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BOARD OF EDUCATION CONTRACT

FROM: METROPOLITAN BOARD OF PUBLIC EDUCATION

TO: Kevin Crumbo, Finance Director
Metropolitan Department of Finance

Contract Number: 7579274 Contractor: KIPP Nashville Collegiate High School
Sourcing Method: Board Approved Charter Application
Start Date: 7/1/2024 End Date: 6/30/2034
Address: 3410 Knight Drive City: Nashville State: TN Zip: 37189
Supplier Number: 299812 Supplier Email: rdowell@kippnashville.org

PURPOSE OF CONTRACT:
Charter School Agreement for and KIPP Nashville Collegiate High School located at 123 Douglas Ave., Nashville TN 37207.

CONTRACT SPECIFICS:

Does this engagement require fund authorization by the MBPE? **Yes** Board Approval Date: **11/28/23**

Is this an Intergovernmental Contract? **No**

Is this a Revenue contract (Board of Education will receive funds)? **No**

Is there DBE Participation? **No** Type of DBE (check all that apply): ☐ SBE ☐ MBE ☐ WBE ☐ SDV

Value of DBE Participation:

GRANT SUMMARY (IF APPLICABLE):

Grant Name:

Amount expected to receive: Business unit to which it will be deposited:

Are matching funds required? No If yes, amount of obligation:

If yes, specify fund that is being obligated:

CONTRACT FINANCIAL SUMMARY:

Amount obligated for current fiscal year is: At least annually, MNPS will 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 MNPS and the state commissioner of education.

BUDGET INFORMATION:

Account number: 80701504.502309.0 Fund number: 35135 kk

MNPS Contact Person: Shereka Roby-Grant
Email Address:

Contract Agent: Jackie Taylor
Email Address: Jackie.Taylor@mnps.org

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

METRO NASHVILLE PUBLIC SCHOOLS

MNPS Contract: 7579274

Renewed Charter School Agreement

This renewed Charter Agreement ("Agreement") is entered into between The Metropolitan Nashville Public Schools ("Chartering Authority") and KIPP Nashville Collegiate High School ("Charter School"). Chartering Authority and Charter School are collectively the Parties to this Charter Agreement. This Charter Agreement shall be binding upon the Governing Body selected by the Charter School to operate the public charter school as proposed in the Charter School's Renewal Application ("Application"), dated April 3, 2023. The Governing Body is the Board of Directors of KIPP Nashville ("Governing Body"). To the extent there is a conflict between the term of the Agreement and the Application, the terms of this Agreement shall govern.

This Agreement consists of the following documents:

- Any properly executed amendment to this Agreement, (most recent with first priority),
- This document,
- Exhibit 1: Approved Charter School Renewal Application,
- Exhibit 2: Metro Nashville Public Schools Charter School Performance Framework (latest adopted edition shall govern),
- Exhibit 3: Annenberg Standards.

Recitals:

WHEREAS, the State of Tennessee enacted the Tennessee Public Charter Schools Act of 2002 (T.C.A. §49-13-101 et. seq.) effective July 4, 2002 ("the Act") authorizing the establishment of independent, publicly supported schools known as charters 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, improv[ing] learning for all students and clos[ing]…achievement gap[s];" 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;

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

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 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 T.C.A. § 49-13-111, 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. § 49-13-111, 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 T.C.A. § 49-13-110, this Agreement includes all components of the Charter School's Application, which is incorporated herein by reference and attached hereto as Exhibit 1.

By signing this Agreement, the Chartering Authority approves the waivers requested in the Charter School's Application. Those requests are attached as part of the approved charter application

1.2 Term/Effective Date. This Agreement shall be effective July 1, 2024_following signature by the Charter School and the Chartering Authority and filing in the office of the Metropolitan Clerk. The agreement shall expire on June 30, 2034.

1.3 Charter School Performance. The operation of the Charter School by the Governing Body shall be subject to the terms and conditions of this Agreement and the Act. Decisions by the Chartering Authority regarding renewal or revocation of the Agreement shall be based upon applicable federal and state laws and rules, this Agreement, and/or the academic, organizational, and financial Performance Frameworks incorporated into this Agreement as Exhibit 3.

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 and subgroup performance), readiness for successive

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

school levels (middle, high, or post-secondary) and employment, as well as mission specific academic goals defined in the Performance 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 shall 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 latest adopted edition of the Performance Frameworks shall govern in this Agreement and therefore may be updated to newer edition(s) over the term of this Agreement. Such changes to the Performance Frameworks shall apply to the Charter School as required by law.

1.4 Location. The Charter School is located at 123 Douglas Ave., Nashville TN 37207. 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. If the Charter School decides to change the location of the Charter School, the Charter School shall notify the Chartering Authority in writing at least 90 business days prior to any such change of location, so the Chartering Authority can ensure the new location is appropriate and in compliance with the original Application.

1.5 Employment Status. All teachers and other staff of the Charter School shall be employed by the Charter School, not the Chartering Authority. The Charter School is required to notify the Chartering Authority within five (5) business days of any staffing changes. Nothing in this Agreement shall prevent the Charter School from contracting with any other organization to provide employees for the Charter School within legal requirements.

2. Charter School and Chartering Authority Organizational Responsibilities

2.1 Student Enrollment and Retention. The Charter School shall enroll students according to T.C.A. § 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. Timely enrollment will ensure access to student records in order for Charter School to determine if students have an Individual Education Program from another school.

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

The Charter School may enroll students up to a total maximum of 474 students. Increases in total enrollment numbers by year greater than 5% or 25 students, whichever is less, constitute a material change in this Agreement and are not permitted unless a formal amendment to this Agreement is secured in advance according to the provisions outlined in T.C.A. § 49-13-110(d). Reductions in enrollment greater than 5% or 50 students, whichever is less, must be reported to the Charter Authority's Office of Charter Schools and evaluated to determine if the reductions are material under this Agreement. Reductions in enrollment of the lesser of 15% or 50 students in successive years or changes that affect the life of the Charter School are considered material and require a formal 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(d). If enrollment within a group of preferences set out in subdivision (d)(2) exceeds the planned capacity of the Charter School, enrollment within that group shall be determined on the basis of a "lottery" that complies with the quoted statutes.

Year	Grade Level	Total Enrollment	Enrollment Cap*
Year 1	9-12	451	474
Year 2	9-12	451	474
Year 3	9-12	451	474
Year 4	9-12	451	474
Year 5	9-12	451	474
Year 6	9-12	451	474
Year 7	9-12	451	474
Year 8	9-12	451	474
Year 9	9-12	451	474
Year 10	9-12	451	474

* Increases in total enrollment numbers by year greater than 5% or 25 students, whichever is less, are not permitted unless a formal amendment to this Agreement is secured in advance.

The Charter School may not "counsel out" or discourage students, directly or indirectly, 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, parents, and the Charter School.

2.2 Academic Program. The Charter School shall operate the academic program in accordance with this Agreement and academic state and federal law, including providing the same equivalent time of instruction as regular public schools and complying with assessment and accountability laws and rules (T.C.A. § 49-13-111(p)).

2.3 Assessments. The Charter School must use the required state assessments. School-based formative assessment data as developed by the Charter School may be required by the Chartering Authority.

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

2.4 Exceptional Education. Special education services, related services, modifications, and/or accommodations for students who are eligible under the Individuals with Disabilities Education Act ("IDEA"), 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 and this Agreement. The Chartering Authority is the local education agency ("LEA") for purposes of compliance with IDEA.

2.4.1 Responsibility of the Chartering Authority. The Chartering Authority is responsible for monitoring the requirements of federal and state special education law and regulations are met in the Charter School, and that special education direct and/or related services are provided in compliance with state and federal law. The Charter School shall notify the Chartering Authority's Special Education Department within 10 days when they receive Special Education records from another district. This will allow the Chartering Authority to facilitate online Special Education record transfers when possible.

2.4.2 Responsibility of the Charter School. The Charter School is responsible for all aspects of Child Find within the Charter School. The Charter School shall provide a continuum of exceptional education services which complies with federal and state law. The Charter School is responsible for the development and implementation of all special education and related documents, including the IEP and/or 504 plan. Exceptional education services at the Charter School shall be delivered by individuals or agencies licensed and/or qualified to provide exceptional education and/or 504 services required by the Tennessee Public Charter Schools Act, the IDEA, Section 504, and applicable law. Charter School staff may participate in any Chartering Authority professional development related to exceptional education or the provision of services pursuant to Section 504. Consistent with a child's IEP and/or 504 plan, the Charter School shall deliver special education and 504 services in the least restrictive environment. 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 Agreement. The Charter School shall be responsible for monitoring individual case management of all exceptional education students and for arranging the provision of services required by their IEP and/or 504 plan. The Charter School shall maintain a file documenting the Charter School's compliance with exceptional education and 504 requirements.

2.4.3 Costs for Exceptional Education. The Charter School shall bear the financial responsibility for initial evaluations, re-evaluations, and the provision of all services consistent with IEPs. The Chartering Authority shall pass federal IDEA funding to the Charter School based on a per pupil allocation calculated each year by the MNPS Dept of Exceptional Education. Funding is available on a reimbursement basis and is based on the count of students with federal

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

disabilities at the Charter School who have an in-date eligibility and IEP. There shall be two count dates (one each semester) determined by the MNPS Dept of Exceptional Education. These count dates shall be communicated by July 1 each year. In addition, Charter Schools may participate in the annual High Cost Reimbursement Request process. Charter Schools may submit eligible High Cost Reimbursement Requests to the MNPS Dept of Education during June of each year. The Chartering Authority shall pool the Charter School Reimbursement Requests with the Chartering Authority requests and the requests with the highest reimbursement amounts shall be selected to submit to the Tennessee Dept of Education. If a Charter School High Cost Reimbursement Request is reimbursed by the Tennessee Dept of Education, the Chartering Authority shall submit the reimbursed amount to the Charter School once the total High Cost Reimbursement amount is paid to the Chartering Authority.

2.4.4 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 or the IDEA.

The Charter School shall promptly report to the Chartering Authority any and all material 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 the Chartering Authority by state and/or federal authorities arising out of actions or omissions of the Charter School relating to special education, except that the Charter School shall not indemnify the Chartering Authority for costs, attorney fees and/or financial penalties imposed on the Chartering Authority to the extent they result from the Chartering Authority's misconduct or negligence.

2.5 English Learners. The Charter School shall address the needs of English Learner ("EL") 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 EL services, to provide services in an equitable manner to ensure access to the Charter School's educational program (including the provision to appropriate accommodations), and to facilitate the exit from EL services according to individual student capacitor.

The Charter School must follow the Tennessee State Board of Education English as a Second Language ("ESL") Rule 0520-01-19. The Charter School must meet the state minimum Limited English Proficient ("LEP") student ratio and service delivery requirements. The Charter School shall report to the Chartering Authority the service delivery models, English Learner teacher names (with TN license number), service delivery schedules, and any English Learners staff vacancies as they occur. The Charter School shall maintain a current copy of EL student list, service delivery model(s), and staff schedules indicating the required hours of service are being met.

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

2.6 Student Discipline/Due Process. The Charter School is responsible for administering their school wide 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 notify the Chartering Authority of students who are at risk of expulsion when notification of expulsion is provided to the student/family. Upon receiving notice that a student has been expelled by the Charter School, the Chartering Authority shall decide the appropriate placement of the student. Students expelled following a failure of the Charter School to provide due process or to comply with the Charter School's discipline policy or with state or federal disciplinary laws, including relevant portions IDEA and Section 504, as reasonably determined by the Chartering Authority, shall be returned to and reenrolled at the Charter School. 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.

2.7 Student Information Reporting. While ensuring compliance with federal and state law regarding student records, the Charter School shall report to the LEA student information as follows:

- Enrollment projections for the coming year no later than February 15.
- Daily attendance must be recorded daily using the Chartering Authority's student management system.
- Student discipline infractions (incidents, suspensions, and expulsions) must be recorded within 24 hours of the determination using the Chartering Authority's student management system.
- 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 may be required by the Chartering Authority.

2.8 Compliance with Law. All MNPS authorized charter schools shall comply with applicable requirements of federal law, Tenn. Code. Ann. Title 49, Chapter 13, the rules of the Tennessee State Board of Education, and the rules of the Tennessee Public Charter School Commission.

3. Staffing

3.1 Teachers. The Charter School is the employer and shall ensure that teachers are licensed pursuant to state statutes and state board of education rules, and meet applicable state and federal qualifications, including the hiring of exceptional education certified and ESL certified teachers.

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 individual's

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

employment, and employees of contractors or subcontractors of the Charter School who have contact with children within the scope of the individual's employment, shall complete criminal background checks and receive clearance, in advance of having contact with children, as required by state law. Background checks must be completed every five years for current Charter School employees.

3.3 **Employee Information**. Charter School has an obligation to provide the Chartering Authority and/or the Metropolitan Government with accurate information regarding its employees. This includes, but is not limited to, new hire information, changes to classification status or work hours, licensure information and termination of employment. The information must be in a format reasonably required by the Chartering Authority or the Metropolitan Government. It shall be a material breach of this Agreement if the information is not provided. If the Charter School fails to provide accurate information and an employee must be switched from the Metropolitan Government pension plan to the Tennessee Consolidated Retirement System ("TCRS"), then the Charter School shall be responsible for making the required payments to TCRS on behalf of their employee. The Chartering Authority or the Metropolitan Government shall only refund up to 2 months of pension payments.

4. Facility

4.1 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.

5. Food Service

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

5.2 If the Charter School desires to offer food services through the Chartering Authority's Nutrition Services Department ("Nutrition Services"), the following shall apply:

5.3 **Full Meal Services:** Nutrition Services shall provide onsite meal preparation and service that includes breakfast and lunch offered to all enrolled students. In order to provide full meal services, the Charter School's facility must have a fully operational production kitchen that can properly provide for the number of students being served. A fully operational production kitchen is defined as a facility that provides adequate and proper dry and cold storage, functioning hot-holding and commercial-grade production equipment, adequate production space and service space with functioning serving line(s) equipment and point of sale ("POS") area(s), adequate and functioning cleaning and sanitation equipment, and office space for an onsite manager. Additionally, the facility must be approved for operation by the local health agency and properly permitted prior to Nutrition Services occupying the space.

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

Nutrition Services personnel may be available to answer questions that the Charter School may have regarding preparing and planning a facility for full meal service and may make specification recommendations; however, due to the complexity of facility construction, the Charter School is highly encouraged to hire a kitchen design professional. Any recommendations provided by Nutrition Services should be considered with those provided by a licensed professional design consultant.

Besides providing meal services, Nutrition Services shall have custodial responsibility for all financial operations of the operating site. All meals shall be provided in accordance with USDA regulations, counted using Nutrition Services procedures and a reimbursement claim shall be submitted monthly to the TN Department of Education Child Nutrition Program office. The Charter School shall be invoiced for any services provided by Nutrition Services that are outside of standard meal services (i.e., catering function). Furthermore, the Charter School shall be invoiced for net losses if the year-end financials reflect an overall financial operating loss. The amount invoiced would be the amount needed to reach break-even financially. Nutrition Services adheres to federal regulation in 7 CFR 210.14 which states *revenues received by the nonprofit school food service are to be used only for the operation or improvement of such food service.*

Hardware and software expenses for reporting and record keeping are included in the operating costs. There shall not be a separate invoice for these items; Nutrition Services retains ownership of technology.

5.4 **Transportation Services:** Nutrition Services can provide transport (satellite) meal service that includes breakfast and lunch offered to all enrolled students. In order to provide transport service, the Charter School must provide or have a designated meal service area that provides for the number of students being served. A transport service site is defined as a facility that provides adequate and proper dry and cold storage, functioning hot-holding and serving line(s) equipment and point of sale ("POS") area, proper and functioning sanitation equipment, and office space. Additionally, the facility must be approved for operation by the local health agency and properly permitted prior to Nutrition Services occupying the space.

Nutrition Services personnel may be available to answer questions the Charter School may have regarding preparing and planning a facility for transport meal service and may make recommendations; however, due to the complexity of facility construction, the Charter School is highly encouraged to hire a kitchen design professional. Any recommendations provided by Nutrition Services should be considered with those provided by a licensed professional design consultant.

Besides providing meal services, Nutrition Services shall have custodial responsibility for all financial operations of the operating site. All meals shall be counted using Nutrition Services procedures and a reimbursement claim shall be submitted monthly to the TN Department of Education Child Nutrition Program office. Furthermore, the Charter

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

School shall be invoiced for any services provided by Nutrition Services that are outside of standard meal services (i.e., catering function). The Charter School shall incur transportation costs as an additional part of operational expenses should they elect transport services. The Charter School shall be invoiced for net losses if the year-end financials reflect an overall financial operating loss. The amount invoiced would be the amount needed to reach break-even financially. Nutrition Services adheres to federal regulation at 7 CFR 210.14 which states *revenues received by the nonprofit school food service are to be used only for the operation or improvement of such food service*.

Hardware and software expenses for reporting and record keeping are included in the operating costs. There shall not be a separate invoice for these items; Nutrition Services retains ownership of technology.

5.5 Termination of Food Service: The Chartering Authority may terminate the services offered in section 5.3 "Full Meal Services" and section 5.4 "Transportation Services" for convenience at any time upon 30 days written notice to the Charter School. However, the Chartering Authority agrees to continue providing section 5.3 and section 5.4 services through completion of the current school year if so requested in writing by the Charter School. A termination of these services shall not be a breach of this Agreement by the Chartering Authority. Charter School shall not have any right to any actual general, special, consequential, incidental, or any other damages whatsoever of any description or amount for the Chartering Authority's exercise of its right to terminate for convenience.

6. Transportation

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 T.C.A. § 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.

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 general liability policy must name the Metropolitan Nashville Public Schools (2601 Bransford Avenue, Nashville, TN 37204) as an additional insured. The policy must cover contractual liability. Automobile coverage shall cover vehicles owned, hired, and non-owned.

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

- 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. Charter School 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 shall 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 the Charter School. Throughout the term of this Charter Agreement, Charter School 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 Governing Body shall comply with the provisions of T.C.A. § 49-13-109.

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(f), 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 Charter School shall be the first avenue for response in case of any complaints or grievances filed against the Charter School or its employees and volunteers and shall respond to such complaints in accordance with its internal policies and procedures, as well as state and federal law. The Governing Body shall ensure that the Charter School establishes policies and procedures for handling matters at the Charter School level for employees including establishing procedures for complaints or grievances filed against the Charter School or its employees and volunteers, and shall make those policies available to students, parents/guardians, employees and any other persons who request it. If grievances persist following resolution pursuant to those procedures, those complaints may 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.

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

The Charter School shall notify the Chartering Authority of any allegation of inappropriate contact between teacher(s) against students within 48 hours of the Charter School's notice of the incident. This notification shall include all reports involving law enforcement, protective services, and/or media.

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) business 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 **Waivers.** A list of the Chartering Authority's approved waivers can be found in the appendices. Pursuant to Tenn. Code Ann. § 49-13-111, a sponsor of a proposed charter school may apply to either the authorizer or to the Commissioner of Education for a waiver of any state board rule or statute that inhibits or hinders the proposed charter school's ability to meets its goals or comply with its mission statement. Charter schools that seek additional waivers and choose to apply to the Chartering Authority for them can access the Waiver Request Form on the MNPS Charter Schools Collaboration SharePoint, in which case the Waiver Request Form should be submitted to the MNPS Charter Schools Office at charterschooloffice@mnps.org.

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 Charter School after each interval in accordance with the 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. The Chartering Authority shall allocate federal funds to the Charter School as provided in T.C.A. § 49-13-112 and applicable federal requirements.

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, professional development services). Failure

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

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 the 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, deficit fund balance, and/or tax liens. 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.
The Charter School shall comply with T.C.A. § 49-13-111, 120, and 127 regarding completion and submission of annual financial reports and audits to the Chartering Authority and the state.

9.6 Financial Records. All financial records of the Charter School pertaining to the management and operation of the Charter 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, 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 Agreement;
- Changes in the Charter School's mission/academic focus set forth in this Agreement;

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- Changes in governance structure (including, but not limited to, a change in the non-profit entity governing the school), or addition of or changes to the charter management organization;
- Changes in signing authority for the school;
- Changes in the agreed upon structure of the school's grade span;
- Changes in student enrollment which fall outside of the minimum or maximum enrollment thresholds set forth in this Agreement;
- Changes in the plan to provide transportation to students attending the Charter School;
- Changes to the Charter School's location, if outside the geographic area set forth in this Agreement;
- Changes in the school calendar that reduce the calendar days by more than ten (10) calendar days, 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; and
- And any additional changes enumerated in Tennessee Public Charter Commission Rule 1185-01-01-.04(1)(c).

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 of the change:

- 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 the Chartering Authority's renewal policies.

The Chartering Authority may elect not to renew this Charter Agreement pursuant to T.C.A. § 49-13-121, including for any of the applicable reasons in T.C.A. § 49-13-122, or for 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 revoke a charter if it determines that a public charter school meets the criteria for revocation under T.C.A. § 49-13-122(b):

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(i) provide notice to the Charter School of non-compliance with applicable laws, rules, or this Agreement,.

(ii) give the Charter School an opportunity to cure the non-compliance prior to instituting revocation proceedings pursuant to T.C.A. § 49-13-122, and

(iii) follow a progressive system of notifications and calls for corrective action on the part of the Charter School.

These steps shall not need to be followed in the event of an emergency situation as described in T.C.A. § 49-13-122(d)

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. The Chartering Authority shall be responsible for the process and timeline identified in the current MNPS Charter Authorization Handbook.

Dissolution of the Charter School following revocation or non-renewal shall comply with T.C.A. §§ 49-13-121 and 122.

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. Charter School shall have a duty to defend the Chartering Authority for any actions where there is alleged negligence of misconduct of the Charter School. Before any settlement is entered into which would bind the Chartering Authority or constitute admissions by the Chartering Authority, the Charter School or its representatives must have written consent from the Chartering Authority.

The Charter School shall indemnify and hold harmless the Chartering Authority, its officers, agents and employees from:

- 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 Agreement, and,

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- Any claims, damages, penalties, costs and attorney fees arising from any failure of the Charter School, its officers, employees, and/or agents, including its sub- or independent contractors, to observe applicable laws;

except that the Charter School shall not indemnify the Chartering Authority for costs, attorney fees and/or financial penalties imposed on the Chartering Authority to the extent they result from the Chartering Authority's misconduct or negligence.

13 Contract Construction

13.1 Waiver. The failure of either Party to insist on strict performance of any term or condition of this 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 Agreement and revocation of the Charter School.

Should the Charter School propose to enter into a contract with another non-profit entity to manage the Charter 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 by 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 shall 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.

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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 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 the Charter School under this Agreement 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 Chartering Authority notices listed below.

13.8.1 All other notices to Chartering Authority shall be mailed or hand delivered to:

Dept:	Procurement
Attn:	Director of Procurement
Addr:	2601 Bransford Avenue, Nashville, TN 37204
Phone:	(615) 259-8400
E-mail addr:	purchasing@mnps.org

13.8.2 Notices to Charter School shall be sent to:

Charter School:	KIPP Nashville
Attn:	Randy Dowell
Addr:	3410 Knight Drive; Nashville, TN 37189
Phone:	615-715-95
E-mail addr:	rdowell@kippnashville.org
Attn:	Dena Donald
Addr:	3410 Knight Drive; Nashville, TN 37189
Phone:	708-983-3271
E-mail addr:	ddonald@kippnashville.org

13.8.3 Charter School designates the following as the agent for service of process and shall waive any objection to service of process if process is served upon this agent:

Designated Agent:	KIPP Nashville Collegiate High School
Att'n:	Randy Dowell
Addr:	3410 Knight Drive; Nashville, TN 37189
Phone:	615-715-9562
E-mail addr:	rdowell@kippnashville.org

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The Chartering Authority shall also send notice to the following of any such service of process:

Attn:	Dena Donald
Addr:	3410 Knight Drive; Nashville, TN 37189
Phone:	708-983-3271
E-mail addr:	ddonald@kippnashville.org

13.8.4 Charter School's Federal Tax I.D. Number: 20-2799123

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MNPS Contract: 7579274

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY BY AND THROUGH THE METROPOLITAN NASHVILLE PUBLIC SCHOOLS:

APPROVED:

MBPE Board Chair

RECOMMENDED:

Kevin Edwards
Director of Procurement

Shuneka Roby-Grant
Department Head

Executive Staff Member

APPROVED AS TO AVAILABILITY OF FUNDS:

Account #: 80701504.502309.0 kk

Chief Financial Officer

Metropolitan Director of Finance

APPROVED AS TO INSURANCE:

Metropolitan Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

CHARTER SCHOOL:

KIPP Nashville Collegiate HS
Charter School Name

Randy Dowell
Signature

Randy Dowell
Name

Executive Director
Title

7/17/2024 | 7:10 AM PDT
Date

GOVERNING BODY OF CHARTER SCHOOL:

Jim Flautt, KIPP Nashville Board Chair
Signature

Jim Flautt, KIPP Nashville Board Chair
Name

KIPP Nashville Board Chair
Title

7/17/2024 | 10:51 AM CDT
Date

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

Metropolitan Clerk

Date Filed

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

KIPP: Nashville
PUBLIC SCHOOLS

Renewal Application for

KIPP Nashville Collegiate High School

April 1, 2023

For questions about this application, please contact:

KIPP Nashville
3410 Knight Drive, Nashville, TN 37207
Randy Dowell, Executive Director
615-715.9562
rdowell@kippnashville.org

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Table of Contents

Applicant Information Cover Page	**2**
Assurances	**3**
Executive Summary	**4**
Section I - Academic Success	**6**
Section II - Operational Stability	**30**
Section III - Financial Health	**38**
Section IV - Future Plan/Projections	**40**

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

19W Department of Education | Charter Schools

Tennessee Charter School Renewal Application

Applicant Information Cover Page

Charter School Name: KIPP Nashville Collegiate High School

Charter School Address: 123 Douglas Avenue, Nashville, TN 37207

Charter School Phone: (615) 514-6260

CMO Name (if applicable): N/A

Authorizer Name: Metropolitan Nashville Board of Public Education

Name of Charter School Primary Contact Person: Randy Dowell

Primary Contact Phone: (615) 715-9562

Primary Contact Email: rdowell@kippnashville.org

Date Charter Awarded: April 11, 2014

First Year of Operation: 2014

Date Charter Expires: June 30, 2024

Current Year Student Enrollment & Demographics			
Total Enrollment	% Economically Disadvantaged	% Students with Disabilities	% English Learners
461	37.4%	15.6%	5.8%

Proposed Grade Levels and Student Enrollment for Next 10-yr Term		
Year following renewal:	Grade Levels	Total Student Enrollment
Year1	9th-12th	461
Year2	9th-12th	461
Year3	9th-12th	461
Year4	9th-12th	461
Years	9th-12th	461
Year6	9th-12th	461
Year7	9th-12th	461
Year8	9th-12th	461
Year9	9th-12th	461
Year10	9th-12th	461

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Department of Education | Charter Schools

Assurances

As the authorized representative of the school, I hereby certify that the information submitted in this renewal application is true, to the best of my knowledge and belief, and if awarded a charter, the school will:

1. operate as a public, nonsectarian, non-religious public school, with control of instruction vested in the governing body of the school under the general supervision of its authorizer and in compliance with its charter agreement and the Tennessee Public Charter Schools Act of 2002[1];
2. follow all federal, state and local laws and regulations that pertain to the operation of a public school, unless waived according to T.C.A. § 49-13-111 (p);
3. provide special education services for students as provided in Tennessee Code Annotated Title 49, Chapter 10, Part B of the Individuals with Disabilities Education Act; Title II of the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973;
4. adhere to all applicable provisions of federal law relating to students who are English learners, including Title VI of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act of 1974;
5. follow all federal and state laws and constitutional provisions prohibiting discrimination on the basis of disability, race, creed, color, national origin, religion, ancestry, or need for special education services;
6. comply with all provisions of the Tennessee Public Charter Schools Act of 2002, as amended;
7. employ individuals to teach who hold a license to teach in a public school in Tennessee;
8. comply with Open Meetings and Open Records laws (T.C.A. §§ 8-44-101 *et seq.;* 10-7-503, 504);
9. not charge tuition, except for students transferring from another district to the school pursuant to the local board's out-of-district enrollment policy and T.C.A. § 49-6-3003;
10. follow state financial (budgeting and audit) procedures and reporting requirements according to T.C.A. § 49-13-111, 120 and 127;
11. require any member of the governing body, employee, officer or other authorized person who receives funds, has access to funds, or has authority to make expenditures from funds, to give a surety bond in the form prescribed by T.C.A. § 8-19-101;
12. maintain all necessary and appropriate insurance coverage;
13. obtain all necessary permits, licenses, and certifications related to fire, health, and safety within the school building and on school property;
14. notify its authorizer immediately of any change in circumstances that may have a significant impact on the school's ability to fulfill its goals as stated in its charter agreement; and
15. submit a request to amend its charter agreement if the school plans to make a change to its operations.

Signature: _____

Title: Executive Director

Date: 3/29/23

[1] Tennessee Public Charter Schools Act of 2002, T.C.A. §§ 49-13-101-145.

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

Executive Summary

KIPP Nashville is the longest existing charter operator in Nashville with a focus on college preparation and career readiness. KIPP Nashville's mission is to work together with families and communities in order to create joyful, academically excellent schools that prepare students with the skills and confidence to pursue the paths they choose--college, career and beyond-so they can lead fulfilling lives and build a more just world. Our vision is that every child grows up free to create the future they want for themselves and their communities.

Over the current charter term, KIPP Nashville Collegiate High School (Collegiate) has empowered students to excel at the highest level by providing an environment grounded in our core values of Excellence, Heart, and Growth. With these distinct principles instilled in each and every student, they are equipped to succeed in the path they choose upon high school graduation. We believe in helping students develop the academic and character strengths they need to succeed in college, lead choice filled lives, and build a better tomorrow for themselves and for their communities in Nashville. To help with this, Collegiate provides necessary support to students during their more foundational courses in freshman and sophomore years. Students in Algebra I may opt into Algebra I Support in order to strengthen their understanding. The same is true for English I and other early offerings. Below is a breakdown of our coursework:

STEM

- All students will take Algebra I, Geometry, Algebra II in grades 9-11, and either Statistics, Advanced Placement Statistics (AP), or AP Calculus AB in grade 12. A student can opt out of Algebra I if they have passed the Algebra I End of Course (EOC) as an 8th grader, thus putting the student on a faster track to take Geometry in 9th grade, providing the student with access to both AP Statistics and AP Calculus AB prior to graduation. KIPP Nashville offers an AP For All math curriculum created in partnership with other KIPP high schools across the country.
- KIPP Nashville follows a physics first science sequence. Students then take chemistry and biology, sophomore and junior years respectively. The physics first approach is grounded in scientific understanding, allowing students to make connections between physics, chemistry, and biology, instead of treating these courses as discrete disciplines.

ELA

- Collegiate offers each freshman and sophomore two ELA classes: Literature and Composition. Literature classes focus on the analysis and appreciation of complex literary texts. Composition classes focus on strong written analysis of and response to complex informational texts. Students in upper grades have the option of requesting placement in AP Seminar in place of Composition.
- All students take English I and English II, in freshman and sophomore years respectively. In 11th grade, students whose academic data indicate readiness may matriculate to AP Language in place of English III.
- Our goal is for at least 90% of Collegiate graduates to have sat for the AP Language and Composition exam. Therefore, AP Language is our standard senior English course. AP Literature and Composition is offered to seniors who sat for the AP Language exam as juniors. English IV is offered on an "as needed" basis in response to student need. Collegiate will also offer Reading

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Support and English Language Development courses for students who need accelerated remediation of grade level reading skills or support with developing English language proficiency.

Elective Pathways

- KIPP Nashville now offers multiple elective focus pathways to graduation: Humanities, STEM, and AP. This allows students voice and choice in academic rigor and allows them to gain skills and preparation for their chosen post-secondary path.
- The Humanities pathway requirements will largely be met through our Composition courses although there are other courses that can contribute to this requirement if needed.

Social Studies

- The social studies sequence begins in 9th grade with AP Human Geography, which explores the impact of humans on the Earth. This course builds strong background knowledge that is foundational for future social studies courses. In 10th grade students take either AP World History or World History, which is aligned to the TN state standards. Juniors take AP US History and seniors take AP Government first semester and AP Macroeconomics second semester.
- KIPP Nashville has created its own social studies curriculum for these courses, collaborating with partners at Valor Collegiate in Nashville, KIPP New York City, and KIPP Bay Area schools.

World Language

- KIPP Nashville offers at least two years of Spanish for all students, although the school offers two different tracks, one for native speakers and one for non-native speakers. This differentiated approach ensures all students are being appropriately pushed and challenged.
- Classes of 2024, 2023, and 2022 are on a pathway to take Spanish I & II or Heritage Spanish I & II during their junior and senior years. Class of 2025 and all classes that come after will be on a pathway to take Spanish I & II or Heritage Spanish I & II as freshmen and sophomores. Students who are enrolled in the math intervention course during their freshman year will be enrolled in a

College and Career Readiness

- Students take a two course college and career readiness sequence starting in their junior year. During junior year, students research careers of highest aspiration and college/educational programs and develop a wish list of the colleges they want to attend. During senior year, the course supports students in applying to colleges and jobs from drafting applications to submitting applications to navigating acceptances and financial aid packages. The senior year course also prepares students with the practical knowledge they will need to navigate the resources at their campus. Half of the College and Career Readiness 11 course is devoted to the personal finance course. While this course is a state requirement, these standards are essential for student success in college and in life, which is why college and career readiness teachers teach this course.

Electives

- In addition to a strong college preparatory program, the school also offers other elective courses like fine arts, either Music, Choir, Art Survey, or Visual Art based on student interest, Lifetime Wellness, and Physical Education.

Section I - Academic Success

a. Describe the school's academic achievement and growth results over the course of the current charter term. Include tables, charts, or graphs, as applicable, to illustrate cumulative and/or yearly assessment results.

ACT Achievement

Collegiate staff members, students, and families understand the importance of earning at least a 21 on the ACT exam as this number is both the national indicator of college readiness and qualifies a student for the Tennessee HOPE Scholarship. With an intentional focus on incorporating the ACT's College and Career Readiness Standards into our general, Tennessee-standards-aligned curriculum, our teachers meticulously plan lessons, assessments, and feedback aligned to ACT growth and achievement.

Overall, since 2018, when our first senior class graduated from Collegiate, 40% of our graduates, or 187 students, have earned a 21+ on the ACT. Collegiate's senior enrollment has increased each year since our inaugural class of 56 seniors in the class of 2018. Collegiate anticipates graduating 110 students in 2023. While the percentage of Collegiate seniors who earned a 21+ has decreased since 2020 (Figure 1), the actual number of students earning a 21+ increased in the class of 2020 and 2021 and has slightly decreased in the class of 2023 with 31 students having already earned a 21+ on the ACT (Figure 2).

Figure 1

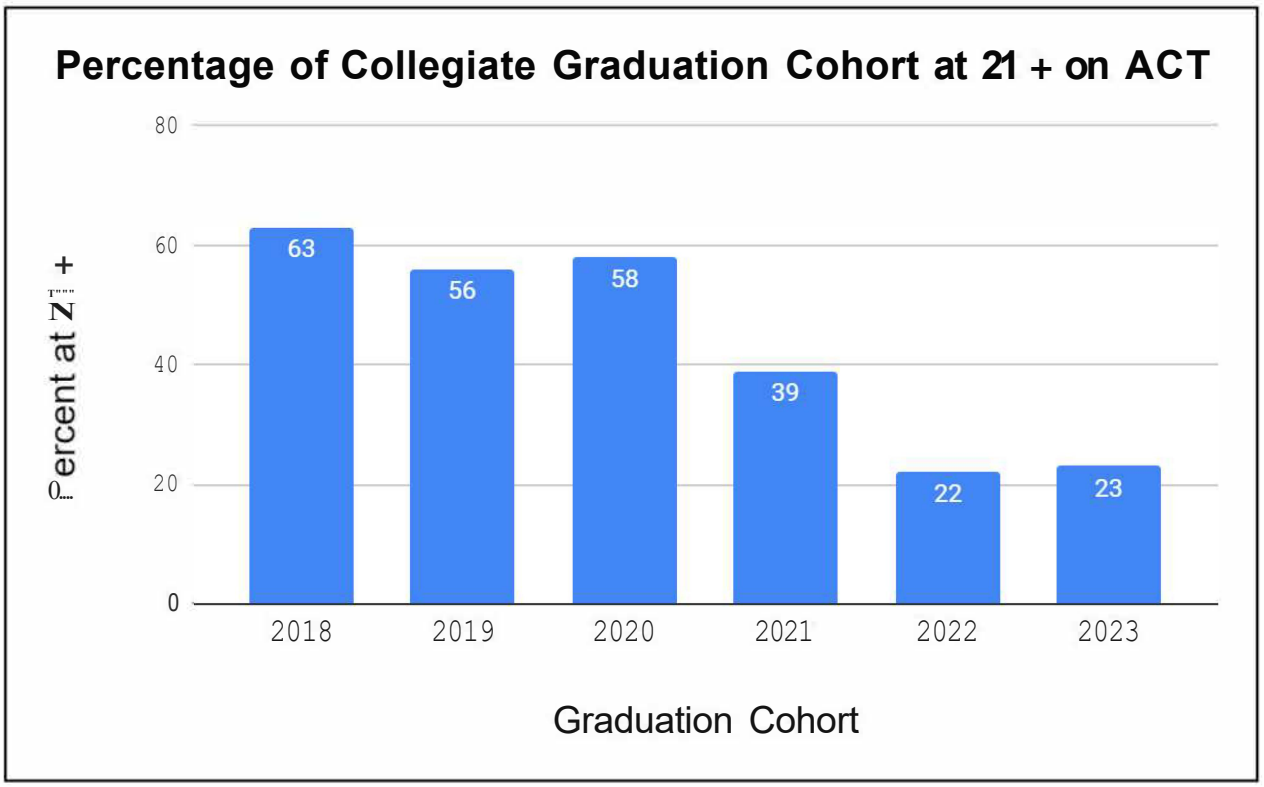
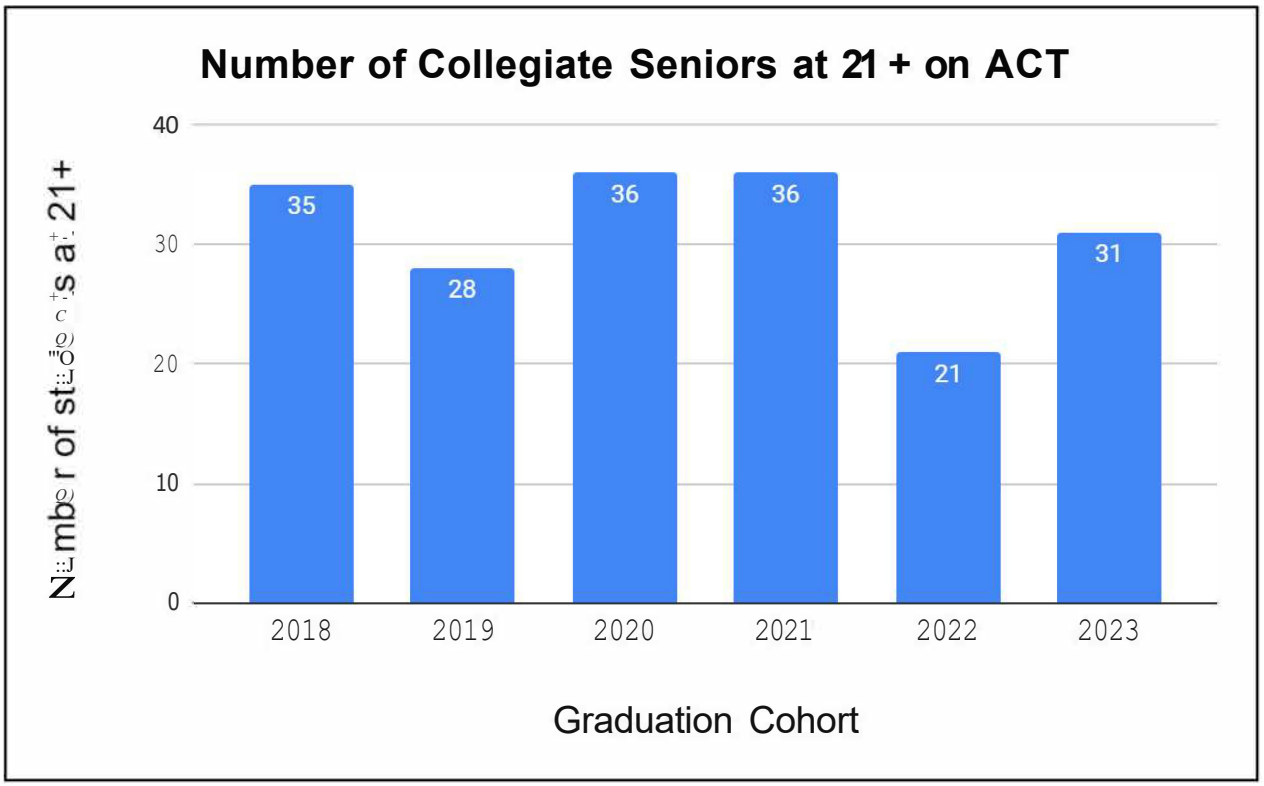
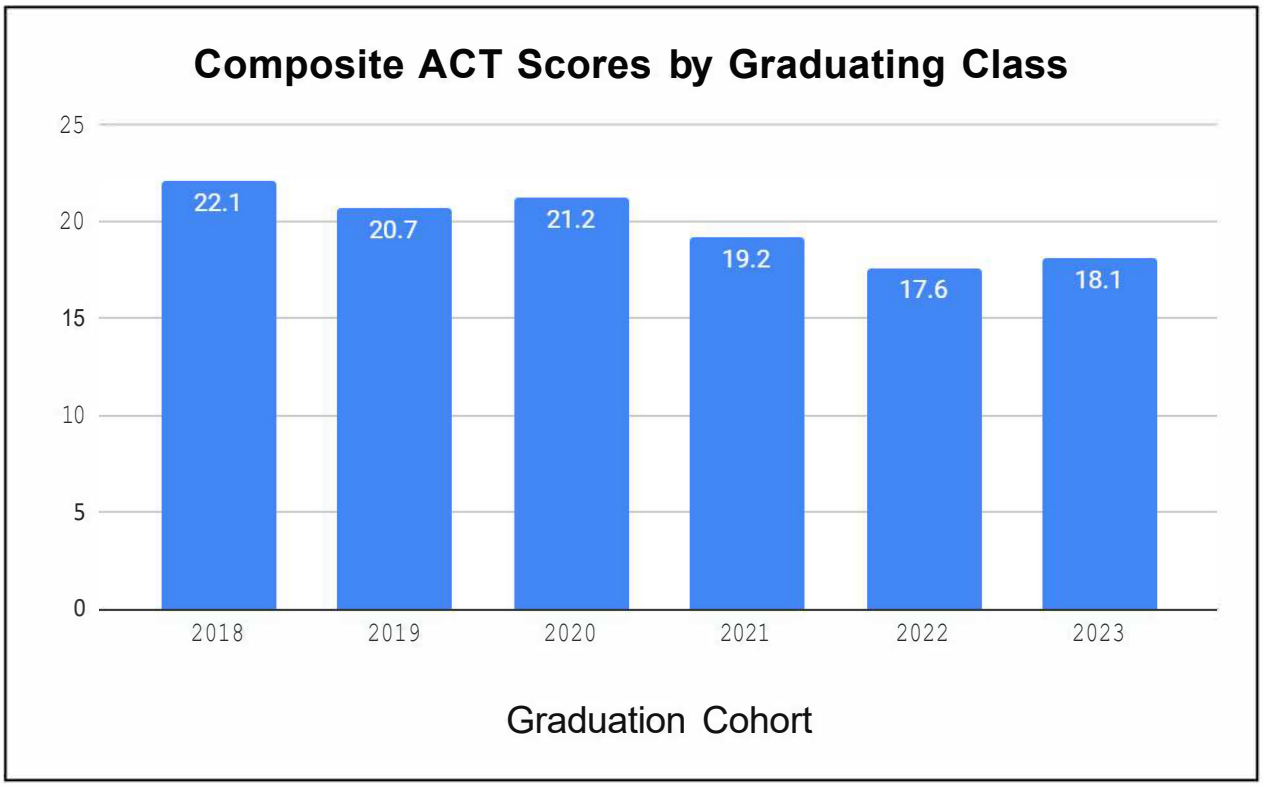


Figure 2



Collegiate staff are working to return our students' ACT composite scores to their pre-pandemic highs, and they are encouraged by the growth shown in our class of 2023, which has surpassed the low, pandemic-impacted achievement from the class of 2022 (Figure 3).

Figure 3

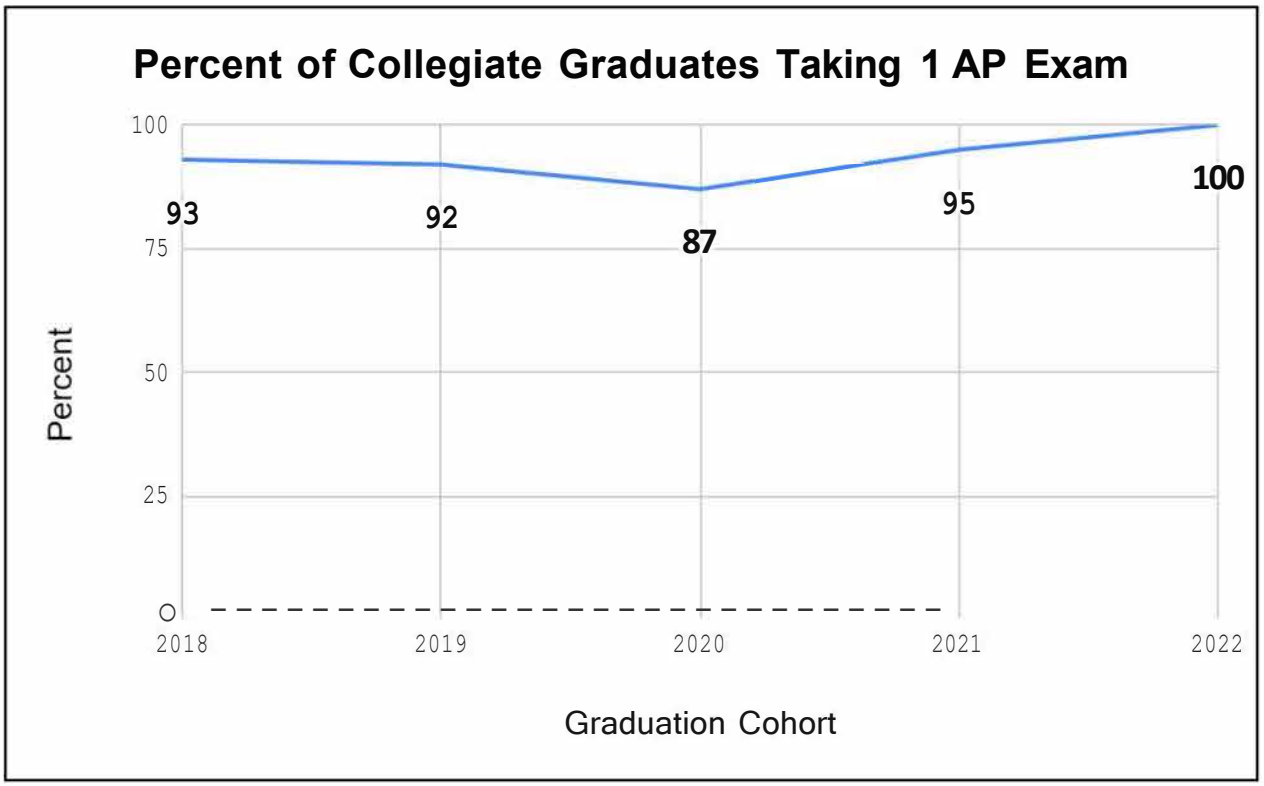


Advanced Placement Participation and Achievement

As one of Collegiate's core tenets is to provide our students with access to a college preparatory educational experience, we use Advanced Placement (AP) courses as our North Star for rigor. Through AP, students engage in a challenging course with the chance to earn college credit and placement through a score of 3 or higher on the respective AP exam. Collegiate offered its first AP class in the 2015-2016 school year, our second year of operation. For the 2022-2023 school year, Collegiate offers 12 AP course options to our students: AP Human Geography, AP World History, AP Computer Science Principles, AP United States History, AP Environmental Science, AP Language and Composition, AP Literature and Composition, AP Statistics, AP Calculus AB, AP United States Government and Politics, AP Macroeconomics, and AP Seminar.

We believe that access to AP courses for as many of our students as possible is paramount. Access to the rigor and demands of an AP curriculum and assessment will prepare students for the rigor and demands of post-secondary education. Collegiate's goal is for 90% of our seniors to take at least one AP exam during their time at Collegiate, and we have hit that goal in four of our five graduating cohorts (Figure 4). In the class of 2022, 100% of our seniors took at least one AP exam during high school with 79% of those students taking at least three AP exams during their time at Collegiate.

Figure 4



For the past five years, at least 31 % of our graduates have left Collegiate with at least one qualifying score on an AP exam (Figure 5). When compared to the percentage of seniors nationally and in Tennessee who earned at least one qualifying score, Collegiate seniors greatly outperformed their peers (Figure 6). This achievement is a direct result of strong teacher preparation, robust instructional coaching, and ongoing professional development.

Figure 5

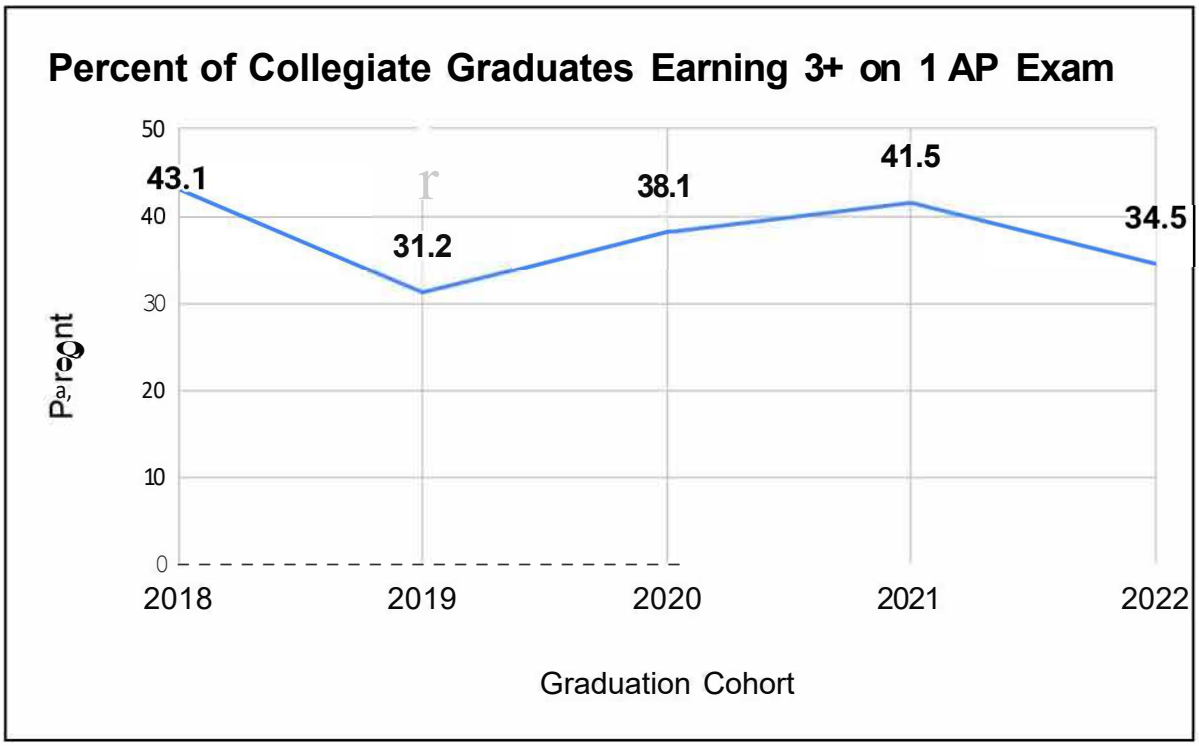
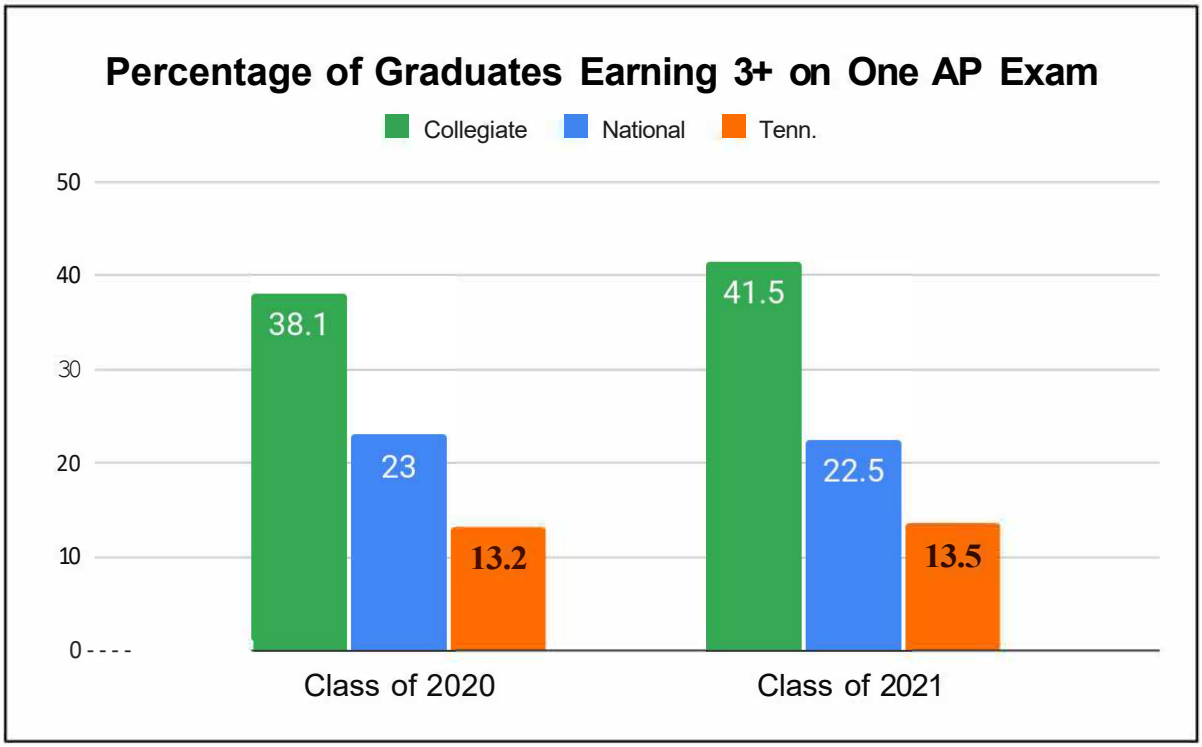


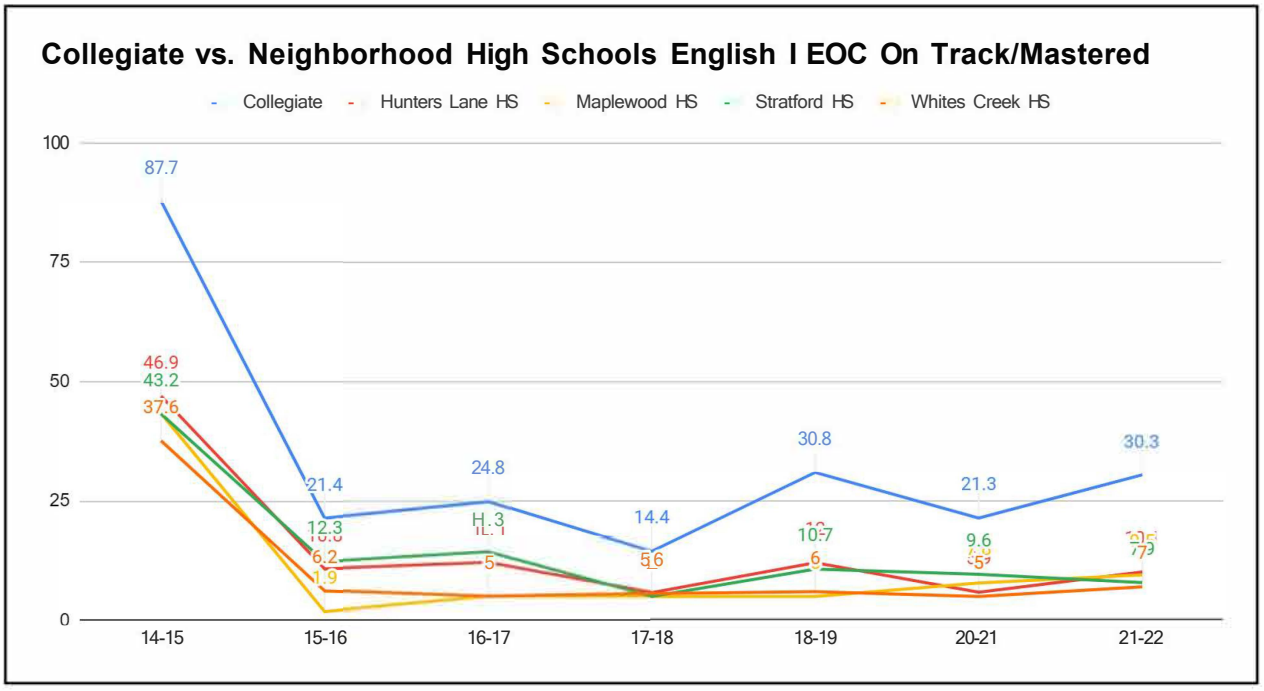
Figure 6



b. Address progress toward meeting academic goals outlined in the current charter agreement. Were any amendments made to academic goals? If so, explain.

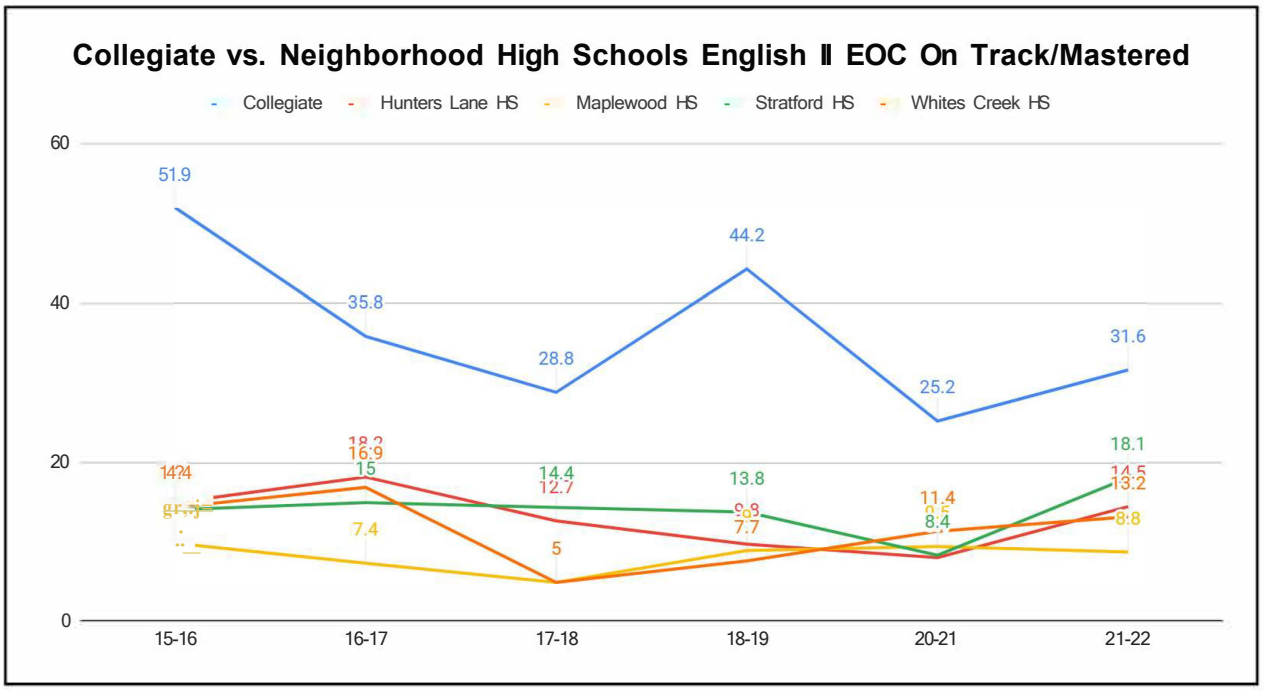
In the current charter agreement, the stated purpose of the charter is to provide a high-quality school option for students who live in the Maplewood, Stratford, White's Creek and Hunter's Lane high school clusters in alignment with the KIPP Nashville vision to provide all students in Nashville with a seat in a high-performing, college-preparatory school. As a result, the implied academic goals in the original charter application are to provide a high-performing academic alternative to the neighboring high schools and to provide a college-preparatory education focused on academic growth. Below is EOC data of Collegiate and neighboring schools. Because Collegiate follows an Algebra I, Geometry, and Algebra II course sequence and local MNPS high schools follow an Integrated Math sequence, comparative data on math TN EOC exams is not available.

English I



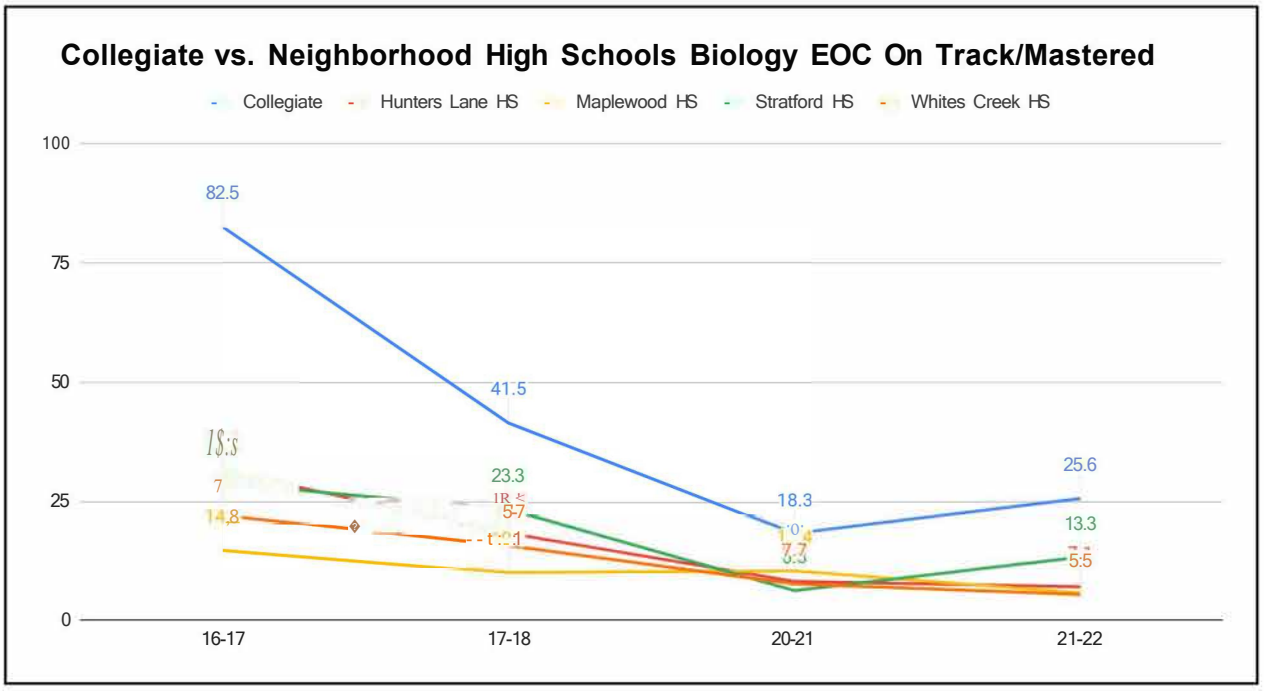
In all seven years that students at Collegiate have taken the English I EOC, students at Collegiate have outperformed all neighborhood high schools.

English II



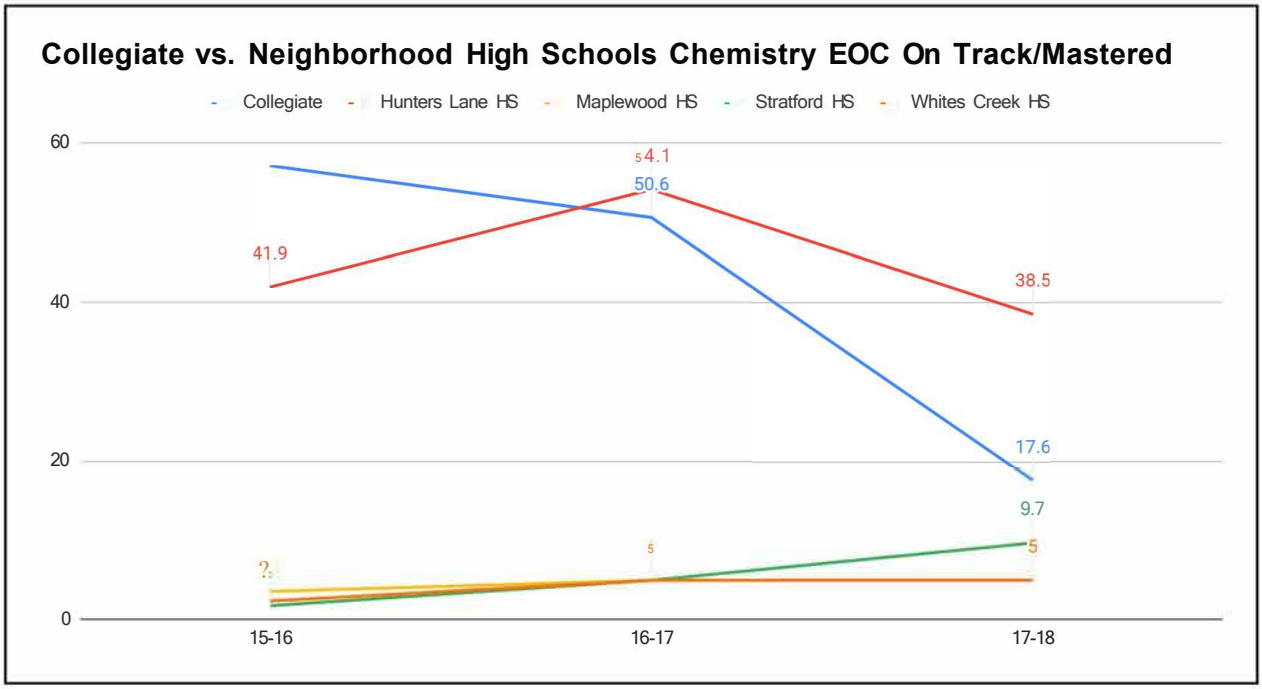
In all six years that students at Collegiate have taken the English II EOC, students at Collegiate have considerably outperformed all neighborhood high schools with five of those years demonstrating more than double the achievement levels of the neighborhood high schools.

Biology



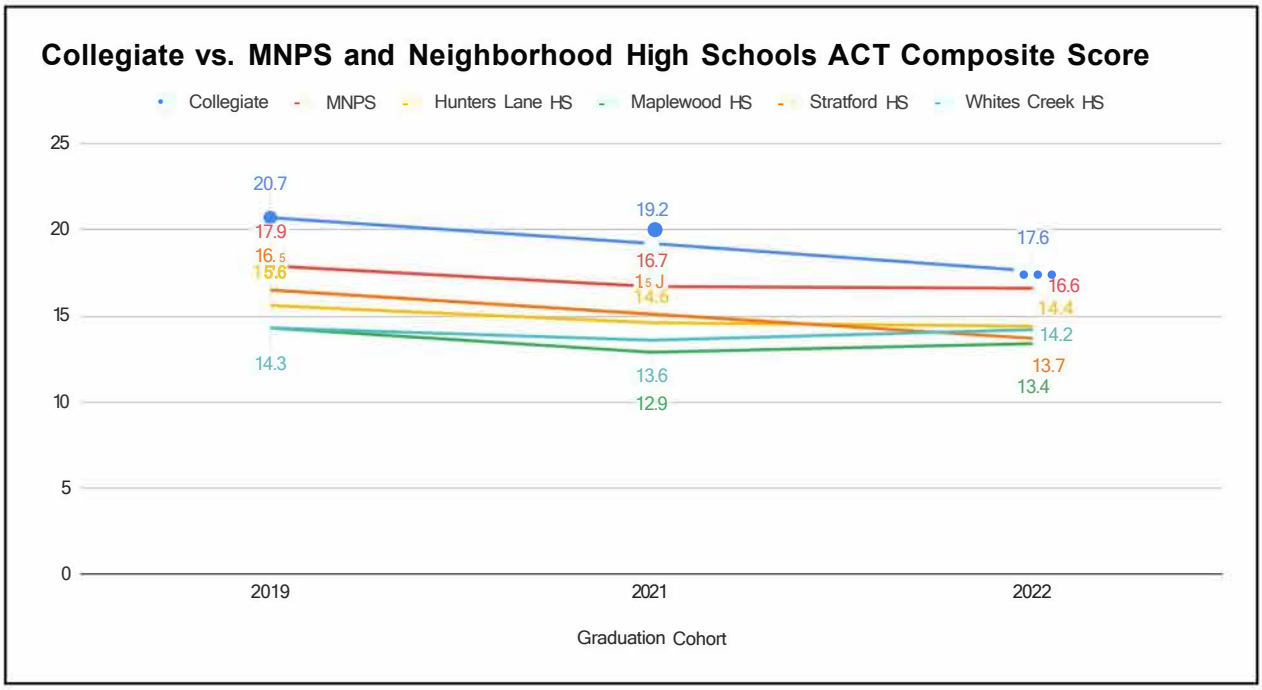
In all four years that students at Collegiate have taken the Biology EOC, students at Collegiate have outperformed all neighborhood high schools.

Chemistry



In one of the three years that students at Collegiate took the Chemistry EOC, students at Collegiate outperformed all neighborhood high schools.

ACT Composite



In the three most recent years that ACT data has been made public, students at Collegiate have averaged a higher ACT Composite score than both neighborhood high schools and the MNPS high school average.

c. Outline the school's assessment system and explain how assessments are used to inform instructional practice, evaluate teacher effectiveness, and implement professional development.

Assessment Framework: Types and Schedule

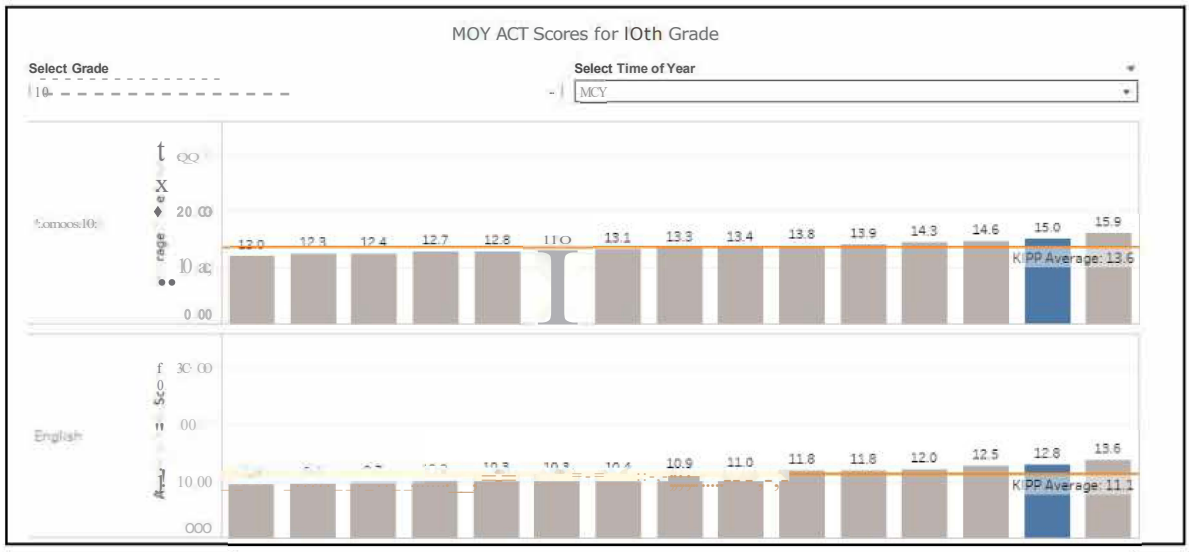
Several major types of assessments are given at Collegiate:

- Teachers provide formative assessments in the form of "exit tickets" at the end of each class period to measure student achievement on the daily objective and standard.
- Unit-level assessments are administered approximately twice per quarter. For core classes (literature, mathematics, history, science), most of these assessments are standardized according to the KIPP Foundation's AP For All (AP4A) curriculum. Composition classes administer Process-Based Assessments (PBAs).
- Students' first final exam is given at the end of Quarter 2 and a second final exam is given at the end of Quarter 4; these exams cumulatively assess all material taught until that point. Teachers also administer a cumulative exam at the end of quarters 1 and 3. Composition classes administer Independent Performance Tasks (IPTs) at the end of each quarter.
- State exams (including EOCs and the state citizenship exam) are administered according to state guidelines and a mock exam/benchmark assessment is given in each BOC-tested course between December and March.
- Students enrolled in AP courses are also expected to take the corresponding AP exam in May. AP teachers also administer mock exams at the end of Q3 and use the data to create strategic data driven plans to inform instruction during Q4.
- Students at Collegiate also take a mock ACT several times per year as outlined in the chart below:

Mock ACT Schedule

Month	9th Grade	10th Grade	11th Grade	12th Grade
August	ACT BOY Assessment (released by KIPP foundation)	ACT BOY Assessment (released by KIPP foundation)	ACT BOY Assessment (released by KIPP foundation)	ACT BOY Assessment (released by KIPP foundation)
January	ACT MOY Assessment	ACT MOY Assessment	ACT MOY Assessment	October ACT Retake
April/May/June	ACTEOY Assessment (released by KIPP foundation)	ACTEOY Assessment (released by KIPP foundation)	College Board ACT (during school day designated by MNPS)	*NIA*

KIPP High School Common Assessment and Comparative Analysis: In select classes, Collegiate uses a common curriculum and assessment suite that KIPP High Schools use across the country. A part of that partnership includes viewing and analyzing assessment data to measure how our students at Collegiate are performing against students at other KIPP High Schools in regions like Houston, Dallas, Austin, San Francisco, and more. As an example, the chart below illustrates Collegiate's middle of year 10th grade mock-ACT Composite and English performance against other KIPP High Schools. While each gray bar represents a specific KIPP High School in America, the blue bar represents Collegiate's performance, which, on this particular exam, was the second highest in the KIPP High School network.



Collegiate administers all high-stakes tests required by the Tennessee Department of Education. Those assessments are captured in the chart below.

2022-2023 Required Tennessee Student Assessments

Students Achievement in High Schools				
Assessment	**Grades**	**Purpose and Use**	**Assessment Window**	**Reporting**
TCAP/TNReady End of Course Exams	9-11	These assessments measure a student's skills in high school English I, English II, Algebra I, Geometry, Algebra II, Biology and U.S. History. Test results are used in teacher, school and district accountability with the State of Tennessee and the Federal Government. Results also may count for up to 15% of a student's final grade in those subjects.	mid-April-early-May	"Quick score" results are typically available soon after the test is given so teachers can calculate final grades. Later the state releases more detailed individual student reports. These are distributed by district office staff to schools

				and shared with families in the fall.
Special Education Assessments				
Assessment	**Grades**	**Purpose and Use**	**Assessment Window**	**Reporting**
TCAP Alt./ **MSAA** Assessment.	9-12	This assessment is designed for students with significant intellectual disabilities. It is based on a different set of content standards than the TCAP test. Students only take the TCAP-Alt assessment when parents/guardians and educators decide it is appropriate according to his or her needs	April-May	The state releases individual student reports with details of performance. These are distributed by district office staff to schools and then shared with families
English Language Learner Assessments				
Assessment	**Grades**	**Purpose and Use**	**Assessment Window**	**Reporting**
WIDA ACCESS Placement Tests for English Learners (also called W-APT)	9-12	W-APT (WIDA ACCESS Placement Test) is given to students who speak a language other than English at home. It is used to help determine which kind and level of English language support they need. It also helps us know in which level to place students for the annual assessment all English Leamer students take.	Administered to English Leamer students at the time of enrollment	Tests are scored and the results are given to parents/guardians immediately
WIDA ACCESS for English Learners	9-12	This assessment helps determine language proficiency of English Leamer students. It is the test the state gives every year to measure student performance in English language proficiency.	March-April	The state releases individual student reports with details of performance. These are distributed to schools and then shared with families.
Civics Assessment				
Assessment	**Grades**	**Purpose and Use**	**Assessment Window**	**Reporting**

U.S. Civics Exam	11-12	Students are required to take a United States civics exam in order to graduate with a regular high school diploma.	School schedules as necessary	School schedules as necessary Results are available soon after the test is given.
College and Career Readiness				
Assessment	**Grades**	**Purpose and Use**	**Assessment Window**	**Reporting**
ACT	11-12	The ACT is a college readiness test utilized by hundreds of colleges and universities. It also helps determine which students are eligible for the HOPE Scholarship from the state.	March and October	Student-level reports are given 3-8 weeks after the test is given.

Data Analysis

Teachers participate in one-on-one meetings with their instructional coach, either a content Assistant Principal (AP) or a department chair, to review their weekly assessment data and appropriately adjust upcoming instruction in response to students' needs. Data Days immediately follow the end of the quarter, and during these Data Days, there is a public review of key student behavior and achievement data, including interim assessment and end of unit results. Data Days place an emphasis on both student growth and achievement between assessments. By the end of the Data Day, each teacher creates a data-driven plan that documents the analysis of the data and their action plan responding to the data. Teachers then update their upcoming quarterly scope and sequence to incorporate intentional reteach and reassessment days to ensure student mastery of power standards and standards where there were gaps in student learning. This focus on results ensures that teachers and students are accountable for student achievement and provides a wealth of reliable, easily obtained information to drive the outcomes the school has set as goals for its students.

The school's leadership team regularly takes a deep dive into that week's most important student achievement data point. Frequently, this meeting will include looking at student work from an assessment. This structure helps the school leadership team to hold teachers accountable to the action steps coming out of Data Day. The Principal also discusses data weekly in O3s with APs.

At the end of each year, the Principal and Head of Schools analyze student performance data on TNReady/EOCs, the ACT, AP exams, and KIPP High School Curriculum Interim Assessments. The school annually measures percentages of proficiency in the student body, as well as individual student growth. Disaggregated data for subgroups is instrumental in helping the Principal, with the guidance of the Head of Schools, develop school-wide protocols and professional development to support goal attainment for all students.

Teacher Evaluations

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

Collegiate incorporates assessment data into teacher evaluations, including both student growth and achievement data. During mid-year evaluations, internal assessments will be used to gauge if a teacher is on-track to hit their TNReady and TVAAS goals; final evaluations will be based on a teacher's TNReady/EOC scores as well as their growth achievement measures in TNCompass (percentages individualized based on a teacher's numbers of years teaching in Tennessee).

d. Describe how the school uses other data (qualitative and quantitative) to evaluate the effectiveness of the academic program.

Outside of ongoing assessment data, Collegiate uses a variety of qualitative and quantitative data to evaluate the effectiveness of the academic program and implement professional development and instructional coaching. This includes the following:

- **Teacher Observation Data:** Collegiate maintains a teacher observation tracker that is used by the members of the school leadership team and instructional coaches to track current professional development goals and weekly action steps for all teachers. This tracker is updated bi-weekly with a new coaching or data action step for each teacher by their coach, and is referenced in weekly O3s with the Principal and Leadership Team members. The Leadership Team also uses this tracker in weekly meetings to discuss the ongoing coaching and development of individual teachers, the quality of teacher action steps and the impact on teacher development, as well as to identify ongoing professional development needs of the school.

- **Leader Observation Data:** Each instructional leader at Collegiate also receives feedback from their manager on their performance in the role. Instructional coaches submit videos of weekly O3s or Weekly Data Meetings to their manager and receive an action step designed to improve their effectiveness on observation-feedback meetings and weekly data meetings according to KIPP Nashville coaching rubrics. The Principal maintains a record of leader action steps which track progress toward ongoing coaching goals. As needed, the leadership team engages in professional development to improve in targeted areas identified by trends in this data, and instructional coaches have the opportunity to engage in professional development sessions led by experts at the KIPP Foundation.

- **Instructional Excellence Rubric (IER) Scores:** Twice a year, all teachers at Collegiate are formally scored on the IER. The leadership team maintains records of progress on the IER between observations, ensuring that we have an up to date picture of teacher effectiveness in the following areas across the school: Culture of Rigor, Driving Student Mastery through Data, Classroom Culture: Establishing Culture, Classroom Culture: High Expectations, Planning and Self and Others. This data is used to set specific development goals for teachers and content teams, and also used to make school-wide professional development decisions on targeted areas that would push overall practice forward. IER scores are also used as a part of each teacher's evaluation and are submitted to the state of Tennessee as part of each teachers' level of effectiveness measurement.

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

- **Leadership Team Walk-Through Data:** The Collegiate shared leadership team conducts weekly classroom walk-throughs of between six and eight classes aimed at gathering data aligned to school-wide culture and academic expectations in order to ensure a strong platform for learning across the school. Each week's walkthrough has a focus area typically aligned to the IER rubric. At the end of the weekly walkthroughs, members of the shared leadership team will create aligned and differentiated professional development to individual teachers who share common growth areas.

- **Quarterly Arc Focus Data:** Each quarter, Collegiate focuses on a specific aspect of instruction in order to support a strong academic program for students. The leadership team gathers data aligned to the quarterly goals through observations each week, and the leadership team meets on Thursday afternoons to review trends in the data and set next steps, which include coaching and PD focuses for the following week. During the 2022 - 2023 school year, these focuses have been establishing a strong platform for learning (Classroom Culture: High Expectations and Establishing Culture) in Quarter 1, Planning and Executing a Culture of Rigor in Quarter 2, and Using Data to Drive Instruction in Quarter 3.

- **Collegiate Student Code of Conduct:** Collegiate's Code of Conduct is one tool of many that we use to cultivate character, instill productive habits, and promote a high-quality education. Through the use of the Collegiate's Code of Conduct we seek to empower self-disciplined, socially-responsible, and academically-motivated students while cultivating a joyful, rigorous, and safe school-community culture. We explicitly state our expectations for student engagement and behavior. Students earn merits for demonstrating exempl$_{ary}$ habits aligned to our school's core values. Habits Feedback and demerits are earned when students fail to exhibit behavior that exemplifies our core values. Demerits are tiered according to the extent of disruption to the learning environment and/or extent of impact on the safety of school culture. Demerit categories and consequences escalate as the severity of behaviors according to these tiered criteria do. By tracking specific behaviors each week and quarter, we are able to respond to the data by creating incentives or providing development to teachers to help drive improvement in targeted areas.

- **Schoolwide Culture Dashboard:** We maintain a school culture dashboard with ongoing school culture information. This includes code of conduct data, as well as other discipline data that helps illuminate trends across classrooms, grade levels and student groups so that we can identify necess$_{ary}$ resources and provide coaching and support to teachers and grade levels as needed.

- **Stakeholder Survey Feedback:** At Collegiate, we use regular surveys to gather feedback from students, parents and staff. Students receive a quarterly survey throughout the year aimed at gathering data to support current quarterly focus goals as well as culture initiatives. Parents receive weekly Possip surveys. Staff receive monthly Possip surveys. The leadership team uses this data to respond to needs and, as needed, provide feedback to the staff to continue to develop strong relationships with students and families.

- **Quarterly KIPP Foundation High School Team Visits:** As a member of the KIPP High School Community, Collegiate receives additional instructional and leadership support from the KIPP

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

Foundation High School team. The principal has an assigned KIPP Foundation coach who he meets with every two weeks. Once a quarter, a team of leaders from the KIPP Foundation High School Team will conduct an all-day site visit, which includes classroom walkthroughs, student assessment and culture data analysis, and faculty interviews. The visit concludes with a meeting between the school leadership team and the KIPP Foundation High School Team to review strengths, quick hits, and a core focus to improve on.

e. Discuss progress made toward closing achievement gaps.

Collegiate has consistently demonstrated a pattern of growth for all students, leading to the closure of achievement gaps for all students. The academic data detailed in Section I describes Collegiate's progress towards closing achievement gaps for students.

In addition, in 2022, as outlined in the chart below, Economically Disadvantaged students at Collegiate earned an overall level three TVAAS Effectiveness Level, with level four effectiveness in ELA.

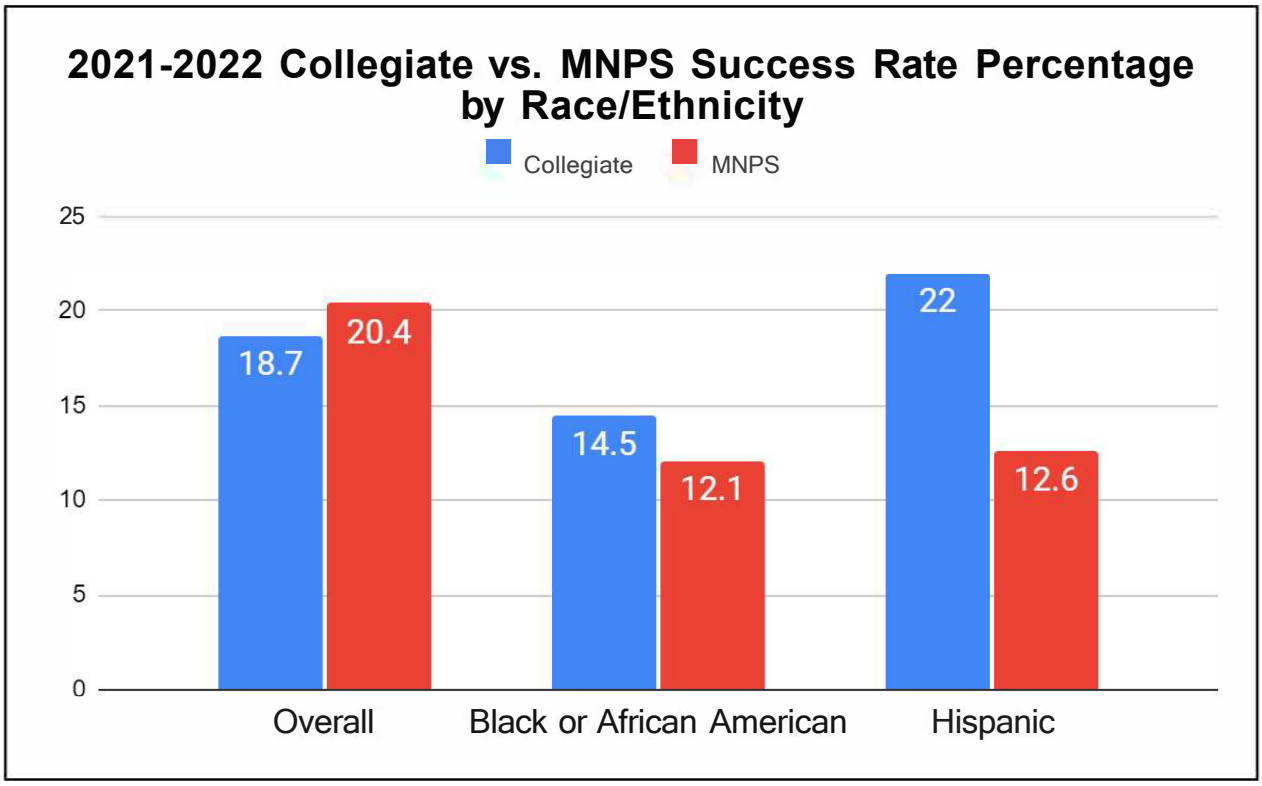
Economically Disadvantaged

Expand

Subject	Growth Measure	Standard Error	Growth Index	Effectiveness level
Math			-1.6	Level 2
English Language Arts			1.07	Level 4
Social Studies			-0.04	Level 3
Science			0.11	Level 3
Overall			**-0.32**	**Level 3**

Tennessee Success Rate

On the most recent Tennessee state report card, students at Collegiate have a 1.7% less overall success rate when compared to the success rate of the district. However, for Black/African American students and Hispanic students, which make up a combined 96% of the school's student population, Collegiate's success rate is greater than that of the same demographic student profile in Metro Nashville Public Schools (MNPS).



Ready Graduate

In 2022, Collegiate's Ready Graduate rate for Black/Hispanic/Native American students was 65.2% which is nearly three times the rate of 22.5% for that same demographic in MNPS. Additionally, Collegiate's Ready Graduate rate for Economically Disadvantaged students was 59.6%, which was also nearly three times higher than the 19.7% rate for Economically Disadvantaged students in MNPS. Students with Disabilities at Collegiate had a Ready Graduate rate of 13.3% compared to 9.7% for that same demographic in MNPS.

f. Outline leader and teacher professional development and its impact on student achievement.

Collegiate has a robust leader and teacher development model in service of student achievement. We believe that continuous development of our leaders and growth of our teachers produces stronger academic outcomes for students. Our leaders participate in the following professional development activities:

- **Weekly Coaching Meetings:** Each instructional leader at Collegiate has a weekly coaching meeting with his/her manager. During this meeting, teacher development data and student achievement data is reviewed and the manager and the leader discuss trends, actions and next steps to further impact student outcomes. The instructional leader and their manager will also conduct co-observations and classroom walkthroughs to collect additional data on student and teacher performance. Instructional leaders, with coaching and guidance from their manager, use real-time-feedback during these co-observations to impact teacher performance in the moment.

The weekly coaching meeting ends with a targeted area of development for the instructional leader.

- **Observations with Feedback:** All leaders at KIPP Nashville are observed in action and given feedback. This includes observations of professional development sessions, coaching meetings, and team meetings to improve impact and drive academic outcomes for students.

- **Co-observations:** Each member of our school leadership team completes co-observations with his/her manager as well as regional content leaders to identify instructional strategies and trends, and identify coaching next steps.

- **Content Rounds:** Our instructional leaders (School Leaders and APs) participate in monthly content rounds with leaders from across KIPP Nashville to norm on best practices, identify areas of excellence and growth, and solidify next steps to improve student achievement in the classroom.

- **70-20-10 Development Plans:** Each member of the school leadership team has a 70-20-10 development plan focused on identified areas of growth for each academic semester. This plan includes both job-embedded, formal coaching, and formal development opportunities.

- **Position-specific Site-Based and Regional Development:** Our leadership team members participate in position specific professional development opportunities both at the school (i.e. Summer Leadership Training) and at the regional level (Leadership Institute, Instructional Coaching Sessions, etc.).

- **External conferences and development opportunities:** Members of the leadership team also participate in external conferences aligned with their development. Recently, this has included the National Principals Academy Fellowship through Relay Graduate School of Education and KIPP Foundation Professional Development.

Our teachers also participate in ongoing professional development. This includes the following:

- **Individual Development Plans:** Each teacher has an individual performance goal aligned to student achievement and growth outcomes. They also have a development goal focused on a targeted area of growth to impact student achievement; this goal is aligned to the KIPP Nashville Instructional Excellence Rubric (IER). Performance and development goals are set in July and August and formally reviewed in October and November. If a teacher has made progress on their development goal, a new development goal, aligned to the IER is selected. A teacher and their instructional coach also measure growth against performance and development goals through weekly coaching and weekly action steps.

- **Weekly Coaching Meetings:** Each teacher meets with his/her manager weekly for an 03. These meetings include observation-feedback debriefs, weekly data meetings, and lesson and internalization meetings. Each meeting ends in a concrete and bite-sized action step focused on

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driving student achievement in the coming week. The coach commits to observing the teacher in the following week to measure progress on the teacher's identified weekly action step.

- **Real-Time Coaching:** Teachers receive real time coaching to improve their practice; they engage in Summer professional development sessions that explain and normalize the practice of getting feedback in-the-moment and in front of students from their instructional coach.

- **Summer Professional Development:** Collegiate provides annual professional development for all teachers focused on staff team building, classroom culture and execution, school systems and operations, as well as content and course internalization and planning.

- **Content Development:** Teachers are provided with ongoing content development sessions throughout the year, focused on planning and internalization, standards/content mastery, and student data. Teachers meet bi-weekly with their departments in professional development that is led by the assigned Department Chair.

- **Content Internalization Meetings:** All Collegiate teachers meet with their instructional coaches at the beginning of each new unit of study. As a team, they unpack the standards, examine the scope and sequence, and identify key learnings for that unit.

- **Practice Clinics:** Using diagnostic IER data and anecdotal classroom walkthrough data, the school leadership team creates a sequence of differentiated practice clinics, a 25 minute professional development session that is targeted on a very specific and concrete teacher skill. The practice clinic is run by an exemplary teacher or member of the leadership team and follows a "see it-name it-do it" structure where the presenter will model the skill ("see it"), the participants will name the elements that made the skill effective ("name it"), and the participants will plan for and practice the skill in the session ("do it"). The presenter will give feedback to participants' execution of the practice clinic skill during the practice time. Follow up from a practice clinic includes the participant filming themselves executing the focus skill in their classroom the following day or week and bringing that film to the following week's practice clinic.

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

g. Explain how the school supports diverse learners.

Supporting Diverse Learners

Collegiate employs five highly qualified and certified special education teachers and one highly qualified and certified EL teacher commensurate with the size and needs of the populations of students receiving special education and EL services.

Four of the special education teachers primarily serve students in an inclusion model; each teacher manages one grade level in the school and concentrates on either math or literacy. One of the special education teachers specializes high-needs students and teaches special education courses aligned to Tennessee State Standards.

The grade-level special education teachers work with the regular education teachers through collaborative planning, co-teaching, and consults wherein the special education teacher provides support to students with disabilities within the class. The grade-level special education teachers also work collaboratively with the general education teachers to provide classroom and instructional adaptations, identify and explain students' learning styles and suggest differentiation strategies for instruction. For collaboration and true inclusive programming, general education teachers have time for common planning periods with the special education teachers to work on student program modifications and consultations. The special education teacher is considered a consultant to classroom teachers and has been trained in utilizing different teaching techniques; however, training in special education policies, procedures, techniques and laws have been provided for all staff. In addition to their work in inclusion, the special education teachers plan and execute small-group instruction to target specific skill gaps of students with disabilities. Student-specific data is analyzed to place students in groups and for instructional planning.

The fifth special education teacher is the lead teacher for Principles of Transition, a life skills course designed to support students with obtaining key skills that will support them with their transition out of high school and beyond. This course is aligned with MNPS standards. This special education teacher also collaborates with general education teachers in the areas of English, Algebra, and Geometry to modify the curriculums as students receive instruction in the special education setting. This teacher also consults with all general education teachers as needed to ensure students receive modified curriculum when in the general education setting. This teacher is responsible for the case management of students on the alternate assessment, in addition to other students with low incidence disabilities. The teacher works and collaborates with four paraprofessionals who support both in the special and general education setting. Paraprofessionals are hired as dictated in students' Individualized Education Plans to provide appropriate service minutes and supports to students aligned to their present levels of performance.

Multiple different curricula are used at Collegiate in order to support students with reading and math deficits in the Tier 1, Tier 2, and Tier 3 settings.

- For reading, Collegiate uses the Fountas and Pinnell Leveled Literacy Instruction system. This curriculum is a research-based curriculum that supports students with developing strong reading skills while engaging with instructionally appropriate texts. This curriculum offers hundreds of texts that vary in rigor across grades K through 8. The curriculum additionally offers support with

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writing, grammar, vocabulary, phonemic awareness, morphology, reading fluency, and reading comprehension.

- For reading, Collegiate also uses the Reading REWARDS program by Voyager Sopris. This program is a research-based curriculum that supports students with developing word knowledge, including spelling, morphology, vocabulary, and decoding.
- For math, Collegiate uses diagnostic programs such as Math IXL and Delta Math. These programs are integral in ensuring that students in math intervention receive targeted, individualized lessons focused on their specific areas of deficits.

All special education teachers and paraprofessionals at Collegiate receive coaching and feedback from the AP of Student Support Services and are evaluated using the Instructional Excellence Rubric. Additionally, the AP of Student Support Services and all special education teachers collaborate with the school's counselor/social worker, as well as other support personnel-psychologist, speech pathologist, occupational therapist, physical therapist, hearing/vision support personnel, and board certified behavior analyst-retained, as needed, through Project Play Therapy, to meet the individual needs of the students served by the special populations department.

Supporting English Learners

Students receiving EL services not only work towards mastering the same standards as native English-speaking students, but also work towards mastering their individual WIDA standards and their WIDA ACCESS goals as set through their Individual Learning Plan (ILP). EL teachers use ACCESS data from the previous year to set individual, specific goals on reading, writing, speaking and listening for and tailor EL services around those needs. ILPs are reviewed by the ILP team every 4.5 weeks to assess student progress toward language goals. Student progress is tracked and documented in Ellevation. The EL teacher consults with all general education teachers to ensure that students receiving EL services can access and are successful with the grade level, general education curriculum. EL services are provided through a variety of models, including sheltered instruction, co-teaching, push-in, and pull-out models. The EL teacher is coached and managed by the AP of Student Support Services who sets deadlines and follows-up on completion of deadlines related to all ILP's. The EL teacher and manager meet to review the ILPs to make sure they include all components and are meaningful to the student.

In the sheltered instruction classrooms, students engage with an accommodated English I curriculum that supports developing in reading, writing, speaking, and listening, as well as mastery towards grade level standards. In addition to this, different curricula are used at Collegiate in order to support students with developing English language proficiency.

- Collegiate uses the Welcome Newcomers! curriculum by Saddleback, which is a research-based curriculum meant to support newcomers. This curriculum addresses key areas of life in the United States, such as healthcare and transportation, while supporting students with developing their reading, writing, speaking, and listening skills.
- Collegiate uses the ELL Teen Literacy Library curriculum by Saddleback, which is a research-based curriculum meant to support high school students receiving EL services. The curriculum includes high interest, low lexile texts. These texts, along with the included lessons, support students with developing their English language proficiency.

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

- Collegiate uses FinishLine 2.0, a WIDA ACCESS test preparatory program. This is a research-based program that supports all EL students with preparing for the WIDA ACCESS exam. The program provides students the opportunity to practice answering questions similar to what they will see on the WIDA ACCESS exam.

Intervention Supports

Collegiate implements the Response to Intervention (RTI) approach to provide intensive intervention for students who do not qualify for special education services but require additional support to master standards through the child study process.

The RTI process begins with an universal screener. KIPP Nashville uses the NWEA MAP assessment in reading and math. KIPP Nashville prioritizes intervention for the bottom quartile of students. For this bottom quartile, the team administers the AimsWeb Plus benchmarks, both in reading and math. This secondary benchmark allows the team to match students to appropriate academic interventions. The RTI-A team then monitors student performance to measure the efficacy of the interventions implemented.

Interventionists administer AimsWeb Plus progress monitoring probes every two weeks and comprehensive benchmarks are conducted in August, December, and May. The RTI-A team meets monthly to review progress. If a student is in Tier 3 interventions and is not making progress or making limited progress, they will be referred for evaluation in consultation with the RTI coordinator, Assistant Principal of Student Support Services, and the school psychologist.

The team will use the data from ongoing screenings, such as the MAP assessment and interim assessments to place each student in appropriate interventions that will meet their learning needs, as well as measure the intervention's impact on student outcomes.

Diverse Learner Results

Throughout Collegiate's history, we've worked to ensure all students grow by providing the supports detailed above. In addition, Collegiate has made multiple partnerships in the community to support their transition out of high school with the ultimate goal of living a choice-full adult life.

Collegiate has built a strong partnership with the Vanderbilt University Next Steps program. This program is a highly selective program for students identified with a diagnosis of intellectual disability. Students who participate in this program have the opportunity to take classes at Vanderbilt University, both in a sheltered setting focused on life skills and in the general education setting with other students. Currently, one student has been accepted to and is planning to attend Next Steps. A second student is in the application process.

Collegiate has also partnered with Kay Williams and Associates, a transition non-profit organization aimed at supporting students with their transition out of high school. The transition specialist currently services 90% of the students receiving special education services in their junior and senior years. The transition specialist has supported students with obtaining employment at local establishments such as Publix and Jiffy Lube. The transition specialist also works closely with Vocational Rehabilitation services to ensure students who need on-the-job training and coaching receive that service. Additionally, the

transition specialist has supported students with researching, touring, and matriculating to local colleges and universities, such as Nashville State Community College.

In 2022, Students with Disabilities and English Learners at Collegiate have seen strong growth against several key metrics outlined below.

TVAAS 2022 Results

Students with Disabilities

Subject	Growth Measure	Standard Error	Growth Index	Effectiveness Level
• Math			-0.63	Level 3
• EOC			-0.63	Level 3
Algebra I	-4.3	3.9	-1.11	Level 2
Algebra II	0.6	3.6	0.15	Level 3
Geometry	0.5	4.2	0.12	Level 3
• English Language Arts			-0.27	Level 3
• EOC			-0.27	Level 3
English I	-1.3	1.2	-1.03	Level 2
English II	0.9	1.1	0.78	Level 3
• Social Studies			1.0	Level 4
• EOC			1.0	Level 4
U.S. History	4.8	4.9	1.0	Level 4
• Science			1.9	Level 4
• EOC			1.9	Level 4
Biology I	6.7	3.5	1.9	Level 4
Overall			0.49	Level 3

English Learner

Subject	Growth Measure	Standard Error	Growth Index	Effectiveness Level
• Math			0.52	Level 3
• EOC			0.52	Level 3
Algebra II	1.9	3.7	0.52	Level 3
• English Language Arts			1.71	Level 4
• EOC			1.71	Level 4
English I	2.4	1.4	1.71	Level 4
• Science			2.22	Level 5
• EOC			2.22	Level 5
Biology I	8.5	3.8	2.22	Level 5
Overall			2.19	Level 5

In the 2021-2022 school year, our Students with Disabilities and English Learners demonstrated strong growth on state assessments, including level five results for our English Learners, which was an improvement from the level three designation earned in the 2020-2021 school year.

TVAAS 2021 Results

Students with Disabilities

USHA

Subject	Growth Measure	Standard Error	Growth Index	Effectiveness Level
• Math			1.5	Level 4
• EOC			1.5	Level 4
Algebre I	2.9	3.5	0.84	Level 3
Algebre II	0.8	3.4	0.22	Level 3
Geome,ry	5.3	3.5	1.55	Level 4
• English Language Arts			-0.14	Level 3
• EOC			-0.14	Level 3
English I	-0.3	1.0	-0.29	Level 3
Engli5h II	0.1	1.0	0.15	Level 3
• Social Studies			-1.33	Level 2
• EOC			-1.33	Level 2
US. History	-5.8	4.3	-1.33	Level 2
• Science			-0.38	Level 3
• EOC			-0.38	Level 3
Biology I	-1.4	3.8	-0.38	Level 3
Overall			0.3	Level 3

English Learner

ue+w

Subject	Growth Measure	Standard Error	Growth Index	Effectiveness Level
• Math			-0.87	Level 3
• EOC			-0.87	Level 3
Algebr&II	-3.3	3.5	-0.91	Level 3
Geometry	-1.1	3]	-0.31	Level 3
⌐ English Language Arts			1.08	Level 4
• EOC			1.08	Level 4
English I	1.1	1.0	1.08	Level 4
• Science			-1.24	Level 2
• EOC			-1.24	Level 2
Biology I	-5.0	4.0	-1.24	Level 2
Overall			-0.7	Level 3

In the 2020-2021 school year, our Students with Disabilities and English Learners demonstrated level three growth on state assessments, including level four results - larger than anticipated growth - for our English Learners in ELA.

h. Discuss areas of academic concern and changes made to address any deficiencies.

After a mostly virtual 2020-2021 school year, we noticed large drops in proficiency in math scores - on both state tests as well as AP results. This was especially true as compared to the same types of unit assessments in mathematics. In response, we made several adjustments to our curricular program and to the supports given to students who were below grade level:

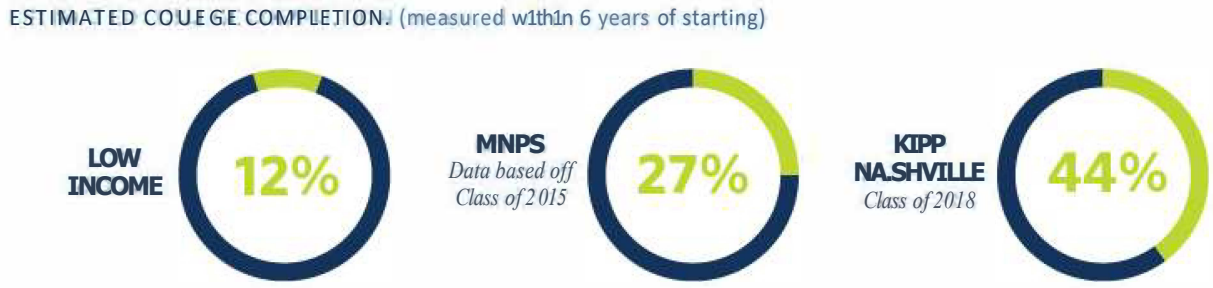
- First, we added "bridge lessons" to scopes and sequences in all grades, based on content that was not mastered the previous year. Teachers used these lessons to remediate content that was vital for success in the current grade level. We also added one flex day within each unit to give teachers time to respond to student data from daily exit tickets and biweekly quizzes.
- Second, we partnered with Blueprint Schools to provide two Math Fellows to support students behind grade level in Algebra I and Geometry. Each fellow pulls a small group of 4-7 students per math class and provides direct instruction and practice aligned to remedial skills.

Additionally, because of pandemic-related learning interruption, we noticed a drop in our students' overall ACT achievement in the 2021-2022 school year. While we are encouraged by the growth shown in the 2022-2023 school year, we are continuing to investigate investments into strong ACT support and preparation through the partnership with outside ACT prep agencies and through certifying current staff members in ACT Preparation.

i. Explain why the school's academic outcomes merit renewal of its charter agreement.

Collegiate has achieved academically and is a staple in the Nashville community as it has served students over the past nine years. In 2022, U.S. News and World Report ranked Collegiate as the 22nd best high school in Tennessee. Of Davidson County High Schools, Collegiate was ranked the 3rd best high school behind Hume Fogg and MLK, making us the top, non-admissions-based public school in Nashville.

With the unique support of KIPP Forward, KIPP Nashville's department focused on supporting Collegiate alumni through college, career, and beyond, Collegiate's alumni are on track to graduate from college at close to 2x the rate of their Davidson County peers, and at nearly 4x the rate of students from low income communities across the country.



Looking forward to the future, Collegiate will continue to push its students forward to make an even greater mark in all academic areas. Collegiate will strive to provide students with a skillset that will carry them through high school and beyond.

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

Section II - Operational Stability

a. Address progress toward meeting operational goals outlined in the charter agreement, if applicable.

In our 10 years of operations, Collegiate has worked to be an operationally excellent school. By focusing on enrollment, attendance, and attrition on the student front, we have worked to ensure that students can be successful in the classroom.

Collegiate has consistently hit its enrollment targets the last several years by serving roughly 470 students per year on average. Applications for 9th grade have increased every year for the past 4 years. In addition, we are working to ensure that our families are remaining with us. We closely monitor attrition and work to retain every student to the best of our ability. Our yearly attrition rate has averaged around 10%. To reduce student attrition, we regularly conduct intent to return surveys with families to understand who is considering leaving and why. This data is very helpful in strategizing how we can support the family. We also administer ongoing surveys to families through Possip to get feedback on what is going well and what are possible pain points.

In the past several years we have worked to establish strong systems to improve attendance, knowing it is a major indicator of student success. In 2020, our percent in attendance (PIA) was 93.9% and chronic absenteeism rate was 13.9%. The impact of the pandemic has decreased our daily attendance and increased our chronic absenteeism averages. We finished the 2021-2022 school year with a PIA of slightly lower than 92%. We will continue to refine our school systems around attendance promoting the importance of strong daily attendance on the academic trajectory for each of our students.

b. Discuss student enrollment over the course of the current charter term. Is the school operating at maximum capacity? How many students are currently on the waitlist?

Collegiate is currently operating at maximum capacity. The enrollment target is 474 students. Collegiate has maintained strong enrollment throughout its charter term with steady waitlists in almost all grades. There are currently 100 students on the waitlist.

c. Describe trends in student attrition rates and how leaders have addressed any concerns in attrition.

Below is the student attrition data for the most recent six years of the charter term. Collegiate's October to October attrition rate over the last six years. See chart below for the percentages.

In Year Attrition (10 Day Count to Last Day)		October to October Attrition	
2015 - 2016	6%	Oct. 2015 - Oct. 2016	29%
2016 - 2017	8%	Oct. 2016 - Oct. 2017	23%

2017 - 2018	8%	Oct. 2017 - Oct. 2018	15%
2018 - 2019	5%	Oct. 2018 - Oct. 2019	13%
2019- 2020	6%	Oct. 2019 - Oct. 2020	7%
2020 - 2021	4%	Oct. 2020 - Oct. 2021	12%
2021 - 2022	4%	Oct. 2021 - Oct. 2022	10%
2022 - 2023 (to date)	10%		

The table below illustrates specific reasons, by using exit codes, why students attrited from Collegiate.

Exit Reason Group	Exit Reason	2020-21	2021-22	2022-23
Transportation	Family relocated home out of charter boundary	48.0%	26.9%	27.1%
	Transportation or logistical issues	2.0%	3.8%	6.3%
Culture	Dropped out of school	12.0%	3.8%	2.1%
	School expelled student	2.0%	19.2%	18.8%
	Social, emotional, behavioral reasons	6.0%	15.4%	18.8%
Academics	Due to academic rigor of school	10.0%		2.1%
	Family withdrew student to avoid grade retention	4.0%	3.8%	
Other/ Not Sure	Do not know	6.0%	7.7%	10.4%
	Other	10.0%	19.2%	14.6%

We have traditionally seen two significant trends in attrition. First, a number of students leave because their families move out of the charter boundary. In many cases, these are families moving out of Davidson County due to cheaper housing prices. Second, we see students who are car riders but due to a change in family situation (new job/work hours, etc.), driving them to and from school every day becomes a challenge and they transfer to a school that can provide a bus.

We have worked hard to target students whose attrition is more within our control. Below is a summary of actions we have taken:

- Introduced a Possip survey allowing parents to provide feedback to the school once a month. After the survey, the Principal reviews the results from the previous week and follows up or assigns follow up for any parent concerns.
- We ensure we have regular, ongoing communication with parents through our teachers. We flag any attrition concerns for our Operations team, who quickly follows up with the family.
- We administer an intent to return survey each Spring, and follow up with any family who says "unsure" or "no" to address any possible concerns.

We have also noted that the majority of our attrition does happen in the summer, as our in-year attrition rates are lower than our October - October attrition rates. Our intent to return survey is intended to help address this trend. Additionally, we have added other elements of summer communication to families, including targeted calls to students at risk of leaving and summer newsletters from the school, as well as phone calls from teachers to introduce themselves and communicate excitement for the year before the year starts.

d. Explain how the school provides a safe environment and addresses the physical, social, emotional, and health needs of students.

We are thinking critically about the well being of each and every student that we serve. We comply with all school safety drill requirements to ensure that staff and students are clear about what to do in an emergency. In addition, we have partnered with the MNPS security office and Joffe Emergency Services (a national consultant) to ensure that we are constantly thinking critically about best practices related to emergency preparedness. In addition, we have had a full time nurse on staff who has and will continue to supports screenings, daily student needs, and staff training.

Over the charter term, Collegiate has and will continue to offer social and emotional services to its students. These services include support from behavior interventionists and a school counselor who provide an outlet to develop skills that will positively influence the student experience.

Since our founding, Collegiate has employed a full time school counselor whose focus is on carrying a caseload of students requiring counseling services. In the 2022-2023 school year, Collegiate expanded its counseling department to include two full time school counselors. Additionally, Collegiate has a long-standing partnership with Centerstone Counseling and a Centerstone therapist annually works with students who require therapeutic services outside of the mental health services our school counselors can provide.

Collegiate has established a school wide incentive program that redirects behaviors in a more positive direction. These wrap-around services showcase the intent of social and emotional support for Collegiate students.

In the 2022-2023 school year, Collegiate is using a social-emotional learning program called Sown to Grow, which is run to all students through their study hall block. Students engage in mini social-emotional-learning lessons such as mindfulness, self-regulation, goal-setting, and reflection. Students take a weekly survey that asks them to check in on their well-being, and this data is filtered

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

through to study hall teachers and the counseling department who provide check-ins with any students requiring or requesting them.

Annually, the counseling department draws attention to key social-emotional issues such as bullying and suicide through participation in Bullying and Suicide Awareness Week.

e. Explain how the school has made community connections and developed working relationships with parents and families.

Each year, the Collegiate team develops a family investment and engagement plan with the goal of building strong connections with the families of our students in favor of the well-being and achievement of each of our students. This plan is developed using data from ongoing surveys and parent feedback as well as practices that have been effective in the past. Below are the strategies that Collegiate employs to build and maintain relationships with families:

- **Weekly DeansList Report:** Each Thursday, parents receive a weekly report that details student behavior, attendance and grades over the course of the week.
- **New Family Spring and Summer Orientation:** All new families at Collegiate receive a live orientation where they learn about school policies and systems and begin to build relationships with the Collegiate team.
- **Weekly Family Newsletter:** Each Thursday, we send a digital newsletter with information about the school, upcoming dates and deadlines, and important family updates.
- **Parent Involvement Committee (PIC):** We have a Parent Involvement Committee aimed at integrating parents into planning and decision-making at the school. There is a PIC Leadership team comprised of parents.
- **Collegiate Social Media Account:** We post updates to school Facebook and Instagram accounts weekly to ensure all families have access to important dates and information.
- **Quarterly School-Wide Family Events:** Multiple times a year, we have whole school events to invite families into the school in addition to conferences and Back to School Night. These events include a celebration for Hispanic Heritage Month, a celebration for Black History Month, two music concerts, Science Fair, Talent Show, and other community partnership events.
- **Back to School Night:** We host Back to School Night each Fall to welcome students to their new grade level and allow parents to meet the teachers in person and learn more about that grade level.
- **Conferences:** We host conferences twice a year for parents to sign up to meet with all of the teachers.
- **Ongoing Caregiver Communication:**

- **Attendance Calls:** We call families any day that a student misses school.
- **Academic Communication:** Two times per quarter, the teacher of any academic class that a student is failing reaches out to discuss progress and interventions with the family of the student.
- **Behavior Calls:** We make calls for any behavior that results in a student being sent out of class.
- **Introductory/Positive Calls:** Each student receives an introductory/positive call within the first three weeks of each school year.
- **Email/Phone Number Availability:** All parents/caregivers have access to the email and phone number for each staff member at the school and can reach out as needed. Students are able to call teachers for homework help. Parents/caregivers can expect a response from staff within 48 business hours.

- **Ongoing Feedback Opportunities:**
  - **Weekly Possip Survey:** All caregivers receive a link once a month to take a Possip survey, allowing them to express their overall satisfaction with Collegiate and share specific feedback.

Additionally, Collegiate has a strong partnership with Communities in Schools of Tennessee, which provides a site coordinator to help with truancy, attendance, and student and family support.

One of the key programs that a KIPP high school offers its students and families is our KIPP Forward program. KIPP Forward supports Collegiate students, alumni, and families in developing the tools and knowledge needed to pursue a career of highest aspiration and follow their dreams. KIPP Forward's goal is to ensure that all students and families have the access, skills, and resources necessary to navigate the path to college, career, and beyond. KIPP Forward hosts annual meetings with juniors and their families to discuss the college wish-list building process and the application process. The Spring meeting with families culminates with students sharing their college or career wish lists to their families and KIPP Forward persistence counselors are present to support and answer questions. The KIPP Forward team meets with seniors and their families to discuss the application process, financial aid process, and the college matriculation and acceptance process.

f. Explain how the school sustains a well-functioning organizational structure that provides for personnel stability and effective teacher retention.

Collegiate has maintained and strengthened its organizational structure over time, through strategic recruitment and selection, teacher development, supportive school staffing structures and intentional retention strategies each year.

The staffing structure of the school has responded to the evolving needs of its students, and now includes a robust leadership team of 7 leaders that drives staff development and a well-rounded student support team that meets the varied needs of Collegiate's diverse student body. The Principal leads a leadership team composed of an Assistant Principal of Humanities, Assistant Principal of STEM, an Assistant Principal of Student Support Services, an Assistant Principal of Culture, a Dean of College and Career

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

Readiness, and a Director of Operations, each of whom have clear management responsibilities covering the management and development of every single staff member in the school building. Talent retention is a top priority at Collegiate for all leaders. Supporting teacher and staff development has been a key lever in retaining talent over the years, as well as providing highly competitive compensation.

All staff members receive two annual performance reviews-teachers are evaluated using our state approved KIPP Nashville Instructional Excellence Rubric-in addition to approximately weekly observation and coaching meetings with their manager in support of our commitment to talent development.

While Collegiate has worked hard and shown continued progress in retention of talent, there is also a dedicated talent recruiter working year-round to cultivate external talent for all staff positions, often seeing success leveraging referrals of current staff members having a great experience at Collegiate or across KIPP Nashville.

g. Describe the development of the board members and school leadership during the current charter term.

The KIPP Nashville Board of Directors founded and successfully governs the seven KIPP schools currently in operation. As a charter board with eighteen years of experience in Nashville, the KIPP Nashville Board of Directors leverages its experience and collective network to support Collegiate. The members of the KIPP Nashville Board of Directors have demonstrated experience with both local and national business leadership, legal expertise, government leadership, and philanthropic organizations.

Every year the KIPP Nashville Board of Directors participates in a development exercise facilitated by the KIPP Foundation and approved by the Tennessee Charter School Center. This process begins with a board reflection survey each spring that gives us data on the board's strengths and opportunities relative to KIPP Nashville's plans and priorities. The KIPP Foundation launches this survey, and helps our executive director, board chair and committee chairs synthesize results. We then use this data to set overall board and committee goals for the coming year, which drives the board's development and growth plans.

Additionally, current Board members have acquired extensive experience in working as a team to manage the interests of KIPP Nashville and many participated in the founding of the three KIPP Nashville schools currently in operation.The KIPP Nashville Board of Directors is currently composed of fourteen members, including one KIPP Nashville parent. The KIPP Nashville Board of Directors, as the sole governing body of all current sites, will govern and advocate for the region of schools as a whole.

During the current charter term, Collegiate has significantly expanded its approach to school leadership development. First, the expansion of the leadership team itself has allowed its members to go deeper than before on their distinct function-for instance, with the addition of a Leader of Student Support Services, the team is now staffed with an expert in effectively serving students with all needs and this individual is given the opportunity to share their research-based strategies for supporting diverse learners with the entire school community.

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

Additionally, Collegiate has set up specific strategies to drive leader development skills during this term. Several members of the leadership team attend formal programming through the KIPP Foundation's Leadership and Coaching professional development sessions and KIPP Nashville's Summer Leadership Institute.

Since 2019, Collegiate has been host to at least one Principal in Residence. The Principal in Residency program is a model established in 2018 to identify the current staff members interested in pursuing school leadership at KIPP - and those individuals work with a mentor principal, and in addition to serving as an assistant principal, participate in additional professional development in preparation for becoming a principal. The principal in residency model has proven successful in creating a strong internal pipeline to the principal role, setting up new principals to have a stronger foundation than a traditional first year principal.

h. Describe any facility changes/improvements and their impact on achieving school goals.

KIPP Nashville's mission includes the phrase "we create joyful, academically excellent schools." Maintaining a safe and welcoming facility is fundamentally aligned to this aspect of the mission. Strong facilities help attract and retain students, families, and staff members. When facilities look great and function well, students and teachers are able to focus on learning and instruction.

Collegiate is located in Metro Nashville government's Highland Heights facility, which was originally constructed in 1935 but was completely renovated and modernized in 2012-2014, resulting in LEED Silver certification in 2015. This complete renovation included:

- Modernizing classrooms, science labs, computer labs, music classroom with built in recording studio, and a new cafeteria and kitchen
- 150 geothermal wells located throughout the grounds
- Interior and exterior lights that energy-efficient and automatically adjust to natural light levels
- A subterranean HVAC piping loop that circulates water which provides cooling in the summer and heating in the winter
- Energy efficient windows
- 26% energy cost savings
- 32% water use reduction
- 12% recycled content in building materials

Throughout the charter term, Collegiate has prioritized maintaining a safe and well-functioning facility for its students, staff, and visitors. To make the facility function better for both Collegiate and its co-occupant KIPP Academy Nashville, KIPP Nashville has made investments in the safety and security of the facility, including:

- Construction of security vestibules at main entrances
- Leveraging the expertise of Joffe Emergency Services, a contractor specializing in emergency response training and school safety and implementing their recommendations
- Installation of door access controls at main entrances and CCTV surveillance systems

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

- Implementation ofRaptor visitor management system
- Installation ofblackout curtains for lockdown drills and events

i. Explain why the school's operational condition merits renewal ofthe charter agreement.

As outlined above, we have proven that we can hit our operational goals. We are looking towards the future to continue this work with the support ofthe regional operations team. We have the infrastructure in place to ensure that we have what we need to succeed.

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

Section III - Financial Health

a. Address progress toward meeting financial goals outlined in the charter agreement, if applicable.

The organization has successfully maintained days cash on hand significantly above the standard 60 day benchmark as well as significantly exceeding all financial covenants. The board finance cornrnittee oversees the financial management of the organization and annually has approved the audit, budget, internal financials, and other related financial activities.

b. Report on the fiscal management of the school during the current charter term based on previously submitted audits, including A-133 audits if applicable, and financial reports.

The organization has managed to have a clean audit across as it relates to all financial reporting in all years of operation including the most recent FY22 audit. The board of trustees has approved the audit each year.

c. Address the alignment between expenditures and the school's mission and plans for student academic growth and staff professional development.

Over 80% of Collegiate's budget goes directly to support student achievement and staff development through the funding of the school's leadership, instructional staff, operational staff, and direct student and school administrative expenses. Remaining costs support facilities, transportation, and related school support services. Over the last several years, KIPP Nashville has been able to invest greater funds into the school's program as per pupil funding has increased. These funds have generally been concentrated in teacher salaries as well as lowering student to staff ratios.

d. Review how any significant fiscal challenges were addressed during the current charter term.

There were no significant fiscal challenges during the current charter term.

e. Describe efforts to operate the school in a financially sound and transparent manner.

The school complies with all local and state regulations regarding financial transparency and reporting. This includes publishing the annual audit, reporting the annual budgets to authorizers, and convening quarterly public board meetings to report on the schools financial status.

In addition, the school has financial requirements from its existing loans and bonds that ensure financial stability going forward. This includes keeping days cash on hand above 45 days (though we intend to keep above 90 days cash on hand in an approach more conservative than this requirement) and debt service coverage ratio above 1.25. KIPP Nashville also intends to maintain (or improve) its BBB credit rating.

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

f. Explain why the school's financial condition merits renewal of the charter.

The school has operated in excellent financial health during its charter term and has been successful in directing more resources to support the instructional program of the school. There have been no audit findings or other financial concerns regarding the school's operation. KIPP Nashville maintains a strong BBB credit rating, with more than 200 days unrestricted operating cash and a debt service coverage ratio above 2. The school is currently financially sustainable and well positioned to continue to educate students with excellence.

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

Section IV - Future Plan/Projections

Provide an overview of the charter school's future goals and plans for goal achievement. Include the plan for:

a. Academics and updated academic benchmarks

As we seek to intentionally address the impact of learning interruption caused by COVID-19, Collegiate is aiming its sights on ambitious learning targets for its students. On all EOC assessments, our goal is for 50% of students to be on-track or mastered. In order to make progress against those goals, one of Collegiate's school-wide priorities for the 2023-2024 school year will be a focus on data-driven instruction and reteach lessons. Using the standards aligned curriculum and assessments, teachers and instructional coaches will dig into weekly student formative data to identify strengths and gaps and then use that data to craft intentional reteach lessons.

We continue to aim for at least 50% of graduates scoring a 21 + on the ACT. In that pursuit, we will leverage our three mock ACT benchmarks given at the beginning, middle, and end of the school year, and staff will conduct a thorough analysis of growth and achievement on their students' mastery of the College and Career Readiness ACT standards. Staff will use this data to inform mini-lessons and weekly mastery quizzes to measure student growth and mastery on any of the ACT standards that were not mastered.

b. Organizational changes (if applicable)

Collegiate operates an organizational structure that has remained consistent since its opening in 2013. There are no significant organizational changes at this time.

c. Expansion (if applicable)

Collegiate does not have any growth plans at this time.

d. Facility improvements

KIPP Nashville is discussing with Metro government possible plans to continue investing in facility improvements over the course of Collegiate's next charter term, with focus on modernizing the facility and improving its safety and functionality for staff and students. Possible renovation projects include:

- Construction of a high school-regulation gymnasium
- Upgrades to outdoor PE and recess spaces
- Introduction of an electronic access control system and related door hardware replacement
- Expansion and/or replacement of closed-circuit TV IP camera system
- Modernization of audiovisual cabling
- Introduction of solar energy

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

e. Projected financial security

KIPP Nashville is well positioned financially to move forward with the organization's future plans while continuing to strengthen current programming. Our plans anticipate continued strength in reserves for many years. Currently **KIPP** Nashville has more than 200 days of unrestricted cash on hand, and it is our intention to keep this measure well above 90 days even when growing and expanding. In addition, we intend to maintain (or improve) our BBB credit rating, as well as keep our debt service coverage ratio above our 1.25 requirement.

The strong cash position as well as diligent multi-year strategic and financial planning allow for this to occur.

f. Operational management

Collegiate is committed to ensuring that we remain an operationally excellent school. By continuing to refine our strong systems, we will continue to be fully enrolled with daily attendance averaging 95% or greater. Our school based operations team is supported by a robust regional operations team with expertise in each area of operations. We have the infrastructure in place to ensure that we have what we need to succeed.

g. Addressing any past academic, organizational, or financial deficits

Prior to the pandemic, Collegiate had a track record of strong academic growth and performance. However, during the global pandemic, student performance declined dramatically, as it did in underserved areas across the city and country. Coming out of the pandemic, we added additional support teachers, including math tutors to help students quickly fill learning gaps. Additionally, Collegiate is coordinating and partnering with the national KIPP Foundation for more support. From the regional team, we are adding more strategic support and coaching in STEM.

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

TN Department of Education | Charter Schools

Model Charter School Performance Framework

August 2018

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

Introduction

Pursuant to Tennessee Code Annotated (T.C.A.) § 49-13-143, if a chartering authority has not adopted a performance framework for all of its schools, it must adopt the model performance framework developed by the department for its charter schools. The Tennessee Department of Education has adopted the following model performance framework for charter schools in compliance with this statute.

This model is based on the framework created by the Tennessee State Board of Education in 2014 and revised in January 2018.

This model charter school performance framework was designed to be modified and may be adjusted as appropriate to align with the specific performance goals within each charter school's agreement.

Section I. Academic Performance & School Culture

Pursuant to T.C.A § 49-13-102, two of the purposes of a charter school are to improve learning for all students and to ensure that children have the opportunity to reach proficiency on state academic assessments. In addition, the law states that "[t]he performance-related provisions within a charter agreement shall be based on a performance framework that clearly sets forth the academic and operational performance indicators, measures, and metrics that will guide the authorizer's evaluation of each public charter school."[1] For students, families, and the community, the main question that needs to be answered is: "Is this school a high-achieving school?" With increased school autonomy, a bedrock of charter school authorization, comes the expectation of high academic achievement. The following pages outline the measures by which a charter school's academic performance may be evaluated for purposes of yearly monitoring, potential interventions and plans of correction, and renewal and revocation decisions. A school will be evaluated on each performance measure and will receive a rating for each measure as well as a composite score that encompasses the entire academic performance framework.

[1] T.C.A. § 49-13-143(a)

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

The academic performance framework is made up of three key areas, which are outlined below. Additional details and explanations around these areas are included in the pages that follow.

1. Student Achievement (50%)
2. Comparative Performance (30%)
3. School Culture (20%)

1: Student Achievement (50%)

Charter schools will be evaluated in the following three areas in student achievement. The total weight of the following three areas equals 50 percent of the total final score for this area.

1. *Absolute Achievement:* Absolute achievement will be measured by the percentage of students scoring "On Track" or "Mastered" on the Tennessee state assessments in the subject areas of ELA, math, and science.[2] The total scoring weight for absolute achievement is 25 percent with each subject area consisting of 8.3 percent of the total 25 percent. If a school is not being tested in a certain area, the total of 25 percent will be reallocated equally among the total tested subject areas.

2. *Growth:* Growth in achievement will be measured by the TVAAS overall composite index. TVAAS composites are reported on a 1-5 scale and are one-year scores.

3. *Chronic Absenteeism:* Defined as the percent of students missing 10 percent or more of enrolled school days.

[2] The science thresholds are based on Tennessee state assessment data from 2017. Once the new aligned science TNReady assessments are released, these science thresholds will be updated to be more consistent with the latest science assessment data.

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

The following table is provided as a model and may be adjusted as necessary to align with agreed upon performance goals between the authorizer and the charter operator.

Sub-Category	Description	Grade Level	Falls Far Below Standard	Does Not Meet Standard	Meets Standard	Exceeds Standard	Total Weight
	Points Total		**1**	**2**	**3**	**4**	
Absolute Achievement	Absolute performance in ELA, as measured by Tennessee state assessments - Percent of students scoring On Track/Mastered	All	Less than 20%	20%-34.9%	35%-49.9%	50% or more	8.3%
	Absolute performance in math, as measured by Tennessee state assessments - Percent of students scoring On Track/Mastered	All	Less than 20%	20%-34.9%	35%-49.9%	50% or more	8.3%
	Absolute performance in science, as measured by Tennessee State Assessments - Percent of students scoring On Track/Mastered	All	Less than 40%	40%-49.9%	50%-70%	Greater than 70%	8.3%
Growth	TVAAS overall composite index	All	Level 1	Level 2	Level 3	Level 4 & 5	20%
Chronic Absenteeism	The percent of students missing 10 percent or more of enrolled school days	HS	Greater than 30%	20.1-30%	10.1%-20%	10% or less	5%
		K-8	Greater than 20%	13.1%-20%	6.1%-13%	6% or less	

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

2: Comparative Performance (30%)

This section of the performance framework measures comparative performance between the charter school and the authorizing district average in the subject areas of English/language arts, mathematics, science and social studies. Comparison of charter performance to the authorizing district average allows for the evaluation of whether the charter school is providing a better option for students. Comparative achievement will be measured by evaluating the percentage of students who scored "On Track" or "Mastered" on the state assessments at the charter school, as compared to the authorizing district average.

- In grades 3-8, an average percent "On Track" or "Mastered" of all grades will be calculated for each tested subject.
    - This average will be calculated by taking the total number of students scoring "On Track" or "Mastered" and dividing it by the total number of students who took the test in grades 3-8.
- In high school, an average percent "On Track" or "Mastered" will be calculated for end-of-course (EOC) assessments in English I and II, Algebra or Integrated Math I, Geometry or Integrated Math II, Algebra II or Integrated Math III, Biology, and U.S. History.
    - This average will be calculated by taking the total number of students scoring "On Track" or "Mastered" and dividing it by the total number of students who took the tests, which will be grouped by subject.
    - EOC assessments will be grouped by subject in the following way:
        - ELA: English I and II
        - Math: Algebra or Integrated Math I, Geometry or Integrated Math II, Algebra II or Integrated Math III
        - Science: Biology
        - Social Studies: U.S. History

*If a school is not being tested in certain subject areas, the total weight will be reallocated equally among the total tested subject areas.

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

The following table is provided as a model and may be adjusted as necessary to align with agreed upon performance goals between the authorizer and the charter operator.

Measure	Description		Falls Far Below Standard	Does Not Meet Standard	Meets Standard	Exceeds Standard	Total Weight
2a	School comparative performance to authorizing district average in ELA	All Grades	More than 15 percentage points lower than the authorizing district	5.1-15 percentage points lower than the authorizing district	Up to 5 percentage points below or above the authorizing district	Greater than 5 percentage points higher than the authorizing district	7.5%
2b	School comparative performance to authorizing district average in math	All Grades	More than 15 percentage points lower than the authorizing district	5.1-15 percentage points lower than the authorizing district	Up to 5 percentage points below or above the authorizing district	Greater than 5 percentage points higher than the authorizing district	7.5%
2c	School comparative performance to authorizing district average in science	All Grades	More than 15 percentage points lower than the authorizing district	5.1-15 percentage points lower than the authorizing district	Up to 5 percentage points below or above the authorizing district	Greater than 5 percentage points higher than the authorizing district	7.5%
2d	School comparative performance to authorizing district average in social studies	All Grades	More than 15 percentage points lower than the authorizing district	5.1-15 percentage points lower than the authorizing district	Up to 5 percentage points below or above the authorizing district	Greater than 5 percentage points higher than the authorizing district	7.5%

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

3: School Culture (20%)

This section of the performance framework measures aspects of the school culture by assessing the school's suspension, student attrition, teacher retention, and student attendance rates.

The following table is provided as a model and may be adjusted as necessary to align with agreed upon performance goals between the authorizer and the charter operator.

Measure	Description	Grade Level	Falls Far Below Standard	Does Not Meet Standard	Meets Standard	Exceeds Standard	Total Weight
3a	Suspension rate	ES	5% or more	4%-4.9%	3%-3.9%	Less than 3%	5%
		MS	20% or more	13%-19.9%	5%-12.9%	Less than 5%	
		HS	10% or more	8%-9.9%	4%-7.9%	Less than 4%	
3b	Student attrition rate	All	35% or more	25%-34.9%	15%-24.9%	Less than 15%	5%
3c	Teacher retention rate	All	Less than 65%	65%-74.9%	75%-84.9%	85% or more	5%
3d	Student attendance rate	All	Less than 90%	90%-93.9%	94%-96.9%	97% or more	5%

3a: The suspension rate is measured as the percentage of individual students suspended one or more times at a school during the school year. This rate includes out-of-school suspensions only.
3b: The student attrition rate is measured as the total percentage of students who left the school for reasons other than completing the highest grade in one annual cycle between Oct. 1 of a given year and Oct. 1 of the next year.[3] This annual cycle was selected to account for student attrition during the school year and during the summer months.
3c: Teachers who are non-renewed are not included as part of the teacher retention rate. This metric will also hold harmless teachers who move into a different role at the school or in the charter management organization.
3d: The student attendance rate is measured as an average number of days students attend school as compared to the average number of days students are enrolled.

[3] Oct. 1 is commonly used as the date by which schools track official enrollment numbers, because typical beginning-of-year fluctuations in enrollment even out by Oct. 1. The National Center for Education Statistics (NCES) also uses this date when referencing enrollment for a given year.

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

Section I Rating System

Each school will receive points for each measure based on where they fall on the range (from "Falls Far Below Standard" through "Exceeds Standard"). Then, the points for the measure will be weighted according to each measure's assigned weight. Each rating will receive the following number of points:

Rating	Falls Far Below Standard	Does Not Meet Standard	Meets Standard	Exceeds Standard
Points	**1**	**2**	**3**	**4**

The number of points received will be multiplied by the section weight to yield a final score for the academic and cultural section.

Example: ABC Charter School

Section	Section Weight	Indicator	Falls Far Below Standard	Does Not Meet Standard	Meets Standard	Exceeds Standard	Final Score	Indicator Weight	Weighted Score
Student Achievement	50%	School academic performance, as measured by TN's accountability system	1	2	3	4	3	50%	1.5
Comparative Performance	30%	School comparative performance to authorizing district average in ELA	1	2	3	4	2	7.5%	0.15
		School comparative performance to authorizing district average in math	1	2	3	4	3	7.5%	0.225
		School comparative performance to authorizing district average in science	1	2	3	4	1	7.5%	0.075
		School comparative performance to authorizing district average in social studies	1	2	3	4	3	7.5%	0.225
Culture	20%	Suspension rate	1	2	3	4	2	5%	0.10
		Student attrition rate	1	2	3	4	3	5%	0.15
		Teacher retention rate	1	2	3	4	3	5%	0.15
		Student attendance rate	1	2	3	4	3	5%	0.15
Average Total Rating* = 3 (Meets Standard)									

*To assign the final score determination, the "Average Total Rating" will be rounded to the nearest whole number. (For example, a score of 2.5 would be rounded up to a 3 and assigned the determination of "Meets Standard." A score of 2.4 would be rounded down to a 2 and a determination of "Does Not Meet Standard.")

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

Section II. Financial Performance

In addition to academic performance, another important indicator of short-term and long-term success of charter schools is financial performance. Annually, a charter school will be rated on the following near term and sustainability indicators. Any school that receives a "Falls Far Below" rating in any category will receive an immediate Plan of Correction to assist in remedying the deficiencies in this financial area. Three or more successive years of ratings that include a measure in the "Falls Far Below" category may result in a recommendation of immediate revocation of the charter.

The following indicators, measures and suggested ratings are provided as a model and may be adjusted as necessary to align with agreed upon performance goals between the authorizer and the charter operator.

Indicators and Measures:

1. Near Term Indicators:
    a. Current Ratio
    b. Unrestricted Days Cash
    c. Enrollment Variance
    d. Default
2. Sustainability Indicators:
    a. Total Margin
    b. Debt to Asset Ratio
    c. Cash Flow
    d. Debt Service Coverage Ratio

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

1: Near Term Indicators

1(a). Current Ratio:

The Current Ratio is determined by dividing the charter school's total current assets divided by the current liabilities.

□ Meets Standard

- Current Ratio is greater than or equal to 1.1, OR
- Current Ratio is between 1.0 and 1.1 and one-year trend is positive (current year ratio is higher than last year's)
- *For schools in their first or second year of operation, the Current Ratio is greater than or equal to 1.1*

□ Does Not Meet Standard

- Current Ratio is between 0.9 and 1.0 or equal to 1.0, OR
- Current Ratio is between 1.0 and 1.1 and one-year trend is negative

□ Falls Far Below Standard

- Current Ratio is less than or equal to 0.9, OR
- If a school is in their first or second year of operation, Current Ratio is less than 1.1

1(b). Unrestricted Days Cash:

Unrestricted Days Cash divided by ([Total Expense minus Depreciation Expenses] Divided by 365)

□ Meets Standard

- 60 Days Cash, OR
- Between 30 and 60 Days Cash and one-year trend is positive
- For schools in their first or second year of operation, Days Cash is 30 days or greater

□ Does Not Meet Standard

- Days Cash is between 15-30 days, OR
- Days Cash is between 30-60 days and one-year trend is negative

□ Falls Far Below Standard

- Fewer than 15 days cash, OR
- For schools in their first or second year of operation, Days Cash is less than 30 days

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

1(c). Enrollment Variance:
Actual Enrollment divided by Enrollment Projection in Charter School Board-Approved Budget

□ Meets Standard
- Enrollment Variance equals or exceeds 95 percent in the most recent year

□ Does Not Meet Standard
- Enrollment Variance is between 85 percent and 95 percent in the most recent year

□ Falls Far Below Standard
- Enrollment Variance is less than 85 percent in the most recent year

1(d). Default:

□ Meets Standard
- School is not in default of loan covenant(s) and/or is not delinquent with debt service payments

□ Does Not Meet Standard
- School is in default of loan covenant(s), but has worked with lender(s) to restructure debt service payments

□ Falls Far Below Standard
- School is in default of loan covenant(s) and/or is delinquent with debt service payment

2: Sustainability Measures

2(a). Total Margin:
Total Margin is Net Income divided by Total Revenue, and Aggregated Total Margin is Total Three-Year Net Income divided by Total Three-Year Revenues

□ Meets Standard
- Aggregated Three-Year Total Margin is positive and the most recent year Total Margin is positive, OR
- Aggregated Three-Year Total Margin is greater than -1.5 percent, the trend is positive for the last two years, and the most recent year Total Margin is positive
- For schools in their first or second year of operation, the cumulative Total Margin is positive

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

□ Does Not Meet Standard
- Aggregated Three-Year Total Margin is greater than -1.5 percent, but trend does not "Meet Standard"

□ Falls Far Below Standard
- Aggregated Three-Year Total Margin is less than or equal to -1.5 percent,
- The most recent year Total Margin is less than -10 percent, OR
- For schools in their first or second year of operation, the cumulative Total Margin is negative

2(b). Debt to Asset Ratio:
Total Liabilities divided by Total Assets

□ Meets Standard
- Debt to Asset Ratio is less than 0.9

□ Does Not Meet Standard
- Debt to Asset Ratio is between 0.9 and 1.0

□ Falls Far Below Standard
- Debt to Asset Ratio is greater than 1.0

2(c). Cash Flow:
Multi-Year Cash Flow = Year 3 Total Cash – Year 1 Total Cash; One-Year Cash Flow = Year 2 Total Cash – Year 1 Total Cash

□ Meets Standard
- Multi-Year Cumulative Cash Flow is Positive and Cash Flow is positive each year, OR
- Multi-Year Cumulative Cash Flow is positive, Cash Flow is positive in one of two years, and Cash Flow in the most recent year is positive
- For schools in their first or second year of operation, cash flow is positive

□ Does Not Meet Standard
- Multi-Year Cumulative Cash Flow is positive, but trend does not "Meet Standard"

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

□ Falls Far Below Standard
- Multi-Year Cumulative Cash Flow is negative, OR
- For schools in their first or second year of operation, cash flow is negative

2(d). Debt Service Coverage Ratio:
(Net Income + Depreciation + Interest Expense) divided by (Annual Principal, Interest, and Lease Payments)

□ Meets Standard
- Debt Service Coverage Ratio is equal to or exceeds 1.1

□ Does Not Meet Standard
- Debt Service Coverage Ratio is less than 1.1

□ Falls Far Below Standard
- Not Applicable

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

Section III: Organizational Performance

A charter school's performance in the organizational measures is a large piece of the overall health of a charter school. Deficiencies or weaknesses in organizational performance may be an indicator of the overall health of the charter school. Any school that receives a "Falls Far Below" rating in any category will receive an immediate Plan of Correction to assist in remedying the deficiencies in this organizational area. Three or more successive years of ratings that include a measure in the "Falls Far Below" category may result in a recommendation of immediate revocation of the charter.

The following indicators, measures and suggested ratings are provided as a model and may be adjusted as necessary to align with agreed upon performance goals between the authorizer and the charter operator.

Indicators and Measures:

1. Education Program:
    a. Charter Terms
    b. Compliance with Education Requirements
    c. Students with Disabilities Rights
    d. English Language Learner Rights
2. Financial Management and Oversight
    a. Financial Reporting and Compliance Reporting
    b. Generally Accepted Accounting Principles
3. Governance and Reporting
    a. Governance Requirements
    b. Accountability of Management
    c. Reporting Requirements
4. Students and Employees
    a. Rights of Students
    b. Credentialing
    c. Employment Rights
    d. Background Checks
5. School Environment
    a. Facilities and Transportation
    b. Health and Safety
    c. Information Handling
6. Additional Obligations
    a. All Other Obligations

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

1: Education Program

1(a). Is the school implementing the material terms of the education program as defined in the current charter contract?

□ Meets Standard

- The school implemented the material terms of the education program in all material respects and the education program in operation reflects the material terms as defined in the charter contract, or the school has gained approval for a charter modification to the material terms.

□ Does Not Meet Standard

- The school failed to implement the material terms of the education program as defined in the charter agreement; however, the school promptly came into compliance once the shortcoming(s) were identified.

□ Falls Far Below Standard

- The school failed to implement the material terms of the education program as defined in the charter agreement in the manner described above.

1(b). Is the school complying with applicable education requirements?

□ Meets Standard

- The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to education requirements, including but not limited to:
    - Instructional days or minutes requirements
    - Graduation and promotion requirements
    - Content standards
    - State assessments
    - Implementation of mandated programming as a result of state or federal funding

□ Does Not Meet Standard

- The school failed to comply with all applicable laws, rules, regulations, and provisions of the charter agreement relating to education requirements as described above; however, the school promptly came into compliance once the shortcoming(s) were identified.

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

□ Falls Far Below Standard

- The school failed to comply with all applicable laws, rules, regulations, and provisions of the charter agreement relating to education requirements as described above.

1(c). Is the school protecting the rights of students with disabilities?

□ Meets Standard

- Consistent with the school's status and responsibilities, the school materially complies with applicable laws, rules, regulations, and provisions of the charter contract (including the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act) relating to the treatment of students with identified disabilities and those suspected of having a disability, including but not limited to:
    - Equitable access and opportunity to enroll
    - Identification and referral
    - Appropriate development and implementation of Individualized Education Plans and Section 504 plans
    - Operational compliance, including provision of services in the least restrictive environment and appropriate inclusion in the school's academic program, assessments, and extracurricular activities
    - Discipline, including due process protections, manifestation determinations, and behavioral intervention plans
    - Access to the school's facility and programs in a lawful manner and consistent with students' IEPs or Section 504 Plans
    - Securing of all applicable funding

□ Does Not Meet Standard

- The school did not materially comply with all applicable laws, rules, regulations, and provisions of the charter contract relating to the treatment of students with identified disabilities and those suspected of having a disability in the manner described above; however, the school promptly came into compliance once the shortcoming(s) were identified.

□ Falls Far Below Standard

- The school failed to comply with all applicable laws, rules, regulations, and provisions of the charter agreement relating to the treatment of students with identified disabilities and those suspected of having a disability in the manner described above.

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

1(d). Is the school protecting the rights of English Language Learner (ELL) students?

□ Meets Standard

- The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract (including Title III of the Elementary and Secondary Education Act (ESEA) and the US Department of Education authorities) relating to the English Language Learner requirements, including but not limited to:
    - Required policies related to the service of ELL students
    - Proper steps for identification of students in need of ELL services
    - Appropriate and equitable delivery of services to identified students
    - Appropriate accommodations on assessments
    - Exiting of students from ELL services
    - Ongoing monitoring of exited students

□ Does Not Meet Standard

- The school did not materially comply with all applicable laws, rules, regulations, and provisions of the charter agreement relating to English Language Learner requirements in the manner described above; however, the school promptly came into compliance once the shortcoming(s) were identified.

□ Falls Far Below Standard

- The school failed to comply with all applicable laws, rules, regulations, and provisions of the charter agreement relating to English Language Learner requirements in the manner described above.

2: Financial Management

2(a). Is the school meeting financial reporting and compliance requirements?

□ Meets Standard

- The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to financial reporting requirements, including but not limited to:
    - Complete and on-time submission of financial reports, including annual budget, revised budget (if applicable), periodic financial reports as required by the authorizer, and any reporting requirements if the board contracts with an Education Service Provider (ESP)

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

- On-time submission and completion of annual independent audit and corrective action plans, if applicable
- All reporting requirements related to the use of public funds

□ Does Not Meet Standard

- The school failed to comply with all applicable laws, rules, regulations, and provisions of the charter agreement relating to financial reporting requirements as described above; however, the school promptly came into compliance once the shortcoming(s) were identified.

□ Falls Far Below Standard

- The school failed to comply with all applicable laws, rules, regulations, and provisions of the charter agreement relating to financial reporting requirements as described above.

2(b). Is the school following Generally Accepted Accounting Principles?

□ Meets Standard

- The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to financial management and oversight expectations as evidence by an annual independent audit, including but not limited to:
  - An unqualified audit opinion
  - An audit devoid of significant findings and conditions, material weaknesses, or significant internal control weaknesses
  - An audit that does not include a going concern disclosure in the notes or an explanatory paragraph within the audit report

□ Does Not Meet Standard

- The school failed to comply with all applicable laws, rules, regulations, and provisions of the charter agreement relating to financial management and oversight expectations as described above; however, the school promptly came into compliance once the shortcoming(s) were identified.

□ Falls Far Below Standard

- The school failed to comply with all applicable laws, rules, regulations, and provisions of the charter agreement relating to financial management and oversight expectations as described above.

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

3: Governance and Reporting

3(a). Is the school complying with governance requirements?

□ Meets Standard

- The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to governance by its board, including but not limited to:
    - Board policies, including those related to oversight of an Education Service Provider (ESP), if applicable
    - Board bylaws
    - State open meetings law
    - Code of ethics
    - Conflicts of interest
    - Board composition and/or membership rules (e.g., requisite number of qualified teachers, ban on employees or contractors serving on the board, etc.)
    - Compensation for attendance at meetings

□ Does Not Meet Standard

- The school failed to comply with all applicable laws, rules, regulations, and provisions of the charter agreement relating to governance by its board as described above; however, the school promptly came into compliance once the shortcoming(s) were identified.

□ Falls Far Below Standard

- The school failed to comply with all applicable laws, rules, regulations, and provisions of the charter agreement relating to governance by its board as described above.

3(b). Is the school holding management accountable?

□ Meets Standard

- The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to oversight of school management, including but not limited to:
    - (For Education Service Providers [ESPs]) Maintaining authority over management, holding it accountable for performance as agreed under a written performance agreement, and requiring annual financial reports of the ESP

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

- (For Others) Oversight of management that includes holding it accountable for performance expectations which may or may not be agreed to under a written performance agreement

□ Does Not Meet Standard

- The school failed to comply with all applicable laws, rules, regulations, and provisions of the charter agreement relating to oversight of school management; however, the school promptly came into compliance once the shortcoming(s) were identified.

□ Falls Far Below Standard

- The school failed to comply with all applicable laws, rules, regulations, and provisions of the charter agreement relating to oversight of school management as described above.

3(c). Is the school complying with reporting requirements?

□ Meets Standard

- The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to relevant reporting requirements to the school's authorizer, State Education Agency (SEA), , and/or federal authorities, including but not limited to:
  - Accountability tracking
  - Attendance and enrollment reporting
  - Compliance and oversight
  - Additional information requested by authorizer

□ Does Not Meet Standard

- The school failed to comply with all applicable laws, rules, regulations, and provisions of the charter agreement relating to relevant reporting requirements as described above; however, the school promptly came into compliance once the shortcoming(s) were identified.

□ Falls Far Below Standard

- The school failed to comply with all applicable laws, rules, regulations, and provisions of the charter agreement as described above.

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

4: Students and Employees

4(a). Is the school protecting the rights of all students?

□ Meets Standard

- The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to the rights of students, including but not limited to:
    - Policies and practices related to admissions, lottery, waiting lists, fair and open recruitment, and enrollment (including rights to enroll or maintain enrollment)
    - The collection and protection of student information (that could be used in discriminatory ways or otherwise contrary to law)
    - Due process protections, privacy, civil rights, and student liberties requirements, including First Amendment protections and the Establishment Clause restrictions prohibiting public schools from engaging in religious instruction
    - Conduct or discipline (discipline hearings and suspension and expulsion policies and practices)

□ Does Not Meet Standard

- The school failed to comply with all applicable laws, rules, regulations, and provisions of the charter contract relating to the rights of students as described above; however, the school promptly came into compliance once the shortcoming(s) were identified.

□ Falls Far Below Standard

- The school failed to comply with all applicable laws, rules, regulations, and provisions of the charter contract relating to the rights of students as described above.

4(b). Is the school meeting teacher and other staff credentialing requirements?

□ Meets Standard

- The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract (including the federal Highly Qualified Teacher and Paraprofessional requirements within Title II of the Elementary and Secondary Education Act [ESEA]) relating to state certification requirements.

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

□ Does Not Meet Standard

- The school failed to comply with all applicable laws, rules, regulations, and provisions of the charter contract relating to state certification requirements; however, the school promptly came into compliance once the shortcoming(s) were identified.

□ Falls Far Below Standard

- The school failed to comply with all applicable laws, rules, regulations, and provisions of the charter contract relating to state certification requirements.

4(c). Is the school complying with laws regarding employee rights?

□ Meets Standard

- The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to employment considerations, including those relating to the Family Medical Leave Act, the Americans with Disabilities Act, and employment contracts. The school does not interfere with employees' rights to organize collectively or otherwise violate staff collective bargaining rights.

□ Does Not Meet Standard

- The school failed to comply with all applicable laws, rules, regulations, and provisions of the charter contract relating to employment considerations; however, the school promptly came into compliance once the shortcoming(s) were identified.

□ Falls Far Below Standard

- The school failed to comply with all applicable laws, rules, regulations, and provisions of the charter contract relating to employment considerations.

4(d). Is the school completing required background checks?

□ Meets Standard

- The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to background checks of all applicable individuals (including staff and members of the charter community, where applicable).

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

□ Does Not Meet Standard

- The school failed to comply with all applicable laws, rules, regulations, and provisions of the charter contract relating to background checks; however, the school promptly came into compliance once the shortcoming(s) were identified.

□ Falls Far Below Standard

- The school failed to comply with all applicable laws, rules, regulations, and provisions of the charter contract relating to background checks.

5: School Environment

5(a). Is the school complying with facilities and transportation requirements?

□ Meets Standard

- The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to the school facilities, grounds, and transportation, including but not limited to:
    - Americans with Disabilities Act (ADA)
    - Fire inspections and related records
    - Viable certificate of occupancy or other required building use authorization
    - Documentation of requisite insurance coverage
    - Student transportation

□ Does Not Meet Standard

- The school failed to comply with all applicable laws, rules, regulations, and provisions of the charter contract relating to the school facilities, grounds, and transportation as described above; however, the school promptly came into compliance once the shortcoming(s) were identified.

□ Falls Far Below Standard

- The school failed to comply with all applicable laws, rules, regulations, and provisions of the charter contract relating to school facilities, grounds, and transportation as described above.

Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

5(b). Is the school complying with health and safety requirements?

□ Meets Standard

- The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to safety and the provision of health-related services, including but not limited to:
    - Appropriate nursing services and dispensing of pharmaceuticals
    - Food service requirements
    - Other district services, if applicable

□ Does Not Meet Standard

- The school failed to comply with all applicable laws, rules, regulations, and provisions of the charter contract relating to safety and the provision of health-related services as described above; however, the school promptly came into compliance once the shortcoming(s) were identified.

□ Falls Far Below Standard

- The school failed to comply with all applicable laws, rules, regulations, and provisions of the charter contract relating to safety and the provision of health-related services as described above.

5(c). Is the school handling information appropriately?

□ Meets Standard

- The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to handling of information, including but not limited to:
    - Maintaining the security of and providing access to student records under the Family Educational Rights and Privacy Act and other applicable authorities
    - Accessing documents maintained by the school under the state's Freedom of Information law and other applicable authorities
    - Transferring of student records
    - Proper and secure maintenance of testing materials

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□ Does Not Meet Standard

- The school failed to comply with all applicable laws, rules, regulations, and provisions of the charter contract relating to the handling of information as described above; however, the school promptly came into compliance once the shortcoming(s) were identified.

□ Falls Far Below Standard

- The school failed to comply with all applicable laws, rules, regulations, and provisions of the charter contract relating to the handling of information as described above.

6: Additional Obligations

6(a). Is the school complying with all other obligations?

□ Meets Standard

- The school materially complies with all other material legal, statutory, regulatory, or contractual requirements contained in its charter contract that are not otherwise explicitly stated herein, including but not limited to requirements from the following sources:
    - Revisions to state charter law
    - Consent decrees
    - Intervention requirements by the authorizer
    - Requirements by other entities to which the school is accountable (e.g. State Education Agency [SEA])

□ Does Not Meet Standard

- The school failed to materially comply with all other material, legal, statutory, regulatory, or contractual requirements contained in its charter contract that are not otherwise explicitly stated herein as described above; however, the school promptly came into compliance once the shortcoming(s) were identified.

□ Falls Far Below Standard

- The school failed to comply with all applicable laws, rules, regulations, and provisions contained in its charter contract that are not otherwise explicitly stated herein as described above.

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Exhibit 3: Annenberg Standards

1. Charter School shall report on their websites and in enrollment and marketing materials the full range of academic, enrichment, and extracurricular offerings that they provide.
2. Members Charter School governing board are required to file full financial disclosure reports and identify any potential conflicts of interest, relationships with management companies, or other business dealings with the school, its management company, or other charter schools. These documents should be available online through MNPS' website.
3. Governing board of Charter School is required to hold all meetings in the district in which their school or schools operate. All meetings are to be open to the public and publicized in advance in accordance with applicable state law.
4. Charter School shall provide online access to minutes from Charter School governing board meetings, the school's policies, information about staff, instructional strategies, curriculum, school rules and behavior codes, school budgets, and information about management companies or other large contracts.
5. Charter Schools and MNPS are subject to state laws regarding freedom of information, public records, and public meetings.
6. Complete contracts for management services are required to be electronically posted on the schools' website within ten days of execution. The posting should include detailed information about the services to be provided by the management company and all financial commitments and compensation, as well as all fees and bonuses to be provided to the management company.
7. Charter School shall make full public financial disclosure by charter management organizations of their expenditures and net revenues related to the operation of each school they serve.
8. Charter Schools is prohibited from allowing anyone with a financial relationship to a management organization or the staff of any authorizing agency from serving on the governing board of the Charter School.
9. Charter School is prohibited from utilizing enrollment and registration procedures that directly or indirectly exclude or discourage certain students from enrolling at the school. Certain schools, such as academic magnets and performing arts schools, shall be exempted.
10. Charter School shall make available public documentation and reporting of student attrition throughout the school year, including date, reason, and disposition (where the student ends up). This should include all disciplinary actions, including both in- and out-of-school suspensions and referrals to law enforcement, and "voluntary" and "involuntary" exits. It should be disaggregated by race/ethnicity, gender, age, grade level, free/reduced meal status, disability status, and English proficiency status.
11. Before any student withdraws from Charter School, the student, his or her parent or guardian, and Charter School personnel shall sign a document stating that the student is withdrawing voluntarily and that the Charter School personnel have not prohibited, discouraged, or attempted to discourage the student from continued enrollment in the Charter School.
12. Charter School discipline policies and practices must be promulgated and implemented to avoid discriminatory and/or disproportionate punishments of students based on race, gender, or other characteristics and are consistent with federal school discipline laws and guidance.

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Exhibit 4: Annenberg Standards

13. Charter School shall make its school discipline policy publicly available on the school's website, so that parents can thoroughly review the policy before enrolling their child. Charter School discipline policies should include explicit provisions regarding due process for students, including the right to a hearing before long-term removal, suspension, expulsion, disciplinary or safety transfers, or alternative school placements, as well as parental appeals and notification rights.
14. Charter school shall report annually on all disciplinary actions and withdrawals from the school, including the reason for the student's departure, suspension, or other action and the statement that documentation of due process rights was available. These data should be disaggregated by race/ethnicity, gender, age, grade level, free/reduced meal status, disability status, and English proficiency status.
15. Charter school shall make financial documents available to the public annually on the websites of the school, the authorizer, and any management company. These documents should include a comprehensive statement of revenues, financial and in-kind donations, state and local funding, New Market Tax Credits, bond issuances, and any and all additional funds or debt service connected to the operation of the school and/or network of schools.
16. Charter School shall report on administrative expenses as well as funds paid to the authorizer for authorizing and oversight services. Charter School shall also publish reports on expenses incurred for student recruitment and marketing.
17. Charter School shall document and publicly disclose the owners of any non-public property used to house the Charter School, along with documentation of the amount of rent being paid for the facility and to whom payments are being made and verification that there are no conflicts of interest between the Charter School and the holder of the property.
18. Charter school shall send for publication all vendor or service contracts over $10,000 as public information on the MNPS website.
19. Governing board members, administrators, parents, students, educators, school staff, and community members are protected from retaliation for whistleblowing in accordance with federal and state law.

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KIPPNAS-01 JDEMATTIA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/16/2024

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

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

PRODUCER License # 0C36861 Alliant Insurance Services, Inc. 18100 Von Karman Ave 10th Fl Irvine, CA 92612	CONTACT NAME: Joana De Mattia PHONE (A/C, No, Ext): (949) 660-5942 FAX (A/C, No): E-MAIL ADDRESS: Joana.DeMattia@alliant.com
INSURED KIPP Nashville 3410 Knight Drive Nashville, TN 37207	INSURER A : American Southern Home Insurance Company — NAIC # 41998 INSURER B : Employers Ins Co of Wausau (Liberty Mutual) — NAIC # 21458 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			7NA6CP0002054-00	7/1/2024	7/1/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N / A		WCC-Z91-469250-014	7/1/2024	7/1/2025	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Food Service Contract

Metropolitan Nashville Public Schools is included as additional insured under General Liability coverage when required by written contract/agreement per attached form # CG 20 26 (04-13).

CERTIFICATE HOLDER

Metropolitan Nashville Public Schools
2601 Bransford Avenue
Nashville, TN 37204

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



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Metropolitan Nashville Public Schools
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HONOR ROLL ELITE GENERAL LIABILITY ENHANCEMENT

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE FORM

The following coverages and extensions are added to this policy as detailed below. As respects any coverage provided by this endorsement, if higher limits are provided on any other schedule, declarations or endorsement attached to this policy, then the limits and coverage provided by this endorsement would not apply for that coverage.

SCHEDULE

Limited Product Withdrawal Expense	$10,000 All Product Withdrawal Expenses
Limited Pollution Coverage	Included
Watercraft	
Non-Owned	Increased To 51 Feet Long
Non-Motorized	Less Than 76 Feet Long
Non-Owned Aircraft	If Rented Or Loaned With A Paid Crew
Property Damage To Borrowed Equipment	$10,000 Each Occurrence
Property Damage To Customers' Goods	$10,000 Each Occurrence
Property Damage From Elevator Use	Included
Personal And Advertising Injury	
From Televised Or Videotaped Material	Included
For Insureds In Media And Internet Type Businesses	Included
From Electronic Chatrooms or Bulletin Boards	Included
Supplementary Payments	
Bail Bonds	Up To $5,000
Loss Of Earnings	Up To $500 A Day
Legal And Media Expense	$10,000 Each Event / $50,000 Annual Aggregate
Broadened Definition Of Insured	Included
Automatic Additional Insureds	
When Required By Contract Or Agreement	Included
Managers Or Lessors Of Premises	Included
Mortgagees, Assignees Or Receivers	Included
Vendors	Included
Each Location And Each Project Aggregates	Equal To The General Aggregate Limit
Duties In The Event Of Occurrence, Offense, Claim Or Suit	Included
Unintentional Failure To Disclose All Hazards	Included
Waiver Of Transfer Of Rights Of Recovery Against Others To Us	Included
Expanded Coverage Territory	Included
Liberalization	Included
Mental Anguish Resulting From Bodily Injury	Included
Broadened Definition Of Mobile Equipment	Included
Products Liability Redefined	Included
Broadened Liability Coverage for Restraint or Removal of Students	Included

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LIMITED PRODUCT WITHDRAWAL EXPENSE

THIS COVERAGE ONLY PROVIDES REIMBURSEMENT TO YOU FOR EXPENSES INCURRED BECAUSE OF A COVERED "PRODUCT WITHDRAWAL". THIS COVERAGE DOES NOT PROVIDE ANY LIABILITY COVERAGE OR COVERAGE FOR THE COST OR EXPENSE OF DEFENDING ANY CLAIM OR "SUIT".

1. The following is added to Section **I** – Coverages:

LIMITED PRODUCT WITHDRAWAL EXPENSE COVERAGE

Insuring Agreement

a. We will reimburse you for "product withdrawal expenses" incurred by you because of a "product withdrawal" to which this insurance applies.

The amount of such reimbursement is limited as described in Section **III** – Limits Of Insurance, as amended by this endorsement. No other obligation or liability to pay sums or perform acts or services is covered.

b. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:

(1) You determine that the "product withdrawal" is necessary; or

(2) An authorized government entity has ordered you to conduct a "product withdrawal".

c. We will reimburse "product withdrawal expenses" only if:

(1) The expenses are incurred within one year of the date the "product withdrawal" was initiated;

(2) The expenses are reported to us within one year of the date the expenses were incurred; and

(3) The product that is the subject of the "product withdrawal" was produced during the policy period.

d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:

(1) When you first announced, in any manner, to the general public, your vendors or to your "employees" (other than those "employees" directly involved in making the determination) your decision to conduct or participate in a "product withdrawal". This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party; or

(2) When you first received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal".

e. "Product withdrawal expenses" incurred to withdraw "your products" which contain the same or substantially similar "defects" will be deemed to have arisen out of the same "product withdrawal".

Exclusions

This insurance does not apply to "product withdrawal expenses" arising out of:

a. Breach Of Warranty And Failure To Conform To Intended Purpose

Any "product withdrawal" initiated due to the failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property other than "your product".

b. Infringement Of Copyright, **Patent**, **Trade Secret**, **Trade Dress Or Trademark**

Any "product withdrawal" initiated due to copyright, patent, trade secret, trade dress or trademark infringements.

c. Chemical Transformation, Deterioration Or Decomposition

Any "product withdrawal" initiated due to transformation of a chemical nature, deterioration or decomposition of "your product". This exclusion does not apply if transformation of a chemical nature, deterioration or decomposition is caused by:

(1) An error in manufacturing, design or processing;

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(2) Transportation of "your product"; or

(3) "Product tampering".

d. Goodwill, **Market Share**, **Revenue**, **Profit Or Redesign**

The costs of goodwill, market share, revenue or "profit" or the costs of redesigning "your product".

e. Expiration Of Shelf Life

Any "product withdrawal" initiated due to expiration of the designated shelf life of "your product".

f. Known Defect

A "product withdrawal" initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers" prior to the policy period or the time "your product" leaves your control or possession.

g. Otherwise Excluded Products

A recall of any specific products for which "bodily injury" or "property damage" is excluded under Coverage **A** – Bodily Injury And Property Damage Liability.

h. Governmental Ban

A recall when "your product" or a component contained within "your product" has been:

(1) Banned from the market by an authorized government entity prior to the policy period; or

(2) Distributed or sold by you subsequent to any governmental ban.

i. Defense Of Claim

The defense of a claim or "suit" against you for liability arising out of a "product withdrawal".

j. Third Party Damages, Fines And Penalties

Any compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured. Exemplary or punitive damages are only excluded in jurisdictions where allowable by statute.

k. Pollution-Related Expenses

Any loss, cost or expense due to any:

(1) Request, demand, order, statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of, "pollutants"; or

(2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of, "pollutants".

2. Exclusion 2.f. Electronic Chatrooms or Bulletin Boards of Section **I** – Coverages, Coverage B -Personal And Advertising Injury Liability is deleted.

3. The following is added to Section **III** – Limits Of Insurance:

The most that we will reimburse you for the sum of all "product withdrawal expenses" incurred for all "product withdrawals" initiated during the policy period is the amount shown in the Schedule of this endorsement, regardless of the number of:

a. Insureds;

b. "Product withdrawals" initiated; or

c. "Your products" withdrawn.

4. Section **IV** –Conditions is amended as follows:

a. Paragraph **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

2. **Duties In The Event Of A Defect Or A Product Withdrawal**

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a. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your product", or any governmental investigation, that may result in a "product withdrawal". To the extent possible, notice should include:

(1) How, when and where the "defect" was discovered;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

Your obligation to notify us as soon as practicable is satisfied if you send us written notice as soon as practicable after any of your "executive officers", directors, partners, insurance managers or legal representatives become aware of or should have become aware of such actual, suspected or threatened "defect" in "your product", or any governmental investigation, that may result in a "product withdrawal".

b. If a "product withdrawal" is initiated, you must:

(1) Immediately record the specifics of the "product withdrawal" and the date where it was initiated; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "product withdrawal" as soon as practicable.

c. You must promptly take all reasonable steps to mitigate the expenses associated with a "product withdrawal". Any "profit" that you receive from mitigating the expenses will be deducted from the amount of reimbursement that you will receive for "product withdrawal expenses".

d. You and any other involved insured must:

(1) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";

(2) Authorize us to obtain records and other information; and

(3) Cooperate with us in our investigation of the "product withdrawal".

b. The following Conditions are added:

Concealment Or Fraud

We will not provide "product withdrawal expense" coverage to you or any other insured who, at any time:

a. Engaged in fraudulent conduct; or

b. Intentionally concealed or misrepresented a material fact concerning a "product withdrawal" or "product withdrawal expenses" incurred by you.

Product Tampering Limitation

When "product tampering" is known, suspected or threatened, a "product withdrawal" will be limited to those batches of "your product" which are known or suspected to have been tampered with.

5. The following definitions are added:

a. "Defect" means a flaw, deficiency or inadequacy that creates a dangerous condition.

b. "Product tampering" means an act of intentional alteration of "your product" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

For purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and application software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

c. "Product withdrawal" means the recall or withdrawal:

(1) From the market; or

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(2) From use by any other person or organization;

of "your products" or products which contain "your products", because of known or suspected "defects" in "your product" or known or suspected "product tampering" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

For purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other media which are used with electronically controlled equipment.

d. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below, paid and directly related to a "product withdrawal":

(1) Costs of notification;

(2) Costs of stationery, envelopes, production of announcements and postage or facsimiles;

(3) Costs of overtime paid to your regular non-salary "employees" and costs incurred by your "employees", including costs of transportation and accommodations;

(4) Costs of computer time;

(5) Costs of hiring independent contractors and other temporary employees;

(6) Costs of transportation, shipping or packaging;

(7) Costs of warehouse or storage space; or

(8) Costs of proper disposal of "your products" or products that contain "your products" that cannot be reused, not exceeding your purchase price or your costs to produce the products.

e. "Profit" means the positive gain from business operation after subtracting all expenses.

B. **LIMITED POLLUTION COVERAGE**

Exclusion **2.t.** Pollution, Paragraph **(1)(a)** of Section **I** – Coverages, Coverage **A** – Bodily Injury And Property Damage Liability does not apply to:

1. Materials used by an insured as part of an educational curriculum or educational program;

2. The use and storage of swimming pool chemicals by your "employees", provided the use and storage of such swimming pool chemicals comply with all applicable statutes, ordinances, regulations or license requirements of any federal, state or local government which apply; or

3. The application or use of pesticides or herbicides by your "employees" who are licensed or certified, provided the application of such pesticide or herbicide complies with all applicable statues, ordinances, regulations or license requirements of any federal, state or local government which apply.

C. WATERCRAFT AND NON-OWNED AIRCRAFT

Exclusion **2.a.** Aircraft, Auto Or Watercraft under Section **I** – Coverages, Coverage **A** – Bodily Injury And Property Damage Liability is amended as follows:

1. Transportation Of Students

With respect to the transportation of your students, this exclusion also applies to any aircraft, "auto" or watercraft that is hired by an insured, including claims against the insured that allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved any aircraft, "auto" or watercraft that is hired by the insured.

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For the purpose of this exclusion, the word hired includes any contract to furnish transportation of your students to and from schools.

2. Non-Owned Watercraft

Paragraph **(2)** is replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used by You to carry persons or property for a charge.

3. Non-Motorized Watercraft And Non-Owned Aircraft

The following is added:

This exclusion also does not apply to:

(a) A non-motorized watercraft that is:

(i) Less than 76 feet long; and

(ii) Not being used to carry persons or property for a charge.

(b) Aircraft not owned by any insured that is rented or loaned to you with a paid crew.

4. If other insurance applies to a loss because of "property damage" to non-owned watercraft or aircraft as described in Paragraphs **2.** or **3.** above, the insurance provided by this endorsement does not apply, whether the other insurance is primary, excess, contingent or issued on any other basis.

D. PROPERTY DAMAGE TO BORROWED EQUIPMENT

1. The following is added to Exclusion **2.g.** Damage To Property under Section **I** – Coverages, Coverage **A** – Bodily Injury And Property Damage Liability:

Paragraph **(4)** of this exclusion does not apply to "property damage" to borrowed equipment while that equipment is:

a. Not being used to perform operations; and

b. Away from an insured's premises.

2. The following is added to Section **III** – Limits Of Insurance:

Subject to the General Aggregate limit, the most we will pay for "property damage" to borrowed equipment is the amount shown in the Schedule of this endorsement for each "occurrence".

3. The insurance afforded by Paragraph **1.** above is excess over any valid and collectible property insurance (including any deductible) available to the insured, whether primary, excess, contingent or issued on any other basis.

E. PROPERTY DAMAGE TO CUSTOMERS' GOODS

1. The following is added to Exclusion **2.j.** Damage To Property under Section **I** – Coverages, Coverage **A** – Bodily Injury And Property Damage Liability:

Paragraphs **(3)**, **(4)** and **(6)** of this exclusion do not apply to "property damage" to "customers' goods" while on your premises.

2. The following is added to Section **III** – Limits Of Insurance:

Subject to the General Aggregate limit, the most we will pay for "property damage" to "customers' goods" is the amount shown in the Schedule of this endorsement for each "occurrence".

3. The insurance afforded by Paragraph **1.** above is excess over any valid and collectible property insurance (including any deductible) available to the insured, whether primary, excess, contingent or issued on any other basis.

4. The following definition is added:

"Customers' goods" means tangible personal property belonging to your customers and left with you for storage, service or repair. "Customers' goods" does not include:

a. Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;

b. Animals;

c. Contraband, or property in the course of illegal transportation or trade;

d. Personal property while airborne or waterborne;

e. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;

f. Vehicles or self-propelled machines that are licensed for use on public roads; aircraft; or watercraft;

This paragraph does not apply to:

(1) Vehicles or self-propelled machines, other than "autos", you hold for sale; or

(2) Rowboats or canoes out of water at your premises; or

g. The following property while outside of buildings:

(1) Grain, hay, straw or other crops; and

(2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than trees, shrubs or plants held for sale).

F. PROPERTY DAMAGE FROM ELEVATOR USE

1. The following is added to Exclusion **2.g.** Damage To Property under Section **I** – Coverages, Coverage **A** – Bodily Injury And Property Damage Liability:

Paragraphs **(3)**, **(4)** and **(6)** of this exclusion do not apply if such "property damage" arises out of the use of elevators at premises you own, rent, lease or occupy.

2. The insurance afforded by Paragraph **1.** above is excess over any other valid and collectible insurance which applies to a loss because of "property damage" arising out of the use of elevators, whether such other insurance is primary, excess, contingent or issued on any other basis.

G. PERSONAL AND ADVERTISING INJURY FROM TELEVISED OR VIDEOTAPED MATERIAL

(1) Exclusions **2.n.** and **2.o.** under Section **I** – Coverages, Coverage **B** – Personal And Advertising Injury Liability are replaced by the following:

n. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or professionally produced televised or videotaped publication, in any manner, of material whose first publication took place before the beginning of the policy period.

o. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or professionally produced televised or videotaped publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

(2) Paragraphs **d.** and **e.** of the definition of "personal and advertising injury" are replaced by the following:

d. Oral, written or professionally produced televised or videotaped publication, in any manner, of material that slanders or libels a person or organization, or disparages a person's or organization's goods, products or services;

e. Oral, written or professionally produced televised or videotaped publication, in any manner, of material that violates a person's right to privacy;

H. PERSONAL AND ADVERSTISING INJURY FOR INSUREDS IN MEDIA AND INTERNET TYPE BUSINESSES

Exclusion **2.j.** under Section **I** – Coverages, Coverage **B** – Personal And Advertising Injury Liability is amended to include the following:

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However, paragraph **(1)** does not apply to advertising, broadcasting, publishing or telecasting within the scope of the Named Insured's activities as an educational institution.

I. SUPPLEMENTARY PAYMENTS – BAIL BONDS, LOSS OF EARNINGS, LEGAL AND MEDIA EXPENSE

Section **I** – Coverages, Supplementary Payments – Coverages **A** And **B** is amended as follows:

(1) Paragraphs **1.b.** and **1.d.** are replaced by the following:

b. Up to the amount shown in the Schedule of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the amount shown in the Schedule of this endorsement because of time off from work.

(2) The following is added:

Legal And Media Expense

a. We will reimburse you for "legal and media expense" you actually incurred and paid because of a "legal or media event" during the policy period. However:

(1) We will have no liability to reimburse you for fines, penalties, assessments of costs or other financial awards associated with any such "legal or media event"; and

(2) We will only reimburse you for "legal and media expense" actually incurred and paid within 90 days of the "legal or media event".

b. The maximum we will reimburse you is:

(1) The Each Event amount shown in the Schedule of this endorsement for any one "legal or media event"; and

(2) The Annual Aggregate amount shown in the Schedule of this endorsement for the sum of all "legal or media events" during the policy period.

c. If any other coverage provides reimbursement of similar legal expenses or medical expenses, the coverage provided by this endorsement will apply as excess over such other coverage.

d. The following definitions are added:

(1) "Legal or media event" means any criminal investigation, criminal complaint, indictment, administrative hearing, licensing hearing or regulatory agency proceeding relating to the alleged violation or infringement of one or more state or federal statutes or regulations regarding:

(a) Child abuse;

(b) Premises contamination at your facility;

(c) Closure of your facility by order of the Board of Health due to discovery or suspicion of contaminated food that has been served to your clients;

(d) An actual, attempted, or threatened violent act committed on your premises that results in physical injury or death, including sexual assault, kidnapping, criminal use of weapons on your premises, and stalking of your clients;

(e) An actual incident occurring at your premises involving an explosion, fire, construction accident, or equipment failure; or

(f) Your operations intended to protect the rights or safety of children and/or children in child care facilities.

"Legal or media event" includes significant adverse local, regional or national news media coverage of you relating to the adverse "legal or media event".

However, "legal or media event" does not include any actual or threatened "suit" or claim.

(2) "Legal and media expense" means reasonable fees and necessary costs incurred by you for:

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(a) Attorneys, experts, and consultants used in your investigation or defense of a "legal or media event"; and

(b) Media consultants and management of public relations used in your investigation or defense of a "legal or media event".

"Legal and media expense" does not include:

(a) Damages;

(b) Fines, taxes, sanctions, or penalties;

(c) Any uninsurable amount;

(d) Any expense reimbursed or covered by any other entity or carrier or for which another entity is liable or obligated to pay; or

(e) Any of your remuneration, salaries, overhead, fees, loss of earning reimbursement, or benefit expenses.

J. BROADENED DEFINITION OF INSURED

Section **II** – Who Is An Insured is amended as follows:

1. Paragraph 1.b is replaced by the following:

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business. However, if you are a public entity, you are insured as a partner in a partnership or as a joint venturer in a joint venture, but only if the partnership or joint venture is between you and another governmental organization or non-profit entity. Coverage does not extend to a partnership or joint venture that operates, controls, or funds a hospital or medical clinic, nursing home, airport, port, public housing, or a gas or electric generation facility. For the purpose of this paragraph 1.b an "educational organization: is not a public entity.

2. Paragraph 1.e is replaced by the following:

e. A public entity, you are an insured. Your operating authorities, boards, commissions, districts or any other governmental units are insureds, provided that you operate, control, and fund the authority, board, commission, district, or other governmental unit. Coverage does not extend to an authority, board, commission, district, or other governmental unit that operates, controls, or funds a hospital or medical clinic, nursing home, airport, port, public housing, or a gas or electric generation facility. For the purpose of this paragraph 1.e an "educational organization" is not a public entity.

3. Paragraph **2.** is replaced by the following:

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company), or your managers (if you are a limited liability company), at the supervisory level or above, your "executive officers" (if you are an organization other than a limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);

(b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** above; or

(c) Arising out of his or her providing or failing to provide professional health care services, provided that this subparagraph does not apply to any person who is employed or contracted by the Named Insured as a registered nurse, licensed practical nurse, or licensed or certified athletic trainer providing healthcare services on your behalf at:

i. A dispensary, clinic, infirmary, student health center, athletic facility or other similar facility maintained by the Named Insured principally for the use of its students or "employees"; or

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ii. Any other incidental location that is not a medical emergency facility, in the event of a medical emergency.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Any student body or parent-teacher organizations authorized by the Named Insured, but only while:

(1) Under the supervision required by your governing board; and

(2) Performing services or activities authorized by you.

f. Any student teacher while teaching as part of their educational requirements and acting within the scope of their duties.

g. Spouses of your directors and trustees, but only to the extent that they are involved in a claim or “suit” solely because of their status as a spouse and such claim or “suit” seeks to recover from marital community property, jointly held property or property transferred from an insured to the spouse. No coverage is provided for any “occurrence” or offense caused or committed by a spouse.

h. Any affiliated organizations, boards, commissions, foundations or endowments, or any other current of former controlled organization or subsidiary, provided the Named Insured owns or controls at least 51% of such entity.

This insurance shall not apply to any entity that is already insured under any other insurance provided by any company or that would be an insured but for the exhaustion of its limits of insurance.

4. Paragraph **3.a.** is replaced by the following:

a. Coverage for your newly acquired or formed organization shall be:

(1) Effective on the date of acquisition or formation; and

(2) Afforded until the end of the policy period of this Coverage Form.

K. AUTOMATIC ADDITIONAL INSUREDS

The following paragraphs are added to Section **II** – Who Is An Insured:

1. The following are also insureds under this policy, subject to the following provisions:

a. When Required By Contract Or Agreement

Any person or organization to whom you are required by written contract, agreement, permit or authorization to provide insurance, but only if the contract, agreement, permit or authorization is in effect during the policy period shown in the Declarations and was executed prior to the “bodily injury”, “property damage” or “personal and advertising injury”. However:

(1) The person or organization is an insured only to the extent you are held liable due to:

(a) The ownership, maintenance or use of that part of premises you own, rent, lease or occupy, subject to the following additional provisions:

(i) This insurance does not apply to any “occurrence” which takes place after you cease to be a tenant in any premises leased to or rented to you; and

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(ii) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization;

(b) Your ongoing operations for that insured, whether the work is performed by you or for you;

(c) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:

(i) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires or you cease to lease that equipment; and

(ii) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;

(d) Permits or authorizations issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for that state or municipality.

(2) The insurance with respect to any architect, engineer or surveyor does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by or for you, including:

(a) The preparing, approving or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(b) Supervisory, inspection or engineering services.

(3) This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

(4) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services.

(5) This insurance does not apply to any insured person or organization if the loss, cost, injury or damage is otherwise excluded from coverage under this insurance, including any endorsements made a part of this policy.

(6) A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

(7) This insurance does not apply to any person or organization included as an insured by an endorsement issued by us or otherwise made part of this insurance.

(8) No coverage will be provided if, in the absence of this endorsement, no liability will be imposed by law on you. Coverage will be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

This Additional Insured provision does not apply to managers or lessors of premises; mortgagees, assignees or receivers; or vendors.

b. Managers Or Lessors Of Premises

Any person or organization who leases to you or manages property you rent or lease, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with that part of the premises leased or rented to you and shown on the Declarations.

The following additional exclusions apply to such managers or lessors of premises:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) who leases to you or manages property you rent or lease.

c. Mortgagees, Assignees Or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of premises by you. However, this insurance does not apply to structural alterations, new construction or demolition operations performed by or for that person or organization.

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d. Vendors

Any vendor with whom you have agreed in a written contract or agreement to provide insurance, but only if the contract or agreement is in effect during the policy period shown in the Declarations and was executed prior to the "bodily injury" or "property damage", and only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

(1) The following additional exclusions apply to such vendors:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;

(h) Any failure to maintain the product in a merchantable condition; or

(i) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.

(3) This insurance does not apply to any vendor included as an insured by an endorsement issued by us or otherwise made a part of this insurance.

(4) This insurance does not apply if "bodily injury" or "property damage" included in the "products-completed operations hazard" is excluded either by the provisions of this insurance or by endorsement.

2. The insurance provided to such automatic additional insureds:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insureds.

3. With respect to the insurance afforded to such automatic additional insureds, the following is added to Section **III** – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement; or

b. Available under the applicable limits of insurance shown in the Declarations,

whichever is less.

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The insurance afforded to the additional insured does not increase the applicable limits of insurance shown in the Declarations.

L. EACH LOCATION AND EACH PROJECT AGGREGATES

The following is added to Section **III** – Limits Of Insurance:

1. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A**, and for all medical expenses caused by accidents under Coverage **C**, which can be attributed only to operations at a single designated covered "location" or covered construction project:

a. A separate Each Location or Each Project Aggregate limit applies to each covered "location" or covered construction project, and that limit is equal to the General Aggregate limit shown in the Declarations.

b. The Each Location or Each Project Aggregate limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C**, regardless of the number of:

(1) Insureds;

(2) Claims made or "suits" brought; or

(3) Persons or organizations making claims or bringing "suits".

c. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Each Location or Each Project Aggregate limit for each covered "location" or covered project for which payment is made. Such payments shall not reduce the General Aggregate limit shown in the Declarations nor shall they reduce any other covered "location" or covered project's general aggregate.

d. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate limit shown in the Declarations, such limits will be subject to the applicable Each Location or Each Project Aggregate limit.

2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A**, and for all medical expenses caused by accidents under Coverage **C**, which cannot be attributed only to ongoing operations at a covered "location" or covered project:

a. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate limit or the Products-Completed Operations Aggregate limit, whichever is applicable; and

b. Such payments shall not reduce any Each Location or Each Project Aggregate limit.

3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate limit, and not reduce the General Aggregate limit nor the Each Location or Each Project Aggregate limit.

4. If the applicable covered construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

5. For the purposes of this section of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

6. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

M. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

The following is added to Condition **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit under Section **IV** –Conditions:

Your obligation to notify us as soon as practicable of an "occurrence", offense, claim or "suit" is satisfied if you send us written notice as soon as practicable after any of your "executive officers", directors, partners, insurance managers or legal representatives become aware of or should have become aware of such "occurrence", offense, claim or "suit".

N. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following is added to Condition 5.**.** Representations under Section **IV** –Conditions:

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If you unintentionally fail to disclose all hazards prior to the beginning of the policy period of the Coverage Form, we shall not deny coverage under this Coverage Form because of such failure.

O. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Condition 7**.** Transfer Of Rights Of Recovery Against Others To Us under Section **IV** – Conditions:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization with whom you have agreed in a written contract prior to an "occurrence" to waive such rights.

P. EXPANDED COVERAGE TERRITORY

1. The following is added to Section IV **–Conditions**

Expanded Coverage Territory

a. If a "suit" is brought in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will initiate a defense of the "suit". We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the defense of a "suit" seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured's behalf, we will reimburse the insured for such sums.

b. All payments or reimbursement we make for damages because of judgments or settlements will be made in United States currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in United States currency at the prevailing exchange rate at the time the expenses were incurred.

c. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Puerto Rico or Canada.

d. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for the reduction of the aggregate limits due to payments of claims, judgments or settlements. Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other government authority was in full effect.

e. This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

(1) If the insured's liability to pay damages is determined in a "suit" brought outside the United States of America (including its territories and possessions), Puerto Rico or Canada; or

(2) That is coverage required by law, regulation or other governmental authority in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada.

2. Definition 5**.** "Coverage territory" in Section V- Definitions is replaced with the following:

5. "Coverage territory" means any part of the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

Q. LIBERALIZATION CLAUSE

The following is added to Section **IV** –Conditions:

Liberalization Clause

If we adopt any revision that would broaden coverage under this Coverage Form without additional premium, the broadened coverage will immediately apply to this Coverage Form as of the day the revision is effective in your state.

R. MENTAL ANGUISH RESULTING FROM BODILY INJURY

Definition 4**.** "bodily injury" is replaced by the following:

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4. Bodily injury" means:

a. Bodily injury, sickness or disease sustained by a person, including mental anguish or emotional distress resulting from any of these; and

b. Death resulting from bodily injury, sickness or disease.

S. BROADENED DEFINITION OF MOBILE EQUIPMENT

The following is added to Paragraph **f.(1)** of Definition 20**.** "mobile equipment":

This shall not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

T. The following definition is added:

"Educational organization" means the entity or association shown as a Named Insured in the Declarations of the policy to which this endorsement is attached.

U. PRODUCTS COMPLETED OPERATIONS

With respect to "bodily injury" or "property damage" arising out of "your products" manufactured, sold, handled or distributed:

1. On, from or in connection with the use of any insured premises; or

2. In connection with the conduct of any insured operation, when conducted by you or on your behalf, Paragraph a. of the definition of "Products-completed operations hazard" is replaced by the following:

"Products-completed operations hazard"

a. Includes all "bodily injury" and "property damage" that arises out of "your products" if the "bodily injury" or "property damage" occurs after you have relinquished possession of those products.

V. The following is added to Exclusion **2.n.** Expected Or Intended Injury under Section **I** – Coverages, Coverage **A** – Bodily Injury And Property Damage Liability:

This exclusion also does not apply to "bodily injury" resulting from the use of reasonable force to restrain or remove a student whose behavior is interfering with the orderly exercise and performance of your functions, duties and powers, if that student has refused to comply with a request to refrain from further disruptive acts.

All other terms and conditions remain unchanged.

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Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

JDEMATTIA

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 07/16/2024

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.

PRODUCER **License # 0C36861** **Alliant Insurance Services, Inc.** **18100 Von Karman Ave 10th Fl** **Irvine, CA 92612**	CONTACT NAME: **Joana De Mattia** PHONE (A/C, No, Ext): **(949) 660-5942** FAX (A/C, No): E-MAIL ADDRESS: **Joana.DeMattia@alliant.com** PRODUCER CUSTOMER ID: **KIPPNAS-01**
INSURED **KIPP Nashville** **KIPP Nashville Collegiate High School** **3410 Knight Drive** **Nashville, TN 37207**	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : **Starr Surplus Lines Insurance Company** — **13604** INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Pertaining to: 123 Douglas Avenue - Nashville, TN 37207

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	[X] **PROPERTY** CAUSES OF LOSS / DEDUCTIBLES	**SLSTPTY12146624**	**07/01/2024**	**07/01/2025**	[ ] BUILDING	$
	[ ] BASIC — BUILDING				[X] PERSONAL PROPERTY	$ **1,597,397**
	[ ] BROAD — CONTENTS				[ ] BUSINESS INCOME	$
	[X] SPECIAL — **10,000**				[ ] EXTRA EXPENSE	$
	[ ] EARTHQUAKE				[ ] RENTAL VALUE	$
	[X] WIND — **2.0000**				[ ] BLANKET BUILDING	$
	[ ] FLOOD				[ ] BLANKET PERS PROP	$
	[X] **Water Damage** — **100,000**				[ ] BLANKET BLDG & PP	$
					[X] **Repl Cost**	$
						$
	[ ] **INLAND MARINE** CAUSES OF LOSS [ ] NAMED PERILS	TYPE OF POLICY POLICY NUMBER				$
	[ ] **CRIME** TYPE OF POLICY					$
	[ ] **BOILER & MACHINERY / EQUIPMENT BREAKDOWN**					$
						$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Metropolitan Nashville Public Schools
2601 Bransford Avenue
Nashville, TN 37204

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

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KIPPNAS-01 JDEMATTIA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/16/2024

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

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

PRODUCER License # 0C36861
Alliant Insurance Services, Inc.
18100 Von Karman Ave 10th Fl
Irvine, CA 92612

CONTACT NAME: Joana De Mattia
PHONE (A/C, No, Ext): (949) 660-5942 FAX (A/C, No):
E-MAIL ADDRESS: Joana.DeMattia@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Southern Home Insurance Company	41998
INSURER B : Employers Ins Co of Wausau (Liberty Mutual)	21458
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
KIPP Nashville
KIPP Nashville College Prep Middle School
3410 Knight Drive
Nashville, TN 37207

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		7NA6CP0002054-00	7/1/2024	7/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			7NA6CA0000385-00	7/1/2024	7/1/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 10,000,000
	X EXCESS LIAB CLAIMS-MADE			7NA6FF0000301-00	7/1/2024	7/1/2025	AGGREGATE	$ 10,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		WCC-Z91-469250-014	7/1/2024	7/1/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Abuse or Molestation			7NA6CP0002054-00	7/1/2024	7/1/2025	See Remarks	
A	Educators Legal Liab			7NA6CP0002054-00	7/1/2024	7/1/2025	See Remarks	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 3410 Knight Drive - Nashville, TN 37207
Metropolitan Nashville Public Schools is included as additional insured under General Liability coverage when required by written contract/agreement per attached form # CG 20 26 (04-13).

CERTIFICATE HOLDER

Metropolitan Nashville Public Schools
2601 Bransford Avenue
Nashville, TN 37204

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

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AGENCY CUSTOMER ID: KIPPNAS-01 JDEMATTIA

LOC #: 9

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0C36861	NAMED INSURED
Alliant Insurance Services, Inc.		KIPP Nashville KIPP Nashville College Prep Middle School 3410 Knight Drive Nashville, TN 37207
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Sexual Abuse or Molestation Limits:
$1,000,000 Per Act / $3,000,000 Aggregate

Educators Legal Liability with Employment Practices Liability Limits:
$1,000,000 Per Wrongful Act / $3,000,000 Aggregate - Claims Made Retroactive Date: 07-01-2008
$25,000 Deductible for Educators Legal Liability
$25,000 Deductible for Employment Practices Liability

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Metropolitan Nashville Public Schools
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HONOR ROLL ELITE GENERAL LIABILITY ENHANCEMENT

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE FORM

The following coverages and extensions are added to this policy as detailed below. As respects any coverage provided by this endorsement, if higher limits are provided on any other schedule, declarations or endorsement attached to this policy, then the limits and coverage provided by this endorsement would not apply for that coverage.

SCHEDULE

Limited Product Withdrawal Expense	$10,000 All Product Withdrawal Expenses
Limited Pollution Coverage	Included
Watercraft	
Non-Owned	Increased To 51 Feet Long
Non-Motorized	Less Than 76 Feet Long
Non-Owned Aircraft	If Rented Or Loaned With A Paid Crew
Property Damage To Borrowed Equipment	$10,000 Each Occurrence
Property Damage To Customers' Goods	$10,000 Each Occurrence
Property Damage From Elevator Use	Included
Personal And Advertising Injury	
From Televised Or Videotaped Material	Included
For Insureds In Media And Internet Type Businesses	Included
From Electronic Chatrooms or Bulletin Boards	Included
Supplementary Payments	
Bail Bonds	Up To $5,000
Loss Of Earnings	Up To $500 A Day
Legal And Media Expense	$10,000 Each Event / $50,000 Annual Aggregate
Broadened Definition Of Insured	Included
Automatic Additional Insureds	
When Required By Contract Or Agreement	Included
Managers Or Lessors Of Premises	Included
Mortgagees, Assignees Or Receivers	Included
Vendors	Included
Each Location And Each Project Aggregates	Equal To The General Aggregate Limit
Duties In The Event Of Occurrence, Offense, Claim Or Suit	Included
Unintentional Failure To Disclose All Hazards	Included
Waiver Of Transfer Of Rights Of Recovery Against Others To Us	Included
Expanded Coverage Territory	Included
Liberalization	Included
Mental Anguish Resulting From Bodily Injury	Included
Broadened Definition Of Mobile Equipment	Included
Products Liability Redefined	Included
Broadened Liability Coverage for Restraint or Removal of Students	Included

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LIMITED PRODUCT WITHDRAWAL EXPENSE

THIS COVERAGE ONLY PROVIDES REIMBURSEMENT TO YOU FOR EXPENSES INCURRED BECAUSE OF A COVERED "PRODUCT WITHDRAWAL". THIS COVERAGE DOES NOT PROVIDE ANY LIABILITY COVERAGE OR COVERAGE FOR THE COST OR EXPENSE OF DEFENDING ANY CLAIM OR "SUIT".

1. The following is added to Section **I** – Coverages:

LIMITED PRODUCT WITHDRAWAL EXPENSE COVERAGE

Insuring Agreement

a. We will reimburse you for "product withdrawal expenses" incurred by you because of a "product withdrawal" to which this insurance applies.

The amount of such reimbursement is limited as described in Section **III** – Limits Of Insurance, as amended by this endorsement. No other obligation or liability to pay sums or perform acts or services is covered.

b. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:

(1) You determine that the "product withdrawal" is necessary; or

(2) An authorized government entity has ordered you to conduct a "product withdrawal".

c. We will reimburse "product withdrawal expenses" only if:

(1) The expenses are incurred within one year of the date the "product withdrawal" was initiated;

(2) The expenses are reported to us within one year of the date the expenses were incurred; and

(3) The product that is the subject of the "product withdrawal" was produced during the policy period.

d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:

(1) When you first announced, in any manner, to the general public, your vendors or to your "employees" (other than those "employees" directly involved in making the determination) your decision to conduct or participate in a "product withdrawal". This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party; or

(2) When you first received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal".

e. "Product withdrawal expenses" incurred to withdraw "your products" which contain the same or substantially similar "defects" will be deemed to have arisen out of the same "product withdrawal".

Exclusions

This insurance does not apply to "product withdrawal expenses" arising out of:

a. Breach Of Warranty And Failure To Conform To Intended Purpose

Any "product withdrawal" initiated due to the failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property other than "your product".

b. Infringement Of Copyright, **Patent**, **Trade Secret**, **Trade Dress Or Trademark**

Any "product withdrawal" initiated due to copyright, patent, trade secret, trade dress or trademark infringements.

c. Chemical Transformation, Deterioration Or Decomposition

Any "product withdrawal" initiated due to transformation of a chemical nature, deterioration or decomposition of "your product". This exclusion does not apply if transformation of a chemical nature, deterioration or decomposition is caused by:

(1) An error in manufacturing, design or processing;

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(2) Transportation of "your product"; or

(3) "Product tampering".

d. Goodwill, **Market Share**, **Revenue**, **Profit Or Redesign**

The costs of goodwill, market share, revenue or "profit" or the costs of redesigning "your product".

e. Expiration Of Shelf Life

Any "product withdrawal" initiated due to expiration of the designated shelf life of "your product".

f. Known Defect

A "product withdrawal" initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers" prior to the policy period or the time "your product" leaves your control or possession.

g. Otherwise Excluded Products

A recall of any specific products for which "bodily injury" or "property damage" is excluded under Coverage **A** – Bodily Injury And Property Damage Liability.

h. Governmental Ban

A recall when "your product" or a component contained within "your product" has been:

(1) Banned from the market by an authorized government entity prior to the policy period; or

(2) Distributed or sold by you subsequent to any governmental ban.

i. Defense Of Claim

The defense of a claim or "suit" against you for liability arising out of a "product withdrawal".

j. Third Party Damages, Fines And Penalties

Any compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured. Exemplary or punitive damages are only excluded in jurisdictions where allowable by statute.

k. Pollution-Related Expenses

Any loss, cost or expense due to any:

(1) Request, demand, order, statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of, "pollutants"; or

(2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of, "pollutants".

2. Exclusion 2.f. Electronic Chatrooms or Bulletin Boards of Section **I** – Coverages, Coverage B -Personal And Advertising Injury Liability is deleted.

3. The following is added to Section **III** – Limits Of Insurance:

The most that we will reimburse you for the sum of all "product withdrawal expenses" incurred for all "product withdrawals" initiated during the policy period is the amount shown in the Schedule of this endorsement, regardless of the number of:

a. Insureds;

b. "Product withdrawals" initiated; or

c. "Your products" withdrawn.

4. Section **IV** –Conditions is amended as follows:

a. Paragraph **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

2. **Duties In The Event Of A Defect Or A Product Withdrawal**

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a. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your product", or any governmental investigation, that may result in a "product withdrawal". To the extent possible, notice should include:

(1) How, when and where the "defect" was discovered;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

Your obligation to notify us as soon as practicable is satisfied if you send us written notice as soon as practicable after any of your "executive officers", directors, partners, insurance managers or legal representatives become aware of or should have become aware of such actual, suspected or threatened "defect" in "your product", or any governmental investigation, that may result in a "product withdrawal".

b. If a "product withdrawal" is initiated, you must:

(1) Immediately record the specifics of the "product withdrawal" and the date where it was initiated; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "product withdrawal" as soon as practicable.

c. You must promptly take all reasonable steps to mitigate the expenses associated with a "product withdrawal". Any "profit" that you receive from mitigating the expenses will be deducted from the amount of reimbursement that you will receive for "product withdrawal expenses".

d. You and any other involved insured must:

(1) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";

(2) Authorize us to obtain records and other information; and

(3) Cooperate with us in our investigation of the "product withdrawal".

b. The following Conditions are added:

Concealment Or Fraud

We will not provide "product withdrawal expense" coverage to you or any other insured who, at any time:

a. Engaged in fraudulent conduct; or

b. Intentionally concealed or misrepresented a material fact concerning a "product withdrawal" or "product withdrawal expenses" incurred by you.

Product Tampering Limitation

When "product tampering" is known, suspected or threatened, a "product withdrawal" will be limited to those batches of "your product" which are known or suspected to have been tampered with.

5. The following definitions are added:

a. "Defect" means a flaw, deficiency or inadequacy that creates a dangerous condition.

b. "Product tampering" means an act of intentional alteration of "your product" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

For purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and application software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

c. "Product withdrawal" means the recall or withdrawal:

(1) From the market; or

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(2) From use by any other person or organization;

of "your products" or products which contain "your products", because of known or suspected "defects" in "your product" or known or suspected "product tampering" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

For purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other media which are used with electronically controlled equipment.

d. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below, paid and directly related to a "product withdrawal":

(1) Costs of notification;

(2) Costs of stationery, envelopes, production of announcements and postage or facsimiles;

(3) Costs of overtime paid to your regular non-salary "employees" and costs incurred by your "employees", including costs of transportation and accommodations;

(4) Costs of computer time;

(5) Costs of hiring independent contractors and other temporary employees;

(6) Costs of transportation, shipping or packaging;

(7) Costs of warehouse or storage space; or

(8) Costs of proper disposal of "your products" or products that contain "your products" that cannot be reused, not exceeding your purchase price or your costs to produce the products.

e. "Profit" means the positive gain from business operation after subtracting all expenses.

B. **LIMITED POLLUTION COVERAGE**

Exclusion **2.t.** Pollution, Paragraph **(1)(a)** of Section **I** – Coverages, Coverage **A** – Bodily Injury And Property Damage Liability does not apply to:

1. Materials used by an insured as part of an educational curriculum or educational program;

2. The use and storage of swimming pool chemicals by your "employees", provided the use and storage of such swimming pool chemicals comply with all applicable statutes, ordinances, regulations or license requirements of any federal, state or local government which apply; or

3. The application or use of pesticides or herbicides by your "employees" who are licensed or certified, provided the application of such pesticide or herbicide complies with all applicable statues, ordinances, regulations or license requirements of any federal, state or local government which apply.

C. WATERCRAFT AND NON-OWNED AIRCRAFT

Exclusion **2.a.** Aircraft, Auto Or Watercraft under Section **I** – Coverages, Coverage **A** – Bodily Injury And Property Damage Liability is amended as follows:

1. Transportation Of Students

With respect to the transportation of your students, this exclusion also applies to any aircraft, "auto" or watercraft that is hired by an insured, including claims against the insured that allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved any aircraft, "auto" or watercraft that is hired by the insured.

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For the purpose of this exclusion, the word hired includes any contract to furnish transportation of your students to and from schools.

2. Non-Owned Watercraft

Paragraph **(2)** is replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used by You to carry persons or property for a charge.

3. Non-Motorized Watercraft And Non-Owned Aircraft

The following is added:

This exclusion also does not apply to:

(a) A non-motorized watercraft that is:

(i) Less than 76 feet long; and

(ii) Not being used to carry persons or property for a charge.

(b) Aircraft not owned by any insured that is rented or loaned to you with a paid crew.

4. If other insurance applies to a loss because of "property damage" to non-owned watercraft or aircraft as described in Paragraphs **2.** or **3.** above, the insurance provided by this endorsement does not apply, whether the other insurance is primary, excess, contingent or issued on any other basis.

D. PROPERTY DAMAGE TO BORROWED EQUIPMENT

1. The following is added to Exclusion **2.g.** Damage To Property under Section **I** – Coverages, Coverage **A** – Bodily Injury And Property Damage Liability:

Paragraph **(4)** of this exclusion does not apply to "property damage" to borrowed equipment while that equipment is:

a. Not being used to perform operations; and

b. Away from an insured's premises.

2. The following is added to Section **III** – Limits Of Insurance:

Subject to the General Aggregate limit, the most we will pay for "property damage" to borrowed equipment is the amount shown in the Schedule of this endorsement for each "occurrence".

3. The insurance afforded by Paragraph **1.** above is excess over any valid and collectible property insurance (including any deductible) available to the insured, whether primary, excess, contingent or issued on any other basis.

E. PROPERTY DAMAGE TO CUSTOMERS' GOODS

1. The following is added to Exclusion **2.j.** Damage To Property under Section **I** – Coverages, Coverage **A** – Bodily Injury And Property Damage Liability:

Paragraphs **(3)**, **(4)** and **(6)** of this exclusion do not apply to "property damage" to "customers' goods" while on your premises.

2. The following is added to Section **III** – Limits Of Insurance:

Subject to the General Aggregate limit, the most we will pay for "property damage" to "customers' goods" is the amount shown in the Schedule of this endorsement for each "occurrence".

3. The insurance afforded by Paragraph **1.** above is excess over any valid and collectible property insurance (including any deductible) available to the insured, whether primary, excess, contingent or issued on any other basis.

4. The following definition is added:

"Customers' goods" means tangible personal property belonging to your customers and left with you for storage, service or repair. "Customers' goods" does not include:

a. Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;

b. Animals;

c. Contraband, or property in the course of illegal transportation or trade;

d. Personal property while airborne or waterborne;

e. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;

f. Vehicles or self-propelled machines that are licensed for use on public roads; aircraft; or watercraft;

This paragraph does not apply to:

(1) Vehicles or self-propelled machines, other than "autos", you hold for sale; or

(2) Rowboats or canoes out of water at your premises; or

g. The following property while outside of buildings:

(1) Grain, hay, straw or other crops; and

(2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than trees, shrubs or plants held for sale).

F. PROPERTY DAMAGE FROM ELEVATOR USE

1. The following is added to Exclusion **2.g.** Damage To Property under Section **I** – Coverages, Coverage **A** – Bodily Injury And Property Damage Liability:

Paragraphs **(3)**, **(4)** and **(6)** of this exclusion do not apply if such "property damage" arises out of the use of elevators at premises you own, rent, lease or occupy.

2. The insurance afforded by Paragraph **1.** above is excess over any other valid and collectible insurance which applies to a loss because of "property damage" arising out of the use of elevators, whether such other insurance is primary, excess, contingent or issued on any other basis.

G. PERSONAL AND ADVERTISING INJURY FROM TELEVISED OR VIDEOTAPED MATERIAL

(1) Exclusions **2.n.** and **2.o.** under Section **I** – Coverages, Coverage **B** – Personal And Advertising Injury Liability are replaced by the following:

n. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or professionally produced televised or videotaped publication, in any manner, of material whose first publication took place before the beginning of the policy period.

o. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or professionally produced televised or videotaped publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

(2) Paragraphs **d.** and **e.** of the definition of "personal and advertising injury" are replaced by the following:

d. Oral, written or professionally produced televised or videotaped publication, in any manner, of material that slanders or libels a person or organization, or disparages a person's or organization's goods, products or services;

e. Oral, written or professionally produced televised or videotaped publication, in any manner, of material that violates a person's right to privacy;

H. PERSONAL AND ADVERSTISING INJURY FOR INSUREDS IN MEDIA AND INTERNET TYPE BUSINESSES

Exclusion **2.j.** under Section **I** – Coverages, Coverage **B** – Personal And Advertising Injury Liability is amended to include the following:

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However, paragraph **(1)** does not apply to advertising, broadcasting, publishing or telecasting within the scope of the Named Insured's activities as an educational institution.

I. SUPPLEMENTARY PAYMENTS – BAIL BONDS, LOSS OF EARNINGS, LEGAL AND MEDIA EXPENSE

Section **I** – Coverages, Supplementary Payments – Coverages **A** And **B** is amended as follows:

(1) Paragraphs **1.b.** and **1.d.** are replaced by the following:

b. Up to the amount shown in the Schedule of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the amount shown in the Schedule of this endorsement because of time off from work.

(2) The following is added:

Legal And Media Expense

a. We will reimburse you for "legal and media expense" you actually incurred and paid because of a "legal or media event" during the policy period. However:

(1) We will have no liability to reimburse you for fines, penalties, assessments of costs or other financial awards associated with any such "legal or media event"; and

(2) We will only reimburse you for "legal and media expense" actually incurred and paid within 90 days of the "legal or media event".

b. The maximum we will reimburse you is:

(1) The Each Event amount shown in the Schedule of this endorsement for any one "legal or media event"; and

(2) The Annual Aggregate amount shown in the Schedule of this endorsement for the sum of all "legal or media events" during the policy period.

c. If any other coverage provides reimbursement of similar legal expenses or medical expenses, the coverage provided by this endorsement will apply as excess over such other coverage.

d. The following definitions are added:

(1) "Legal or media event" means any criminal investigation, criminal complaint, indictment, administrative hearing, licensing hearing or regulatory agency proceeding relating to the alleged violation or infringement of one or more state or federal statutes or regulations regarding:

(a) Child abuse;

(b) Premises contamination at your facility;

(c) Closure of your facility by order of the Board of Health due to discovery or suspicion of contaminated food that has been served to your clients;

(d) An actual, attempted, or threatened violent act committed on your premises that results in physical injury or death, including sexual assault, kidnapping, criminal use of weapons on your premises, and stalking of your clients;

(e) An actual incident occurring at your premises involving an explosion, fire, construction accident, or equipment failure; or

(f) Your operations intended to protect the rights or safety of children and/or children in child care facilities.

"Legal or media event" includes significant adverse local, regional or national news media coverage of you relating to the adverse "legal or media event".

However, "legal or media event" does not include any actual or threatened "suit" or claim.

(2) "Legal and media expense" means reasonable fees and necessary costs incurred by you for:

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(a) Attorneys, experts, and consultants used in your investigation or defense of a "legal or media event"; and

(b) Media consultants and management of public relations used in your investigation or defense of a "legal or media event".

"Legal and media expense" does not include:

(a) Damages;

(b) Fines, taxes, sanctions, or penalties;

(c) Any uninsurable amount;

(d) Any expense reimbursed or covered by any other entity or carrier or for which another entity is liable or obligated to pay; or

(e) Any of your remuneration, salaries, overhead, fees, loss of earning reimbursement, or benefit expenses.

J. BROADENED DEFINITION OF INSURED

Section **II** – Who Is An Insured is amended as follows:

1. Paragraph 1.b is replaced by the following:

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business. However, if you are a public entity, you are insured as a partner in a partnership or as a joint venturer in a joint venture, but only if the partnership or joint venture is between you and another governmental organization or non-profit entity. Coverage does not extend to a partnership or joint venture that operates, controls, or funds a hospital or medical clinic, nursing home, airport, port, public housing, or a gas or electric generation facility. For the purpose of this paragraph 1.b an "educational organization: is not a public entity.

2. Paragraph 1.e is replaced by the following:

e. A public entity, you are an insured. Your operating authorities, boards, commissions, districts or any other governmental units are insureds, provided that you operate, control, and fund the authority, board, commission, district, or other governmental unit. Coverage does not extend to an authority, board, commission, district, or other governmental unit that operates, controls, or funds a hospital or medical clinic, nursing home, airport, port, public housing, or a gas or electric generation facility. For the purpose of this paragraph 1.e an "educational organization" is not a public entity.

3. Paragraph **2.** is replaced by the following:

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company), or your managers (if you are a limited liability company), at the supervisory level or above, your "executive officers" (if you are an organization other than a limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);

(b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** above; or

(c) Arising out of his or her providing or failing to provide professional health care services, provided that this subparagraph does not apply to any person who is employed or contracted by the Named Insured as a registered nurse, licensed practical nurse, or licensed or certified athletic trainer providing healthcare services on your behalf at:

i. A dispensary, clinic, infirmary, student health center, athletic facility or other similar facility maintained by the Named Insured principally for the use of its students or "employees"; or

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ii. Any other incidental location that is not a medical emergency facility, in the event of a medical emergency.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Any student body or parent-teacher organizations authorized by the Named Insured, but only while:

(1) Under the supervision required by your governing board; and

(2) Performing services or activities authorized by you.

f. Any student teacher while teaching as part of their educational requirements and acting within the scope of their duties.

g. Spouses of your directors and trustees, but only to the extent that they are involved in a claim or “suit” solely because of their status as a spouse and such claim or “suit” seeks to recover from marital community property, jointly held property or property transferred from an insured to the spouse. No coverage is provided for any “occurrence” or offense caused or committed by a spouse.

h. Any affiliated organizations, boards, commissions, foundations or endowments, or any other current of former controlled organization or subsidiary, provided the Named Insured owns or controls at least 51% of such entity.

This insurance shall not apply to any entity that is already insured under any other insurance provided by any company or that would be an insured but for the exhaustion of its limits of insurance.

4. Paragraph **3.a.** is replaced by the following:

a. Coverage for your newly acquired or formed organization shall be:

(1) Effective on the date of acquisition or formation; and

(2) Afforded until the end of the policy period of this Coverage Form.

K. AUTOMATIC ADDITIONAL INSUREDS

The following paragraphs are added to Section **II** – Who Is An Insured:

1. The following are also insureds under this policy, subject to the following provisions:

a. When Required By Contract Or Agreement

Any person or organization to whom you are required by written contract, agreement, permit or authorization to provide insurance, but only if the contract, agreement, permit or authorization is in effect during the policy period shown in the Declarations and was executed prior to the “bodily injury”, “property damage” or “personal and advertising injury”. However:

(1) The person or organization is an insured only to the extent you are held liable due to:

(a) The ownership, maintenance or use of that part of premises you own, rent, lease or occupy, subject to the following additional provisions:

(i) This insurance does not apply to any “occurrence” which takes place after you cease to be a tenant in any premises leased to or rented to you; and

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(ii) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization;

(b) Your ongoing operations for that insured, whether the work is performed by you or for you;

(c) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:

(i) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires or you cease to lease that equipment; and

(ii) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;

(d) Permits or authorizations issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for that state or municipality.

(2) The insurance with respect to any architect, engineer or surveyor does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by or for you, including:

(a) The preparing, approving or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(b) Supervisory, inspection or engineering services.

(3) This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

(4) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services.

(5) This insurance does not apply to any insured person or organization if the loss, cost, injury or damage is otherwise excluded from coverage under this insurance, including any endorsements made a part of this policy.

(6) A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

(7) This insurance does not apply to any person or organization included as an insured by an endorsement issued by us or otherwise made part of this insurance.

(8) No coverage will be provided if, in the absence of this endorsement, no liability will be imposed by law on you. Coverage will be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

This Additional Insured provision does not apply to managers or lessors of premises; mortgagees, assignees or receivers; or vendors.

b. Managers Or Lessors Of Premises

Any person or organization who leases to you or manages property you rent or lease, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with that part of the premises leased or rented to you and shown on the Declarations.

The following additional exclusions apply to such managers or lessors of premises:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) who leases to you or manages property you rent or lease.

c. Mortgagees, Assignees Or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of premises by you. However, this insurance does not apply to structural alterations, new construction or demolition operations performed by or for that person or organization.

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d. Vendors

Any vendor with whom you have agreed in a written contract or agreement to provide insurance, but only if the contract or agreement is in effect during the policy period shown in the Declarations and was executed prior to the "bodily injury" or "property damage", and only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

(1) The following additional exclusions apply to such vendors:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;

(h) Any failure to maintain the product in a merchantable condition; or

(i) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.

(3) This insurance does not apply to any vendor included as an insured by an endorsement issued by us or otherwise made a part of this insurance.

(4) This insurance does not apply if "bodily injury" or "property damage" included in the "products-completed operations hazard" is excluded either by the provisions of this insurance or by endorsement.

2. The insurance provided to such automatic additional insureds:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insureds.

3. With respect to the insurance afforded to such automatic additional insureds, the following is added to Section **III** – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement; or

b. Available under the applicable limits of insurance shown in the Declarations,

whichever is less.

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The insurance afforded to the additional insured does not increase the applicable limits of insurance shown in the Declarations.

L. EACH LOCATION AND EACH PROJECT AGGREGATES

The following is added to Section **III** – Limits Of Insurance:

1. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A**, and for all medical expenses caused by accidents under Coverage **C**, which can be attributed only to operations at a single designated covered "location" or covered construction project:

a. A separate Each Location or Each Project Aggregate limit applies to each covered "location" or covered construction project, and that limit is equal to the General Aggregate limit shown in the Declarations.

b. The Each Location or Each Project Aggregate limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C**, regardless of the number of:

(1) Insureds;

(2) Claims made or "suits" brought; or

(3) Persons or organizations making claims or bringing "suits".

c. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Each Location or Each Project Aggregate limit for each covered "location" or covered project for which payment is made. Such payments shall not reduce the General Aggregate limit shown in the Declarations nor shall they reduce any other covered "location" or covered project's general aggregate.

d. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate limit shown in the Declarations, such limits will be subject to the applicable Each Location or Each Project Aggregate limit.

2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A**, and for all medical expenses caused by accidents under Coverage **C**, which cannot be attributed only to ongoing operations at a covered "location" or covered project:

a. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate limit or the Products-Completed Operations Aggregate limit, whichever is applicable; and

b. Such payments shall not reduce any Each Location or Each Project Aggregate limit.

3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate limit, and not reduce the General Aggregate limit nor the Each Location or Each Project Aggregate limit.

4. If the applicable covered construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

5. For the purposes of this section of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

6. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

M. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

The following is added to Condition **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit under Section **IV** –Conditions:

Your obligation to notify us as soon as practicable of an "occurrence", offense, claim or "suit" is satisfied if you send us written notice as soon as practicable after any of your "executive officers", directors, partners, insurance managers or legal representatives become aware of or should have become aware of such "occurrence", offense, claim or "suit".

N. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following is added to Condition 5.**.** Representations under Section **IV** –Conditions:

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If you unintentionally fail to disclose all hazards prior to the beginning of the policy period of the Coverage Form, we shall not deny coverage under this Coverage Form because of such failure.

O. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Condition 7**.** Transfer Of Rights Of Recovery Against Others To Us under Section **IV** – Conditions:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization with whom you have agreed in a written contract prior to an "occurrence" to waive such rights.

P. EXPANDED COVERAGE TERRITORY

1. The following is added to Section IV **–Conditions**

Expanded Coverage Territory

a. If a "suit" is brought in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will initiate a defense of the "suit". We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the defense of a "suit" seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured's behalf, we will reimburse the insured for such sums.

b. All payments or reimbursement we make for damages because of judgments or settlements will be made in United States currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in United States currency at the prevailing exchange rate at the time the expenses were incurred.

c. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Puerto Rico or Canada.

d. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for the reduction of the aggregate limits due to payments of claims, judgments or settlements. Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other government authority was in full effect.

e. This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

(1) If the insured's liability to pay damages is determined in a "suit" brought outside the United States of America (including its territories and possessions), Puerto Rico or Canada; or

(2) That is coverage required by law, regulation or other governmental authority in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada.

2. Definition 5**.** "Coverage territory" in Section V- Definitions is replaced with the following:

5. "Coverage territory" means any part of the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

Q. LIBERALIZATION CLAUSE

The following is added to Section **IV** –Conditions:

Liberalization Clause

If we adopt any revision that would broaden coverage under this Coverage Form without additional premium, the broadened coverage will immediately apply to this Coverage Form as of the day the revision is effective in your state.

R. MENTAL ANGUISH RESULTING FROM BODILY INJURY

Definition 4**.** "bodily injury" is replaced by the following:

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4. Bodily injury" means:

a. Bodily injury, sickness or disease sustained by a person, including mental anguish or emotional distress resulting from any of these; and

b. Death resulting from bodily injury, sickness or disease.

S. BROADENED DEFINITION OF MOBILE EQUIPMENT

The following is added to Paragraph **f.(1)** of Definition 20**.** "mobile equipment":

This shall not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

T. The following definition is added:

"Educational organization" means the entity or association shown as a Named Insured in the Declarations of the policy to which this endorsement is attached.

U. PRODUCTS COMPLETED OPERATIONS

With respect to "bodily injury" or "property damage" arising out of "your products" manufactured, sold, handled or distributed:

1. On, from or in connection with the use of any insured premises; or

2. In connection with the conduct of any insured operation, when conducted by you or on your behalf, Paragraph a. of the definition of "Products-completed operations hazard" is replaced by the following:

"Products-completed operations hazard"

a. Includes all "bodily injury" and "property damage" that arises out of "your products" if the "bodily injury" or "property damage" occurs after you have relinquished possession of those products.

V. The following is added to Exclusion **2.n.** Expected Or Intended Injury under Section **I** – Coverages, Coverage **A** – Bodily Injury And Property Damage Liability:

This exclusion also does not apply to "bodily injury" resulting from the use of reasonable force to restrain or remove a student whose behavior is interfering with the orderly exercise and performance of your functions, duties and powers, if that student has refused to comply with a request to refrain from further disruptive acts.

All other terms and conditions remain unchanged.

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JDEMATTIA

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 07/16/2024

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.

PRODUCER License # 0C36861 Alliant Insurance Services, Inc. 18100 Von Karman Ave 10th Fl Irvine, CA 92612	CONTACT NAME: Joana De Mattia PHONE (A/C, No, Ext): (949) 660-5942 FAX (A/C, No): E-MAIL ADDRESS: Joana.DeMattia@alliant.com PRODUCER CUSTOMER ID: KIPPNAS-01
INSURED KIPP Nashville KIPP Nashville College Prep Middle School 3410 Knight Drive Nashville, TN 37207	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Starr Surplus Lines Insurance Company — 13604 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Pertaining to: 3410 Knight Drive - Nashville, TN 37207

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	X PROPERTY CAUSES OF LOSS / DEDUCTIBLES	SLSTPTY12146624	07/01/2024	07/01/2025	X BUILDING	$ 12,572,652
	BASIC — BUILDING 10,000				X PERSONAL PROPERTY	$ 1,274,172
	BROAD — CONTENTS				X BUSINESS INCOME	$ 4,325,000
	X SPECIAL 10,000				EXTRA EXPENSE	$
	EARTHQUAKE				RENTAL VALUE	$
	X WIND 2.0000				BLANKET BUILDING	$
	FLOOD 25,000				BLANKET PERS PROP	$
	X Water Damage 100,000				BLANKET BLDG & PP	$
					X Repl Cost	$
						$
	INLAND MARINE CAUSES OF LOSS	TYPE OF POLICY				$
	NAMED PERILS	POLICY NUMBER				$
						$
	CRIME TYPE OF POLICY					$
						$
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					$
						$
						$
						$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Metropolitan Nashville Public Schools
2601 Bransford Avenue
Nashville, TN 37204

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



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KIPPNAS-01 JDEMATTIA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/16/2024

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

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

PRODUCER License # 0C36861
Alliant Insurance Services, Inc.
18100 Von Karman Ave 10th Fl
Irvine, CA 92612

CONTACT NAME: Joana De Mattia
PHONE (A/C, No, Ext): (949) 660-5942 FAX (A/C, No):
E-MAIL ADDRESS: Joana.DeMattia@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Southern Home Insurance Company	41998
INSURER B : Employers Ins Co of Wausau (Liberty Mutual)	21458
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
KIPP Nashville
KIPP Nashville Collegiate High School
3410 Knight Drive
Nashville, TN 37207

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		7NA6CP0002054-00	7/1/2024	7/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			7NA6CA0000385-00	7/1/2024	7/1/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 10,000,000
	X EXCESS LIAB CLAIMS-MADE			7NA6FF0000301-00	7/1/2024	7/1/2025	AGGREGATE	$ 10,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		WCC-Z91-469250-014	7/1/2024	7/1/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Abuse or Molestation			7NA6CP0002054-00	7/1/2024	7/1/2025	See Remarks	
A	Educators Legal Liab			7NA6CP0002054-00	7/1/2024	7/1/2025	See Remarks	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 123 Douglas Avenue - Nashville, TN 37207
Metropolitan Nashville Public Schools is included as additional insured under General Liability coverage when required by written contract/agreement per attached form # CG 20 26 (04-13).

CERTIFICATE HOLDER

Metropolitan Nashville Public Schools
2601 Bransford Avenue
Nashville, TN 37204

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

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Docusign Envelope ID: BC382A24-9BB3-49AC-9B12-861E7DD215BB

AGENCY CUSTOMER ID: KIPPNAS-01 JDEMATTIA

LOC #: 9

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0C36861	NAMED INSURED
Alliant Insurance Services, Inc.		KIPP Nashville KIPP Nashville Collegiate High School 3410 Knight Drive Nashville, TN 37207
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Sexual Abuse or Molestation Limits:
$1,000,000 Per Act / $3,000,000 Aggregate

Educators Legal Liability with Employment Practices Liability Limits:
$1,000,000 Per Wrongful Act / $3,000,000 Aggregate - Claims Made Retroactive Date: 07-01-2008
$25,000 Deductible for Educators Legal Liability
$25,000 Deductible for Employment Practices Liability

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HONOR ROLL ELITE GENERAL LIABILITY ENHANCEMENT

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE FORM

The following coverages and extensions are added to this policy as detailed below. As respects any coverage provided by this endorsement, if higher limits are provided on any other schedule, declarations or endorsement attached to this policy, then the limits and coverage provided by this endorsement would not apply for that coverage.

SCHEDULE

Limited Product Withdrawal Expense	$10,000 All Product Withdrawal Expenses
Limited Pollution Coverage	Included
Watercraft	
Non-Owned	Increased To 51 Feet Long
Non-Motorized	Less Than 76 Feet Long
Non-Owned Aircraft	If Rented Or Loaned With A Paid Crew
Property Damage To Borrowed Equipment	$10,000 Each Occurrence
Property Damage To Customers' Goods	$10,000 Each Occurrence
Property Damage From Elevator Use	Included
Personal And Advertising Injury	
From Televised Or Videotaped Material	Included
For Insureds In Media And Internet Type Businesses	Included
From Electronic Chatrooms or Bulletin Boards	Included
Supplementary Payments	
Bail Bonds	Up To $5,000
Loss Of Earnings	Up To $500 A Day
Legal And Media Expense	$10,000 Each Event / $50,000 Annual Aggregate
Broadened Definition Of Insured	Included
Automatic Additional Insureds	
When Required By Contract Or Agreement	Included
Managers Or Lessors Of Premises	Included
Mortgagees, Assignees Or Receivers	Included
Vendors	Included
Each Location And Each Project Aggregates	Equal To The General Aggregate Limit
Duties In The Event Of Occurrence, Offense, Claim Or Suit	Included
Unintentional Failure To Disclose All Hazards	Included
Waiver Of Transfer Of Rights Of Recovery Against Others To Us	Included
Expanded Coverage Territory	Included
Liberalization	Included
Mental Anguish Resulting From Bodily Injury	Included
Broadened Definition Of Mobile Equipment	Included
Products Liability Redefined	Included
Broadened Liability Coverage for Restraint or Removal of Students	Included

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LIMITED PRODUCT WITHDRAWAL EXPENSE

THIS COVERAGE ONLY PROVIDES REIMBURSEMENT TO YOU FOR EXPENSES INCURRED BECAUSE OF A COVERED "PRODUCT WITHDRAWAL". THIS COVERAGE DOES NOT PROVIDE ANY LIABILITY COVERAGE OR COVERAGE FOR THE COST OR EXPENSE OF DEFENDING ANY CLAIM OR "SUIT".

1. The following is added to Section **I** – Coverages:

LIMITED PRODUCT WITHDRAWAL EXPENSE COVERAGE

Insuring Agreement

a. We will reimburse you for "product withdrawal expenses" incurred by you because of a "product withdrawal" to which this insurance applies.

The amount of such reimbursement is limited as described in Section **III** – Limits Of Insurance, as amended by this endorsement. No other obligation or liability to pay sums or perform acts or services is covered.

b. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:

(1) You determine that the "product withdrawal" is necessary; or

(2) An authorized government entity has ordered you to conduct a "product withdrawal".

c. We will reimburse "product withdrawal expenses" only if:

(1) The expenses are incurred within one year of the date the "product withdrawal" was initiated;

(2) The expenses are reported to us within one year of the date the expenses were incurred; and

(3) The product that is the subject of the "product withdrawal" was produced during the policy period.

d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:

(1) When you first announced, in any manner, to the general public, your vendors or to your "employees" (other than those "employees" directly involved in making the determination) your decision to conduct or participate in a "product withdrawal". This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party; or

(2) When you first received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal".

e. "Product withdrawal expenses" incurred to withdraw "your products" which contain the same or substantially similar "defects" will be deemed to have arisen out of the same "product withdrawal".

Exclusions

This insurance does not apply to "product withdrawal expenses" arising out of:

a. Breach Of Warranty And Failure To Conform To Intended Purpose

Any "product withdrawal" initiated due to the failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property other than "your product".

b. Infringement Of Copyright, **Patent**, **Trade Secret**, **Trade Dress Or Trademark**

Any "product withdrawal" initiated due to copyright, patent, trade secret, trade dress or trademark infringements.

c. Chemical Transformation, Deterioration Or Decomposition

Any "product withdrawal" initiated due to transformation of a chemical nature, deterioration or decomposition of "your product". This exclusion does not apply if transformation of a chemical nature, deterioration or decomposition is caused by:

(1) An error in manufacturing, design or processing;

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(2) Transportation of "your product"; or

(3) "Product tampering".

d. Goodwill, **Market Share**, **Revenue**, **Profit Or Redesign**

The costs of goodwill, market share, revenue or "profit" or the costs of redesigning "your product".

e. Expiration Of Shelf Life

Any "product withdrawal" initiated due to expiration of the designated shelf life of "your product".

f. Known Defect

A "product withdrawal" initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers" prior to the policy period or the time "your product" leaves your control or possession.

g. Otherwise Excluded Products

A recall of any specific products for which "bodily injury" or "property damage" is excluded under Coverage **A** – Bodily Injury And Property Damage Liability.

h. Governmental Ban

A recall when "your product" or a component contained within "your product" has been:

(1) Banned from the market by an authorized government entity prior to the policy period; or

(2) Distributed or sold by you subsequent to any governmental ban.

i. Defense Of Claim

The defense of a claim or "suit" against you for liability arising out of a "product withdrawal".

j. Third Party Damages, Fines And Penalties

Any compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured. Exemplary or punitive damages are only excluded in jurisdictions where allowable by statute.

k. Pollution-Related Expenses

Any loss, cost or expense due to any:

(1) Request, demand, order, statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of, "pollutants"; or

(2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of, "pollutants".

2. Exclusion 2.f. Electronic Chatrooms or Bulletin Boards of Section **I** – Coverages, Coverage B -Personal And Advertising Injury Liability is deleted.

3. The following is added to Section **III** – Limits Of Insurance:

The most that we will reimburse you for the sum of all "product withdrawal expenses" incurred for all "product withdrawals" initiated during the policy period is the amount shown in the Schedule of this endorsement, regardless of the number of:

a. Insureds;

b. "Product withdrawals" initiated; or

c. "Your products" withdrawn.

4. Section **IV** –Conditions is amended as follows:

a. Paragraph **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

2. **Duties In The Event Of A Defect Or A Product Withdrawal**

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a. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your product", or any governmental investigation, that may result in a "product withdrawal". To the extent possible, notice should include:

(1) How, when and where the "defect" was discovered;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

Your obligation to notify us as soon as practicable is satisfied if you send us written notice as soon as practicable after any of your "executive officers", directors, partners, insurance managers or legal representatives become aware of or should have become aware of such actual, suspected or threatened "defect" in "your product", or any governmental investigation, that may result in a "product withdrawal".

b. If a "product withdrawal" is initiated, you must:

(1) Immediately record the specifics of the "product withdrawal" and the date where it was initiated; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "product withdrawal" as soon as practicable.

c. You must promptly take all reasonable steps to mitigate the expenses associated with a "product withdrawal". Any "profit" that you receive from mitigating the expenses will be deducted from the amount of reimbursement that you will receive for "product withdrawal expenses".

d. You and any other involved insured must:

(1) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";

(2) Authorize us to obtain records and other information; and

(3) Cooperate with us in our investigation of the "product withdrawal".

b. The following Conditions are added:

Concealment Or Fraud

We will not provide "product withdrawal expense" coverage to you or any other insured who, at any time:

a. Engaged in fraudulent conduct; or

b. Intentionally concealed or misrepresented a material fact concerning a "product withdrawal" or "product withdrawal expenses" incurred by you.

Product Tampering Limitation

When "product tampering" is known, suspected or threatened, a "product withdrawal" will be limited to those batches of "your product" which are known or suspected to have been tampered with.

5. The following definitions are added:

a. "Defect" means a flaw, deficiency or inadequacy that creates a dangerous condition.

b. "Product tampering" means an act of intentional alteration of "your product" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

For purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and application software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

c. "Product withdrawal" means the recall or withdrawal:

(1) From the market; or

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(2) From use by any other person or organization;

of "your products" or products which contain "your products", because of known or suspected "defects" in "your product" or known or suspected "product tampering" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

For purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other media which are used with electronically controlled equipment.

d. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below, paid and directly related to a "product withdrawal":

(1) Costs of notification;

(2) Costs of stationery, envelopes, production of announcements and postage or facsimiles;

(3) Costs of overtime paid to your regular non-salary "employees" and costs incurred by your "employees", including costs of transportation and accommodations;

(4) Costs of computer time;

(5) Costs of hiring independent contractors and other temporary employees;

(6) Costs of transportation, shipping or packaging;

(7) Costs of warehouse or storage space; or

(8) Costs of proper disposal of "your products" or products that contain "your products" that cannot be reused, not exceeding your purchase price or your costs to produce the products.

e. "Profit" means the positive gain from business operation after subtracting all expenses.

B. **LIMITED POLLUTION COVERAGE**

Exclusion **2.t.** Pollution, Paragraph **(1)(a)** of Section **I** – Coverages, Coverage **A** – Bodily Injury And Property Damage Liability does not apply to:

1. Materials used by an insured as part of an educational curriculum or educational program;

2. The use and storage of swimming pool chemicals by your "employees", provided the use and storage of such swimming pool chemicals comply with all applicable statutes, ordinances, regulations or license requirements of any federal, state or local government which apply; or

3. The application or use of pesticides or herbicides by your "employees" who are licensed or certified, provided the application of such pesticide or herbicide complies with all applicable statues, ordinances, regulations or license requirements of any federal, state or local government which apply.

C. WATERCRAFT AND NON-OWNED AIRCRAFT

Exclusion **2.a.** Aircraft, Auto Or Watercraft under Section **I** – Coverages, Coverage **A** – Bodily Injury And Property Damage Liability is amended as follows:

1. Transportation Of Students

With respect to the transportation of your students, this exclusion also applies to any aircraft, "auto" or watercraft that is hired by an insured, including claims against the insured that allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved any aircraft, "auto" or watercraft that is hired by the insured.

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For the purpose of this exclusion, the word hired includes any contract to furnish transportation of your students to and from schools.

2. Non-Owned Watercraft

Paragraph **(2)** is replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used by You to carry persons or property for a charge.

3. Non-Motorized Watercraft And Non-Owned Aircraft

The following is added:

This exclusion also does not apply to:

(a) A non-motorized watercraft that is:

(i) Less than 76 feet long; and

(ii) Not being used to carry persons or property for a charge.

(b) Aircraft not owned by any insured that is rented or loaned to you with a paid crew.

4. If other insurance applies to a loss because of "property damage" to non-owned watercraft or aircraft as described in Paragraphs **2.** or **3.** above, the insurance provided by this endorsement does not apply, whether the other insurance is primary, excess, contingent or issued on any other basis.

D. PROPERTY DAMAGE TO BORROWED EQUIPMENT

1. The following is added to Exclusion **2.g.** Damage To Property under Section **I** – Coverages, Coverage **A** – Bodily Injury And Property Damage Liability:

Paragraph **(4)** of this exclusion does not apply to "property damage" to borrowed equipment while that equipment is:

a. Not being used to perform operations; and

b. Away from an insured's premises.

2. The following is added to Section **III** – Limits Of Insurance:

Subject to the General Aggregate limit, the most we will pay for "property damage" to borrowed equipment is the amount shown in the Schedule of this endorsement for each "occurrence".

3. The insurance afforded by Paragraph **1.** above is excess over any valid and collectible property insurance (including any deductible) available to the insured, whether primary, excess, contingent or issued on any other basis.

E. PROPERTY DAMAGE TO CUSTOMERS' GOODS

1. The following is added to Exclusion **2.j.** Damage To Property under Section **I** – Coverages, Coverage **A** – Bodily Injury And Property Damage Liability:

Paragraphs **(3)**, **(4)** and **(6)** of this exclusion do not apply to "property damage" to "customers' goods" while on your premises.

2. The following is added to Section **III** – Limits Of Insurance:

Subject to the General Aggregate limit, the most we will pay for "property damage" to "customers' goods" is the amount shown in the Schedule of this endorsement for each "occurrence".

3. The insurance afforded by Paragraph **1.** above is excess over any valid and collectible property insurance (including any deductible) available to the insured, whether primary, excess, contingent or issued on any other basis.

4. The following definition is added:

"Customers' goods" means tangible personal property belonging to your customers and left with you for storage, service or repair. "Customers' goods" does not include:

a. Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;

b. Animals;

c. Contraband, or property in the course of illegal transportation or trade;

d. Personal property while airborne or waterborne;

e. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;

f. Vehicles or self-propelled machines that are licensed for use on public roads; aircraft; or watercraft;

This paragraph does not apply to:

(1) Vehicles or self-propelled machines, other than "autos", you hold for sale; or

(2) Rowboats or canoes out of water at your premises; or

g. The following property while outside of buildings:

(1) Grain, hay, straw or other crops; and

(2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than trees, shrubs or plants held for sale).

F. PROPERTY DAMAGE FROM ELEVATOR USE

1. The following is added to Exclusion **2.g.** Damage To Property under Section **I** – Coverages, Coverage **A** – Bodily Injury And Property Damage Liability:

Paragraphs **(3)**, **(4)** and **(6)** of this exclusion do not apply if such "property damage" arises out of the use of elevators at premises you own, rent, lease or occupy.

2. The insurance afforded by Paragraph **1.** above is excess over any other valid and collectible insurance which applies to a loss because of "property damage" arising out of the use of elevators, whether such other insurance is primary, excess, contingent or issued on any other basis.

G. PERSONAL AND ADVERTISING INJURY FROM TELEVISED OR VIDEOTAPED MATERIAL

(1) Exclusions **2.n.** and **2.o.** under Section **I** – Coverages, Coverage **B** – Personal And Advertising Injury Liability are replaced by the following:

n. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or professionally produced televised or videotaped publication, in any manner, of material whose first publication took place before the beginning of the policy period.

o. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or professionally produced televised or videotaped publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

(2) Paragraphs **d.** and **e.** of the definition of "personal and advertising injury" are replaced by the following:

d. Oral, written or professionally produced televised or videotaped publication, in any manner, of material that slanders or libels a person or organization, or disparages a person's or organization's goods, products or services;

e. Oral, written or professionally produced televised or videotaped publication, in any manner, of material that violates a person's right to privacy;

H. PERSONAL AND ADVERSTISING INJURY FOR INSUREDS IN MEDIA AND INTERNET TYPE BUSINESSES

Exclusion **2.j.** under Section **I** – Coverages, Coverage **B** – Personal And Advertising Injury Liability is amended to include the following:

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However, paragraph **(1)** does not apply to advertising, broadcasting, publishing or telecasting within the scope of the Named Insured's activities as an educational institution.

I. SUPPLEMENTARY PAYMENTS – BAIL BONDS, LOSS OF EARNINGS, LEGAL AND MEDIA EXPENSE

Section **I** – Coverages, Supplementary Payments – Coverages **A** And **B** is amended as follows:

(1) Paragraphs **1.b.** and **1.d.** are replaced by the following:

b. Up to the amount shown in the Schedule of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the amount shown in the Schedule of this endorsement because of time off from work.

(2) The following is added:

Legal And Media Expense

a. We will reimburse you for "legal and media expense" you actually incurred and paid because of a "legal or media event" during the policy period. However:

(1) We will have no liability to reimburse you for fines, penalties, assessments of costs or other financial awards associated with any such "legal or media event"; and

(2) We will only reimburse you for "legal and media expense" actually incurred and paid within 90 days of the "legal or media event".

b. The maximum we will reimburse you is:

(1) The Each Event amount shown in the Schedule of this endorsement for any one "legal or media event"; and

(2) The Annual Aggregate amount shown in the Schedule of this endorsement for the sum of all "legal or media events" during the policy period.

c. If any other coverage provides reimbursement of similar legal expenses or medical expenses, the coverage provided by this endorsement will apply as excess over such other coverage.

d. The following definitions are added:

(1) "Legal or media event" means any criminal investigation, criminal complaint, indictment, administrative hearing, licensing hearing or regulatory agency proceeding relating to the alleged violation or infringement of one or more state or federal statutes or regulations regarding:

(a) Child abuse;

(b) Premises contamination at your facility;

(c) Closure of your facility by order of the Board of Health due to discovery or suspicion of contaminated food that has been served to your clients;

(d) An actual, attempted, or threatened violent act committed on your premises that results in physical injury or death, including sexual assault, kidnapping, criminal use of weapons on your premises, and stalking of your clients;

(e) An actual incident occurring at your premises involving an explosion, fire, construction accident, or equipment failure; or

(f) Your operations intended to protect the rights or safety of children and/or children in child care facilities.

"Legal or media event" includes significant adverse local, regional or national news media coverage of you relating to the adverse "legal or media event".

However, "legal or media event" does not include any actual or threatened "suit" or claim.

(2) "Legal and media expense" means reasonable fees and necessary costs incurred by you for:

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(a) Attorneys, experts, and consultants used in your investigation or defense of a "legal or media event"; and

(b) Media consultants and management of public relations used in your investigation or defense of a "legal or media event".

"Legal and media expense" does not include:

(a) Damages;

(b) Fines, taxes, sanctions, or penalties;

(c) Any uninsurable amount;

(d) Any expense reimbursed or covered by any other entity or carrier or for which another entity is liable or obligated to pay; or

(e) Any of your remuneration, salaries, overhead, fees, loss of earning reimbursement, or benefit expenses.

J. BROADENED DEFINITION OF INSURED

Section **II** – Who Is An Insured is amended as follows:

1. Paragraph 1.b is replaced by the following:

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business. However, if you are a public entity, you are insured as a partner in a partnership or as a joint venturer in a joint venture, but only if the partnership or joint venture is between you and another governmental organization or non-profit entity. Coverage does not extend to a partnership or joint venture that operates, controls, or funds a hospital or medical clinic, nursing home, airport, port, public housing, or a gas or electric generation facility. For the purpose of this paragraph 1.b an "educational organization: is not a public entity.

2. Paragraph 1.e is replaced by the following:

e. A public entity, you are an insured. Your operating authorities, boards, commissions, districts or any other governmental units are insureds, provided that you operate, control, and fund the authority, board, commission, district, or other governmental unit. Coverage does not extend to an authority, board, commission, district, or other governmental unit that operates, controls, or funds a hospital or medical clinic, nursing home, airport, port, public housing, or a gas or electric generation facility. For the purpose of this paragraph 1.e an "educational organization" is not a public entity.

3. Paragraph **2.** is replaced by the following:

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company), or your managers (if you are a limited liability company), at the supervisory level or above, your "executive officers" (if you are an organization other than a limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);

(b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** above; or

(c) Arising out of his or her providing or failing to provide professional health care services, provided that this subparagraph does not apply to any person who is employed or contracted by the Named Insured as a registered nurse, licensed practical nurse, or licensed or certified athletic trainer providing healthcare services on your behalf at:

i. A dispensary, clinic, infirmary, student health center, athletic facility or other similar facility maintained by the Named Insured principally for the use of its students or "employees"; or

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ii. Any other incidental location that is not a medical emergency facility, in the event of a medical emergency.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Any student body or parent-teacher organizations authorized by the Named Insured, but only while:

(1) Under the supervision required by your governing board; and

(2) Performing services or activities authorized by you.

f. Any student teacher while teaching as part of their educational requirements and acting within the scope of their duties.

g. Spouses of your directors and trustees, but only to the extent that they are involved in a claim or “suit” solely because of their status as a spouse and such claim or “suit” seeks to recover from marital community property, jointly held property or property transferred from an insured to the spouse. No coverage is provided for any “occurrence” or offense caused or committed by a spouse.

h. Any affiliated organizations, boards, commissions, foundations or endowments, or any other current of former controlled organization or subsidiary, provided the Named Insured owns or controls at least 51% of such entity.

This insurance shall not apply to any entity that is already insured under any other insurance provided by any company or that would be an insured but for the exhaustion of its limits of insurance.

4. Paragraph **3.a.** is replaced by the following:

a. Coverage for your newly acquired or formed organization shall be:

(1) Effective on the date of acquisition or formation; and

(2) Afforded until the end of the policy period of this Coverage Form.

K. AUTOMATIC ADDITIONAL INSUREDS

The following paragraphs are added to Section **II** – Who Is An Insured:

1. The following are also insureds under this policy, subject to the following provisions:

a. When Required By Contract Or Agreement

Any person or organization to whom you are required by written contract, agreement, permit or authorization to provide insurance, but only if the contract, agreement, permit or authorization is in effect during the policy period shown in the Declarations and was executed prior to the “bodily injury”, “property damage” or “personal and advertising injury”. However:

(1) The person or organization is an insured only to the extent you are held liable due to:

(a) The ownership, maintenance or use of that part of premises you own, rent, lease or occupy, subject to the following additional provisions:

(i) This insurance does not apply to any “occurrence” which takes place after you cease to be a tenant in any premises leased to or rented to you; and

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(ii) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization;

(b) Your ongoing operations for that insured, whether the work is performed by you or for you;

(c) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:

(i) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires or you cease to lease that equipment; and

(ii) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;

(d) Permits or authorizations issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for that state or municipality.

(2) The insurance with respect to any architect, engineer or surveyor does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by or for you, including:

(a) The preparing, approving or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(b) Supervisory, inspection or engineering services.

(3) This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

(4) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services.

(5) This insurance does not apply to any insured person or organization if the loss, cost, injury or damage is otherwise excluded from coverage under this insurance, including any endorsements made a part of this policy.

(6) A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

(7) This insurance does not apply to any person or organization included as an insured by an endorsement issued by us or otherwise made part of this insurance.

(8) No coverage will be provided if, in the absence of this endorsement, no liability will be imposed by law on you. Coverage will be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

This Additional Insured provision does not apply to managers or lessors of premises; mortgagees, assignees or receivers; or vendors.

b. Managers Or Lessors Of Premises

Any person or organization who leases to you or manages property you rent or lease, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with that part of the premises leased or rented to you and shown on the Declarations.

The following additional exclusions apply to such managers or lessors of premises:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) who leases to you or manages property you rent or lease.

c. Mortgagees, Assignees Or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of premises by you. However, this insurance does not apply to structural alterations, new construction or demolition operations performed by or for that person or organization.

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d. Vendors

Any vendor with whom you have agreed in a written contract or agreement to provide insurance, but only if the contract or agreement is in effect during the policy period shown in the Declarations and was executed prior to the "bodily injury" or "property damage", and only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

(1) The following additional exclusions apply to such vendors:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;

(h) Any failure to maintain the product in a merchantable condition; or

(i) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.

(3) This insurance does not apply to any vendor included as an insured by an endorsement issued by us or otherwise made a part of this insurance.

(4) This insurance does not apply if "bodily injury" or "property damage" included in the "products-completed operations hazard" is excluded either by the provisions of this insurance or by endorsement.

2. The insurance provided to such automatic additional insureds:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insureds.

3. With respect to the insurance afforded to such automatic additional insureds, the following is added to Section **III** – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement; or

b. Available under the applicable limits of insurance shown in the Declarations,

whichever is less.

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The insurance afforded to the additional insured does not increase the applicable limits of insurance shown in the Declarations.

L. EACH LOCATION AND EACH PROJECT AGGREGATES

The following is added to Section **III** – Limits Of Insurance:

1. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A**, and for all medical expenses caused by accidents under Coverage **C**, which can be attributed only to operations at a single designated covered "location" or covered construction project:

a. A separate Each Location or Each Project Aggregate limit applies to each covered "location" or covered construction project, and that limit is equal to the General Aggregate limit shown in the Declarations.

b. The Each Location or Each Project Aggregate limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C**, regardless of the number of:

(1) Insureds;

(2) Claims made or "suits" brought; or

(3) Persons or organizations making claims or bringing "suits".

c. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Each Location or Each Project Aggregate limit for each covered "location" or covered project for which payment is made. Such payments shall not reduce the General Aggregate limit shown in the Declarations nor shall they reduce any other covered "location" or covered project's general aggregate.

d. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate limit shown in the Declarations, such limits will be subject to the applicable Each Location or Each Project Aggregate limit.

2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A**, and for all medical expenses caused by accidents under Coverage **C**, which cannot be attributed only to ongoing operations at a covered "location" or covered project:

a. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate limit or the Products-Completed Operations Aggregate limit, whichever is applicable; and

b. Such payments shall not reduce any Each Location or Each Project Aggregate limit.

3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate limit, and not reduce the General Aggregate limit nor the Each Location or Each Project Aggregate limit.

4. If the applicable covered construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

5. For the purposes of this section of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

6. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

M. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

The following is added to Condition **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit under Section **IV** –Conditions:

Your obligation to notify us as soon as practicable of an "occurrence", offense, claim or "suit" is satisfied if you send us written notice as soon as practicable after any of your "executive officers", directors, partners, insurance managers or legal representatives become aware of or should have become aware of such "occurrence", offense, claim or "suit".

N. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following is added to Condition 5.**.** Representations under Section **IV** –Conditions:

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If you unintentionally fail to disclose all hazards prior to the beginning of the policy period of the Coverage Form, we shall not deny coverage under this Coverage Form because of such failure.

O. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Condition 7**.** Transfer Of Rights Of Recovery Against Others To Us under Section **IV** – Conditions:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization with whom you have agreed in a written contract prior to an "occurrence" to waive such rights.

P. EXPANDED COVERAGE TERRITORY

1. The following is added to Section IV **–Conditions**

Expanded Coverage Territory

a. If a "suit" is brought in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will initiate a defense of the "suit". We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the defense of a "suit" seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured's behalf, we will reimburse the insured for such sums.

b. All payments or reimbursement we make for damages because of judgments or settlements will be made in United States currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in United States currency at the prevailing exchange rate at the time the expenses were incurred.

c. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Puerto Rico or Canada.

d. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for the reduction of the aggregate limits due to payments of claims, judgments or settlements. Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other government authority was in full effect.

e. This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

(1) If the insured's liability to pay damages is determined in a "suit" brought outside the United States of America (including its territories and possessions), Puerto Rico or Canada; or

(2) That is coverage required by law, regulation or other governmental authority in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada.

2. Definition 5**.** "Coverage territory" in Section V- Definitions is replaced with the following:

5. "Coverage territory" means any part of the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

Q. LIBERALIZATION CLAUSE

The following is added to Section **IV** –Conditions:

Liberalization Clause

If we adopt any revision that would broaden coverage under this Coverage Form without additional premium, the broadened coverage will immediately apply to this Coverage Form as of the day the revision is effective in your state.

R. MENTAL ANGUISH RESULTING FROM BODILY INJURY

Definition 4**.** "bodily injury" is replaced by the following:

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4. Bodily injury" means:

a. Bodily injury, sickness or disease sustained by a person, including mental anguish or emotional distress resulting from any of these; and

b. Death resulting from bodily injury, sickness or disease.

S. BROADENED DEFINITION OF MOBILE EQUIPMENT

The following is added to Paragraph **f.(1)** of Definition 20**.** "mobile equipment":

This shall not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

T. The following definition is added:

"Educational organization" means the entity or association shown as a Named Insured in the Declarations of the policy to which this endorsement is attached.

U. PRODUCTS COMPLETED OPERATIONS

With respect to "bodily injury" or "property damage" arising out of "your products" manufactured, sold, handled or distributed:

1. On, from or in connection with the use of any insured premises; or

2. In connection with the conduct of any insured operation, when conducted by you or on your behalf, Paragraph a. of the definition of "Products-completed operations hazard" is replaced by the following:

"Products-completed operations hazard"

a. Includes all "bodily injury" and "property damage" that arises out of "your products" if the "bodily injury" or "property damage" occurs after you have relinquished possession of those products.

V. The following is added to Exclusion **2.n.** Expected Or Intended Injury under Section **I** – Coverages, Coverage **A** – Bodily Injury And Property Damage Liability:

This exclusion also does not apply to "bodily injury" resulting from the use of reasonable force to restrain or remove a student whose behavior is interfering with the orderly exercise and performance of your functions, duties and powers, if that student has refused to comply with a request to refrain from further disruptive acts.

All other terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Metropolitan Nashville Public Schools
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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Jim Flautt, KIPP Nashville Board Chair jflautt@asurion.com KIPP Nashville Board Chair Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 107.3.146.203	Sent: 7/17/2024 9:10:50 AM Viewed: 7/17/2024 10:51:18 AM Signed: 7/17/2024 10:51:30 AM
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Kevin Edwards Kevin.Edwards@mnps.org Director of Procurement Metro Nashville Public Schools Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 96.4.9.100	Sent: 7/17/2024 10:51:35 AM Viewed: 7/17/2024 11:16:42 AM Signed: 7/17/2024 11:17:24 AM
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Kevin Knapp kevin.knapp@mnps.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 96.4.9.100	Sent: 7/17/2024 11:17:29 AM Viewed: 7/17/2024 12:44:23 PM Signed: 7/17/2024 12:44:41 PM
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Shereka Roby-Grant shereka.roby@mnps.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 96.4.9.1	Sent: 7/17/2024 12:44:45 PM Viewed: 7/17/2024 2:48:23 PM Signed: 7/17/2024 2:50:17 PM
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Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None)		
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