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BOARD OF EDUCATION CONTRACT

FROM: METROPOLITAN BOARD OF PUBLIC EDUCATION

TO: Kelly Flannery, Director
Metropolitan Department of Finance

Contract Number: 7551094 Contractor: KIPP Nashville
Sourcing Method: Board Approved Charter Application
Start Date: 7/1/2023 End Date: 6/30/2033
Address: 3410 Knight Drive City: Nasvhille State: TN Zip: 37207
Supplier Number: 146578 Supplier Email: brockey@intrepidcollegeprep.org

PURPOSE OF CONTRACT:
Charter School Agreement for KIPP Nashville College Prep Middle School at 3410 Knight Drive, Nashville, TN, 37207, for grades 5-8.

CONTRACT SPECIFICS:

Does this engagement require fund authorization by the MBPE? **Yes** Board Approval Date: **11/22/22**

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: Fund number:

MNPS Contact Person: Shereka Roby-Grany
Email Address: shereka.roby@mnps.org

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

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METRO NASHVILLE PUBLIC SCHOOLS

MNPS Contract: 7551094

Charter School Agreement

This Charter Agreement ("Agreement") is entered into between The Metropolitan Nashville Public Schools ("Chartering Authority") and KIPP Nashville College Prep Middle 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 proposed in the Charter School's Application, dated April 1, 2022. 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 Application ("Application"),
- Exhibit 2: Pre-Opening Charter Accountability Workbook,
- Exhibit 3: Metro Nashville Public Schools Charter School Performance Framework (latest adopted edition shall govern),
- Exhibit 4: 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;

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:

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

As required by 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, 2023 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, 2033, unless terminated early or renewed pursuant to the terms of this Agreement.

1.3 Delay in Opening. If the Charter School is not ready to open within the prescribed time, the Chartering Authority may consider a delay for a period not to exceed one academic year.

1.4 Commencement Date. The Charter School shall commence operations with the 2023 – 2024 school year.

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

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1.6 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 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 will be binding on the Charter School.

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

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

The 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.

1.7 Location. The Charter School is located at 3410 Knight Drive, 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.

1.8 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

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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 students records in order for Charter School to determine if students have an Individual Education Program from another school.

The Charter School may enroll students up to a total maximum of 350. 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(b). 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(b)(2)(A). If enrollment within a group of preferences set out in subdivision (b)(2)(A) 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	5-8	350	368
Year 2	5-8	350	368
Year 3	5-8	350	368
Year 4	5-8	350	368
Year 5	5-8	350	368
Year 6	5-8	350	368
Year 7	5-8	350	368
Year 8	5-8	350	368
Year 9	5-8	350	368
Year 10	5-8	350	368

* 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.

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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)).

High schools must pursue and attain accreditation from the accrediting body approved by the state and the Chartering Authority. It is expected that the candidate school status for accreditation will be received during the first year of the Charter School's operation.

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.

2.4 Exceptional Education. Special education services, related services, and 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 will 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 documents, including the IEP. Exceptional education services at the Charter School will be delivered by individuals or agencies licensed and/or qualified to provide exceptional education services required by the Tennessee Public Charter Schools Act, the IDEA, and applicable law. Charter School staff may participate in any Chartering Authority professional development related to exceptional education or the provision of

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services pursuant to Section 504. Whenever possible and appropriate, consistent with a child's IEP, the Charter School will deliver special education 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 will be responsible for monitoring individual case management of all exceptional education students and for arranging the provision of services required by their IEP. The Charter School shall maintain a file documenting the Charter School's compliance with exceptional education 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 will 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 disabilities at the Charter School who have an in-date eligibility and IEP. There will be two count dates (one each semester) determined by the MNPS Dept of Exceptional Education. These count dates will 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 will pool the Charter School Reimbursement Requests with the Chartering Authority requests and the requests with the highest reimbursement amounts will 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 will 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

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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") Policy 3.207. 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.

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 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.

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- 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.

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 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 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.

4.2 The Charter School may not commence instruction prior to completion of applicable inspections and receipt of a completed Pre-Opening Actions Checklist (refer to Exhibit 2) from the Chartering Authority.

4.3 The Charter School will notify the Chartering Authority's Office of Charter Schools 90 days in advance of any relocation plans of the school.

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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 will be applicable:

5.3 **Full Meal Services:** Nutrition Services will 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.

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 will have custodial responsibility for all financial operations of the operating site. All meals will be provided in accordance with USDA regulations, counted using Nutrition Services procedures and a reimbursement claim will be submitted monthly to the TN Department of Education Child Nutrition Program office. The Charter School will be invoiced for any services provided by Nutrition Services that are outside of standard meal services (i.e. catering function). Furthermore, the Charter School will 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 guidance in 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 will not be a separate invoice for these items; Nutrition Services retains ownership of technology.

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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 will have custodial responsibility for all financial operations of the operating site. All meals will be counted using Nutrition Services procedures and a reimbursement claim will be submitted monthly to the TN Department of Education Child Nutrition Program office. Furthermore, the Charter School will be invoiced for any services provided by Nutrition Services that are outside of standard meal services (i.e. catering function). The Charter School will incur transportation costs as an additional part of operational expenses should they elect transport services. The Charter School will 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 guidance 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 will 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.

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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.
- 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 will be used by the Charter School, it shall purchase "all risks" property and boiler insurance. Insurance shall be for the full replacement cost of the property and contents with no coinsurance penalty provision.
- Sexual Abuse: $1,000,000 required coverage.

Certificates of insurance, in a form satisfactory to the Chartering Authority, evidencing coverage shall be provided to the Chartering Authority prior to opening of 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.

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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 will 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 will 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.

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 Schools 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.

9. Finance

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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.

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 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.

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 124 regarding completion and submission of annual financial reports and audits to the Chartering Authority and the state.

9.5 **Financial Records.** All financial records of the Charter School pertaining to the management and operation of the Charter School are subject to inspection and

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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;
- 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 at all in the first year of operation, by more than ten (10) calendar days in subsequent years, in the absence of timely notification of parents, or below the requirement to provide at least the same equivalent time of instruction as required in regular public schools in T.C.A. § 49-13-105; and
- And any additional changes that may be added to the Rules of the State Board of Education (reference 0520-14-01-.06).

Educational program matters not specifically identified in this Agreement shall remain within the Charter School's authority and discretion.

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

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

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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 Agreement may be renewed without modification, except for the incorporation by attachment of the approved renewal application. The Parties may also amend the Agreement as part of the renewal process. Any proposed amendments to the Agreement that are rejected by one of the Parties shall constitute a denial of the renewal application, and the application may be appealed to the State Board of Education within ten (10) days of the decision to deny.

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

11.2 Revocation. During the term of this Agreement, the Chartering Authority may, but is not required to unless it determines that a public charter school meets the criteria for revocation under T.C.A. § 49-13-122(b):

(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.

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 will be responsible for addressing the following:

- Timely notification of parents and teachers of the closure decision;
- Securing student records and transporting them to the Chartering Authority;
- Assisting in placing students in appropriate schools;
- Managing all financial records consistent with the Chartering Authority's school closure requirements and policies;
- Disposal of school assets in accordance with the Act and this Agreement. "School Assets" shall be defined to include only those assets directly related to

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the operation of schools within the Chartering Authority and shall not include any other assets the Governing Body may hold in other regions;

- Reassignment of all acquired federally funded equipment; and
- Any additional processes identified in the current Authorization/Resource Handbook in the Chartering Authority's Office of Charter Schools.

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

12. Indemnification and Hold Harmless

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

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

- 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,
- 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.

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

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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 will survive the termination or expiration of this Agreement.

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

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

13.7 Notice. Any notice required or permitted under this 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:

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Charter School: KIPP Nashville College Prep
Attn: Randy Dowell
Addr: 3410 Knight Drive, Nashville, TN 37207
Phone: 615.715.9562
E-mail addr: rdowell@kippnashville.org

Copy:
Attn: Dena Donald
Addr: 3410 Knight Drive, Nashville, TN 37207
Phone: 615708-983-3271
E-mail addr: ddonald@kippnashville.org

13.8.3 Charter School designates the following as the agent for service of process and will waive any objection to service of process if process is served upon this agent:
Designated Agent: Randy Dowell
Att'n: Randy Dowell
Addr: 3410 Knight Drive, Nashville, TN 37207
Phone: 615.715.9562
E-mail addr: rdowell@kippnashville.org

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 37207
Phone: 615708-983-3271
E-mail addr: ddonald@kippnashville.org

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

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METRO NASHVILLE PUBLIC SCHOOLS

MNPS Contract: 7551094

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

Department Head

Executive Staff Member

APPROVED AS TO AVAILABILITY OF FUNDS:

Account #: _____

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 College Prep
Charter School Name

Randy Dowell
Signature

Randy Dowell
Name

Executive Director
Title

9/25/2023 | 7:52 AM PDT
Date

GOVERNING BODY OF CHARTER SCHOOL:

Signature

Name

Title

Date

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

Metropolitan Clerk

Date Filed

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KIPP Nashville
PUBLIC SCHOOLS

Renewal Application for

KIPP Nashville College Prep Middle School

April 1, 2022

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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TN Department of Education | Charter Schools

Tennessee Charter School Renewal Application

Applicant Information Cover Page

Charter School Name: KIPP Nashville College Prep

Charter School Address: 3410 Knight Drive, Nashville, TN 37207

Charter School Phone: (615) 226-4484

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: July 2012

First Year of Operation: July 2013

Date Charter Expires: July 1, 2023

Current Year Student Enrollment & Demographics			
Total Enrollment	% Economically Disadvantaged	% Students with Disabilities	% English Learners
337	72.11%	13.6%	12.7%

Proposed Grade Levels and Student Enrollment for Next 10-yr Term		
Year following renewal:	Grade Levels	Total Student Enrollment
Year 1	5th-8th	350
Year 2	5th-8th	350
Year 3	5th-8th	350
Year 4	5th-8th	350
Year 5	5th-8th	350
Year 6	5th-8th	350
Year 7	5th-8th	350
Year 8	5th-8th	350
Year 9	5th-8th	350
Year 10	5th-8th	350

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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[4];
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: 3/29/22

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

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Executive Summary

KIPP Nashville is the longest-tenured charter operator in Nashville with a focus on college preparation. 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.

KIPP Nashville College Prep (KNCP), is KIPP's second middle school in Northeast Nashville and educates students in grades five through eight. At KNCP, we believe that every child has the opportunity to be a leader. We promote a college-bound culture through intentional character building and strong academics.

KIPP Nashville's curriculum is a practice- and research-based program. Our middle school curricular materials are aligned to the Tennessee State Standards. Our literacy program includes theme-based modules that combine fiction and non-fiction texts and opportunities for students to engage in process-based writing on these topics. Our math program features standards-aligned core content blocks that also build problem-solving skills through a tasks and discourse model. KIPP Nashville uses a blended learning approach to create more individual teaching opportunities for students. Blended learning platforms supplement the core curricular materials and provide computer-adaptive, standards-aligned practice for each student in reading and math.

KIPP Nashville's mission is that together with families and communities, we create joyful, academically excellent schools that prepare students with the skills and confidence to pursue the paths they choose - college, career and beyond - 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, KNCP has empowered students to excel at the highest level. By providing an environment with core values: community centered, results driven, champion spirit and servant leadership. With these distinct principals instilled in each and every student, they are equipped to succeed in the path they choose.

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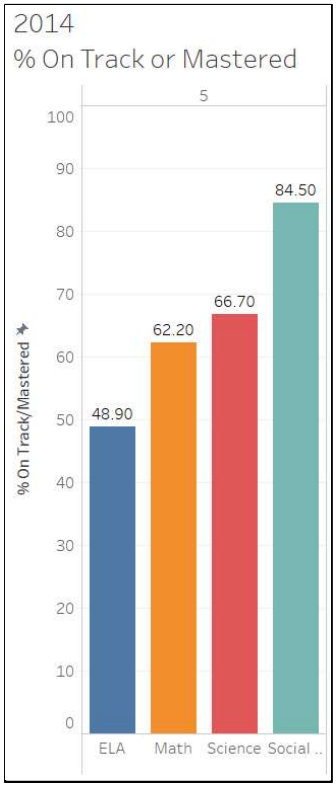
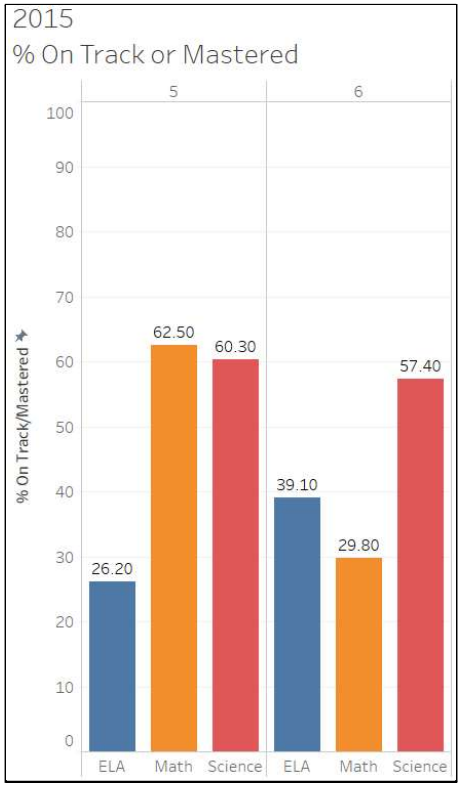
Section I - Academic Success

Note on Impact of COVID-19: During the 2019-20 school year, school closures caused by the COVID-19 public health emergency resulted in the suspension of statewide testing. As a result, charter schools may not have the necessary data to report on the most recent measures of academic performance or growth. A charter school should report academic achievement and growth results from prior school years during its charter agreement term. In addition, the department encourages charter schools to provide any available academic data, including internal school assessments, relating to the period during and after school closures in response to the below questions.

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.**

During the first two years of KIPP Nashville College Prep's current charter term, student achievement and growth was measured by the TCAP Achievement test. The percent of students who demonstrated proficiency on these assessments in each subject is displayed below:





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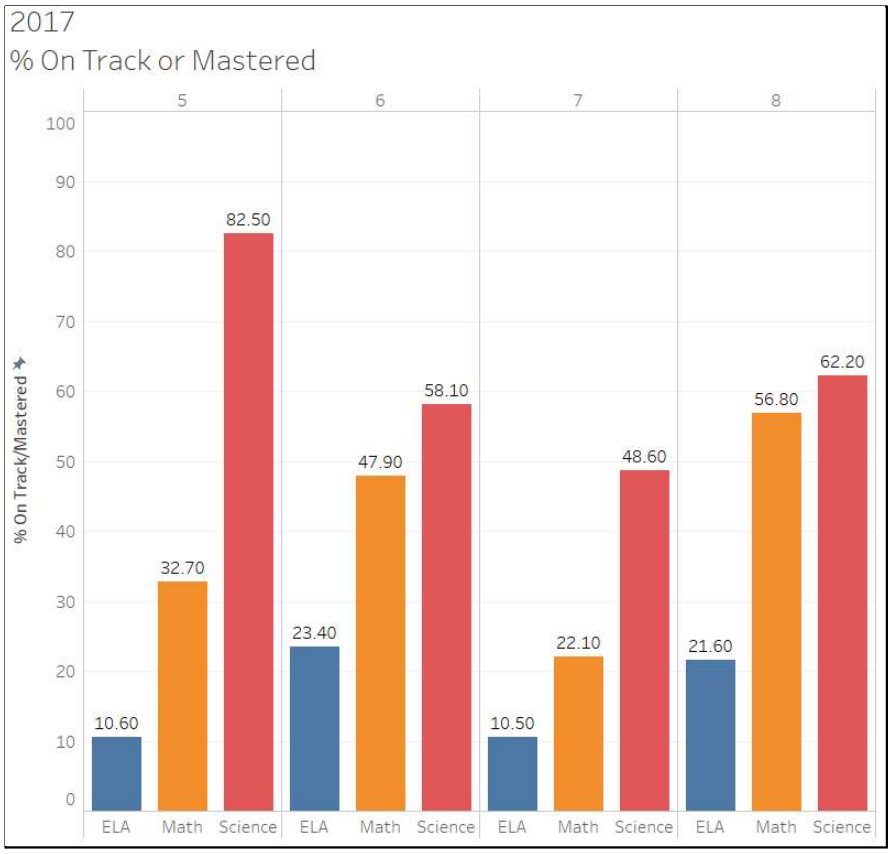
There was no state assessment in 2016 due to state testing platform issues. In 2017, state testing resumed with the new TCAP TNReady assessment. The test was administered without interruption in the Spring of 2017, 2018 and 2019. The percent of students who demonstrated proficiency on these assessments in each subject is displayed below:



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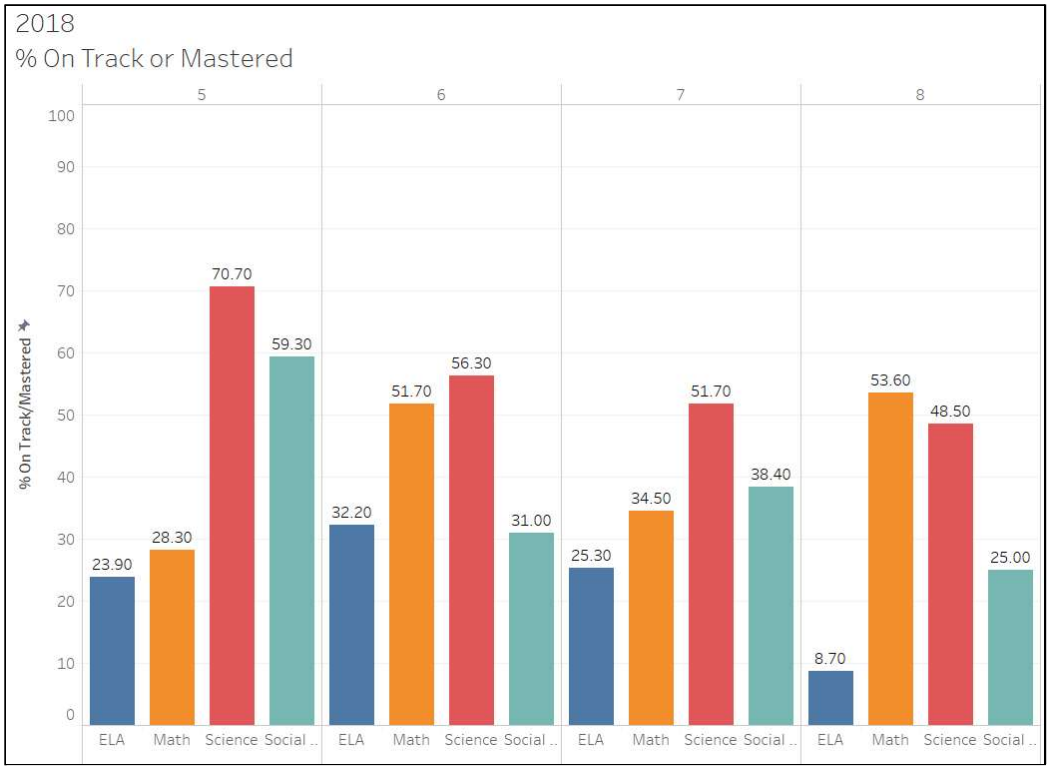
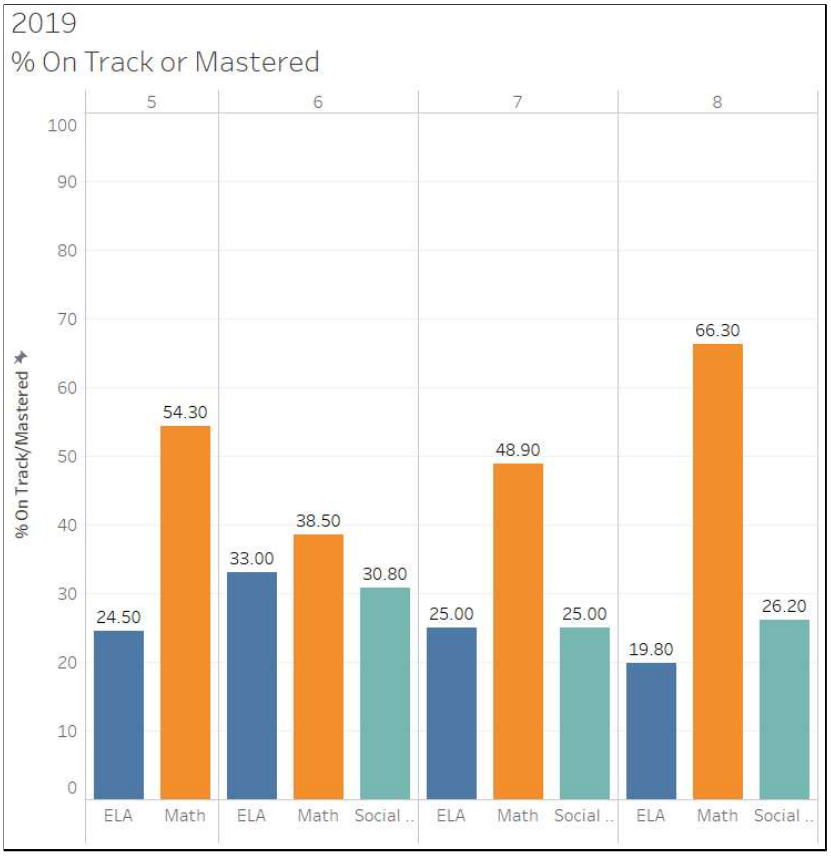
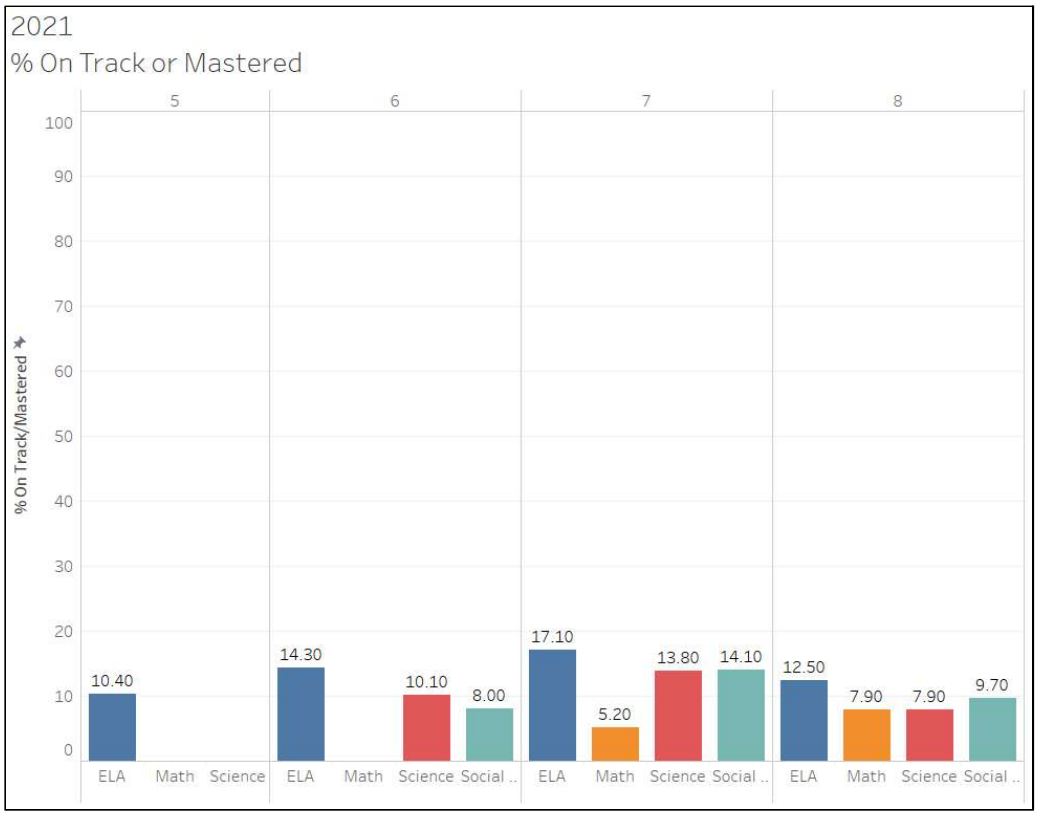


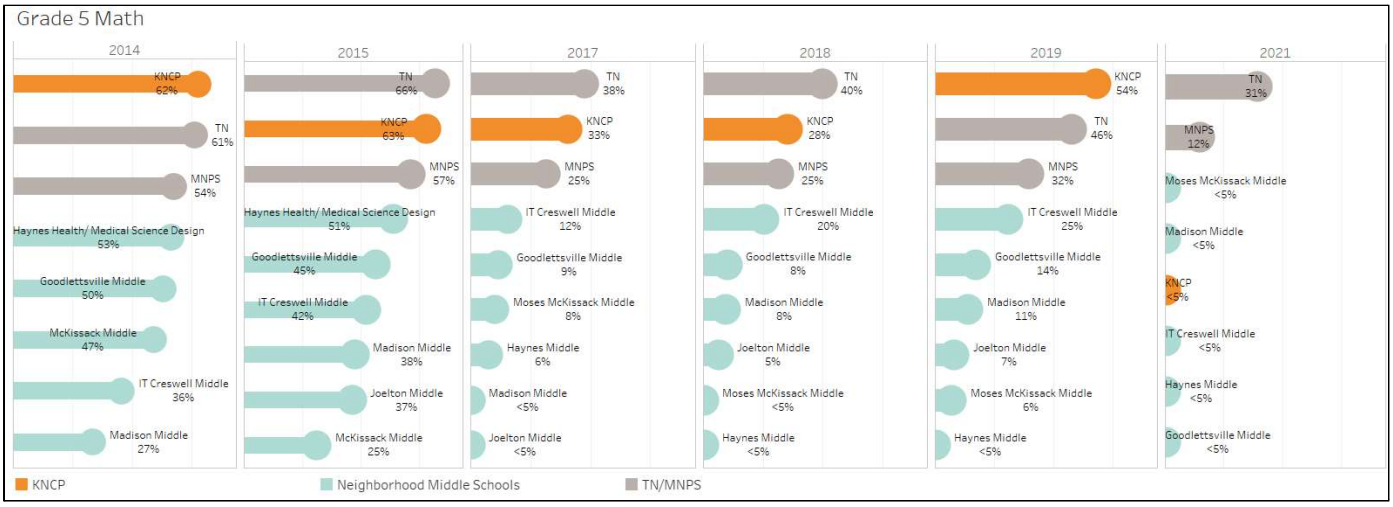


The state assessment was canceled in the Spring of 2020 due to the COVID-19 pandemic. The test resumed in the Spring of 2021. The percent of students who demonstrated proficiency on these assessments in each subject is displayed below:



The tables below show how student achievement results for each grade level in math and English Language Arts (ELA) have compared to the state of Tennessee, MNPS and neighborhood middle schools:

Grade 5 Math:



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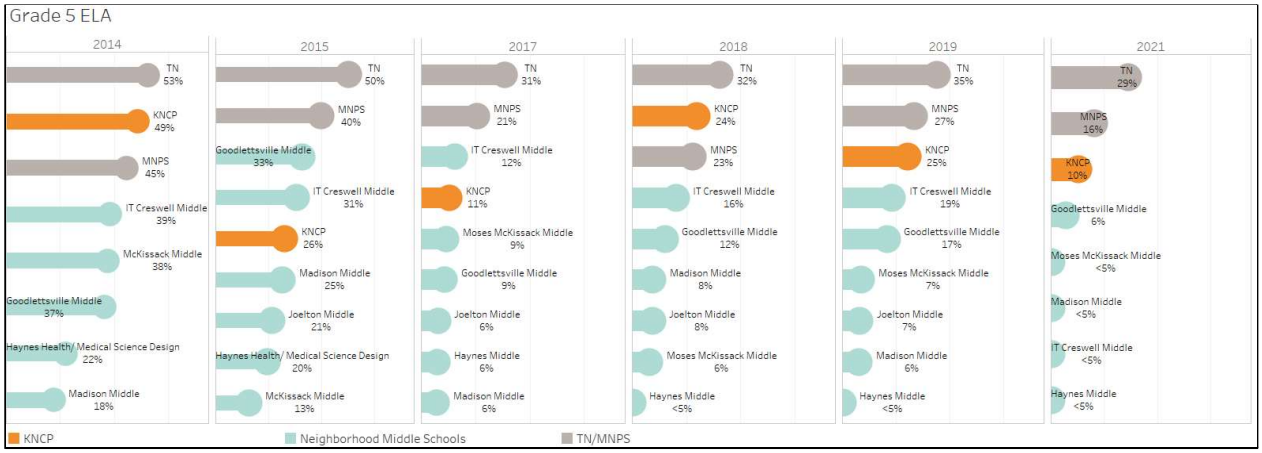
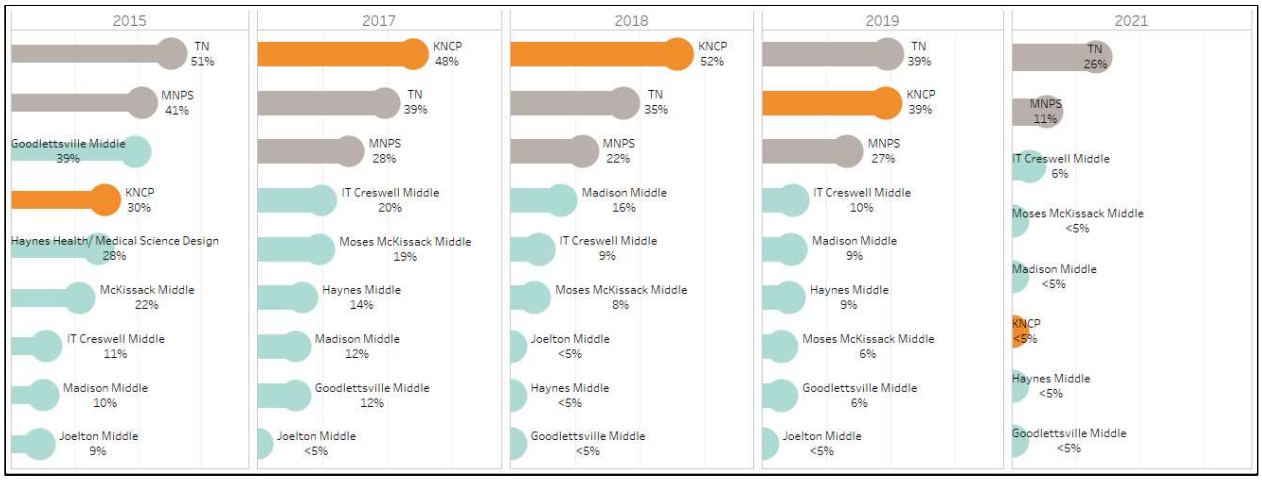
Outside of the 2020 - 2021 school year, KNCP has consistently outperformed MNPS and all neighborhood middle schools in Grade 5 Math. In both 2014 and 2019, KNCP also outperformed the state of Tennessee.

Grade 5 ELA:



In four of the six years where students at KNCP have taken state assessments in Grade 5 ELA, KNCP has outperformed all neighborhood middle schools. This includes the last three tested years. In two of the six years, KNCP also outperformed MNPS.

Grade 6 Math:



In three of the five years where students have taken state assessments in Grade 6 Math, KNCP has outperformed both MNPS and all neighborhood middle schools. In two of those years, KNCP also outperformed the state of Tennessee.

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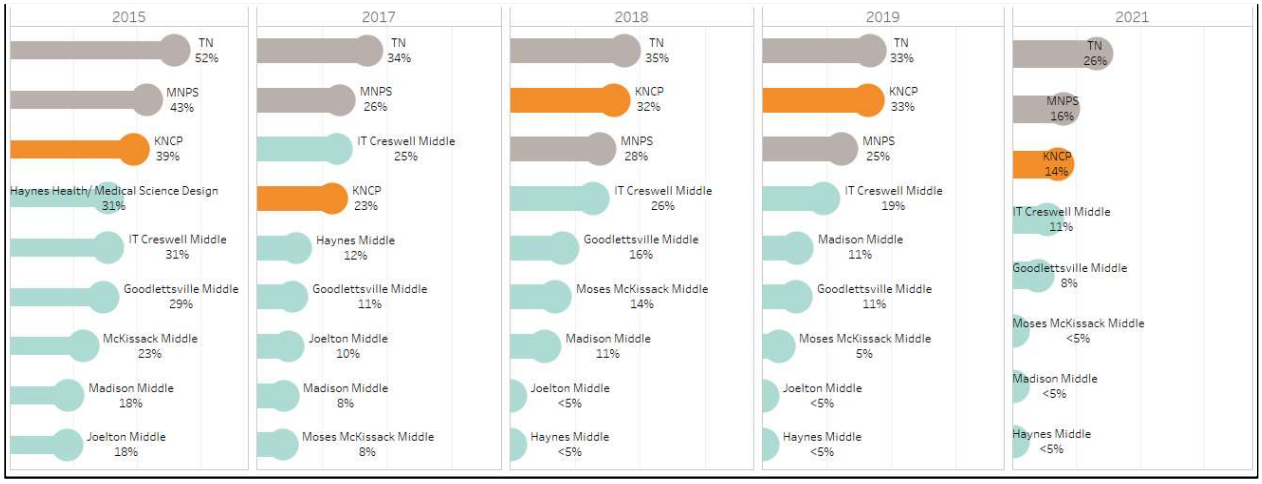
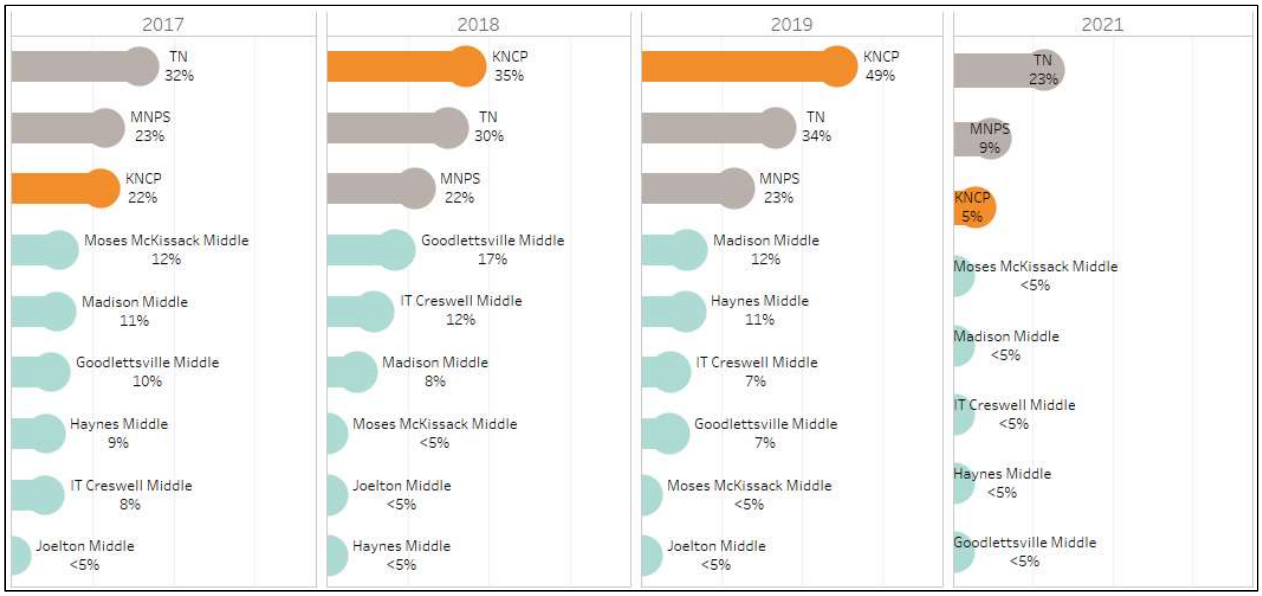
Grade 6 ELA:



In four of the five years that students at KNCP have taken the state assessment in Grade 6 ELA, KNCP has outperformed all neighborhood middle schools. In two of those years, KNCP has also outperformed MNPS.

Grade 7 Math:



In the four years that students at KNCP have taken the state assessment in Grade 7 Math, students at KNCP have outperformed all neighborhood middle schools. In two of those years, KNCP also outperformed both the state of Tennessee and MNPS.

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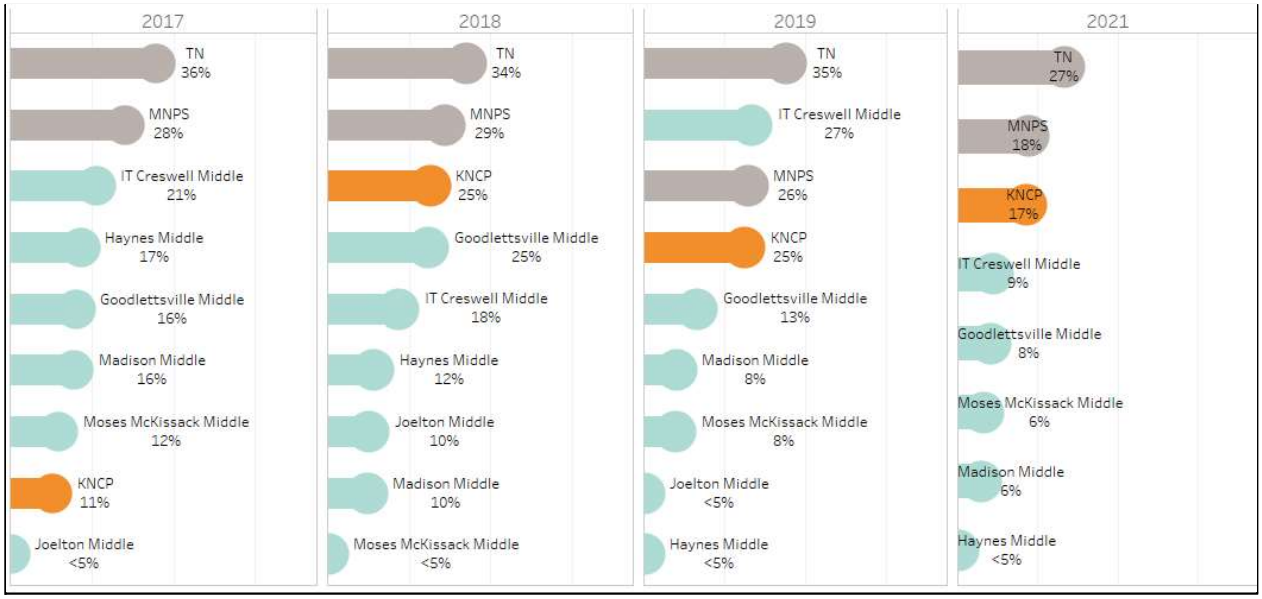
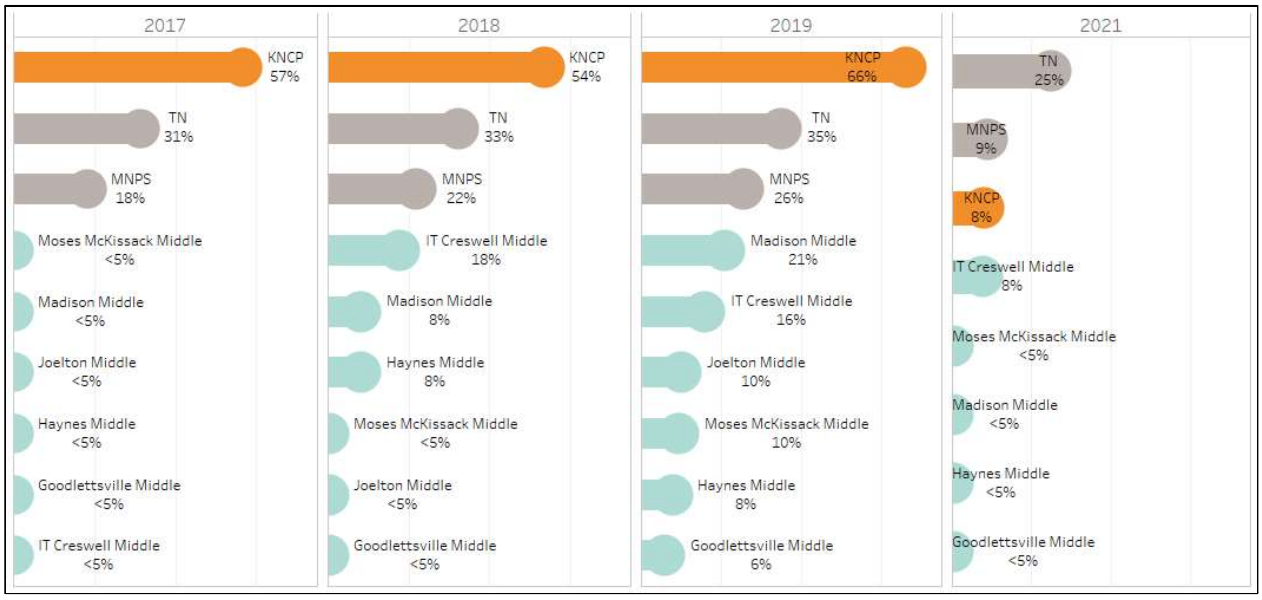
Grade 7 ELA:



In two of the four years that students at KNCP have taken the state assessment in Grade 7 ELA, students at KNCP have outperformed all neighborhood middle schools.

Grade 8 Math:



In all four years that students at KNCP have taken the state assessment in Grade 8 Math, students have outperformed all neighborhood middle schools. Prior to 2021 and the impact of school closure due to the COVID-19 pandemic, KNCP consistently significantly outperformed the state of TN and MNPS in Grade 8 Math.

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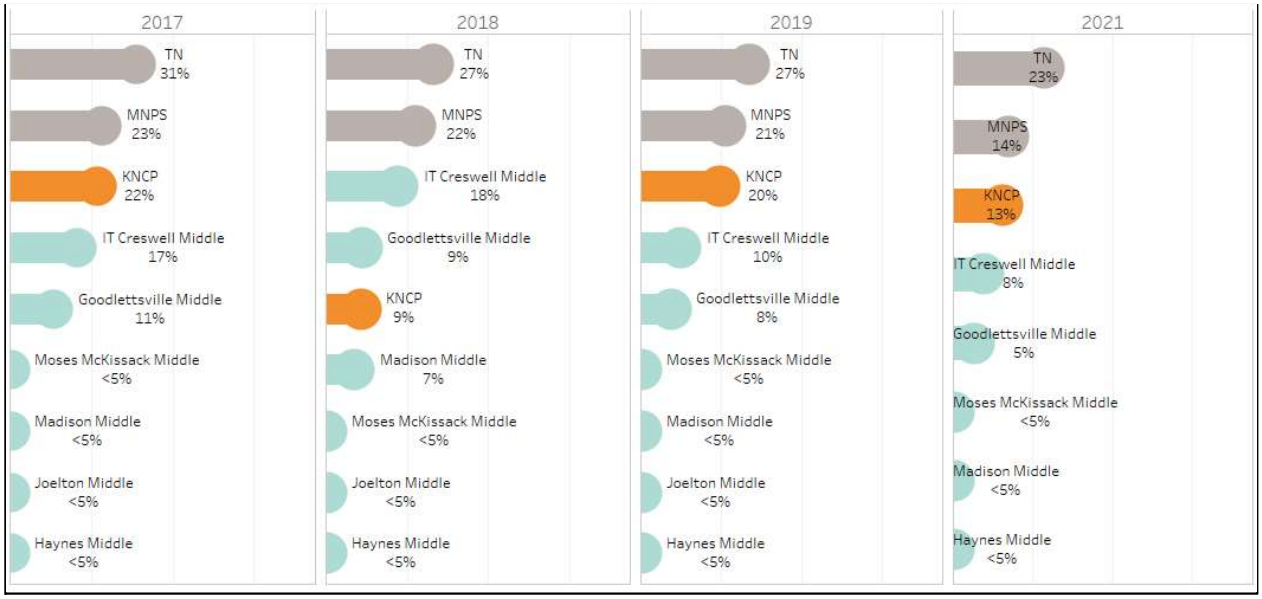
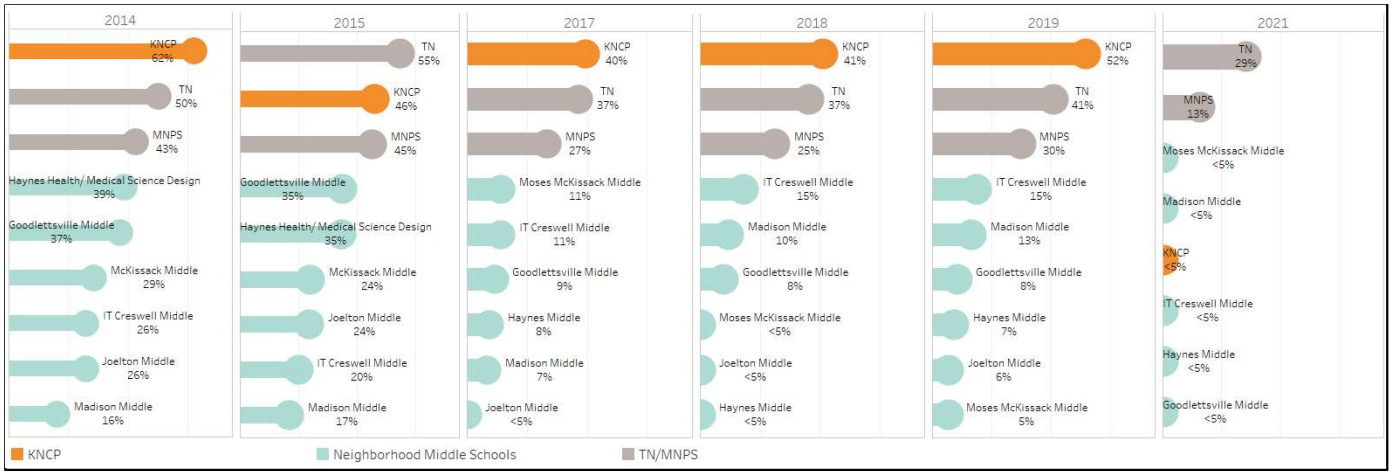
Grade 8 ELA:



In three of the four years that students at KNCP have taken the state assessment in Grade 8 ELA, students at KNCP have outperformed all neighborhood middle schools.

All Grades Math:



Since the beginning of the charter term, students at KNCP have outperformed the state of Tennessee, MNPS and all neighboring middle schools in math across all grades in four of six years. In 2015, KNCP did not outperform the state but did outperform both MNPS and all neighboring middle schools.

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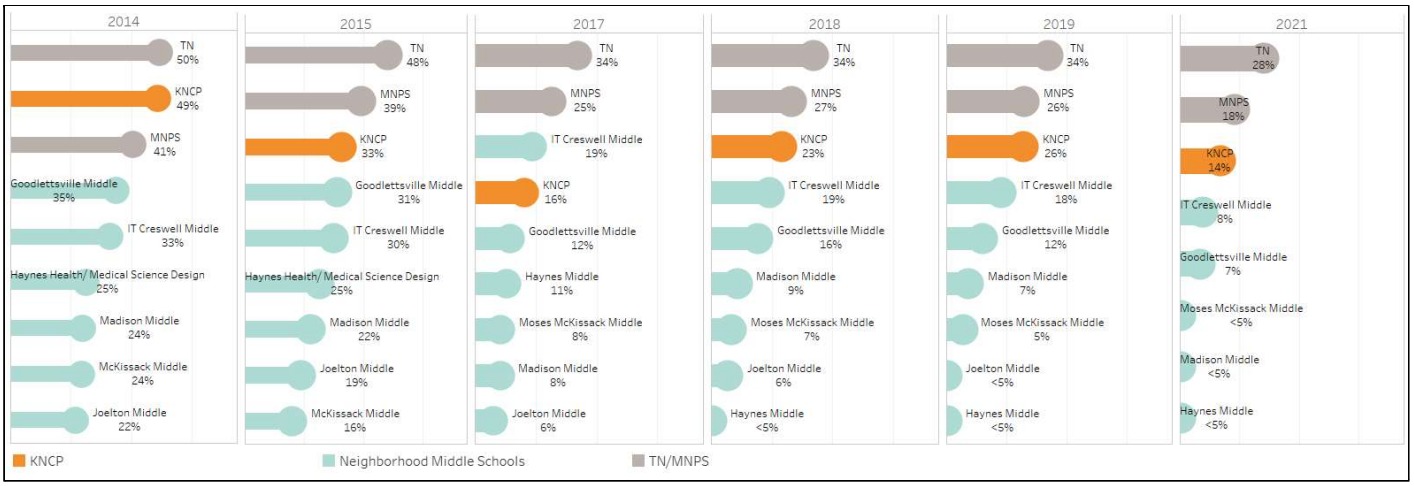
All Grades ELA:



Since the beginning of the charter term, students at KNCP have outperformed all neighboring middle schools in ELA across all grades in five of six years.

In addition to showing strong student achievement results, KNCP has also demonstrated strong academic growth as measured by TVAAS scores. The table below shows TVAAS scores for KNCP during the current charter term:

TVAAS Effectiveness Level	2014	2015	2017	2018	2019	2021
ELA Cumulative Grades	Data Not Available		Level 5	Level 5	Level 4	Level 1
Math Cumulative Grades			Level 5	Level 5	Level 5	Level 1
Science Cumulative Grades			Level 5	Level 5		Not Available
Social Studies Cumulative Grades			N/A	Not Available	Not Available	Not Available

In 2017 and 2019, KNCP was recognized as a Reward School by the State of Tennessee. In 2017, this was for progress. In 2019, this was for demonstrating both growth and achievement for all students and student groups.

While KNCP has demonstrated a strong record of student achievement and growth, it is worth noting the decline in student achievement scores in the 2020 - 2021 school year. Despite a robust virtual school day with full synchronous courses in each subject, our students struggled

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to access content virtually. While KNCP students continued to outperform all neighborhood middle schools in ELA in all grade levels and in Grade 7 and 8 Math, we saw a decrease in overall proficiency, especially in Math. This year, we have closely monitored student achievement results as we have recovered from the impacts of school closure due to the COVID - 19 pandemic. We have compared results on internal exams to pre-pandemic results in 2019 - 2020 as well as 2020 - 2021, and we are excited to see that students are on track to outperform 2021 results. We have measured ELA progress through internal Interim Assessments and Checkpoint Assessments, and Math, Science and Social Studies progress through rigorous Topic and End of Unit internal assessments. The tables below show the percent of students demonstrating proficiency each year. It is worth noting that the average number of students completing assessments in 2020-2021 ranged from 65-70%, whereas assessment completion in 2021 - 2022 is above 95%. The low percent tested in 2020 - 2021 skews the data slightly high.

ELA Progress:

Assessment	2019 - 2020 (Pre-Closure)	2020 - 2021 (during Closure)	2021 - 2022
Q2 Reading Interim Assessment - Grade 5	47%	Not Administered	30%
Q2 Reading Interim Assessment - Grade 6	64%	Not Administered	44%
Q2 ELA Reading Assessment - Grade 7	44%	Not Administered	37%
Q2 ELA Reading Assessment - Grade 8	72%	Not Administered	82%
Q3 Reading Checkpoint - Grade 5	60.6%	36.7%	64.1%
Q3 Reading Checkpoint - Grade 6	57.5%	41.0%	68.7%
Q3 Reading Checkpoint - Grade 7	52.6%	53.5%	70.3%
Q3 Reading Checkpoint - Grade 8	54.1%	56.3%	71.4%

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Math Progress:

Assessment	2019 - 2020 (Pre-Closure)	2020 - 2021 (during Closure)	2021 - 2022
Grade 5 Module 1 EOM	67.8%	12.9%	22.6%
Grade 5 Module 2 EOM	56.7%	16.4%	N/A
Grade 5 Module 3 EOM	47.6%	13.8%	8.3%
Grade 5 Module 4 EOM	59.3%	19.5%	16.9%
Grade 6 Module 1 EOM	66.2%	N/A	14.5%
Grade 6 Module 2 EOM	61.0%	27.6%	20.5%
Grade 6 Module 3 EOM	80.5%	20.3%	54.7%
Grade 6 Module 4 EOM	57.1%	20.3%	18.6%
Grade 7 Module 1 EOM	68.9%	20.0%	12.7%
Grade 7 Module 2 EOM	53.3%	20.6%	13.8%
Grade 7 Module 3 EOM	33.3%	23.4%	11.4%
Grade 8 Module 1 EOM	11.1%	28.2%	38.2%
Grade 8 Module 2 EOM	N/A	14.7%	33.8%
Grade 8 Module 3 EOM	26.5%	10.1%	43.5%
Grade 8 Module 4 EOM	30.8%	10.3%	44.1%
Grade 8 Module 5 EOM	36.1%	28.6%	37.1%
Grade 8 Module 6 EOM	20.3%	N/A	60.0%

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Science Progress:

Assessment	2019 - 2020 (Pre-Closure)	2020 - 2021 (during Closure)	2021 - 2022
Grade 5 Balancing Forces	84.2%	48.1%	71.3%
Grade 5 Inheritance & Traits	71.9%	58.0%	64.4%
Grade 5 Modeling Matter	60.6%	23.1%	62.5%
Grade 6 Ecosystem Restoration	N/A	31.0%	48.7%
Grade 6 Populations and Resources	N/A	N/A	77.9%
Grade 6 Thermal Energy	65.5%	N/A	17.8%
Grade 7 Chemical Reactions	83.3%	58%	53.3%
Grade 7 Metabolism	74.3%	N/A	67.1%
Grade 7 Traits & Reproduction	83.6%	67%	85.9%
Grade 8 Force and Motion	70.1%	53%	62.2%
Grade 8 Light Waves	84.4%	48%	82.7%
Grade 8 Magnetic Fields	78.6%	N/A	93.3%

Social Studies Progress:

Assessment	2019 - 2020 (Pre-Closure)	2020 - 2021 (during Closure)	2021 - 2022
5 SS Units 1 - 3 Test	58.7%	33.3%	59.1%
5 SS Units 4 & 5 Test	26.9%	6.7%	40.7%
6 SS Unit 1 Test	55.3%	39.5%	58.1%
6 SS Unit 2 Test	43.4%	23.8%	25.4%
7 SS Unit 1 & 2 Test	50.6%	54.0%	53.4%
7 SS Unit 3 & 4 Test	66.2%	N/A	60.0%
8 SS Unit 1 Test	30.1%	53.6%	61.8%
8 SS Unit 2 Test	64.6%	58.1%	74.0%

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We have also measured progress using the Northwest Evaluation Association (NWEA) Measures of Academic Progress (MAP) Assessment. We administered MAP to all students in both Math and Reading in the Fall of 2021, and readministered the assessments in January. The table below shows the percent of students who met their winter typical growth goal, as well as the overall magnitude of growth for each cohort in each subject from Fall 2021 to Winter 2022:

Grade Level	5	6	7	8
Reading - Percent Meeting Growth Goal	53%	68%	57%	70%
Reading - Avg. Magnitude of Growth*	0.73	1.45	0.78	2.39
Math - Percent Meeting Growth Goal	42%	69%	73%	71%
Math - Avg. Magnitude of Growth	0.87	1.38	1.46	2.02

* Magnitude of Growth refers to how much a student has grown and is measured by taking a student's score and dividing it by typical growth (the number of points a student would need to maintain the same percentile). If MOG = 1, students made typical growth. If MOG is > 1, students make more than typical growth. If MOG < 1, students make less than typical growth.

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 attendance areas that feed Maplewood, Stratford, White's Creek and Hunter's Lane high schools 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 middle schools and to provide a college-preparatory education focused on academic growth.

The figure below shows KNCP's performance in all grades of ELA since 2014 as compared to neighboring middle schools. In five of six years, KNCP has outperformed neighboring middle schools based on proficiency in English Language Arts on the state assessment.

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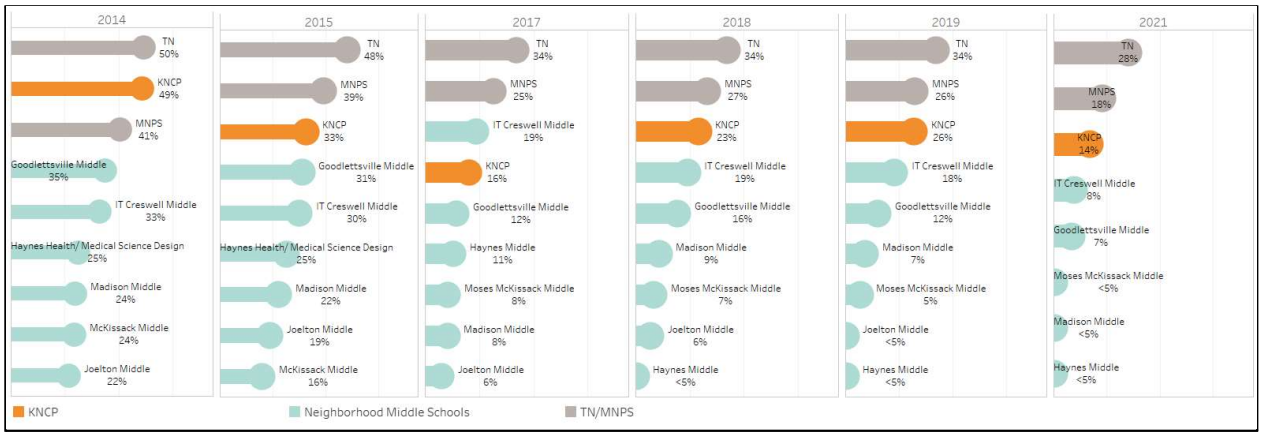
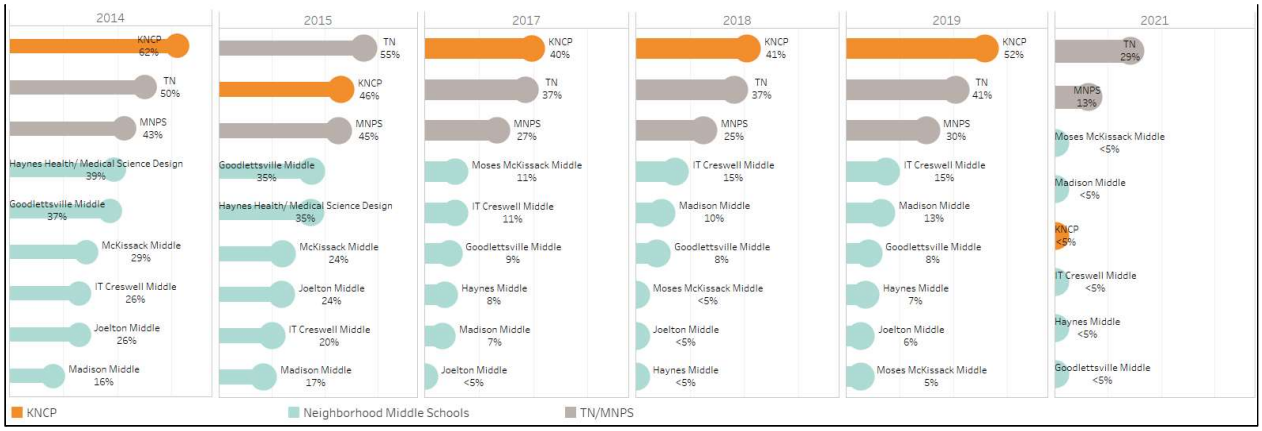


The figure below shows KNCP's performance in all grades of Math since 2014 as compared to neighboring middle schools. In five of six years, KNCP has outperformed neighboring middle schools based on proficiency in Math on the state assessment.



KNCP also has a track record of student growth, as demonstrated by the TVAAS data for the school during the current charter term:

TVAAS Effectiveness Level	2014	2015	2017	2018	2019	2021
ELA Cumulative Grades	Data Not Available		Level 5	Level 5	Level 4	Level 1
Math Cumulative Grades			Level 5	Level 5	Level 5	Level 1
Science Cumulative Grades			Level 5	Level 5		Not Available
Social Studies Cumulative Grades			N/A	Not Available	Not Available	Not Available

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

KNCP drives results by administering frequent assessments to measure progress toward goals. As outlined below, KNCP uses a variety of assessment measures to evaluate academic progress of students, both as individuals and in groups.

Each new student participates in baseline assessments, which both inform instruction and support for that student and provide a baseline from which progress is measured for sufficient growth. Baseline assessments may include: NWEA MAP (as a universal screener for reading and math) and AIMSweb Curriculum Based Measurements (as needed in ELA and math). Outside of baseline testing, MAP is administered two additional times (once in the winter, once in the spring) to measure annual growth and longitudinal growth over each student's tenure at the school, as well as to benchmark students' progress against college-ready targets. Grade teams analyze these data to place students into appropriate tiers for intervention. In addition, each teacher analyzes individual student data with the support of their coach to inform instruction for students. The leadership team analyzes all data, with as-needed support from the regional team, to determine school-wide needs.

The school gives standards-aligned interim assessments quarterly in ELA and topic and unit assessments in math. The regional Academic Team creates these assessments based on test items released by the state. Teachers and their coaches then use a quarterly data day to analyze student achievement by cohort, sub-groups, and by individual students to determine data-driven action plans that will inform instruction in the coming quarter.

In science, the school gives standards-aligned assessments at critical junctures of an Amplify science unit and then at the end of a unit. The critical juncture assessments provide data to teachers about how students are adding to their knowledge base throughout a unit. These are formative assessments and measure both growth and mastery. The unit assessments are summative assessments and assess student mastery of the unit's content. The KIPP Foundation, the national organization for KIPP, creates all of these assessments. The KIPP Nashville Academic Team reviews them to ensure alignment to TN standards. Teachers and coaches follow a similar data analysis process as ELA and math teachers.

In social studies, students take standards-aligned formative assessments through the course of a unit, followed by summative end of unit assessments. The KIPP Nashville Academic Team creates these assessments based on test items released by the state. Teachers and coaches follow a similar data analysis process as ELA and math teachers.

For all assessments, KIPP Nashville sets two targets: 60% of students should score a 60% or above on each assessment, and 90% should score a 40% or above on each assessment. The 60% benchmark correlates to an on-track performance on TNReady, and the 40% benchmark correlates to an approaching score. These correlations are reviewed yearly, and revisions to assessments made as needed. The current science and social studies assessments are not yet correlated to TNReady, given the changes in standards and the state assessment.

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Informal assessment data supplements the formal assessments administered throughout the year in each grade level to provide another means of measuring academic growth. Each instructional staff member is held accountable for administering informal formative assessments and using the data from those assessments to inform instruction. Teachers use daily exit tickets, technology-based assessment tools, and reliable checks for understanding into lesson planning and execution. Through lesson plan review, data analysis, and classroom observations, all instructional staff are supported in effectively using these informal assessment means to drive effective instruction and maintain a reliable understanding of academic progress and the support needed to meet and exceed student goals.

Data Analysis

Teachers participate in one-on-one meetings with the content Assistant Principal (AP) 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 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. 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 from MAP and TNReady. 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 KIPP Nashville Head of Schools, develop school-wide protocols and professional development to support goal attainment for all students.

Teacher Evaluations

KIPP Nashville schools follow the Tennessee Department of Education's guidelines for incorporating 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 scores as well as their growth achievement measures in TNCompass (percentages individualized based on a teacher's numbers of years teaching in Tennessee).

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

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

- **Teacher Observation Data**: KNCP maintains a teacher observation tracker that is used by the members of the school leadership team to track current professional development goals and weekly action steps for all KNCP teachers. This tracker is updated 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 our 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 KNCP is working on proficiency in 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. The principal observes coaching meetings and provides ongoing feedback and action steps to instructional leaders as they work toward proficiency in these coaching structures. As needed, the leadership team engages in professional development to improve in targeted areas identified by trends in this data.

- **Instructional Excellence Rubric (IER) Scores:** Twice a year, all teachers at KNCP 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 TN as part of each teachers' LOE measurement.

- **Culture Walk-through Data:** The KNCP leadership team conducts bi-weekly culture walk-throughs aimed at gathering data aligned to school-wide culture expectations in order to ensure a strong platform for learning across the school. As needed, we provide professional development to individual teachers who share common growth areas and/or grade level teams in the form of professional development.

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- **Student Paycheck System:** At KNCP, we implement a school-wide paycheck system as part of our Positive Behavior Interventions and Supports (PBIS). Students earn paycheck dollars for meeting daily habits like arriving on time, wearing their uniform, having necessary supplies, and completing homework. Students also earn participation dollars in each class. 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.

- **Quarterly Arc Focus Data:** Each academic quarter, we focus 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 2021 - 2022 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.

- **Independent Reading Data:** We use Accelerated Reader to track independent reading progress of students across the school. Students are rewarded for meeting monthly reading goals, and our AP of Humanities works with teachers to review and analyze the data and implement action plans to increase on-level reading in students' zones of proximal development to drive reading growth.

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

- **Stakeholder Survey Feedback:** At KNCP, we use regular surveys to gather feedback from students, parents and staff. Students receive periodic surveys throughout the year aimed at gathering data to support current quarterly focus goals (i.e. student-teacher relationships in Quarter 1) as well as culture initiatives. Parents receive weekly Possip surveys as well as an annual parent survey in December. 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.

e. Discuss progress made toward closing achievement gaps.

KNCP has consistently demonstrated a pattern of growth for all students, leading to the closure of achievement gaps for all students. This has been demonstrated by school TVAAS scores and by student growth as measured by the NWEA MAP Assessment.

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The table below shows TVAAS scores over the course of the current charter agreement:

TVAAS Effectiveness Level	2014	2015	2017	2018	2019	2021
ELA Cumulative Grades	Data Not Available		Level 5	Level 5	Level 4	Level 1
Math Cumulative Grades			Level 5	Level 5	Level 5	Level 1
Science Cumulative Grades			Level 5	Level 5		Not Available
Social Studies Cumulative Grades			N/A	Not Available	Not Available	Not Available

Additionally, the tables below show the percent of students making tiered growth each year as measured by the NWEA MAP Assessment. Students making typical growth make expected growth annually, whereas students making tiered growth make 1.5 - 2 times typical growth, closing gaps between themselves and grade level peers.

5th Grade Reading Results (Fall to Spring):

	Fall 2014 - Spring 2015	Fall 2015 - Spring 2016	Fall 2016 - Spring 2017	Fall 2017 - Spring 2018	Fall 2018 - Spring 2019	Fall 2019 - Spring 2020	Fall 2020 - Spring 2021
5th Grade Tiered Growth	23%	35%	48%	44%	49%	Not tested Spring 2020	17%

6th - 8th Grade Reading Results (Spring - Spring):

	Spring 2015 - 2016	Spring 2016 - 2017	Spring 2017 - 2018	Spring 2018 - 2019	Spring 2019 - 2020	Fall 2020 - Spring 2021
6th Grade Tiered Growth	45%	76%	39%	25%	Not tested Spring 2020	26%
7th Grade Tiered Growth		19%	15%	37%	Not tested Spring 2020	34%
8th Grade Tiered Growth			37%	58%	Not tested Spring 2020	31%

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5th Grade Math Results (Fall to Spring):

	Fall 2014 - Spring 2015	Fall 2015 - Spring 2016	Fall 2016 - Spring 2017	Fall 2017 - Spring 2018	Fall 2018 - Spring 2019	Fall 2019 - Spring 2020	Fall 2020 - Spring 2021
5th Grade Tiered Growth	1%	15%	44%	24%	51%	Not tested Spring 2020 - Covid	8%

6th - 8th Grade Math Results (Spring - Spring):

	Spring 2015 - 2016	Spring 2016 - 2017	Spring 2017 - 2018	Spring 2018 - 2019	Spring 2019 - 2020	Spring 2020 - 2021
6th Grade Tiered Growth	56%	53%	51%	24%	Not tested Spring 2020	13%
7th Grade Tiered Growth		26%	41%	47%	Not tested Spring 2020	26%
8th Grade Tiered Growth			50%	52%	Not tested Spring 2020	17%

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

KIPP Nashville College Prep has a robust leader and teacher development model in service of student achievement.

At KNCP, we believe that continuous development of our leaders results in better development and growth of our teachers, leading to stronger academic outcomes for our students. Our leaders participate in the following professional development activities:

- **Weekly Coaching Meetings:** Each leader at KIPP Nashville 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. This coaching meeting is often focused on a targeted area of development for the 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.

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- **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 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 the Innovative Schools Summit.

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

- **Individual Development Plans:** Each teacher has an individual development goal focused on a targeted area of growth to impact student achievement. This is set each quarter and weekly action steps are aligned to the overall goal that, when met, would positively impact student achievement.
- **Weekly Coaching Meetings:** Each teacher meets with his/her manager weekly for an O3. These meetings include observation-feedback debriefs and weekly data meetings. Each meeting ends in a concrete next step focused on driving student achievement in the coming week.

- **Real-Time Coaching:** As needed, teachers receive real time coaching to improve their practice.
- **Summer Professional Development:** KNCP provides annual professional development for all teachers focused on classroom culture and execution, school systems and operations, as well as content.
- **Content Development:** Teachers are provided with ongoing content development sessions throughout the year, focused on planning and internalization, standards/content mastery, and student data.
- **Content Internalization Meetings:** All KIPP teachers meet with the regional content lead for their subject at the beginning of each new unit of study. As a team, they unpack the standards, examine the scope and sequence, and identify key learning for that unit.

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g. Explain how the school supports diverse learners.

Supporting Diverse Learners

KNCP employs 5 highly qualified and certified special education teachers, commensurate with the size and needs of the special education population. 4 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. 1 of the special education teachers specializes in the area of low incidence disabilities and is the lead teacher for functional core curriculum.

The special education teachers specializing in inclusion and intervention provide not only special education services (e.g., remedial mathematics/reading services), but also are qualified to teach gifted students as needed. The grade-level special education teacher works with the regular education teacher 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 teacher also works collaboratively with the general education teacher 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 teacher 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 teacher plans and executes 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 low incidence classroom teacher is the lead teacher for functional core academics and modified standards aligned instruction. This special education teacher collaborates with general education teachers in the areas of composition, social studies, and science to modify the curriculums as students receive instruction in the general education classroom or receive the grade level/standards aligned content in the low incidence classroom. This teacher is responsible for the case management of students on the alternate assessment. The teacher works and collaborates with 4 paraprofessionals who support both in the low incidence classroom and in the general education setting. There are 2 additional paraprofessionals who support students in the general education setting; paraprofessionals are hired as needed to provide appropriate service minutes and supports to students aligned to their present levels of performance.

In the low incidence classroom several standards aligned curriculums are used including Attainment Curriculum for Reading, Math, and Science.

- For reading, KNCP uses Teaching to the Standards: English Language Arts. This curriculum is a "research and standards-based curriculum for secondary students with age-appropriate novels like Holes and Number the Stars." This curriculum offers 15

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pieces of popular literature that have been modified with simplified story lines, repeated text, and symbol support. The curriculum offers three literacy levels for least intrusive prompting and highlights persuasive writing, grammar, vocabulary, literacy comprehension and listening skills, and research.

- Teaching to the Standards: Math is a “research-based and standards-based curriculum for secondary students to learn geometry, algebra, data analysis, and measurement concepts.” The curriculum is designed to systematically fade prompting and offers varied levels of teacher support. The math curriculum is aligned to common core, state standards, and National Council of Teachers of Mathematics standards.
- Teaching to the Standards Science is a research-and-standards based curriculum for an inquiry based approach to science for secondary students. The curriculum is aligned to Next Generation Science Standards and the National Science Education Standards and has high effectiveness of teaching students with intellectual disabilities and autism. The core concepts covered are earth, biology, waters, and chemistry.
- Social Studies and Writing curricula are teacher and AP of Student Support Services-created and are aligned to the state standards and modified on varying levels to support students’ appropriate developmental levels.

All special education teachers and paraprofessionals at KNCP 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. EL interventionists implement instruction through a variety of service models, including 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 ILP’s to make sure they include all components and are meaningful to the student.

Intervention Supports

KNCP 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.

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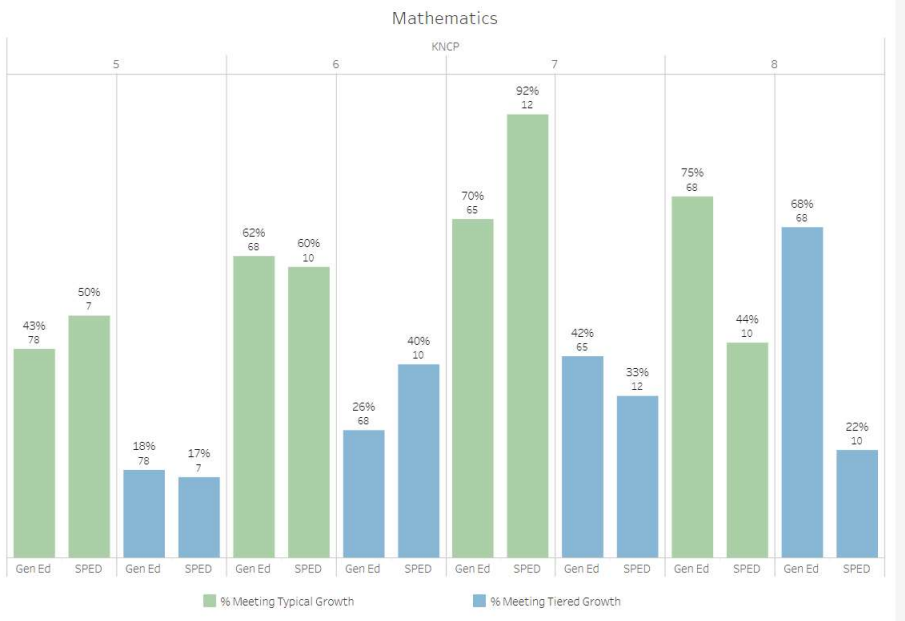
The RTI process begins with a universal screener. KIPP Nashville uses the NWEA MAP assessment. KIPP Nashville prioritizes intervention for the bottom quartile of students. For this bottom quartile, the team administers AIMSweb probes. These assessments include the Oral Reading Fluency Assessment and MAZE for reading comprehension. In math, KIPP Nashville uses the number probes from AIMSweb. This additional information 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 progress monitoring probes every two weeks and comprehensive benchmarks are conducted every 8-12 weeks. The RTI-A team meets every 4.5 weeks to review progress. If a student is in Tier 3 interventions and is not making progress or making limited progress, he/she will be referred for evaluation in consultation with the RTI coordinator and school psychologist.

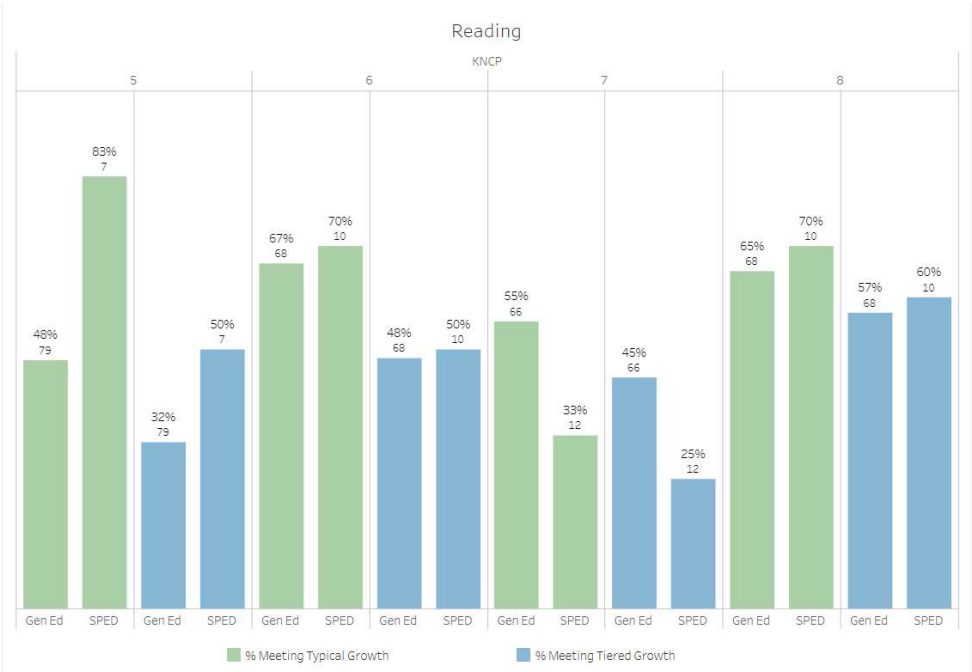
The team will use the data from ongoing screenings, such as the MAP assessment and interim assessments to place each student in appropriate interventions that will meet their learning needs, as well as, measure the intervention's impact on student outcomes.

Diverse Learner Results

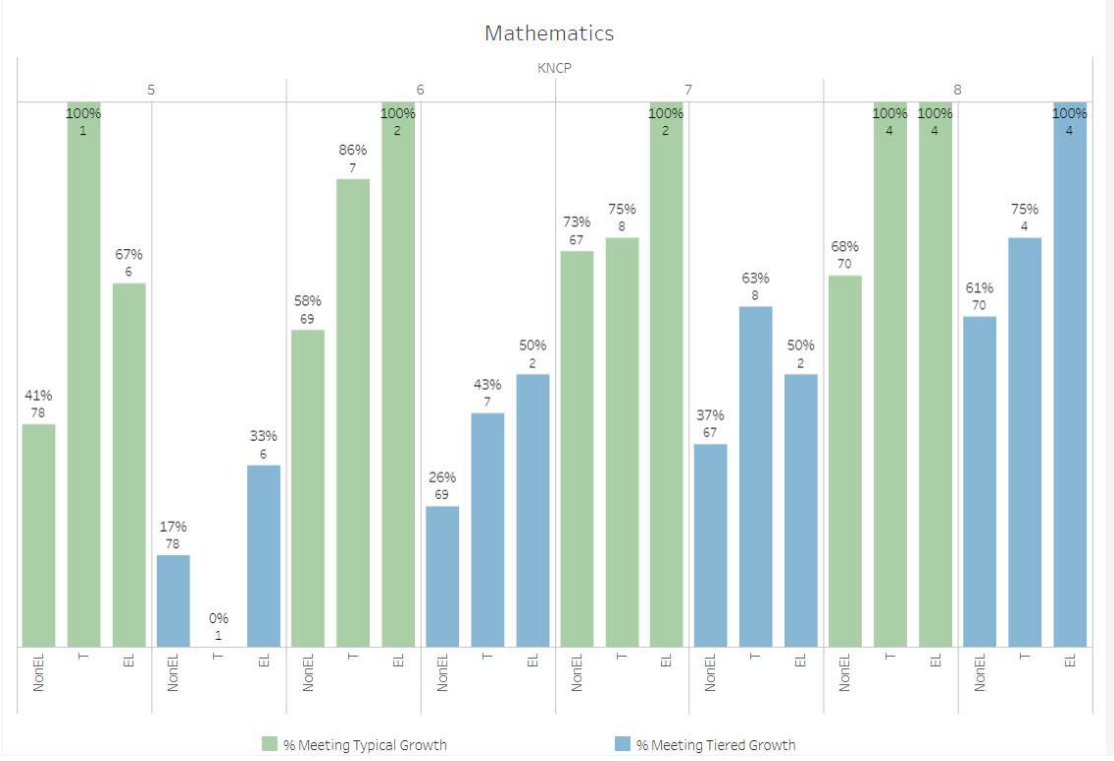
Throughout KNCP's history, we've worked to ensure all students grow by providing the supports detailed above. Our Winter MAP 2022 data highlights that our students with Individualized Education Plans (IEP) and English learners have made growth consistent with (within 5%) or exceeding that of their gen ed peers in 81% of cohorts (13/16).



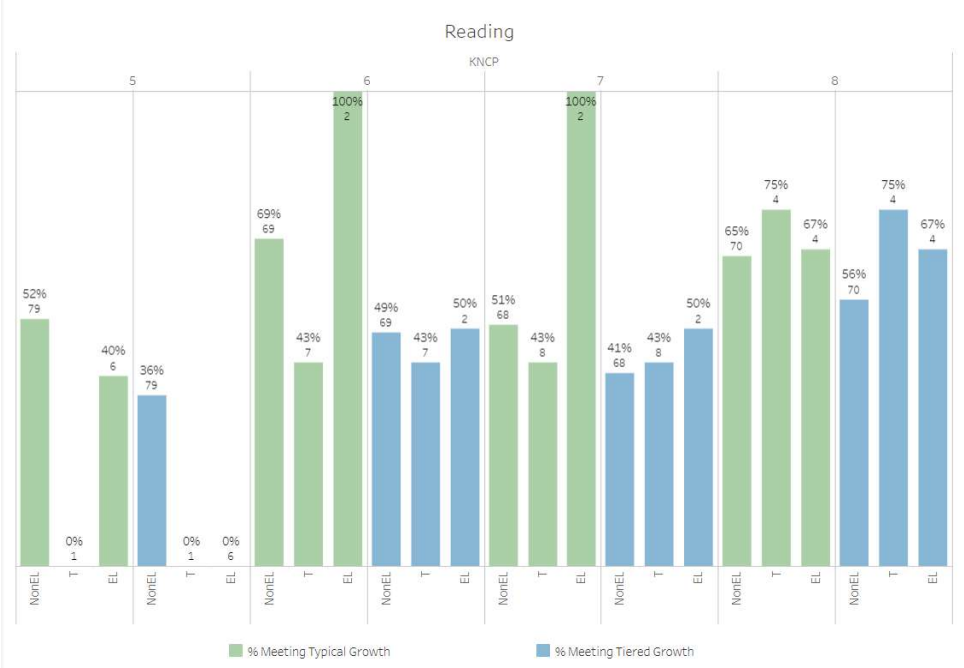
3 of 4 grade levels had students with IEPs make growth consistent with (within 5%) or exceeding that of their gen ed peers in math.



3 of 4 grade levels had students with IEPs make growth exceeding that of their gen ed peers in reading.



4 of 4 English learner cohorts made growth that exceeded that of their gen ed peers in math.



3 of 4 English learner cohorts made growth that exceeded that of their gen ed peers in reading.

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

After a mostly virtual 21-22 school year, we noticed large drops in proficiency in math scores - on both state tests as well as MAP assessment scores. This was especially true as compared to the same types of assessments in ELA. 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 5-8, 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 6th and 7th grades. As these grades represent the beginning of student work with rational numbers and ratios, they are pivotal to create a platform for student success in high school and beyond. Each fellow pulls a small group of 4-7 students per homeroom and provides direct instruction and practice aligned to remedial skills.
- Finally, we reset the vision for math intervention time in all grades. Each quarter, we set a goal and progress-monitored toward its’ completion:
    - Q1: “Strong start”: every intervention block begins with a fluency activity, contains targeted teach/reteach of skills required for success in Tier I math block, and ends with practice and a summary of how students will use what they practiced.
    - Q2: Use of virtual learning tools with automatic feedback: teachers were given access to and trained on several programs that automatically gave feedback to

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students, so they could focus on intervening when students were most in need of assistance.
    - Q3-4: Data-driven instruction: teachers are now working to progress-monitor on the level of both the class and individual students, collecting data as they circulate to identify trends and further adjust instruction.

Due to these interventions, we have seen tremendous growth just since the beginning of the year: about 70% of students in the bottom three MAP quintiles met Fall to Winter growth goals, exceeding KIPP averages from previous years.

As demonstrated in Section A, science and social studies results also dropped. We dedicated our 21-22 interventions to reclaiming our previous math performance trajectories, and, in the 2022-2023 school year, we are moving to a full-year science and social studies model to support our students' growth and achievement in these subjects.

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

KNCP has achieved academically and is a staple in the Nashville community as it has served students over the past years. Looking forward to the future, KNCP will continue to push its students forward to make an even greater mark in all academic areas. KNCP will strive to provide students with a skillset that will carry them through high school and beyond.

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Section II - Operational Stability

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

In our 10 years of operations, KIPP Nashville College Prep 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.

We have worked to ensure that we are fully enrolled. In the last 5 years, we have served roughly 350 students per year on average. In addition, we have been able to significantly increase our 5th grade applications over time and are excited about the increased interest in the school. 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 8% YOY. To reduce student attrition, we regularly conduct information 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 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, attendance reached a high of 95% and chronic absenteeism was 11%. The impact of the pandemic since then has decreased our daily attendance and increased our chronic absenteeism averages. 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?

With the exception of dealing with enrollment throughout the pandemic, KNCP has regularly met and operated at maximum capacity. KNCP meets the following budgeted enrollment targets for the 2021-2022 school year: Total-368 students, 5th-99 students; 6th-99 students; 7th-90 students; 8th-80 students. There is one student on the waitlist.

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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:

In Year Attrition (10 Day Count to Last Day)		October to October Attrition	
2015 - 2016	13%	Oct. 2015 - Oct. 2016	26%
2016 - 2017	12%	Oct. 2016 - Oct. 2017	25%
2017 - 2018	11%	Oct. 2017 - Oct. 2018	20%
2018 - 2019	9%	Oct. 2018 - Oct. 2019	24%
2019 - 2020	9%	Oct. 2019 - Oct. 2020	15%
2020 - 2021	8%	Oct. 2020 - Oct. 2021	18%
2021 - 2022 (to date)	8%		

Over the past two years, we have gathered specific data using exit codes to determine the primary causes of student attrition. That data is as follows:

Reason	October 2019 - October 2020	October 2020 - October 2021
Dropped Out of School	0%	2.3%
Family relocated home out of charter boundary or reasonable proximity to KIPP school (within the United States)	37.0%	40.9%
Transportation or Logistical Issues	13.0%	13.6%
School expelled student	1.9%	0.0%
Social - emotional - behavioral reasons	33.3%	0.0%
Due to academic rigor of school	5.6%	8.0%
Family withdrew student to avoid grade retention	0.0%	1.1%
Due to special education needs	1.9%	0.0%
Other	3.7%	10.2%*
Do Not Know	0.0%	2.3%

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Transferred to another KIPP School	3.7%	21.6%

*The large group of “other” are students who elected to enroll in virtual school for the 2021 - 2022 school year due to the COVID-19 pandemic.

We have traditionally seen three 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. Third, we see a number of students who transfer to another KIPP School. This includes students who were commuting to KNCP from Antioch but then enroll at KIPP Antioch, as well as students whose siblings begin to attend KIPP Nashville Collegiate High School who transfer to KIPP Academy Nashville because they share a campus.

While it has been difficult to address the primary reason for student attrition, which is families moving, we have worked hard to target those students whose attrition is more within our control. Below is a summary of actions we have taken:

- Introduced a weekly Possip survey allowing parents to provide feedback weekly. Each Tuesday, 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.
- 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. In the past several years, we have made sure to 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.

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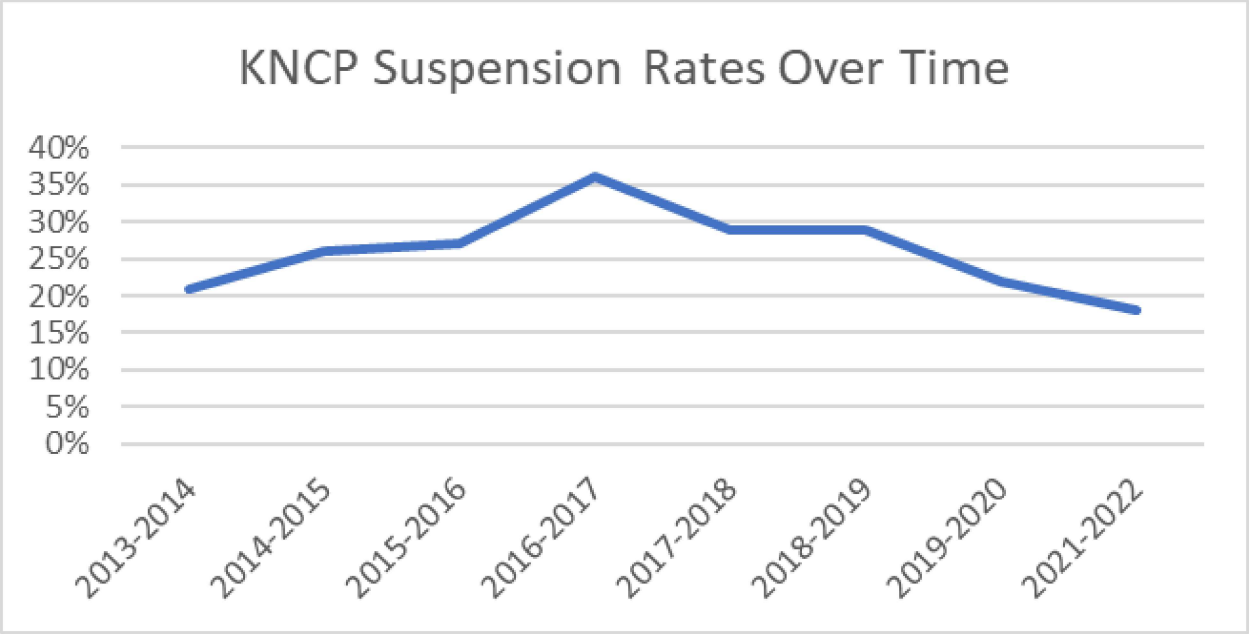
Over the charter term, KNCP has and will continue to offer social and emotional services to its students. These services include support from behavior interventionists and a counselor which provides an outlet to develop skills that will positively influence the student experience. KNCP established a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

e. Describe the trend in students' discipline data and any changes made to address areas that have increased over time.

KNCP approaches discipline through our PBIS (Positive Behavior Interventions and Supports) framework. The foundation of our Tier 1 system is our paycheck system, in which students earn KIPP dollars throughout each week for exhibiting academic habits and school values. These positive points are tied to behaviors like homework completion, arriving at school on time, correctly wearing the school uniform, exhibiting community-centered behavior in class, and returning parent communications. Negative points are tied to actions that negatively impact the school community, such as disrupting class or disrespecting a peer. We also implement a robust RTI-b framework in order to identify students in need of Tier 2 and Tier 3 interventions.

The graph below shows our suspension rates over time:



As the school grew, our suspension rates slightly increased, hitting an all time high in the fourth year of the school and the first year of 5 - 8. Since then, our suspension rates

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have gradually decreased. 2020 - 2021 is excluded as an outlier as we had only one suspension during a mainly virtual school year.

The reduction in suspension rate has been driven by changes to our PBIS. The following are ways we have targeted trends in data (subgroups, grade level, etc.) as well as improved our overall Tier 1 system:

- We have added more robust positive opportunities as a part of our Tier 1 system, including Tiger Wars (a weekly competition between homerooms), KIPP Bucks (extra point opportunities in class tied to target academic behaviors), auctions for KIPP Bucks, and more frequent recognition systems.
- We have focused on increasing the ratio between positive and negative behaviors. At the time of submission, our positive:negative behavior ratio for 2021-2022 is 40:1.
- We have increased the size of our RTI-b team, adding liaisons to each grade level to ensure effective implementation of plans.
- We have increased our training and the use of peer mediation opportunities to resolve conflicts between students.
- We have added monthly social-emotional lessons across the school to target trends we are seeing.

We are confident that we will continue to drive suspension rates down and our positive: negative ratio up in alignment with the trend over the past 5 school years.

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

Each year, the KNCP 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 KNCP employs to build and maintain relationships with families:

- **Weekly DeansList Report:** Each Friday, parents receive a weekly report that details student behavior, attendance and grades over the course of the week. Parents sign and return this report.
- **Caregiver Communication Survey:** At the beginning of the year, we send parents a survey to ask about the best method/time of day to contact them so that we are able to stay in touch in a way that matches their communication preferences.
- **New Family Orientation:** All new families at KNCP receive a live orientation where they learn about school policies and systems and begin to build relationships with the KNCP team.

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- **Weekly Family Newsletter:** Each Monday, we send a digital newsletter with important family updates, including a specific link to updates for each grade level (including homework and assessment dates for the week).
- **Parent Involvement Committee (PIC):** We have a Parent Involvement Committee aimed at integrating parents into planning and decision-making at the school.
- **KNCP 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:** Four 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, and two music concerts.
- **Grade Level Family Events:** Each grade level hosts a family event once per semester, such as a family game night or family math night.
- **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. In the Spring, we target students whose promotion is in danger.
- **Ongoing Caregiver Communication:**
    - **Attendance Calls:** We call families any day that a leader misses school.
    - **Academic Calls:** Three 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 earning detention or 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 24 business hours.
- **Ongoing Feedback Opportunities:**
    - **Weekly Possip Survey:** All caregivers receive a link each Friday to take a Possip survey, allowing them to express their overall satisfaction with KNCP and share specific feedback.
    - **Mid-Year Parent Survey:** All caregivers receive a mid-year parent survey to provide feedback to the school.

Our Weekly Possip survey asks parents if they are satisfied with KIPP Nashville College Prep each week. During the 2021 - 2022 school year (September 12 - March 6), the average response was “yes” 77.13% of the time, “mostly” 15.25% of the time, and “no” 6.56% of the time. This gives KNCP a scale score of 2.71 of 3.00 from Possip, indicating a high level of family satisfaction.

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Below is the data from our 2021 - 2022 mid-year parent survey:

Question	Percent Agree/ Strongly Agree
The teachers and staff at KNCP follow through on commitments.	84%
I know how to contact my leader's teachers.	87%
When I contact the teachers and staff at KNCP, I receive a response within 24 business hours.	72%
The teachers and staff at KNCP communicate with me in an open and respectful manner.	91%
I feel welcome and encouraged to be actively involved at KNCP.	85%
I am well-informed about important events at the school.	87%
I have access to the academic information I need to help support my leader (such as assessment dates and homework assignments).	78%
I know how my child is doing academically.	91%
I know how to access my leader's current grades.	87%
I know how my child is doing behaviorally.	93%
I regularly review and sign my leader's Friday paycheck.	91%
I understand how to read the paycheck.	91%
I receive and review the parent newsletter each Monday.	90%

Additionally, KNCP has partnerships with Communities in Schools of Tennessee, the Boys & Girls Club, and the WWCW program.

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

KNCP 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 6 leaders that drives staff development and a well-rounded student support team that meets the varied needs of KNCP’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, a Dean of

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Students, 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 KNCP 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 twice annual performance reviews—teachers are evaluated using our state approved Instructional Excellence Rubric—in addition to approximately weekly observation and coaching meetings with their manager in support of our commitment to talent development. While KNCP 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 KNCP or across KIPP Nashville.

See chart below for a snapshot of KNCP's teacher retention efforts over the last five years.

Retention from start of school year into the following school year*	**% of teachers (including lead teachers, electives, special education, interventionists)**
2016/17	87%
2017/18	74%
2018/19	61%
2019/20	58%
2020/21	76%

**This data reflects teachers who may have transferred to another KIPP Nashville team (i.e. moved into a central/regional office role) as part of the attrition.*

h. Explain the governing board's oversight and how are they involved in making decisions for the school and how they provide oversight?

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 KNCP. 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.

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

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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.

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

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.

During the current charter term, KNCP 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.

Additionally, KNCP has set up specific strategies to drive leader development skills during this term. Several members of the leadership team attend formal programming through the Relay Instructional Leadership Program—an intensive year long program on effective leadership and coaching practices. And KNCP hosted one of our first Principal in Residence teammates. 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.

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j. 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. Throughout the charter term, KNCP has prioritized maintaining a safe and well-functioning facility for its students, staff, and visitors. KNCP is located in the former Ewing Park Middle School facility, which was constructed in 1967. The first notable changes to the Ewing Park facility during KNCP's occupancy coincided with KIPP Nashville's purchase of the facility from MNPS in 2017. To make the facility function better for both KNCP and its co-occupant KIPP Nashville College Prep Elementary, KIPP Nashville oversaw major facilities improvement projects, including:

- Addition of a second cafeteria, which created separate dining spaces for KNCP and KiPP Nashville College Prep Elementary (KNCPE) students.
- Conversion of an underutilized annex gym into six classrooms, five student restrooms, and an elevator.
- Conversion of an underutilized former library space into two classrooms and two intervention spaces.
- Conversion of an underutilized auditorium into four classrooms, an office, and two intervention spaces.
- Conversion of underutilized locker rooms into an administrative office and a separate, dedicated teacher workroom and breakroom for KNCPE, which in turn provided KNCP with its own dedicated workroom and breakroom.
- Redesign of the rear parking lot to allow for safer, more efficient, and ADA-compliant student arrivals and dismissals.
- Conversion of an old tennis court into an ADA-compliant outdoor space for gym and recess.
- Replacement of old ceilings and light fixtures in several parts of the facility.

In addition to these facility improvements, KNCP has made investments in the safety and security of the facility, including:

- Leveraging the expertise of Joffe Emergency Services, a contractor specializing in emergency response training and school safety and implementing their recommendations.
- Construction of security vestibules at main entrances.
- Installation of door access control, alarm monitoring, and CCTV surveillance systems.
- Implementation of Raptor visitor management system.
- Installation of blackout curtains for lockdown drills and events.

k. Explain why the school's operational condition merits renewal of the charter.

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 of the regional operations team. We have the infrastructure in place to ensure that we have what we need to succeed.

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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 committee 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 FY21 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 KIPP Nashville College Prep'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.

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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. The school is currently financially sustainable and well positioned to continue to educate students with excellence.

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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

Due to the nature of the last few years of school, 2021 - 2022 is the first normal, full year of school we have had since the 2018 - 2019 school year. In 2019 - 2020, we closed for the fourth quarter, and we were fully virtual for the majority of the 2020 - 2021 school year. As a result, student achievement data patterns from the last few years are a less reliable indicator of the growth we can expect to see students make by the end of the 2021 - 2022 school year. In the past, we have set academic goals and benchmarks for the following school year in the Spring based on previous achievement scores and MAP data. However, given the unique nature of this school year, we will be setting goals and benchmarks for the 2022 - 2023 school year once we receive student achievement data from this Spring in order to set full group and subgroup goals for 2022 - 2023. We will use the following criteria when setting those goals:

- At least 80% of students (all students and within each subgroup) will meet typical and tiered Spring - Spring growth targets on the Spring MAP Assessment in May 2023.
- At least 80% of students (all students and within each subgroup) will move one proficiency band (or maintain proficiency) in each content area during the 2022 - 2023 school year.

Using these criteria, we will set performance targets for quintile growth as measured by the MAP Assessment, proficiency targets for each grade level and content area as measured by TN Ready, and educator's impact on student growth as measured by TVAAS.

b. Organizational changes (if applicable)

KIPP Nashville College Prep middle school 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)

KIPP Nashville College Prep middle school does not have any growth plans at this time.

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d. Facility improvements

KIPP Nashville plans to continue investing in facility improvements over the next few years, with a focus on modernizing the facility and improving its safety and functionality for staff and students. Planned renovation projects include:

- Interior projects:
  - Replacement of HVAC systems and components
  - Replacement of ceilings in hallways and classrooms throughout building
  - Replacement of low voltage wiring and cabling
  - Replacement of light fixtures for hallways and classrooms throughout building
  - Replacement of existing windows
  - Replacement of exterior doors
  - Renovation and modernization of restrooms
  - Replacement of carpet in classrooms with floor tiles
  - Replacement of water fountains
  - Sound reduction between band room and adjacent classrooms
  - Abatement of asbestos-containing materials
- Exterior projects
  - Revision of ADA entries
  - Addition of sidewalk on northeast perimeter of building
  - Addition of security fence around bus parking area
  - Renovation of parking lot to improve efficiency and safety of arrival and dismissal
  - Upgrades to outdoor PE and recess spaces

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

f. Operational management

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

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

KIPP Nashville College Prep middle school has a track record of strong academic growth and performance, earning a Level 5 designation in 2015, 2017, 2018, and 2019, and being designated a Reward School in Tennessee in 2017 and 2019. 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. Based on internal assessments we see evidence these supports are working, and that KIPP Nashville College Prep middle school students are once again growing at rates similar to pre-pandemic levels.

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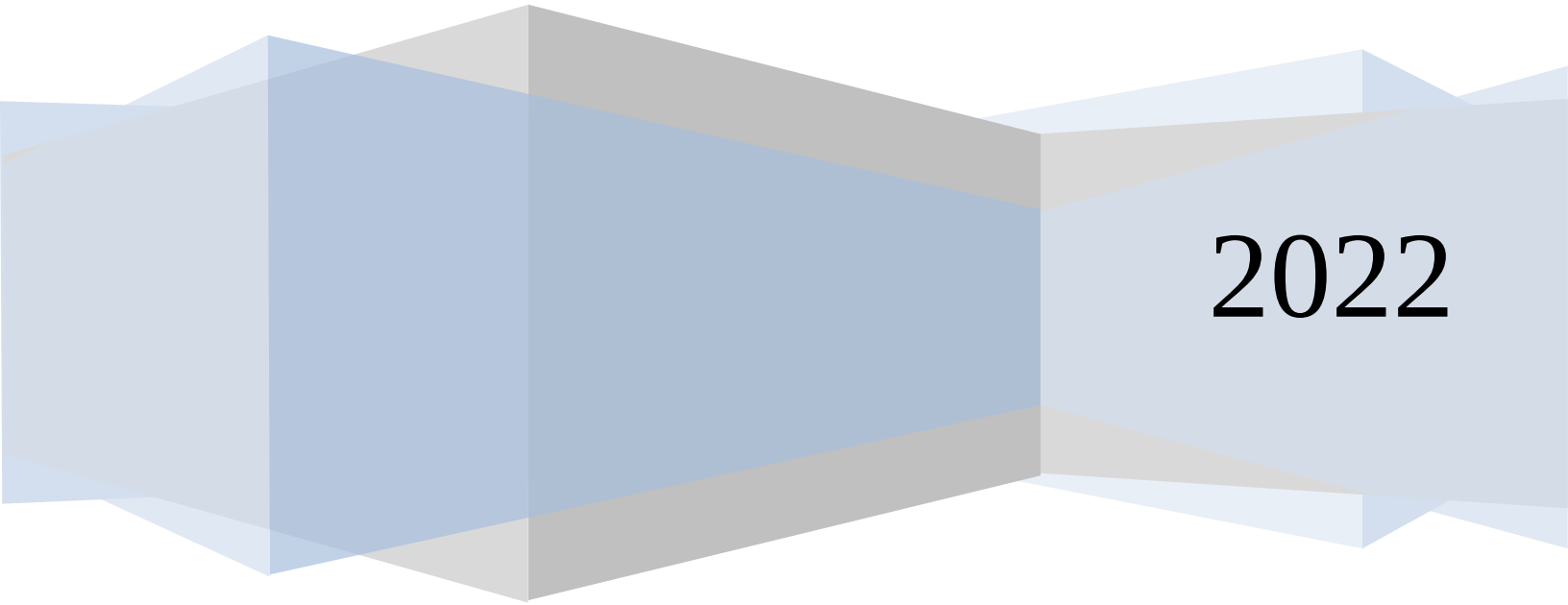
EXHIBIT 2

Pre-Opening Charter Accountability Workbook

A Guide for Boards of Trustees and Leaders of New Charter Schools Authorized by MNPS Board of Education, Nashville/Davidson County, Tennessee

OFFICE OF CHARTER SCHOOLS, Metropolitan Nashville Public Schools



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METRO NASHVILLE PUBLIC SCHOOLS

OFFICE OF CHARTER SCHOOLS

April 2022

Office of Charter Schools
Division of Charter
Schools

Metropolitan Nashville Public Schools
Board of Education
2601 Bransford Avenue, Suite C404
Nashville, Tennessee 37204

Phone: 615-259-8598

Updated: April 2022

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EXECUTIVE SUMMARY

There are many actions trustees and leaders of newly authorized charter schools must take prior to, and within a short period of time after, the opening of a school for instruction. The Office of Charter Schools has adapted this Pre-Opening Charter Accountability Workbook from a wide variety of sources. Particular thanks for assistance in quickly establishing the framework of this manual is due the Charter Schools Institute of the State University of New York, but the particular details in this manual are organized to address expectations of the Metropolitan Nashville Public Schools and its designee, the Office of Charter Schools. The Office of Charter Schools is grateful for the experience of high-quality authorizers like the Charter Schools Institute who willingly share their resources in the interest of supporting high quality authorization of charter schools. The information and procedures in this manual are aligned with the National Association of Charter School Authorizers (NACSA) Principles and Standards and are reviewed annually to ensure maximum utility in the context of charter schools in Nashville, Tennessee.

The Office of Charter Schools makes this Pre-Opening Charter Accountability Workbook available specifically to assist leaders and boards of trustees of new charter schools authorized by the MNPS Board of Education in fulfilling these various obligations. The Workbook essentially covers two distinct but inter-related areas. The first area is the requirements associated with a school completing a set of defined "Pre-Opening Actions," which if not substantially completed prior to the school's opening date, could result in a delay in the school's opening. The Workbook describes the specific Pre-Opening Actions the school is required to take as well as the process by which the Office of Charter Schools visits the school (and conducts further follow-up) to ensure that all Pre-Opening Actions are taken. Second, the Workbook attempts to provide guidance on a variety of other issues that confront schools during the months prior to opening but that for one reason or another are not officially Pre-Opening Actions, usually because these areas and issues must be dealt with long before the Pre-Opening Actions themselves must be completed, and/or are ongoing requirements. It is our hope that the Workbook will be a helpful resource to your school, given that tasks associated with opening a bricks and mortar school and some of the Pre-Opening Actions are set against a complex backdrop of state and federal laws, rules, regulations and local conditions. It is also our hope that the Workbook will continue to be a resource as you move from the stages of pre-opening and opening to beginning to design and implement systematic processes that will likely set the foundation for the development of a healthy and sustainable organization.

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INTRODUCTION

Accountability for charter school performance starts long before a new school's first student enters its building and continues long after. One facet of charter school accountability began shortly after you received your charter, and the second, critical phase, occurs during the months immediately before you open. Myriad functions and details must be worked out during this period, only some of which are mentioned in this Pre-Opening Charter Accountability Workbook. Completing the obligations stated in the school's Charter Agreement that are due prior to the Office of Charter Schools' Pre-Opening Action Visit and the required Pre-Opening Actions, must however, remain a central focus.

This Workbook both itemizes the precise actions that must be completed, specifying required documentation that must be submitted to demonstrate completion of each pre-opening charter obligation and Pre-Opening Action item, and provides additional guidance in the form of deadlines and other resources that charter school leaders and boards may find useful in completing these and other tasks with deadlines before or shortly after school opening. It also alerts school leaders to some other reporting requirements of which new charter schools must be aware during their first year of operation.

While we have attempted to provide the most up to date information, invariably information will change as, for example, revisions are made to the various laws and regulations at issue. In addition, it is not possible to predict every issue that will arise during a school's opening process. Therefore, we discuss many of the commonly encountered issues and problems, but do not represent that we have comprehensively tackled all of the issues you will encounter in setting up your school. In some cases, we have only supplied sources of information or "leads" that you can use in the process of resolving issues. As always, the Office of Charter Schools is available to answer questions.

Per the terms of the Charter Agreement, no school may commence instruction until and unless the Office of Charter Schools issues a letter to the school (known as the "Pre-Opening Action Letter") (attached as Appendix C) stating that the school has completed the Pre-Opening Actions on the *Pre-Opening Actions Checklist* (attached as Appendix B in this Workbook) in the school's Charter Agreement (Exhibit 2) to the satisfaction of Office of Charter Schools and the MNPS Board of Education. This does not mean that if one item on the checklist is incomplete, your school will not be able to open. The Office of Charter Schools understands the time pressure and difficulty in readying a school for instruction. To reduce unexpected problems, the Office of Charter Schools sends the *Pre-Opening Actions Checklist* to the school leader no less than 14 days in advance of the Pre-Opening Action Visit and asks the school to provide information regarding the status of each item as well as documentation where appropriate. This allows the Office of Charter Schools to assess certain items in advance and reduces the time needed for the visit. In cases where *Pre-Opening Actions Checklist* items are already completed, (and in some cases that is the very nature of the item rendering the Pre-Opening Action item a double check) the Office of Charter Schools does not usually verify such information a second time during the Pre-Opening Action Visit. While the *Pre-Opening Actions*

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Checklist must be followed, our practice is to work with schools to allow them to open as scheduled (or close to that date) with restrictions deemed appropriate by the Office of Charter Schools, and to remediate problems encountered during the Pre-Opening Action Visit. However, we will not sacrifice student health or safety or a sound education to adhere to a school's anticipated date of opening, and will follow-up on any *Pre-Opening Actions Checklist* items that are not complete. When all of the *Pre-Opening Actions Checklist* items are complete, the Office of Charter Schools will send you a confirming letter.

If a charter school does not fulfill all of the requirements of the *Pre-Opening Actions Checklist* during its first school-year (by August 1 of the year immediately succeeding the year the school originally scheduled to commence instruction*), the school's charter will be recommended for immediate revocation*. This drastic remedy is to be avoided at all costs. If a school has begun operations, the Pre-Opening Action deficiencies must be corrected before the end of the summer following its first school year.

Overview

The first chapter of this Workbook, Academic Program and School Administration, discusses required qualifications of instructional staff under state and federal law, other requirements of the educational program, the school calendar, class schedules, and serving students with disabilities. In addition, it highlights certain requirements with regard to properly arranging for the smooth delivery of contracted services such as those provided by an education service provider, as well as those offered by food service, student health and transportation service providers. While there is little doubt that the school leadership team will focus its energies on the important details of preparing for the most difficult job of teaching and learning, this section of the Workbook has been created to ensure that minimal requirements with regard to student service delivery are met prior to the first day of school.

The second chapter, Organizational Viability, provides guidance to ensure that charter schools have the policies, procedures and processes in place to exercise responsible oversight of the school's affairs. In particular, the Pre-Opening Action process will require new charter schools to demonstrate that the school's board of trustees has adequate membership, operates pursuant to a set of approved by-laws, and has created necessary policies and procedures. In addition, this section provides further guidance on school facility and building safety, as well as the school's financial organization, procedures, and appropriate controls.

The third chapter of this Workbook, Following Your Charter Agreement, alerts school leaders and boards of trustees to the important role that public accountability plays over the life of every charter school. This refers to accountability for academic performance as well as compliance with the legal and fiscal requirements contained in the school's Charter Agreement and in applicable law, rules and regulations. The chapter focuses on the importance of properly seeking changes to your Charter Agreement and having a contact person to communicate with the Office of Charter Schools regarding compliance issues.

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Relevant Documents

While this Workbook does not assume that the reader has complete familiarity with certain other charter school documents, it makes many references to some of the most important ones and school leaders, trustees and key employees should certainly be aware of and have access to the following for a variety of reasons, including full use of this Workbook. These include:

- the school's Charter Agreement (the complete version, including the final version of the school's amended Charter Application and any Exhibits);
- the school's Charter Application (the complete final, amended, and approved official version);
- the school's By-laws (found in the Charter Application); and
- the Tennessee Charter Schools Act.

The final version of the school's approved Charter Application contains many of the school's policies on complaints, student discipline, Freedom of Information, Open Meetings Law, personnel, etc., or it contains the documents upon which these policies are based. Please be aware that the information set forth in the school's Charter Application and the other documents above become part of the standards by which the Office of Innovation measures your school's accountability to its charter. For that reason, it is a best practice to make these documents available to all school trustees in a way that allows them to be accessed during school board meetings.

Legal Note

The guidance provided in this Pre-Opening Charter Accountability Workbook can neither predict nor endeavor to include information regarding all of the challenges that will present themselves to a charter school over the term of its charter. Therefore, this Workbook is not designed nor intended to serve as a source of legal advice. While the Office of Charter Schools is available to answer questions, it strongly encourages charter school boards of trustees to retain legal counsel and consult with counsel prior to taking action regarding any potentially difficult situation.

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ACADEMIC PROGRAM AND SCHOOL ADMINISTRATION

RECRUITMENT AND HIRING

The hiring process begins as soon as, or in some cases before, a school obtains its charter. The importance of key personnel is never underestimated by strong school boards. We cannot stress too strongly that fingerprinting of all personnel must be a priority; fingerprint supported criminal background checks mandated by the Charter Schools Act[1] may take longer than expected to complete, making advanced planning and urgency in initiating the process upon the hiring of any individual necessary.

Leadership Structure

Pre-Opening Actions Checklist items discussed in this section are as follows:

Governance and Management	
Item	**Deliverable**
A permanent head of the school has been named.	Written notice that the head of school has been named within 5 days of the hire date.
Other key leadership roles in the school are filled or adequately covered.	Updated organizational chart with names of specific individuals occupying key leadership roles.

The school's Charter Agreement requires: 1) that the school employ and contract with necessary personnel; 2) the organizational structure of the school after such hiring be consistent with the organizational structure in your Charter Application; 3) that the school notify the Office of Charter Schools in writing within 5 days of hiring, firing, resignation or other removal of the school leader; and 4) the faculty, staff and administration successfully implement the terms of this Charter Agreement.[2] Therefore, as soon as a school leader is hired, the school should notify the Office of Charter Schools which will mark the beginning of a charter accountability dialog with that person that will continue throughout the life of the school's charter. As set forth below, the above Pre-Opening Action items related to the hiring of the school leadership is intended as a double check and is usually complete long before the Pre-Opening Action Visit.

PRE-OPENING ACTION TO-DO LIST: LEADERSHIP STRUCTURE *Begin: Immediately after charter is granted* *Due Date: At time of Pre-Opening Action Visit with OFFICE OF CHARTER SCHOOLS*
❑ Recruit and hire key leadership positions within the school.

[1] TCA 49-13-105(b)(5).
[2] Charter Agreement, Section 10.

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❑ Provide written notice to the Office of Charter Schools that the head of school/principal has been named within 5 days of the hire date. ❑ Pursue fingerprint-supported background checks for key leaders (and all employees as hired) (see Background Check Note below). ❑ Update organizational chart with names of specific individuals occupying key leadership roles.	
Required Deliverable(s) at Time of Pre-Opening Action Visit:	Written notice that the head of school/principal has been named. Updated organizational chart with names of individuals occupying key leadership roles.

As part of the Pre-Opening Action process, the Office of Charter Schools requires charter schools to provide assurance and evidence that a head of school/principal has been hired, and that other key leadership roles in the school are filled or adequately covered. The Office of Charter Schools also requires that the information be displayed in an updated organizational charter with the relevant names listed. Changes to the organizational chart provided with the Charter Application (which typically does not contain names) should be made and given to the Office of Charter Schools as part of the Pre-Opening Action process.

Change In Program Note

Major changes in school structure may constitute a material change to the charter and require a charter revision. Please consult the Change In Program section of this Workbook for more information.

Please note that if leaders within the school will be teaching classes, charter school leaders are required to meet state certification and federal No Child Left Behind Act of 2001 (NCLB)[3] "highly qualified" requirements discussed below, and copies of any relevant certifications, transcripts, as well as evidence of having taken and passed certain educator exams should be kept on file. The section on Required Qualifications for Teachers under Federal Law explains these requirements in greater detail.

Background Check Note

All charter school leaders, other administrators and employees must be cleared for employment by fingerprint-supported background checks. See the Fingerprint-Supported Background Checks for School Personnel section of this Workbook for more information

RELATED SOURCES OF INFORMATION		
Source	*Resource*	*Location*
Charter Schools Act	Fingerprinting and Background Checks required	TCA 49-13-105(b)(6)

[3] 20 U.S.C. § 6301 *et seq.*

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MNPS Office of Innovation	Charter Agreement	Section 3.2

Number and Qualifications of Instructional Staff

Pre-Opening Actions Checklist items discussed in this section are as follows:

Staffing	
Item	**Deliverable**
The number of teachers is adequate and their assignments match the staffing plan.	Teacher roster, including teaching assignments by grade level or specialty.
Teachers are certified or meet the minimum requirements for licensure as defined by the state board of education pursuant to TCA 49-13-111(i)	Copies of teacher certifications, or appropriate proof of compliance with statutory exemptions.

The number of teachers and/or paraprofessionals hired and their instructional assignments should meet the staffing plan outlined in the school's Charter Application. In addition, teachers and paraprofessionals in charter schools must meet qualifications of the Charter Schools Act[4] as well as those established by the federal government under the NCLB/ESEA. New charter school administrators should be aware of and fully understand these requirements as they begin the teacher recruitment and hiring processes.

Charter schools should keep detailed records of hiring, resignation, *and termination* of all employees, as well as evidence of credentials, and required fingerprint-supported criminal background checks for all employees. Such records will be reviewed by the Office of Charter Schools or State Department of Education Charter Schools Office, at various times during the life of the school's charter, as part of each entity's regular monitoring plan. It is in the best interest of the school that these records be maintained throughout the hiring process and while each individual is employed at the school. Guidance on qualifications follows below.

PRE-OPENING ACTION TO-DO LIST: NUMBER AND QUALIFICATIONS OF INSTRUCTIONAL STAFF *Begin: During Recruitment and Hiring Processes* *Due Date: At time of Pre-Opening Action Visit with Office of Charter Schools*
❑ Read the MNPS policy guidance, "Federal Teacher and Paraprofessional Qualification
❑ Recruit and hire instructional staff that are either certified in Tennessee in the appropriate grade level and subject area, or that meet other accepted criteria under the Charter Schools Act.
❑ Recruit and hire teachers for core academic subjects that will be NCLB highly qualified.

[4] TCA 49-13-111(i)

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❑ Maintain a copy of the professional credentials of all personnel on file, including but not limited to current resume, transcripts, copies of relevant tests and state and/or professional certifications.	
Required Deliverable(s) at Time of Pre-Opening Action Visit:	Copy of teacher roster, including teaching assignments by grade level or specialty (Attached as Appendix D). Copies of teacher certifications or appropriate proof of compliance with statutory exemptions.

Required Qualifications for Charter School Teachers

It is the responsibility of the charter school to ensure that all teachers or other school personnel are appropriately licensed and endorsed in the subject(s) that they teach or the position for which they are employed. Before a teacher is hired to teach a specific course, each charter school is responsible for verifying that the teacher's endorsements match the required endorsements for that course.

RELATED SOURCES OF INFORMATION		
Source	*Resource*	*Location*
MNPS/ THE OFFICE OF CHARTER SCHOOLS	Charter Agreement	Section 2.3.2 (Exceptional Education) and Section 2.4 (English Language Learners)
State DOE	Teacher Licensure Information Highly Qualified Information	http://state.tn.us/education/lic/

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Related Sources of Information		
Source	*Resource*	*Location*
THE OFFICE OF CHARTER SCHOOLS	Charter Agreement	Section 3.1 and 3.2
TDOE	Teacher Licensure Information	http://state.tn.us/education/lic/

Fingerprint-Supported Background Checks for School Personnel

Pre-Opening Actions Checklist items discussed in this section are as follows:

Staffing	
Item	**Deliverable**
Fingerprint supported criminal background checks have been completed and all employees have clearance for employment, AND all employees have been identified to MNPS as working for the new charter school	Copies of Fingerprint Clearance forms from TBI for each employee identifying the new charter school as the employee's current employer

Pre-Opening Action To-Do List: Fingerprint-Supported Background Checks for School Personnel *Begin: During Recruitment and Hiring Processes* *Due Date: At time of Pre-Opening Action Visit with* Office of Charter Schools	
❑ Read the MNPS/Office of Charter Schools policy guidance, "Criminal History Record Check (HR 5.111) ❑ Proceed with obtaining fingerprint supported background checks for *all* school employees. ❑ Maintain a copy of each employee's clearance or clearance application information for employment on file.	
Required Deliverable(s) at Time of Pre-Opening Action Visit:	Copies of Fingerprint Clearance forms from TBI for each employee identifying the new charter school as the employee's current employer

All employees of charter schools must be cleared for employment by a fingerprint-supported criminal background check through TBI including janitors, security personnel and cafeteria workers who are present when children are in the school building. Employees may not be present in a school when children are present unless they have full clearance.

Charter school administrators are strongly encouraged to review this document in detail prior to engaging in the hiring of school personnel, and to make compliance part of the hiring process and procedures. Please contact TBI directly with specific questions about individual employees, procedures, or status.

Related Sources of Information		
Source	*Resource*	*Location*

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OFFICE OF CHARTER SCHOOLS	Charter Agreement	Section 3.2
	General Information	http://www.tbi.state.tn.us/background_checks/taps_age_info.shtml

CURRICULUM AND INSTRUCTION

The Pre-Opening Action process is not designed nor intended to evaluate the implementation or effectiveness of the school's educational philosophy and academic program.[6] Instead, it provides a means for Office of Charter Schools to verify that the new charter school is minimally prepared to serve students and meet facilities requirements, as defined by state and/or federal law and MNPS policy. These minimal requirements are discussed in further detail below. In addition, boards of trustees and leaders of new charter schools should also ensure that the elements of the school's instructional program present in the school building align with those in Exhibit 1 of each school's Charter Agreement (the finally amended and approved Charter Application). If the two are different, the school may have to seek a change in program. Please see the Change in Program section, below.

Classroom Fixtures and Curricular Materials and Supplies

Pre-Opening Actions Checklist items discussed in this section are as follows:

Curriculum and Instruction	
Item	**Deliverable**
Needed instructional materials and supplies have been distributed to classrooms at every grade level.	Classrooms should be adequately prepared for teaching and learning, including the appropriate distribution of curricular materials and supplies at time of Pre-Opening Action Visit.

PRE-OPENING ACTION TO-DO LIST: CLASSROOM FIXTURES AND CURRICULAR MATERIALS AND SUPPLIES *Begin: Immediately after charter is granted* *Due Date: At time of Pre-Opening Action Visit with Office of Charter Schools*	
❑ Purchase classroom furniture appropriate to age/grade and educational program of the school. ❑ Equip classrooms in anticipation of the arrival of students, including the assembly and set-up of all classroom furniture and fixtures (such as blackboards, desks, etc.). ❑ Purchase/prepare curricular materials necessary for appropriate delivery of the school's academic program as proposed in the Charter Agreement (application) and distribute them to all classrooms.	
Required Deliverable(s) at Time	Classrooms should be adequately prepared for teaching and learning, including

[6] Shortly after completing the Pre-Opening Action process, new charter schools will begin to work with staff of the Office of Charter Schools to better understand and prepare for setting Accountability Plan/School Improvement Plan (SIP) goals. See the Tennessee School Improvement Planning Process (http://www.state.tn.us/education/accountability/siptrans.shtml) for more information.

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of Pre-Opening Action Visit:	the appropriate distribution of curricular materials and supplies.

In order to support the delivery of instruction as specified in the school's Charter Agreement, new charter schools should strive to have purchased and received all classroom furnishings (such as desks, tables, chairs, blackboards/whiteboards, etc.) as well as curricular materials and supplies prior to opening their doors to students. OFFICE OF CHARTER SCHOOLS staff will inspect classrooms upon the occasion of the Pre-Opening Action Visit to ensure that classrooms are safe and have adequate furniture, curricular materials are in place, and the school has acquired other necessary supplies to ensure classrooms are ready to receive the school's students.

School Calendar and Class Schedules

Pre-Opening Actions Checklist items discussed in this section are as follows:

Curriculum and Instruction	
Item	**Deliverable**
A school calendar and class schedules exist and provisions have been made for them to be available to every student and every family.	Copies of the annual school calendar, class schedules, and an assurance that the school calendar has been made available to students and their families.

PRE-OPENING ACTION TO-DO LIST: SCHOOL CALENDAR AND CLASS SCHEDULES *Begin: Immediately after charter is granted* *Due Date: At time of Pre-Opening Action Visit with* Office of Charter Schools	
❑ Read Section 10 of the school's Charter Agreement. ❑ Prepare annual school calendar and class schedules to the extent they will differ from those in the Charter Application. ❑ Make school calendar and hours of operation available to students and their families.	
Required Deliverable(s) at Time of Pre-Opening Action Visit:	Copies of the annual school calendar and class schedules. Evidence that the school calendar has been made available to students and their families or an assurance of same.

To ensure that new charter schools meet the minimum requirements for student instructional time and the commitments in the school's Charter Agreement, and to allow parents to determine whether the school's program is appropriate for their child, Office of Charter Schools requires that new charter schools submit a copy of the annual school calendar and class schedules as part of the Pre- Opening Action process.

The initial calendar must not reduce the number of days of instruction in the Charter Application by more than 10 days per Section 10 of your Charter Agreement. If for some reason you need to do so, please refer to the Change In Program section of this Workbook. A school is free to increase its number of days of instruction so long as parents are notified in a timely manner.

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At the time of the Pre-Opening Action Visit with Office of Charter Schools, charter schools should be able to provide assurance and/or evidence that the school's annual calendar has been made available to students and their families.

By Tennessee Law, TCA 49-6-3004(e)(1), requires the school day to include at least 6.5 hours of instructional time, and under TCA 49-6-3004(a)(1) school districts are required to maintain 180 days of classroom instruction. All charter schools must be in compliance with the statutorily required 6.5 hours of daily attendance, and 180 day school year.

Accordingly, the minimum number of hours of instruction that a charter school can provide in a year is 180, multiplied by the minimum number of required hours of instruction per day for the grade at issue. In addition, please note that class schedules must also reflect the minimum time dedicated to core subjects as described in the school's Charter Application. Also, a charter school, as a term of its Charter Agreement, may generally not have fewer than 176 instructional days even if it provides an extended day program.

Subsequent School Years

After the school's first year of operation, the school must determine its calendar and class schedule by March 15 and relay that information to the Office of Charter Schools. The school must also make that information readily available to parents and guardians. After March 15, the school should not shorten the days or hours of operation in a significant way without permission of the Office of Charter Schools which will only grant such a change for very good reasons and with the condition that parents are properly informed of the change.

RELATED SOURCES OF INFORMATION		
Source	*Resource*	*Location*
OFFICE OF CHARTER SCHOOLS	Charter Agreement	Section 1
STATE DOE	Attendance Manual	http://www.state.tn.us/education/schapproval/attendancemanual/index.shtml

Serving Students with Disabilities

Pre-Opening Actions Checklist items discussed in this section are as follows:

Curriculum and Instruction

[7] http://www.state.tn.us/education/schapproval/attendancemanual/index.shtml

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Item	Deliverable
Provisions have been made for a child find system and serving students with special needs.	Written documentation that the school has hired, contracted with or received a commitment from the school district regarding certified Special Education teacher(s) and a SPED coordinator, and hired, contracted with or received a commitment from the school district regarding speech and language therapists, and occupational and physical therapists, or other services or equipment, if required.

Students and Parents	
Item	**Deliverable**
A preliminary count of students with special needs is available.	Copies of IEPs for incoming students (Easy IEP training complete).

PRE-OPENING ACTION TO-DO LIST: SERVING STUDENTS WITH DISABILITIES *Begin: Immediately after charter is granted* *Due Date: At time of Pre-Opening Action Visit with Office of Charter Schools*	
❑ Adopt and implement a child find plan in accordance with the IDEA (District Plan). ❑ Hire appropriate staff, contract with outside vendors or request that the local school district provide special education (SPED) services to ensure that the school has access to appropriately qualified staff to implement, oversee, and administer the delivery of SPED services.	
Required Deliverable(s) at Time of Pre-Opening Action Visit:	Written documentation that the school has hired or contracted with a SPED coordinator. Written documentation that the school has hired appropriate staff, contracted with other vendors or received an acknowledgement that the school district(s) will provide certified special education teacher(s), speech and language therapists, and occupational and physical therapists, or other services or equipment, if required by student IEPs. Written documentation from the school stating the anticipated number of special education students (Easy IEP training complete). Written documentation showing understanding of District Child Find procedures.

As explained in the school's Charter Agreement, charter schools are required to serve students with disabilities as required by federal laws and regulations. Many of the methods and strategies for doing so are mandated; however, a charter school's main obligations are to understand and work with MNPS to ensure the proper execution of the child find system to identify children who may be in need of SPED services and to work with MNPS personnel to ensure that the services required for

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students with Individualized Education Programs (IEPs) who enroll in charter schools are provided to those students by the charter school.

As you may be aware, charter schools in Tennessee are considered schools within a Local Educational Agency (LEA) for purposes of the federal Individuals with Disabilities Education Act (IDEA). Charter schools have some choices regarding how they will deliver special education services to students with IEPs, but they must insure that those services are delivered as written in the IEP. In addition, each charter school must have a SPED coordinator to oversee the process and interact with district exceptional education personnel. The SPED delivery choices are as follows:

- the charter school provides all of the SPED services;
- qualified third party consultants hired by the charter school provide all of the SPED services;
- the school district of the student's residence provides all of the SPED services through mutual decision that alternative placement is consistent with the child's best interest in receiving a Free and Appropriate Public Education; or
- any combination of the above.

While it may not be possible for a charter school to decide how it will deliver SPED services to its students until after the Pre-Opening Action Visit when it receives all student records and IEPs, new charter schools should demonstrate that they have hired a SPED coordinator and established meaningful coordination with District personnel regarding a child find system that ensures that all students with disabilities, regardless of the severity of a disability and who are in need of special education and related services, are identified, located, and evaluated. This includes those students for whom the charter school has already received or will receive an IEP (see Policies and Procedures Regarding Students' Academic and Health Records section, below), as well as those who have not yet been identified. A count of students with disabilities should be available at the time of the Pre-Opening Action Visit, and, although incomplete, the school's SPED staffing and resources should be appropriate to handle that number of children. Furthermore, the charter school should ensure that it has engaged appropriately qualified staff to deliver services to students (see below), oversee the implementation of students' IEPs, provide training and information to the school's regular education teachers regarding students with disabilities and their programs and services, and handle other administrative duties and billing associated with providing special education.

Financial Note

The excess funding for exceptional education students that comes from IDEA allocations to MNPS will be apportioned according to an annual budget developed by each school in collaboration with the District's Coordinator of Exceptional Education. Please be aware that the amount of excess cost aid is often far less than the cost of the SPED services provided by a charter school.

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Additional Exceptional Education Information

Because Tennessee charter schools are not LEAs, they cannot unilaterally develop a child's IEP, change an IEP or decide a child no longer needs an IEP. The school must coordinate with the district's exceptional education personnel and parents to accomplish such activities.

In terms of admissions, charter schools cannot discriminate against children with disabilities and must admit a child even if the school does not provide a particular setting or service (resource room, 6:1:1 setting, etc.) required by a child's IEP. Charter schools may not "discharge" a student because the student requires settings or services not offered by the school. All decisions regarding service must be made in collaboration with parents and district personnel. Charter schools must also make reasonable accommodation for physically disabled students and must follow the applicable provisions of the federal Americans with Disabilities Act (ADA)[8] and section 504 of the federal Rehabilitation Act of 1973[9] with respect to school facilities and equipment. See the Adequacy and Accessibility of School Facility section of this Workbook for further information.

Background Check Note

New hires, re-hired employees, substitutes, student teachers, student practicum, volunteers, tutors and vendors. Finger printing has been extended from three days to five days and we no longer schedule appointments. You must call the Vendor and register 24 hours prior to being fingerprinted. You may pay the fee of $48.00 by credit card when registering with the Vendor. However, a money order in the amount of $48.00 made out to the Vendor is the only acceptable payment on-site at MNPS. Once you have registered you may walk-in between the hours of 8:00 a.m. to 4:00 p.m. at the Bransford Avenue site.

SPED Teacher Qualification Note

The IDEA mandates that exceptional education instructors and service providers be appropriately qualified, which basically means they must be Tennessee State certified in special education or the appropriate specialty. In addition SPED instructors must be NCLB highly qualified. See Required Qualifications for Charter School Teachers under Federal Law, above. School leaders should take this into consideration when hiring staff.

RELATED SOURCES OF INFORMATION		
Source	*Resource*	*Location*
OFFICE OF CHARTER SCHOOLS	Charter Agreement	Section 2

[8] 42 U.S.C. § 12101 *et seq*.
[9] 29 U.S.C. § 794.

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USDOE	Special Education and Rehabilitative Services: IDEA 2004 Resources	US DOE website
STATE DOE	Special Education in Tennessee Public Charter Schools Tennessee Charter Operator Primer	TDOE Website

English Language Learners

In accordance with Title VI of the Civil Rights Act of 1965 and TCA 4-21-90, districts must provide specialized programs for students with limited English proficiency. The Home Language Survey is required for every student in the district. It consists of three questions that will be asked of every parent in the district: What is the first language this child learned to speak?; What language does this child speak most often outside of school?; and What language do people usually speak in this child's home". If the answer to any of those questions is a language other than English, the child will be classified as Non-English Language Background (NELB) and nust be sent to the district EL office for assessment to determine English proficiency using an approved screening instrument for ESL.

If through this screening a student is labeled Active EL, the charter school must have instructors with ESL certification, as that student is due 1-2 hours daily of specialized instruction. The MNPS website also offers guidance for schools from the Office of English Learners.

English Language Learners	
Item	**Deliverable**
The school has hired a teacher with ESL certification and is prepared to provide instruction to students identified as NELB.	Teacher licensure documents showing ESL endorsement Schedule for EL students Roster of Active, Opted Out and Refused EL students Proof of teacher to student ratios as required by state law

The School Is Ready for Instruction

Pre-Opening Actions Checklist items discussed in this section are as follows:

Curriculum and Instruction	
Item	**Deliverable**

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The school is prepared to provide instruction in each approved grade and only in such grades.	Class schedule and teacher roster. Written assurance from the school.

This Pre-Opening Action is essentially a catch-all to ensure a school is ready to receive students. To be certain the school is prepared to instruct the students recruited, the school's class schedule and teacher roster (discussed in the School Calendar and Class Schedules, and Number and Qualifications of Instructional Staff sections, above) will be reviewed by Office of Charter Schools staff at the time of the Pre-Opening Action Visit in light of the grades the school will be instructing. Teachers' qualifications will be reviewed for adherence to state and NCLB requirements as will their background check clearances. The physical plant of the school will also be inspected. If the school does not appear to be ready to instruct students on its first scheduled school day, the Office of Charter Schools may require written assurance that certain steps to make the school ready will be taken, or it may notify the school that instruction will have to be delayed. The delay in opening may be for a few weeks, until January, or until the following September depending on the deficiencies of the school. In all cases, the school will be required to notify parents regarding the delay. The best advice here, and one of the purposes of this Workbook, is to avoid any possibility that your school's opening will have to be delayed through careful prior planning.

A charter school may only instruct students in the grades set forth in the Charter School Applicant Information Sheet of its Charter Agreement and the students must be within the age limitations set by State Board Policies. Changes to such proposed instructional plans must be discussed with the Office of Charter Schools well in advance of the Pre-Opening Action Visit. See the Change In Program section, below, for more information.

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Several aspects of school management and operations must be completed by the time of the Pre-Opening Action Visit. Among those are final execution and Office of Charter Schools approval of management contracts, arrangement for student food and transportation services, both of which require information from and participation of parents. Providing for student health services requires getting immunization information from parents, and may involve interaction with MNPS. In each situation when parents must be contacted and information is sought, school leaders should plan accordingly and leave enough time for parents to respond and for incorrect and incomplete information to be remedied.

Management Contract

Pre-Opening Actions Checklist items discussed in this section are as follows:

Governance and Management	
Item	**Deliverable**
Management contract has been executed.	Copy of management contract signed by representatives of management company and school Board of Trustees.

PRE-OPENING ACTION TO-DO LIST: MANAGEMENT CONTRACT *Begin: During the charter application process* *Due Date: 30 days prior to the proposed date of contract execution, but no later than May1 immediately preceding the school year*	
❑ Submit a copy of the charter school's proposed management contract with the CMO to Office of Charter Schools for review. ❑ Submit a written opinion of the school's outside counsel (not management company counsel) stating that the management contract has been reviewed by legal counsel to the school board. ❑ Promptly after Office of Charter Schools review (up to 60 days), deliver to the Office of Charter Schools a copy of management contract together with any changes mandated by the Office of Charter Schools signed by representatives of the management organization and school board of trustees.	
Required Deliverable(s) at Time of Pre-Opening Action Visit:	None, unless final, executed management contract has not been given to Office of Charter Schools.

In circumstances when charter schools elect to contract with external providers for all or a substantial subset of all services necessary to operate and oversee the school's educational program the management contracts must be submitted to the Office of Charter Schools for review and approval pursuant to Section 9.2 of the Charter Agreement. The Charter Application (Exhibit A) of a school's Charter Agreement will state whether or not the school will have a management arrangement, but does not approve the final arrangement (contract), which is done through the process described below. Tennessee Law prohibits contracting with EMOs (Education Management Organizations) or other for-profit or cyber-based education service providers.

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If a charter school board has chosen to contract with an education service provider (such as a Charter Management Organization (CMO), a copy of the proposed contract between the two entities must be submitted to the Office of Charter Schools for review no later than 30 days before the proposed execution date of the contract. In addition, schools that have not yet opened must submit the proposed contract by May 1st immediately preceding the start of the first school year. The proposed contract must be accompanied by a letter from the school's outside attorney stating that the contract has been reviewed by counsel to the school board. The Office of Charter Schools then has 30 days to review the contract (which may be extended 60 days) and communicate any reasons for disapproval. It may also ask for more information or assurances. By the time of the Pre-Opening Action Visit, the management contract should be fully approved by the Office of Charter Schools and fully executed by the parties. The school must provide a copy of the fully executed management contract to Office of Charter Schools promptly after it is signed.

As a charter school must follow its Charter Agreement (specifically, the Application) with respect to whether or not it will contract with a management company, and any change to that arrangement—operating without a management organization when it was included in the Charter Application, or operating with a management company or a different management company—is a material change to your charter requiring approval of the Metropolitan Nashville Board of Education. See the Change In Program section, below.

Related Sources of Information		
Source	*Resource*	*Location*
OFFICE OF CHARTER SCHOOLS	Charter Agreement	Section 10

Food Services

Pre-Opening Actions Checklist items discussed in this section are as follows:

Operations	
Item	**Deliverable**
Arrangements have been made for food service.	Inspection of food storage and kitchen area at time of Pre-Opening Action Visit, to include food/beverage coolers and heaters.

Pre-Opening Action To-Do List: School Management and Operations *Begin: Immediately after charter is granted* *Due Date: At time of Pre-Opening Action Visit with Office of Charter Schools*
❑ Identify and contract with a food service provider or school district, or determine how food services will be delivered through internal processes. ❑ Ensure that temperature-appropriate food and beverage storage is available at the school. ❑ Set up a process for the distribution and collection of forms for free and reduced priced lunch, and for collection of lunch funds, including internal controls. ❑ Enter appropriate free and reduced price lunch data in data system utilized by MNPS

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Required Deliverable(s) at Time of Pre-Opening Action Visit:	Inspection of kitchen and food storage areas, including food and beverage coolers and heaters at time of Pre-Opening Action Visit. Evidence of distribution and collection of school lunch forms, and/or assurance that all forms have been distributed and collected.

On the same basis as other Tennessee public schools, charter schools must provide lunch (and in some circumstances, breakfast) to their students. Charter schools should arrange to either prepare food on site or to accept food service delivery and properly store food and beverages at appropriate temperatures until the food is consumed. During the Pre-Opening Action Visit, Office of Charter Schools will conduct an inspection of kitchen and food storage areas, including food and beverage coolers and heaters, and cafeteria space, if applicable.

The Food Services Department at MNPS offers two options which must be selected at the time the charter agreement is signed:

Option 1
The Charter school will apply with the State Department of Education and if approved can operate National School Lunch and Breakfast programs under the State Department of Education supervision. The charter school will retain all revenue received from meal reimbursements and cash sales. The charter school will assume total responsibility for supplying meals to the students and covering all operating costs associated with school meals. **The Food Service Department will not provide any services**. Processing free and reduced lunch applications is a function of the charter school and reporting is done directly to the State of Tennessee, with appropriate notations in Chancery SMS.

Option 2
The Food Service Department will provide food services to the charter school in the same manner as it provides food service to the rest of the district. Meals will be provided under federal guidelines and federal reimbursement claims for meals will be made by the Food Service Department. All revenue will be retained by MNPS food service to cover all operating costs associated with student meal preparation and service. If operating costs exceed total revenue the charter school will be invoiced for costs not covered by total revenue. The charter school will be kept informed of the profit and loss status throughout the year. Payment for any losses will be made at the end of the fiscal year.

Involvement of the Food Services Department occurs under the following conditions:

- Food Service will not make an investment in a Charter School regarding equipment, construction, tables, chairs etc.
- Charter Schools will provide or be invoiced for hardware and software to support food service reporting needs.
- Food service will supply contact names for kitchen equipment, food items etc.

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- Food service will provide contact names at the State level if the Charter School operates its own service.
- Food service has an option to not supply service to a Charter School.
- Food service selects staff and supervises the cafeteria operation.
- Food Service and the Charter School contact will work together to provide proper service to the students.

Many children attending charter schools are eligible for free or reduced price lunch through the National School Lunch program. In order to participate, the parents or guardians of students must fill out forms, which the school must collect. Depending on a school's particular circumstances (whether or not the school is providing meals directly or using a district's services), it may have to retain these forms or send them in bulk to a school district. Many charter schools have found it difficult to distribute and get back these school lunch forms, so advance planning is required. At the time of the Pre-Opening Action Visit, the Office of Charter Schools will check on the school's progress, and ask for an assurance that all forms will be collected if all forms have not been collected. The National School Lunch program also has certain record keeping requirements so retain all forms, which may also be audited by state or federal officials. More information is available on the STATE DOE website listed below. Schools should also be aware that collection of reduced and full price lunch funds poses school internal control and other policy issues (handling of cash, etc.) that must be addressed prior to commencement of food service. Also, if your school will be contracting with a school district for food service, appropriate arrangements should be made for days when the charter school may be in session but the district is not, including proper parental notification.

Background Check Note

All charter school leaders, other administrators and employees must be cleared for employment by fingerprint-supported background checks.

Please also note that health ordinances usually require notices in bathrooms to be used by food service workers regarding employee hand washing.

RELATED SOURCES OF INFORMATION		
Source	*Resource*	*Location*
OFFICE OF CHARTER SCHOOLS	Charter Agreement	Section 5
USDA Food and Nutrition Services	School Meals	http://www.fns.usda.gov/cnd
STATE DOE	Child Nutrition Knowledge Center	TDOE Website

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Health Services and Medications Administration Plan
Pre-Opening Actions Checklist items discussed in this section are as follows:

Operations	
Item	**Deliverable**
The school has made arrangements to be staffed with a school nurse, and has a plan and procedures for the administration of prescription and non-prescription medications to students, and for provision of required health services.	Written documentation of the school's relationship with a registered nurse and/or physician. Copies of policies for medication administration. Written plan for providing required health services.
Provisions have been made for student immunizations.	Immunization records or proper exemption forms; or Written assurance that students who do not have such records will be barred from school after 14 days.

PRE-OPENING ACTION TO-DO LIST: HEALTH SERVICES AND MEDICATIONS ADMINISTRATION PLAN *Begin: Immediately after charter is granted* *Due Date: At time of Pre-Opening Action Visit with Office of Charter Schools staff*	
❑ Contact appropriate agency to arrange for the school to be staffed by a school nurse, or otherwise procure nursing services. ❑ Work with the school nurse to develop a plan and procedures for the administration of prescription and non-prescription medications to students. ❑ Work with the school nurse to develop a written plan (IHP) for required health services, and for checking student immunization information. ❑ Ensure that all students have documentation of required immunizations on file, or are properly excused from so being. ❑ Ensure that the correct number of defibrillators is in the school and proper number of staff are appropriately trained.	
Required Deliverable(s) at Time of Pre-Opening Action Visit:	Written documentation of the school's relationship with a registered nurse or doctor. Copies of the school's plan and procedure for administration of prescription and non-prescription medications to students. Evidence of a secure place to store medications. Copy of the school's health services administration plan.

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	Written assurance stating that all students have been immunized or are properly excused from so being, as well as written assurance that students who do not have the appropriate immunization records on file at the school will be barred from the school after 14 days.

Charter schools must follow the student health regulations applicable to district schools and provide a program of health services. Each charter school is also responsible for checking the immunization records of each student and not admitting those students whose immunizations are not in order or who have not filed proper exemption forms. Therefore, new charter schools must submit documentation regarding a formal relationship between a school nurse (or doctor) and the school as part of the Pre-Opening Action process. The charter school must also provide the proper facilities and equipment for the nurse to fulfill his/her duties. In particular, the nurse's office should be equipped with lockable storage for drugs, including a lockable refrigerator, and lockable storage for immunization and other medical records. (Further information on student medical records is provided in the Policies and Procedures Regarding Students' Academic and Health Records section of this Workbook, below).

Once the school nurse has been hired or a relationship has been established with a district, county or other nurse, charter school leaders should work with that individual to ensure that proper health policies, procedures, and services are in place, and properly communicated to parents. The Office of Charter Schools strongly recommends that when designing such policies, procedures, and services that the nurse be familiar with Tennessee Department of Health and State DOE requirements for such programs administered within public schools. School leaders should know that it is not permissible for unlicensed individuals, including teachers and school administrators, to administer medication to students and that only certain students of suitable age and discretion may self- administer drugs.

As part of the Pre-Opening Action process, schools must provide written assurance to the Office of Charter Schools stating that all students have been immunized or are properly excused from so being, as well as written assurance that students who do not have the appropriate immunization records on file at the school will be barred from the school after 14 days. Storage of student health records is discussed in the Policies and Procedures Regarding Students' Academic and Health Records section, below.

The Tennessee Charter Law requires complete compliance with all laws concerning student health and safety. Waivers are not permitted.

RELATED SOURCES OF INFORMATION		
Source	*Resource*	*Location*
OFFICE OF CHARTER SCHOOLS	Charter Agreement	Section 1
MNPS	Coordinated School Health Initiative	http://www.mnps.org/Page34362.aspx

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STATE DOE	Coordinated School Health TN School Health Laws	TDOE Website
Tennessee	Department of Health	http://health.state.tn.us/
Metro Nashville	Department of Helath	http://health.nashville.gov/

Transportation Services / Supplemental Transportation Services

Pre-Opening Actions Checklist items discussed in this section are as follows:

Operations	
Item	**Deliverable**
Appropriate provisions have been made for supplemental transportation of students if any are to be provided.	Copy of agreement with provider of supplemental transportation services. Copies of fingerprint supported background checks for employees of the supplemental transportation services provider.

PRE-OPENING ACTION TO-DO LIST: TRANSPORTATION SERVICES *Begin: Immediately after charter is granted* *Due Date: At time of Pre-Opening Action Visit with OFFICE OF CHARTER SCHOOLS*	
❑ Facilitate transportation services with students' districts of residence, including assisting parents with requests for transportation prior to April 1. ❑ Arrange for supplemental transportation services, if applicable. ❑ Make certain bus drivers and monitors have appropriate background clearances or conduct background checks through the school's processes. ❑ Retain background check records.	
Required Deliverable(s) at Time of Pre-Opening Action Visit:	Copy of Transportation Services Plan, including the agreement with the service provider, if applicable. Copies of fingerprint supported background checks for school transport employees or employees of independent (non-district) transportation services provider(s).

The Tennessee Charter Schools Act[10] allows public charter schools to determine whether they will provide transportation or not. If they do, they must arrange to provide service in the same manner it would be provided if the students were enrolled in any other school within the LEA. The school must file transportation data with the District annually in order to receive funds provided to support transportation.

[10] TCA 49-13-114.

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New charter schools that plan to provide supplemental transportation services to their students (as listed in their Charter Agreements) must submit a Transportation Services Plan to the Office of Charter Schools for review. Supplemental transportation services are those that are not required by law but that are promised in the charter application, and may cover Saturday school transportation, etc. This plan should include a copy of the agreement between the agency providing the transportation and the charter school and a description of services. The plan should clearly communicate to parents bussing routes and schedules so that expectations between the new charter school and students' families are aligned.

Background Check Note

All employees of transportation service providers must be cleared through a fingerprint supported background check. Commercial school bus transport companies often have employees cleared through provisions of the Vehicle and Traffic Law, and these clearances are acceptable as valid under the Charter Schools Act. In the Office of Charter Schools opinion, when charter school receives transportation services from a school district or the school district's provider, the charter school may rely on the school district having properly checked the background of those employees and need not keep copies of their clearances on file. However, when a charter school hires its own drivers or contracts with a transportation company not used by a district, the charter school should keep copies of such clearances on file to prove to such checks have been conducted. See the Fingerprint-Supported Background Checks for School Personnel section of this Workbook, above, for more information.

RELATED SOURCES OF INFORMATION

Source	*Resource*	*Location*
OFFICE OF CHARTER SCHOOLS	Charter Agreement	Section 6
MNPS	Office of Student Transportation and Driver Information	MNPS Website
Professional Organizations	Tennessee Association of Pupil Transportation National Association of Pupil Transportation	http://www.tapt.org/ http://www.naptonline.org/

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ORGANIZATIONAL VIABILITY

SCHOOL GOVERNANCE

Unlike school districts, which typically have elected boards of education, charter schools are governed by an independent board of trustees, initially listed in the Charter Application. A charter school is incorporated as a Tennessee education corporation governed by the Tennessee Charter Schools Act and Not-For-Profit Corporation Law.[11] A charter school's board of trustees is, therefore, independently responsible for its charter school and oversight of the education program of the school, whether carried out by staff, a management organization or consultants. A charter school's board of trustees is also responsible for the "business" side of the school, including, but not limited to, knowing the financial status of the charter school and public funds flowing into the school. Charter school boards of trustees and their individual members face a variety of other obligations, some of which will be touched upon here.

Given that the Pre-Opening Action Visit determines whether or not a charter school will open at all or on time, it is a good practice for a school's board of trustees (or a committee of the board tasked with this responsibility) to keep apprised of the status of the school's progress in the Pre-Opening Action process. The board or its designated committee should meet frequently enough to ensure appropriate progress or in lieu of meetings receive regular written reports. In addition, there are certain actions also discussed below that a charter school's board of trustees must take shortly after the issuance of the school's charter.

Board of Trustees and By-laws

Pre-Opening Actions Checklist items discussed in this section are as follows:

Governance and Management	
Item	**Deliverable**
The Board of Trustees has been established.	List of current members of the school's Board of Trustees, including contact information and officers.
By-laws have been ratified.	Copy of ratified by-laws or a board resolution approving by-laws.

Initial School Board of Trustees

As a quick read of a charter school's Provisional Charter (certificate of incorporation) will show, the initial board of trustees of a charter school consists of those persons listed in the Charter Application. After the education corporation that constitutes the charter school is formed through

[11] TCA 48-51, *et seq.* http://fogbees.homestead.com/files/advocacy/TNCA.pdf

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the chartering process, no further action is needed to empower school trustees. The school's by-laws, however, do need to be officially established even though they were contained in the Charter Application, and the school must abide by them on a contract basis until ratified.

Ratification of By-laws

A school's board of trustees must meet and ratify its by-laws within 30 days of the charter being issued by the MNPS Board of Education. To determine the date your school's charter will be or was issued, please contact the Office of Charter Schools. Before ratification, the school board should verify that the proper version of the by-laws is being approved because proposed by-laws often are revised as part of the charter application process. Once officially adopted, a copy of the by-laws should be filed in the Current Information Folder of the Charter School Information and Reporting Site, using the naming convention "[School]By-laws[Date]". A reporting log is also contained in the Current Information Folder for maintaining current information regarding the members and officers of the Board of Directors.

If, for some reason, the school board proposes to change its by-laws at the time of ratification, it should first adopt the by-laws previously submitted within the 30 day time limit and then seek to change its by-laws as discussed below.

<table>
<tr><td colspan="2">PRE-OPENING ACTION TO-DO LIST: BOARD OF TRUSTEES AND BY-LAWS
Begin: During Charter Application Process
Due Date: At time of Pre-Opening Action Visit with Office of Charter Schools</td></tr>
<tr><td colspan="2">❑ Update list of school trustees, if necessary.
❑ Submit a copy of the ratified by-laws or a board resolution approving the by-laws to the Office of Charter Schools</td></tr>
<tr><td>Required Deliverable(s) at Time of Pre-Opening Action Visit:</td><td>List of current members of the school's board of trustees, including contact information and officers. Use Current Board Members log in the Current Information folder at the Charter Schools Information and Reporting site.

Copy of ratified by-laws or board resolution approving by-laws, if not submitted previously.</td></tr>
</table>

Although the two Pre-Opening Actions listed above are due at the time of the Pre-Opening Action Visit, both should usually be done before the Pre-Opening Action Visit making these Pre-Opening Actions a sort of double-check. In almost all cases, schools are chartered more than 30 days before the Pre-Opening Action Visit. Therefore, the school's by-laws should already have been ratified and sent to the Office of Charter Schools by the time of the Pre-Opening Action Visit. Similarly, *a charter school must notify the Office of Charter Schools and update its filings within 5 days of any resignation, removal or vacancy on its board of trustees per Sections 8 and 10 of the Charter Agreement*. Unless such an event happened within 5 days of the Pre-Opening Action Visit, the notification should also have already been completed. When a school sends its list of trustees to the Office of Charter Schools together with the information regarding which trustees occupy the various corporate offices (Treasurer, Secretary, etc.), the Office of Charter Schools will compare it to the list it has on file and

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discuss any changes with the school. Any changes to trustee contact information from the initial application should also be sent to the Office of Charter Schools.

Additional Information related to school boards, adding school trustees and amending by-laws is set forth below.

Organizational Meeting; Board Committees

The by-laws ratification meeting, which may be the first or organizational meeting of the school board is also a good time for the school board to set up committees (audit, finance, education, compensation, etc.), delineate the functions and powers of those committees, and elect officers (chair, secretary, treasurer, vice-chair). The Office of Charter Schools strongly encourages each board of trustees to review its by-laws with the board's own legal counsel as many of the legal responsibilities of the board and its trustees should be incorporated within the by-laws, and each trustee should have a full understanding of them.

50% Restriction for New School Boards

At least 50% of the founding trustees must remain on the board of the school during the first year of the school's operations under its Charter Agreement with the MNPS Board of Education, or the school may be in violation of Paragraph 2.2 its Charter Agreement and placed on probation. This provision is in the charter to discourage a sham board of trustees from applying for a charter, resigning in mass and trying to replace itself with a new group not approved by the MNPS Board of Education. If there are legitimate reasons for high board turnover during the first year of a charter, the Office of Charter Schools may not recommend probation for the school to the MNPS Board.

Board Training

Effective July 1, 2011, all charter school boards must have at least one formal training session per year certified by the Tennessee Charter School Association. TCA 49-13-111(5)(o) states: "The governing body shall conduct at least one (1) annual board training course andshall provide documentation of such training to the chartering authority (MNPS). The training course shall be certified by the Tennessee Charter School Association".

OFFICE OF CHARTER SCHOOLS ACTIONS	Have on hand the board plan for training Send to the Office of Charter Schools proof of certified training before June 30

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Amending By-laws

PROCEDURES FOR AMENDING SCHOOL BY-LAWS	
❑ Follow any special notice provisions in the school's by-laws pertaining to amendment of the by-laws in addition to the notice provisions of the Open Meetings Law.[12] ❑ Obtain board approval of proposed by-laws amendment as set forth in the by-laws (supermajority provisions, etc.) and see Special Note, below, regarding amendments that reduce the number of school trustees. ❑ Submit a copy of the amended and ratified by-laws to the Office of Charter Schools together with the signed resolution or minutes reflecting same for review to evaluate whether or not the amendment is material; and if material, for approval by the Office of Charter Schools.	
OFFICE OF CHARTER SCHOOLS Actions:	The Office of Charter Schools will determine whether the change to the by-laws is a material change to the by-laws and notify the school. • If the change is not material, the amendment is effective immediately. • If the change is material, the OFFICE OF CHARTER SCHOOLS will decide whether or not it would approve or reject such proposed by-laws amendment. • If it would approve such amendment, the OFFICE OF CHARTER SCHOOLS will seek to amend the by-laws through the full charter revision process including approval of the MNPS Board of Education, if necessary. • If the Office of Charter Schools would not recommend the by-laws change it will notify the school.

In all circumstances, charter school boards of trustees are cautioned that the school's by-laws must conform to the school's Charter Agreement, the Charter Schools Act, the Education Laws, and the provisions of the Not-For-Profit Corporation Law. The Education Law provisions do not, in general, apply to most non-profit organizations, but do apply to Tennessee charter schools. Also, many by-laws contain supermajority or other provisions in order to amend the by-laws (2/3 or 3/4 vote of all trustees, etc.), which must be followed. The Ofice of Innovation strongly encourages each board of trustees to review proposed amendments to by-laws with the board's own legal counsel as changes to one section of by-laws may affect another.

Note that all material changes to a school's by-laws must be approved by the Office of Charter Schools pursuant to Sections 8 and 10 of the Charter Agreement. For this reason, we recommend that you contact the Office of Charter Schools to discuss any proposed changes prior to making by-laws changes. All proposed changes to by-laws (whether discussed with the Office of Charter Schools previously or not) should therefore be submitted to the Office of Charter Schools. Material by-laws changes are usually also material changes to the Charter Agreement requiring a formal revision of the Charter Agreement. See the Change In Program section of this Workbook for more information.

RELATED SOURCES OF INFORMATION		
Source	*Resource*	*Location*

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OFFICE OF CHARTER SCHOOLS	Charter Agreement	Sections 8 and 10

School Trustee Changes

PROCEDURES FOR ADDING A SCHOOL TRUSTEE	
❑ Select person over 18 years old with appropriate qualifications per the Charter Application, *and* who complies with the Charter Agreement restrictions *and* school by-laws requirements. ❑ Elect the *prospective* school trustee at a duly convened meeting of the school board with a quorum present. ❑ Submit a signed copy of the resolution electing the prospective trustee or of the signed minutes showing such election to the OFFICE OF CHARTER SCHOOLS. ❑ Have each prospective board member complete a Board Member Information Form and send it to the Office of Charter Schools either by e-mail or school mail. ❑ Submit an updated board list on the Current Board Members upon request of the Office of Charter Schools	
OFFICE OF CHARTER SCHOOLS Actions:	The Office of Charter Schools will review the information submitted. If all of the information is complete the Office of Charter Schools will acknowledge in writing the receipt of all information, after which the person may be seated as a school trustee. If the information is incomplete, the Office of Charter Schools will contact the school and request the missing information.

The prospective trustee must submit Board Member Information Form and send it to the Office of Charter Schools together with a copy of the board resolution approving the proposed trustee or the minutes showing such approval. It is a good practice to have the Board Member Information form filled out in advance of the board election so that all board members may benefit from the information provided. It is important that prospective trustees provide full and complete responses to each of the questions on the form because individual board members assume a position which requires a significant amount of public trust and responsibility. At the same time, the school must also maintain a current list of school board members and other information on the Current Board Members log in the Current Information folder at the Charter School Information and Reporting site.

Please note that the charter school's by-laws should be reviewed before electing a proposed member. The school must know the number of trustees it is supposed to have and must not exceed (or drop below) that number without amending its by-laws, or voting to change the number, depending on the exact language of the school's by-laws. In cases where a school's by-laws contain an acceptable range of trustees (for example, 7-11), the school board must usually vote to change the number within the range in addition to electing a trustee. Otherwise, it will not be possible to properly determine a quorum or the number of trustee seats vacant on the board, which may be important for a number of governance reasons. Also, it is important to make certain that the correct "class" of trustee in being elected. In other words, if a parent or teacher representative must be elected to a board seat that should be known.

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Some Charter Agreements contain restrictions on board membership, which must also be reviewed prior to submitting a proposed trustee for a vote. Please also note that a trustee who is replacing a trustee who has resigned takes over the term of the resigned trustee. For example, if a charter school's board is staggered into trustees with 1, 2 and 3 year terms, and a trustee with a 1 year term resigns, then the new trustee that replaces the resigning trustee will only have the remainder of that 1 year as a term, and will then have to be re-elected. The board secretary should carefully track such terms because the extent to which a school follows its by-laws is a factor in reviewing organizational viability when a school seeks charter renewal.

Special Note Related to Reducing the Number of School Trustees

Generally, changes to by-laws require approval of the Office of Charter Schools as described more fully above. However, if your by-laws give a range of trustees (e.g., 7-11) and the school will not be reducing the number of trustees below that range, the school need only notify the Office of Charter Schools regarding such change. Also, if the school is reducing its number of trustees by only a small amount (e.g., 9 to 7), that change is not likely to be a material change and will not likely require a formal revision of the school's Charter Agreement. The school must however, notify the Office of Charter Schools of its intention to reduce the number of trustees and the Office of Charter Schools will inform the school of whether or not a formal revision is needed.

RELATED SOURCES OF INFORMATION

Source	*Resource*	*Location*
OFFICE OF CHARTER SCHOOLS	Charter Agreement Request for Information from Prospective Charter School Board Member Current Board Members List	Sections 8 and 10 Office of Charter Schools
State	TN Non-Profit Corporation Law	http://fogbees.homestead.com/files/advocacy/TNCA.pdf

Policy Development and Implementation

A charter school's board of trustees is charged with the responsibility to oversee both the school's academic program, as well as its organizational viability. With regard to the latter, charter school boards must develop various policies and monitor their implementation. The foundations of these policies, or in some cases the whole policies, are contained in your final Charter Application, which is part of the larger Charter Agreement.

It is in the interest of every school to inform families who choose to enroll their students in a charter school of the various policies and procedures that govern the school's operation. As a result, through the Pre-Opening Action process, new charter schools will create a range of policies

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and procedures and submit them to the Office of Charter Schools for review. At the same time or before, parents of children admitted through the lottery system will be receiving information regarding the upcoming school year. These policies are described in further detail below.

Please note that school fiscal policies are covered in the Initial Statement of Fiscal Policies and Procedures section, below.

Recruitment and Enrollment Policy

Pre-Opening Actions Checklist items discussed in this section are as follows:

Students and Parents	
Item	**Deliverable**
Student enrollment procedures have been documented and a student roster is available to teachers.	Summary of school enrollment statistics, including number of currently enrolled students, number of students on the waiting list, and copies of student rosters. Documents pertaining to any lotteries held.

Although the Pre-Opening Action item related to student enrollment procedures listed above is due at the time of the Pre-Opening Action Visit, the enrollment procedures are usually done long before the Pre-Opening Action Visit. Once again, this Pre-Opening Action serves as a double-check for information that was already due to the Office of Charter Schools. In most cases, therefore, schools will have submitted the enrollment information before the Pre-Opening Action Visit and will only need to supply proof of the class roster information.

RECRUITMENT AND ENROLLMENT PROCEDURES *Begin: Immediately after charter is granted* *Due Date: Winter, prior to school's opening, according to MNPS Policy*	
❑ Comprehensive polices for admissions, enrollment and attendance must be drafted and approved by the school board. ❑ Write the Student Application for Admission. ❑ Plan and document student recruitment and school marketing efforts. ❑ Prepare for the MNPS Application Period and Lottery date. ❑ Secure all necessary equipment, school numbers, connections and training to use the SIS and SMS student databases through the Office of Charter Schools. ❑ Collect applications, enter data into SAS, participate in the lottery, and notify parents and guardians of the results of the Lottery. Following notification of results and establishment of the waitlist, secure commitment from parents regarding their choice to enroll. Mark students enrolled in SAS, and they will be automatically entered into Chancery SMS as students in your school for the following year. Students may only be enrolled in one MNPS school, including charter schools, at a time. ❑ Complete recruitment and enrollment report and submit it to Office of Charter Schools through the Charter School Information and Reporting site.	
OFFICE OF CHARTER SCHOOLS	The Office of Charter Schools will review the school's admission and enrollment

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Actions:	materials. If the Office of Charter Schools finds the outreach and marketing efforts of the school were inconsistent with applicable law or the Charter Application, the Office of Charter Schools may require the school to take remedial action, including, but not limited to, the following: 1) requiring the school to extend its enrollment period; 2) delay or void the school's random selection process; and/or 3) conduct further specified outreach and marketing steps.

Participation in the MNPS unified application and admission period offers tremendous support for charter schools. Unified student enrollment procedures, district wide communication of charter school options, and full data and reporting management through the SAS database. An annual fee is required for participation in the enrollment system, and the school must appoint a data entry person to participate in training and manage the data entry for all students who apply, enroll, decline enrollment, or are placed on waitlists. However, participation in the system includes preparation of reports required by the Charter School Law.

Student Application for Admission

The Application for Admission is the form charter schools will distribute and make available to students applying to the school. In drafting the Application for Admission, please remember that the school should only seek information that is necessary for admitting students, such as name, age, address, school district of residence, grade and contact and preference information. In recognition of the need to plan and staff for incoming students, a school may ask for additional information (including special education or English language learner status), but only so long as the Application for Admission makes completely clear that providing the additional information is voluntary, not necessary for submitting the application, and will have no bearing on the student's potential admission to the school. The better practice is to require such information *after* students have been selected for enrollment through the lottery process. Please note that a charter school can provide a preference to students at risk of academic failure or limit admission to a single sex only to the extent provided for in the Charter Application. In addition, each school must afford the preferences set forth in the Charter Schools Act[13] for siblings, returning students (not applicable to new schools) and students residing in the district of location.

Change In Program Note

Any changes to preferences for students at risk of academic failure, or any changes in single sex admission require prior written approval of the Office of Charter Schools. Such changes may also require formal revision to the school's charter. For that reason, any such potential changes should be brought to the attention of the Office of Charter Schools well in advance of application

13 Charter School Admission Policy, SBO 1.107.

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deadlines. Please consult the Change In Program section of this Workbook for further information on charter revisions.

The Application for Admission should prominently display the date (and hour, if applicable) it is due. That date should correspond to the date on which the school's Application Period ends. It is essential that the Office of Charter Schools receives the school's Application for Admission prior to the start of the school's recruitment efforts so that the school has time to respond to any changes that may be necessary in order to make the application consistent with the Charter Schools Act and particularly those) provisions regarding non-discrimination and statutory preferences.[14]

Student Recruitment and School Marketing Efforts

With the goals of ensuring that all available student seats are filled and admissions are open to all students, *all* charter schools should carefully plan and document their student recruitment and school marketing efforts.

While individual schools are responsible for collection, time stamping, and entry of all applications, the Office of Charter Schools will also distribute a common charter school application in the same manner as it distributed its magnet school applications. Common applications should also be submitted directly to schools, but those returned to MNPS will be delivered to the charter schools for entry. Common applications will be accepted during the application period ONLY. Following the lottery, all other applications received must be received at individual schools and added to the school's waitlist in the order received.

Application Period and Lottery Date

Student applications submitted during the student Application Period should be accepted as timely. Remember that all applications that are timely must be included in the lottery if one is required to be held, (in other words, if timely applications exceed spaces in the school). The Application Period can start before or after the school actively begins to recruit students. The Application Period is set by MNPS for the purpose of supporting charter schools in administering data entry, lotteries, and enrollment choices.

The open application period will run at least 30 days according to the annual Charter School Admission Calendar. If the number of applications at any charter school does not exceed the capacity of its program, class, grade level or building, then all students submitting completed applications by the application deadline will be admitted. In any individual charter school's program, class, grade level, or building for which the number of applications exceeds capacity, a lottery will be conducted to assign available space and construct waitlists.

Student Eligibility

Enrollment in Davidson County is open to all students residing within the jurisdiction of the chartering authority (MNPS). TCA 49-13-106.

Lottery

[14] Charter School Admission Policy, SBO 1.107.

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The lottery for available space shall be administered by MNPS in consultation with affected charter schools. In any school's program, class, grade level, or building for which applications exceed capacity, the following lottery sequence, mandated by TCA 49-13-113, shall be used. The following sequences determine lottery preference among ELIGIBLE students. These categories do not create eligibility to attend a charter school. The lottery for available space shall be administered by MNPS in consultation with affected charter schools. In any school's program, class, grade level, or building for which applications exceed capacity, the following lottery sequence, mandated by TCA 49-13-113, shall be used. The following sequences determine lottery preference among ELIGIBLE students. These categories do not create eligibility to attend a charter school.

Priority of Enrollment
A charter school shall enroll an eligible pupil who submits a timely application, unless the number of applications exceeds the capacity of a program, class, grade level or building. If applications exceed the planned capacity of a charter school, the following preferences shall apply:

- Pupils in attendance in the previous school year at any public school that converts to become a public charter school
- Pupils attending public schools within the LEA service area in which the public charter school is located, if those pupils would otherwise be included in the area in which the public charter school will focus.
- Children residing within the LEA service area in which the public charter school is located, but who are not enrolled in public schools, if those children would otherwise be included in the area in which the public charter school will focus
- Children residing outside the LEA in which the public charter school is located and whose needs would be included in the are in which the public charter school will focus.
- Preference may be afforded to the siblings of a pupil who is already enrolled and to the children of a teacher, sponsor or member of the governing body of the charter school, not to exceed 10% of total enrollment or twenty-five (25) students, whichever is less.

Applications Following the Lottery
Applications completed after the lottery deadline may be accepted at the individual schools only and will be placed on the waitlists following the lottery results in the order they are received.

Notification and Enrollment
Following the lottery, students selected for admission to a charter school shall be notified of their admission and asked to make an enrollment decision. Charter schools may find that many parents and guardians submit applications to multiple schools in order to maximize the number of educational options available to them. As a result, the Office of Charter Schools recommends that charter schools engage in a process of confirming a parent/guardian's intent to enroll his/her child in the charter school. Doing so will provide a more accurate representation of enrollment figures to both the charter school and the Office of Charter Schools. This also presents an opportunity to gather special education (IEP) and dominant language (English Language Learner (ELL)) information from parents such as a Home Language Questionnaire. Following the enrollment decision period, the schools may begin enrolling students from their waitlists. Students may only be enrolled in one MNPS public school at a time. The decision to enroll in a public charter school carries with it the decision to withdraw from any previously selected public school option through MNPS.

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Giving away a child's seat is risky because the Charter School Law is silent on the process. **A school is well-served by having explicit procedures in place for handling such situations and letting parents know what information is required, when it is required after a child is given notice of selection by the lottery and what the consequences will be if the information is not received.** Questions regarding dropping students from enrollment due to lack of attendance should be addressed to the Office of Charter Schools.

Schools should also have a clear policy on admissions from the waiting list, or if there is not a waiting list, admissions during the year. Some schools do not wish to admit students after a certain point in the school year. If this is the case, the school should inform those on the waiting list of such a policy and have a clear cut-off date in its policy. In the absence of such a policy, the school should have clear promotion requirements (which the school should have anyway) so that parents enrolling students late in the year are not disappointed if their children are not advanced to the next grade.

PRE-OPENING ACTION TO-DO LIST: RECRUITMENT AND ENROLLMENT *Begin: Immediately after charter is granted* *Due Date: At time of Pre-Opening Action Visit with* Office of Charter Schools	
❑ Document student enrollment procedures and submit to Office of Charter Schools per above procedures. ❑ Draw up student rosters for each class.	
Required Deliverable(s) at Time of Pre-Opening Action Visit:	Copies of teacher Student Rosters. Prior to the Pre-Opening Action Visit, the Office of Charter Schools will also check that the following documents have been previously submitted, and if not, will request that copies of the following are available: • Application for Admission; • Waitlist and admission policies.

RELATED SOURCES OF INFORMATION		
Source	*Resource*	*Location*
OFFICE OF CHARTER SCHOOLS	Charter Agreement	Sections 2.1 and 2.3.4
	Charter School Admission Policy	TDOE Website
STATE DOE	TN Charter School Act	TCA 49-13-106; TCA 49-13-111

Policies and Procedures Regarding Students' Academic and Health Records

Pre-Opening Actions Checklist items discussed in this section are as follows:

Students and Parents	
Item	**Deliverable**

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The school has developed required policies relating to student discipline (including SPED students), complaints/grievances, FERPA, ORA, Open Meetings Law, and has made appropriate policies available to students and their families in the Student and Family Handbook.	Copy of Student and Family Handbook containing the specified policies, including FERPA access. Written assurance that Student and Family Handbooks (containing such policies) have been distributed. Copy of FERPA procedures for storage/handling of student files in school.
Student records have been received or requested. Principal has reviewed all student records within 10 days of receipt.	Copies of incoming student records or written assurance from the school. Copy of the records certification form is in each cumulative folder*
Student academic, attendance, discipline, and testing records have been stored in locked cabinets.	Copies of incoming student records or written assurance from the school. Locked storage is present at time of Inspection.
Student health records have been separated from academic records and are in locked storage in the office of the school nurse.	Copies of incoming student records or written assurance from the school. Copy of school health record procedures. Locked storage is present at time of Inspection.
Operations	
Item	**Deliverable**
Provisions have been made for student immunizations.	Immunization records or proper exemption forms; or Written assurance that students who do not have such records will be barred from school after 14 days.

PRE-OPENING ACTION TO-DO LIST: STUDENTS' ACADEMIC AND HEALTH RECORDS
Begin: Immediately after charter is granted
Due Date: At time of Pre-Opening Action Visit with Office of Charter Schools

- ❑ Request copies of students' academic and health records (including immunization records) from their former school districts or schools (charter, parochial, private), or directly from parents (especially in the case of kindergarteners) including records regarding each student's attendance and discipline history, records of the student's performance on standardized assessments, as well as Individualized Education Programs (IEPs) and 504 plans.
- ❑ Purchase separate locked storage for students' academic and health records, and distribute records accordingly.

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Required Deliverable(s) at Time of Pre-Opening Action Visit:	Copies of incoming students' records (including IEPs) or written assurance from the school that such records will be obtained by a date certain. Locked record storage at time of Pre-Opening Action Visit for both academic records and health records.

Once the enrollment process has been begun, new charter schools should acquire copies of each student's academic and health records from his/her previous MNPS school or directly from parents. This includes those records regarding each student's attendance and discipline history, records of the student's performance on standardized assessments, as well as Individualized Education Programs (IEPs), Rehabilitation Act section 504 plans (modification plans for special equipment, extra time, etc.), and health records, including immunization records, health histories, physical testing records (vision, hearing, scoliosis, etc.). Doing so will increase the likelihood that the charter school will be better able to meet the particular needs of its students. As needed, policies or reminders related to records should be placed in the school's student/family handbook publication, especially if annual or other updates to information may be needed.

As a matter of legal obligation, charter schools enrolling students with existing IEPs are required to provide all services on that IEP as written beginning with the first week of school. This is only practical if the school has the IEP in advance and has staff or consultants in place to provide the services, or has requested the school district of the child's residence supply the services (all of which must be done in advance). Timely data management related to student enrollment and training on Easy IEP should provide all the IEP information available. See the Serving Students with Disabilities section of this Workbook, above, for more information on delivery of special education services.

Once the records have been received, the charter school has an obligation to ensure that records are only accessed by appropriate individuals and that students' confidentiality is protected. See the Family Educational Rights and Privacy Act (FERPA) Policy section, below. Charter schools should purchase locked storage for student academic records, as well as a separate storage unit for student health records to be located in the office of the school nurse. Records folders for incoming kindergarten students should also be set up.

*Consent Decree #3.07-CV-799 US District Court, Middle District of Tennessee, February 9, 2010

Discipline Policies for Regular and Special Education Students

Pre-Opening Actions Checklist items discussed in this section are as follows:

Students and Parents	
Item	**Deliverable**
The school has developed required	Copy of Student and Family

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policies relating to student discipline (including SPED students), complaints/grievances, FERPA, ORA, Open Meetings Law, and has made appropriate policies available to students and their families in the Student and Family Handbook.	Handbook containing the specified policies, including FERPA access. Written assurance that Student and Family Handbooks (containing such policies) have been distributed. Copy of FERPA procedures for storage/handling of student files in school.

PRE-OPENING ACTION TO-DO LIST: DISCIPLINE POLICIES FOR REGULAR AND EXCEPTIONAL EDUCATION STUDENTS *Begin: Immediately after charter is granted* *Due Date: At time of Pre-Opening Action Visit with* Office of Charter Schools	
❑ Read Sections 2.1- 2.5 of the school's Charter Agreement. ❑ Review discipline policies in school's Charter Application. ❑ Enhance the school's discipline policies in its charter application, including provisions for the discipline of exceptional education students, as needed. ❑ Draft a plain language version of the discipline policies for distribution in the student/family handbook publication, and employee or teachers' manual. ❑ Draft and post classroom materials for students regarding discipline policy.	
Required Deliverable(s) at Time of Pre-Opening Action Visit:	Copy of final, official discipline policies for regular and exceptional education students. Copy of discipline policies within student/family handbook publication or other publication to be distributed to students and/or parents. Evidence or written assurance that student/family handbook or other publications containing discipline policies have been distributed to parents and students.

It is the experience of many charter schools that the creation and effective implementation of the school's discipline policy is highly important to the success of the school. The freedom to shape the school's discipline policy to match the educational vision of the school's leadership team (so long as such policy provides for fundamental due process), is one of the signal advantages given to charter schools.

Rather than providing a discipline policy that contains only negative consequences for violations of the policy, some schools have integrated into their discipline policy a system of rewards for good conduct. However, the school's discipline policy must specify the following:

- the substantive acts for which a child may be disciplined;
- the consequences (or range of consequences) resulting from committing each such act (including suspension or expulsion);

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- the due process procedures that the school will follow in applying its discipline policy;
- the individuals responsible for carrying out the discipline policy; and
- that alternative instruction will be provided to students that are suspended (either in-school or out-of-school).

Alternative Instruction

A charter school, like its district public school counterparts, is obligated to provide alternative instruction to students who are suspended, whether in-school or out-of-school. Such instruction can be at a location and time of the school's choosing, so long as each is reasonable and the student has notice of it. For instance, a school can choose to provide tutoring to a suspended student at the school, the student's home or some other reasonably accessible location, either during the school day or before or after school hours. Alternative instruction means actual instruction as opposed to simply giving homework or assigning self-study. The quality of the instruction is to be designed to allow the student to keep pace with school work, receive all assignments, tests, quizzes, etc. and generally advance with the curriculum. Alternative instruction for one-day suspensions may be provided in the school on the next school day, and should be documented. For example, a student could come in early or stay late or skip recess to receive the alternative instruction. Alternative instruction must be provided by qualified instructors, i.e., certified or allowable non-certified instructors that are NCLB highly qualified. (See the Number and Qualifications of Instructional Staff section, above, for more information.)

As a best practice, schools may want to include a reasonable amount of alternative instruction in their expulsion policies to give parents time to enroll students in a district, charter or private school. Charter schools, as mandatory child abuse reporters are also obligated to report parents who intentionally withhold children from education without adequate reason for such action. Schools should also notify and work with the with MNPS when a child is being expelled from the charter school and may be rejoining the district.

Due Process

It is important to note that some U.S. Constitution 14th Amendment due process protections apply to suspensions of less than 10 days based on U.S. Supreme Court case law (*Goss v. Lopez*, 419 U.S. 565 (1975)), namely, a student's (parent's) right to know the reason for the suspension and the right to tell his or her side of the story prior to or shortly after commencement of the suspension. Greater protections apply to longer term suspensions and expulsions including additionally the right to counsel, to confront and present witness, and to challenge and present evidence. **When setting up procedures for the re-entry of suspended students, school leaders should recognize that while a school can have a parental/guardian meeting as part of the re-entry process, it cannot punish the student for the parent's failure to attend such a meeting. As the child has an independent right to a public education, it would violate due process to do so. In such cases, student should be re-admitted while the school continues to work with the parent(s) to schedule such a meeting.**

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Discipline of Students with Disabilities

Charter schools are subject to federal laws and regulations governing the discipline of students with disabilities, including, in particular, the requirements of the Individuals with Disabilities Education Improvement Act (IDEIA) and the federal Department of Education's implementing regulations. These regulations are highly specific as to discipline and the additional due process protections afforded affected students and parents. Accordingly, please review sections 519-529 of Part 300 of Title 34 of the Code of Federal Regulations (2002). As these regulations are highly technical, it may be best to consult the school's or outside counsel regarding interpretation.

In addition, note that 34 C.F.R. § 300.527 provides due process protections for a student who has yet to be evaluated but who the school knows may be eligible for referral to a CSE or who is undergoing evaluation for special education services (regarded as having a disability). Simply stated, the process is as follows. A charter school must notify the MNPS Office of Exceptional Education of any suspension of a exceptional education student of 10 days or more, or when the cumulative number of days of suspension reaches 10 because this may constitute a "change in program" for the exceptional education student. In addition, after 10 days of suspension the school must provide all exceptional education services listed on the IEP in addition to the regular alternative instruction. The MNPS Office of Exceptional Education may either create or modify an existing behavioral intervention plan for the student, and must review the relationship between the child's disability and the behavior subject to the disciplinary action (manifestation determination). If the behavior subject to discipline is determined to be part of the child's disability, then his or her IEP must be modified and the child cannot be disciplined in the same manner as a non-disabled child. If the behavior subject to discipline is determined not to be part of the child's disability, then he or she may be disciplined in the same manner as any other student. Charter schools should have procedures in place to ensure compliance with the above federal regulations.

Change In Program Note

Please note that the disciplinary policies implemented by the school must be consistent with the disciplinary policies listed in the school's Charter Application for a period of one year of operation. This does not mean that the school cannot make any changes to the policy and the Office of Charter Schools certainly encourages schools to make changes that clarify existing policies and bring them into compliance with applicable law, case law and regulations. Please contact the Office of Charter Schools regarding such changes.

After the first year of operation, a school may change its policy in a non-material manner at will so long as such changes conform to the law, including due process protections. Further, material changes to the discipline policy may be made so long as 1) the school board approved such changes, and 2) amendments are consistent with applicable law and due process. Amendments to disciplinary policies do not need prior approval of the Office of Charter Schools, but must be distributed to students and parents, and must be sent to the Office of Charter Schools together with a copy of the resolution or
school board minutes reflecting approval of the change by proper resolution

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of the school's board of trustees. The charter revision process described in the Change in Program section does not have to be followed, but the school may wish to have the Office of Charter Schools evaluate such changes prior to implementation for legal compliance.

Related Sources of Information		
Source	*Resource*	*Location*
USDOE	Special Education and Rehabilitative Services: IDEA 2004 Resources	US DOE Website

Complaint / Grievance Policy

Pre-Opening Actions Checklist items discussed in this section are as follows:

Students and Parents	
Item	**Deliverable**
The school has developed required policies relating to student discipline (including SPED students), complaints/grievances, FERPA, ORA, Open Meetings Law, and has made appropriate policies available to students and their families in the Student and Family Handbook.	Copy of Student and Family Handbook containing the specified policies, including FERPA access. Written assurance that Student and Family Handbooks (containing such policies) have been distributed; Copy of FERPA procedures for storage/handling of student files in school.

Pre-Opening Action To-Do List: Complaint/Grievance Policy *Begin: Immediately after charter is granted* *Due Date: At time of Pre-Opening Action Visit with* Office of Charter Schools	
❑ Review complaint policy in school's Charter Application. ❑ Enhance the school's complaint/grievance policy as needed. ❑ Place consistent version of the complaint/grievance policy in the student/family handbook publication.	
Required Deliverable(s) at Time of Pre-Opening Action Visit:	Copy of complaint/grievance policy within student/family handbook publication or evidence of its having been given to parents. Written assurance that student/family handbooks have been distributed.

Any individual or group may bring a complaint to a charter school's board of trustees alleging a violation of any law, including the Charter Schools Act (TCA 49-13), or of the school's charter. A charter school's board of trustees is therefore obligated to provide the policies and procedures by which these complaints can be handled promptly and fairly. Some schools include drafts of

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complaint policies in their Charter Applications. These policies sometimes need to be modified to add specific personnel or procedures. In addition, Section 2.2 of the school's Charter Agreement requires the complaint policy to be distributed will make those policies available to students, parents/guardians, school employees, the Office of Charter Schools, and any other persons who request it whenever changes are made to it. A suggested practice is to include a copy of the complaint policy in the school's employee manual. During the Pre-Opening Action Visit, Office of Charter Schools will be looking for evidence of distribution of the complaint policy, usually through the student/parent handbook or other publication.

A copy of this information must be given to each complainant upon determination of his or her complaint alleging a violation of law or Charter, together with the school's written determination of the complaint and any remedial action taken, and written notice of the complainant's right to appeal to the Office of Charter Schools and then the Board of Regents. Also included on the website is a grievance form, which may be adapted for use by your school.

Please note that under the formal statutory complaint policy, only allegations involving a violation of the charter or law should be alleged—and only appeals from those allegations will be heard by the Office of Charter Schools (and, perhaps, later the Board of Education). This formal policy is not for the kind of generic complaints that parents may often have, e.g., the child is not thriving in a particular teacher's class; two children should be in separate classes, etc. For this reason, it is a good practice to have an informal complaint policy in addition to your formal policy. However, if you have such a policy in place, it should make clear that the formal policy is available where it is appropriate (to handle allegations of violations of the law or charter) and that using the informal policy does not preclude use of the formal policy.

A well-fashioned complaint policy will clearly indicate how individuals may present grievances, how those grievances will be reviewed, and who will undertake that task, as well as the timeframe for disposing of a grievance.

Change In Program Note

A charter school must initially use the complaint policy set forth in its Charter Application, but then amend its complaint policies as it wishes so long as 1) the school board approved such changes, and 2) amendments are consistent with applicable law and due process. Amendments to complaint policies do not need prior approval of the Office of Charter Schools, but must be distributed to students and parents, and must be sent to the Office of Charter Schools together with a copy of the resolution or school board minutes reflecting
approval of the change.

RELATED SOURCES OF INFORMATION		
Source	*Resource*	*Location*
OFFICE OF CHARTER SCHOOLS	Grievance Policy	MNPS Website

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	Grievance Form	MNPS Website

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Family Educational Rights and Privacy Act (FERPA) Policy

Pre-Opening Actions Checklist items discussed in this section are as follows:

Students and Parents	
Item	**Deliverable**
The school has developed required policies relating to student discipline (including SPED students), complaints/grievances, FERPA, ORA, Open Meetings Law, and has made appropriate policies available to students and their families in the Student and Family Handbook.	Copy of Student and Family Handbook containing the specified policies, including FERPA access. Written assurance that Student and Family Handbooks (containing such policies) have been distributed. Copy of FERPA procedures for storage/handling of student files in school.

PRE-OPENING ACTION TO-DO LIST: FERPA POLICY *Begin: Immediately after charter is granted* *Due Date: At time of Pre-Opening Action Visit with* Office of Charter Schools	
❑ Write the school's FERPA policy, including policies and procedures for access to the school's student files by school employees. ❑ Give annual notice to families regarding the school's FERPA policy, preferably within the charter school's student/family handbook publication. ❑ Set up student files with proper FERPA protections and procedures. ❑ If applicable, draft notice to parents regarding FERPA directory information, and distribute to parents.	
Required Deliverable(s) at Time of Pre-Opening Action Visit:	Copy of FERPA Policy within student/family handbook publication. Copy of annual notice to families of FERPA policy within student/family handbook publication or otherwise distributed. If the school will have a publication containing FERPA "directory information," copy of FERPA directory notice with opt out, and proof of distribution to parents. Evidence that FERPA file confidentiality procedures are in place, including log sheets, lockable storage, etc. Written assurance that FERPA policy has been distributed.

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The federal Family Educational Rights and Privacy Act,[15] or FERPA, is a federal law that protects the privacy of student education records. While many of the practices regarding student records are mandated by FERPA, a charter schools must approve, implement, and inform parents of its policy with regard to types of allowable and restricted access to students' educational records. Tennessee includes guidance regarding FERPA on its website (Charter School Legal Issues (tn.gov)).

In general, FERPA states that parents or eligible students (defined as students over the age of 18 or those who attend a school beyond the high school level) have the right to inspect and review copies of the student's educational records. In most cases, schools are not required to make copies of these records for students or parents, but if the school does it may charge a small fee for doing so (the ORA fee would be appropriate.). Schools may not charge a fee for searching for records, and must supply records within 45 days, or in some cases, sooner. FERPA also states that parents or eligible students may request that a school correct educational records which they believe are incorrect or misleading, and that schools must have written permission from the parent or eligible student to disclose any information from a student's educational record, with some exceptions. These include:

- school officials with a legitimate educational interest;
- other schools to which a student is transferring;
- specified officials for audit purposes;
- appropriate parties in connection with an application for financial aid;
- organizations performing research for the school;
- accrediting organizations;
- to comply with a judicial order or lawfully issued subpoena;
- to comply with an *ex parte* order of the U.S. Attorney General in connection with the investigation or prosecution of terrorism;
- appropriate officials in cases of health and safety emergencies; and
- state and local authorities, within a juvenile justice system, pursuant to a specific state law.

The Office of Charter Schools views auditors hired by the charter school and management company employees working pursuant to a contract with the school to be within the above definitions.

Under certain conditions schools may disclose "directory information" (including a student's name, address, telephone number, date and place of birth, honors and awards, dates of attendance, and participation is sports or other activities) without consent from the parent or eligible student. However, if a school chooses to make this information available to the public, it must give public notice and inform parents and eligible students that it intends to share such information without consent, and allow parents and eligible students a reasonable amount of time to opt out of having their information shared prior to its publication. If a charter school intends to make such directory

[15] 20 U.S.C. § 1232g available at http://www4.law.cornell.edu/uscode/html/uscode20/usc_sec_20_00001232---g000-.html.

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information available in its first year of operation, Office of Charter Schools will want to review the FERPA notice and the evidence of is publication.

Charter schools must also notify parents and eligible students of their rights under FERPA on an annual basis. The school may choose the method for doing so; however the Office of Charter Schools recommends that this policy be included in the charter school's student/family handbook publication.

In addition, charter schools must set up their student files to be in compliance with FERPA[16] by including a log-sheet with each record that indicates each person who accessed the record, his or her agency or organization, and the legitimate purpose he or she had in accessing the record. Teachers and school administrators and staff that have a specific and legitimate need to review student records do not have to sign such logs. To prevent unauthorized access, student files should be kept in lockable storage. At the time of the Pre-Opening Action Visit, Office of Charter Schools will inspect student records and log-sheets.

RELATED SOURCES OF INFORMATION		
Source	*Resource*	*Location*
OFFICE OF CHARTER SCHOOLS	Confidentiality of Student Records	Student Records and Confidentiality (tn.gov)
USDOE	FERPA General Information	Family Educational Rights and Privacy Act (FERPA)
NARA	FERPA Regulations, 34 C.F.R. Part 99	Family Education Rights & Privacy Act (FERPA) Regulations
Cornell	FERPA Law	http://www4.law.cornell.edu/uscode/html/uscode20/usc_sec_20_00001232---g000-.html

Freedom of Information Law (ORA) Policy

Pre-Opening Actions Checklist items discussed in this section are as follows:

Students and Parents	
Item	**Deliverable**
The school has developed required policies relating to student discipline (including SPED students), complaints/grievances, FERPA, ORA, Open Meetings Law, and has made appropriate policies available to students and their families in the Student and Family Handbook.	Copy of Student and Family Handbook containing the specified policies, including FERPA access. Written assurance that Student and Family Handbooks (containing such policies) have been distributed.

[16] *See* 20 U.S.C. § 1232g(b)(4)(A); 34 C.F.R. § 99.32.

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	Copy of FERPA procedures for storage/handling of student files in school.

PRE-OPENING ACTION TO-DO LIST: ORA POLICY *Begin: Immediately after charter is granted* *Due Date: At time of Pre-Opening Action Visit with* Office of Charter Schools	
❑ Revise and enhance the school's ORA policy to make it a working policy. ❑ Draft required ORA "regulations" for the school. ❑ Draft required ORA lists. ❑ Draft required ORA public notice and post in school public space.	
Required Deliverable(s) at Time of Pre-Opening Action Visit:	Copy of ORA Policy within student/family handbook publication. Copy of ORA "regulations." Copy of ORA notice posted in public area of school. Written assurance that student/family handbooks have been distributed.

Charter schools are subject to the State's Open Records Act, or "ORA," which pertains to the public's right to access governmental records. Under this law, the public may request to obtain copies of or view certain charter school records.

When the Office of Charter Schools conducts the Pre-Opening Action Visit, it will review the school's working ORA policy, including the ORA "regulations," and examine the school's ORA lists, public notice and information in its student/family handbook publication.

Please keep in mind that ORA applies to both records in hard copy as well as electronic files (like e-mail) and records maintained through other media, such as audio or video recordings.

RELATED SOURCES OF INFORMATION		
Source	*Resource*	*Location*
TN Law	Open Records Act	Tennessee Public Records Act | MTAS
Comptroller's Office	Office of Open Records Counsel	Open Records Counsel (tn.gov)

Open Meetings Law Policy

Pre-Opening Actions Checklist items discussed in this section are as follows:

Students and Parents	
Item	**Deliverable**
The school has developed required policies relating to student discipline (including	Copy of Student and Family Handbook containing the specified policies, including

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SPED students), complaints/grievances, FERPA, ORA, Open Meetings Law, and has made appropriate policies available to students and their families in the Student and Family Handbook.	FERPA access. Written assurance that Student and Family Handbooks (containing such policies) have been distributed. Copy of FERPA procedures for storage/handling of student files in school.

PRE-OPENING ACTION TO-DO LIST: OPEN MEETINGS LAW POLICY *Begin: Immediately after charter is granted* *Due Date: At time of Pre-Opening Action Visit with* Office of Charter Schools	
❑ Revise and enhance the school's Open Meetings Law policy to make it a working policy. ❑ Coordinate with school board's corporate secretary regarding application of policy, in particular with respect to public and media notice provisions and process by which board meeting minutes will be sent to the Office of Charter Schools.	
Required Deliverable(s) at Time of Pre-Opening Action Visit:	Copy of Open Meetings Law policy within student/family handbook publication or otherwise distributed. Written assurance that student/family handbooks or Open Meetings Law policy have been distributed.

Charter school boards of trustees must follow the Open Meetings Law,[18] which allows members of the public to attend charter school board meetings and restricts what actions a charter school may take without a meeting or in private. Generally speaking, the Open Meetings Law pertains to any convening of the school's board of trustees at which the board intends to conduct the business of the school. This can include meetings at which the only business that the board plans to take up is a discussion, as well as those at which the school's board of trustees intends to take action.

The Open Meetings Law requires boards of trustees to give public notice of the date, time, and location of any board meeting. Public notice may be accomplished by posting notice of the meeting in one or more designated public locations *and* providing at least one media notice or advisory. Your policy should be drafted so that copies of both types of notices are kept with the required minutes of school board meeting or kept in a separate notice file. For those circumstances which require that the school's board meet with less than one week's notice, the board must notify both the public and the news media "to the extent practicable" at a reasonable time prior to the meeting.

Certain types of hearings as well as judicial or quasi-judicial proceedings like suspension or expulsion hearings are not covered by the Open Meetings Law. In addition, any matter made confidential by state or federal law (IDEA hearings, for example) are also not covered by the Open Meetings Law even if a quorum of school board members are present.

[18] TN Open Meetings Law SCD_R03.pdf (tn.gov)

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The Open Meetings Law also requires that meeting minutes of both open and executive sessions be compiled and made available to the public. For open sessions, the minutes must contain a "record or summary of all motions, proposals, resolutions and any matter formally voted upon and the vote thereon," and must be available within 2 weeks of the meeting.

RELATED SOURCES OF INFORMATION		
Source	*Resource*	*Location*
Tennessee	Open Meetings Law Your Right to Know	SCD_R03.pdf (tn.gov)

Code of Ethics

CODE OF ETHICS PROCEDURES/BEST PRACTICES *Begin: At time charter is issued* *Due Date: As employees are hired or as trustees take office*	
❑ Distribute the code of ethics from the Charter Application to school trustees, officers and employees. ❑ Draft policy or procedure for employee manual or similar publication that incorporates receipt of code of ethics by each employee. ❑ Draft policy or procedure for school board manual or similar publication that incorporates receipt of code of ethics by each new board member.	
OFFICE OF CHARTER SCHOOLS Action:	The Office of Charter Schools may at any time check that the code of ethics has been distributed to trustees, officers and employees, and at renewal reviews the school's record of abiding by its code of ethics.

If the school's code of ethics is geared toward school trustees only, the school should inform employees of its application to them as well, and may need to supplement or clarify it. Codes of ethics typically deal with issues such as self-dealing transactions and conflicts of interest. Violation of a code of ethics may be grounds for dismissal from employment or removal from office or trusteeship.

Note that many sets of school by-laws also contain conflict of interest provisions to which school trustees and/or employees must conform.

Change In Program Note

A charter school cannot amend its code of ethics without prior written approval of the Office of Charter Schools. See the Change in Program section of the Workbook for more information about Charter Agreement changes.

ADEQUACY AND ACCESSIBILITY OF SCHOOL FACILITY

Aside from the challenging, yet rewarding work of the academic preparation of its students, finding, renovating and equipping an appropriate school facility is likely the most difficult trial a new charter school will face. Invariably the process takes longer than expected and costs more than budgeted. This challenge is complicated by the fact that federal and state laws, as well as local regulations,

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require all public school facilities to pass certain inspections and be programmatically accessible to persons with physical disabilities.

The school board and leadership must be aware that the Office of Charter Schools will not sacrifice the health, safety or welfare of students in order to allow a school to open on time or at all. One of the reasons schools are encouraged to take a planning year is to make certain their facilities are ready for students and have passed all governmental approvals. It has been the experience of the Office of Charter Schools that charter schools often do not allow enough time for local building departments to inspect work and issue certificates of occupancy. In addition, while a charter school may be able to keep its own contractors on schedule, it often cannot do so with municipal or public utilities for such services as electricity, phone/DSL, water, gas, and sewer. Unforeseen legal issues such as liens, easements, variances and rights of way may also slow progress on building completion.
Moving equipment and supplies into a new space is also very time consuming and cannot be fully completed while trade work is on-going. Please allow enough time to adequately deal with these issues. Moreover, while it is important to keep the Office of Charter Schools informed regarding building progress, it is perhaps more important to keep parents apprised of an accurate opening date.

Lease or Purchase Agreement, Facility Completion Schedule, Certificate of Occupancy

Pre-Opening Actions Checklist items discussed in this section are as follows:

Facilities and Fixtures	
Item	**Deliverable**
Available space (including classrooms, restrooms, and special purpose space) meets the requirements of the program and the number of students enrolled.	Inspection at time of Pre-Opening Action Visit.
Space is accessible to all students (including handicapped students), clean, and well-lit. If building is not required to be handicap accessible, procedures for reasonable accommodation of such persons are in place.	Inspection at time of Pre-Opening Action Visit.
A certificate of occupancy (or equivalent) is on file, as well as any other appropriate certificates of inspection or permits.	Copy of certificate of occupancy and other appropriate certificates of inspection or permits.
Space is safe and secure; entrance and egress from the school's space is adequately controlled.	Inspection at time of Pre-Opening Action Visit.

Although most of the Pre-Opening Actions items related to school facilities listed above are due at the time of the Pre-Opening Action Visit, the identification of a school facility and others may take place long before the Pre-Opening Action Visit. In some cases, the school has identified a facility in its Charter Application. If the same facility will be used for instruction in the first year of operation,

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no further notification regarding facility identification is required. To identify a new or different facility to the Office of Charter Schools follow the procedures below.

FACILITY IDENTIFICATION PROCEDURES *Begin: Before or at the time of filing of charter application or when charter is granted* *Due Date: Within 10 days of a school facility having been identified*
❑ If not identified in the Charter Application, locate a school facility which will be adequate to deliver the educational program. ❑ Notify the Office of Charter Schools in writing of the exact location of the school facility as soon as it has been identified.

Required Deliverable	Notification to the Office of Charter Schools

The school's facility use agreement, whether it be a lease, mortgage, or memorandum of understanding or occupancy or other agreement, must be approved by the Office of Charter Schools and executed well before the Pre-Opening Action Visit. The time frames and procedures are set forth below.

PROCEDURES FOR SCHOOL FACILITY AGREEMENT, FACILITY COMPLETION SCHEDULE, AND CERTIFICATE OF OCCUPANCY *Begin: Time of filing of charter application* *Due Dates: Prior to May 15 of the year that the school intends to provide instruction for the first time*; *At time of Pre-Opening Action Visit with* Office of Charter Schools*.*	
❑ Draft/revise a proposed lease or purchase agreement for approval by the school's board of trustees with the assistance of legal counsel. ❑ Enter into the lease, purchase or other facility agreement *prior to March 30 of the year that the school intends to provide instruction for the first time*. ❑ Obtain a legal review of the final proposed lease or purchase agreement from the school's counsel, and submit it to the Office of Charter Schools along with an executed copy of the lease or purchase agreement *prior to May 15 of the year that the school intends to provide instruction for the first time* for the Office of Charter Schools review and approval. ❑ Create a Facility Completion Schedule and submit it to the Office of Charter Schools *prior to May 15 of the year that the school intends to provide instruction for the first time*.	
Required Deliverables on May 15th:	Executed copy of the school's lease or purchase agreement. Letter from the school's outside legal counsel attesting that the final lease, purchase or other facility use agreement has been reviewed. Copy of the School Facility Completion Schedule.
OFFICE OF CHARTER SCHOOLS Action:	Office of Charter Schools will review the facility agreement and Facility Completion Schedule and determine whether the school will be able to obtain all required permits to operate the school and open as scheduled. By July 15th prior to the school opening, the Office of Charter Schools will notify the school in writing whether the facility agreement and Facility Completion Schedule are adequate and provide its reasoning in writing.

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	If the Office of Charter Schools determines that the school will not be able to open on time, it may: 1. notify the school that it cannot open until the following school year; or 2. determine that another opening date is appropriate or waive the restriction and extend the due date for the facility agreement and/or the Facility Completion Schedule and condition such waiver or extension on receipt of, and modifications to, those documents.

Charter schools must obtain a certificate of occupancy (C of O) before commencing instruction. Therefore, one of the key outcomes of the Facility Completion Schedule is getting the C of O.

Prior to May 15 of a charter school's first year of operation it must have entered into a lease, purchase agreement or other such agreement which has been reviewed by counsel to the school. To demonstrate that the school has completed this item it must submit to the Office of Charter Schools the facilities agreement (for review and approval) and a letter from the school's legal counsel attesting that the lease or purchase agreement has been reviewed. *In the event that a facility agreement is not in place by May 15, the school may not be able to commence instruction until the start of the school year succeeding such scheduled start date,* subject to having met the same conditions the next year.

In the event that the Office of Charter Schools *finds that it is unlikely that the proposed school facility will be completed and that the C of O and all other permits will be obtained in time for the scheduled school opening, the MNPS Board of Education may require the school to delay commencement of instruction until the next academic year*. If The MNPS Board of Education requires such delay, the Office of Charter Schools shall provide the reasons in writing to the school by July 15 of the year in which the school is then scheduled to open. If a school has a summer program that opens before July 15, the Office of Charter Schools will adjust its schedule accordingly. While the Office of Charter Schools may waive the May 15th deadline for a school in extraordinary circumstances, it is rarely done and subject to the same concerns regarding student health and safety and parental planning discussed above.

New charter schools must also ensure that they locate within a facility that offers space (including classrooms, restrooms, and other special purpose spaces) that meets the requirements of the school's program (as described in its Charter Application), the number of students to be enrolled, and the Charter Schools Act.

PRE-OPENING ACTION TO-DO LIST: SCHOOL FACILITY; CERTIFICATE OF OCCUPANCY *Begin: Time of filing of charter application, depending* *Due Dates: At time of Pre-Opening Action Visit with* Office of Charter Schools*.*
❑ Obtain rights to space that conforms to the school's educational program and that can accommodate the intended number of students. ❑ Obtain the approval of the Office of Charter Schools for the facility per the procedures above *by May 15*. ❑ Make certain the space is accessible (i.e., space is free of work hazards, equipment and persons) *by the time of the Pre-Opening Action Visit*.

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❑ Make certain the space is secure in terms of basic building security (locks work, doors are on hinges, etc.) (security staff and procedures are discussed in the School Building Safety section, below) *by the time of the Pre-Opening Action Visit*. ❑ Obtain a Certificate of Occupancy and any other required permits from local building department *before Pre-Opening Action Visit.* ❑ Make certain each room has emergency exit plans (maps) that will not be covered by curricular materials or equipment *by the time of the Pre-Opening Action Visit*. ❑ Ensure that there is adequate signage for the school, and that they school building is appropriately numbered for emergency response purposes *by the time of the Pre-Opening Action Visit*.	
Required Deliverable(s) at Time of Pre-Opening Action Visit:	A facility that meets all requirements discussed in this Workbook to be inspected by Office of Charter Schools at the time of the Pre-Opening Action Visit, including having posted safety and evacuation plans in each classroom, school signage and building number for emergency response purposes.

At the time of the Pre-Opening Action Visit, the school space must be clean, free of debris, and well-lit. Facilities that are not ready for inspection by Office of Charter Schools include those in which construction is on-going (with the exception of minor punch-list items that will be complete before the first day of classes). In other words, the school's facility must be fully prepared to open its doors to students at the time of the Pre-Opening Action Visit in order to be authorized to begin instruction.

Note that the Office of Charter Schools reserves the right to visit (or have a consultant visit) your facility while under construction/renovation in order to make its determination regarding whether or not the school is likely to open on time.

After the Pre-Opening Action Visit, a school must ensure that the facility agreement and C of O (and other permits) are valid and in force at all times that the Charter Agreement is in effect. Therefore, temporary C of Os must be replaced by permanent ones and other steps must be taken to continue occupancy of the school facility like renewing one year leases, etc.

Adequacy and Accessibility of School Facility, including Compliance with the Americans with Disabilities Act

Pre-Opening Actions Checklist items discussed in this section are as follows:

Facilities and Fixtures	
Item	**Deliverable**
Space is accessible to all students (including handicapped students), clean, and well-lit. If building is not required to be handicap accessible, procedures for reasonable accommodation of such persons are in place.	Inspection at time of Pre-Opening Action Visit.

PRE-OPENING ACTION TO-DO LIST: ADEQUATE AND ACCESSIBLE SCHOOL FACILITY

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Begin: Time of filing of charter application, depending on whether or not the school takes a planning year *Due Dates: At time of Pre-Opening Action Visit with* Office of Charter Schools	
❑ Ensure that school buildings are ADA compliant or that school has adequate plans to accommodate students with physical disabilities (as permitted by the ADA).	
Required Deliverable(s) at Time of Pre-Opening Action Visit:	Inspection of the school facility by Office of Charter Schools at the time of the Pre- Opening Action Visit, including plans to reasonably accommodate disabled children or others not able to access the school building.

It is the responsibility of the charter school to ensure that its space is programmatically accessible to all students (including handicapped or disabled students). If the building is permissibly not handicapped accessible, the charter school must submit procedures for the reasonable accommodation of handicapped persons as part of the Pre-Opening Action process. This is true even if the currently enrolled student body does not include any students with known physical disabilities.

Further, the federal Americans with Disabilities Act[19] (ADA) applies to the buildings used by charter schools. As different ADA rules apply to existing buildings versus new construction or major renovation, consult with an architect or attorney regarding ADA compliance before approving construction design.

Separately, please note that charter schools, like any other employer, must post a variety of state, local and federal labor and health law notices related to such topics as minimum wage, unemployment insurance, equal employment opportunity, etc. Further information on federal notices is available at http://www.dol.gov/osbp/sbrefa/poster/matrix.htm. Schools with food preparation facilities must also post "employees must wash hands" posters in bathrooms to be used by food service workers.

RELATED SOURCES OF INFORMATION		
Source	*Resource*	*Location*
USDOL	ADA text	Americans with Disabilities Act of 1990,AS AMENDED with ADA Amendments Act of 2008
USDOJ	ADA information including Checklist for Readily Achievable Barrier Removal	http://www.ada.gov/
USDOL	Workplace Poster Requirements	Workplace Posters | U.S. Department of Labor (dol.gov)

Insurance Coverage

Pre-Opening Actions Checklist items discussed in this section are as follows:

Facilities and Fixtures	
Item	**Deliverable**
Certificates of insurance are on file,	Copy of certificate of insurance or

[19] 42 U.S.C. § 12101 *et seq*. available at http://www.ada.gov/.

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meeting at least the minimum levels required by the Charter Schools Act and Metropolitan government including a provision to provide notice to the Charter Schools Office of Charter Schools of any material change, non-renewal or termination of the policy.	insurance policy or binder.

New charter schools must obtain insurance coverage for liability, property loss, sexual abuse and the personal injury of students as well as any other insurance that the school deems necessary or is set forth in the Terms of Operation of the Charter Agreement. These insurance policies must be in effect by July 30 of the year in which the school's charter is granted. In the case of liability insurance policies must be in force by the date that the school contracts with any employee. As the Pre-Opening Action Visit may occur significantly after these dates, the above Pre-Opening Action item serves as a check on the school's prior compliance. Charter schools must submit certificates of insurance or other satisfactory proof evidencing coverage within 5 days of the commencement of each such policy. Copies of full insurance binders are acceptable but not required; certificates will suffice. All such insurance policies must contain a provision requiring notice to the Office of Charter Schools, at least 30 days in advance, of any material change, non-renewal or termination of the policy. This may also be accomplished by listing the Office of Charter Schools as an "additional insured," but it is not necessary to do so.

PRE-OPENING ACTION TO-DO LIST: CERTIFICATES OF INSURANCE *Begin: Time of identification of school building(s); in the case of liability insurance, prior to the first date the school contracts with any employee.* *Due Dates: At time of Pre-Opening Action Visit with* Office of Charter Schools.	
❑ Ensure that school buildings, property, vehicles are covered by adequate insurance and/or as set forth in the Charter Application and that certificates of insurance are on file with the Office of Charter Schools ❑ Make certain each insurance policy contains provisions giving 30-day notice to the Office of Charter Schools of any material change, non-renewal or termination of the policy, *or* listing the Office of Charter Schools as an additional insured.	
Required Deliverable(s) at Time of Pre-Opening Action Visit:	Copy of certificates of insurance or insurance policies or binders to include provisions for notification of the Office of Charter Schools described above.

School Building Safety

Pre-Opening Actions Checklist items discussed in this section are as follows:

Facilities and Fixtures	
Item	**Deliverable**
Space is safe and secure; entrance and egress from the school's space is adequately controlled.	Inspection at time of Pre-Opening Action Visit.
Operations	
Item	**Deliverable**

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There are written plans for such life safety procedures as fire drills and emergency evacuation, including school safety plans in accordance with Project SAVE.	Copies of school safety and evacuation plans are posted in each classroom at time of Pre-Opening Action Visit. Copy of draft SAVE plan and proof that the SAVE plan has been submitted to STATE DOE for approval. Assurance that school will meet with required groups (parents, teachers) and submit final plan, and revise as directed by STATE DOE.

PRE-OPENING ACTION TO-DO LIST: SCHOOL BUILDING SAFETY *Begin: Immediately after school facility is identified* *Due Date: At time of Pre-Opening Action Visit with* Office of Charter Schools	
❑ Create safety procedures and distribute to teachers and classrooms. ❑ Create draft SAVE plan and submit a copy to the Office of Charter Schools. ❑ Write a plan and procedures to control access to the building, including visitor policy and post notices regarding same. ❑ Hire and conduct background checks on security personnel, if needed. ❑ Finalize and follow up on SAVE plan, including meeting with parents, and, if necessary, modification per parents' or State DOE's comments.	
Required Deliverable(s) at Time of Pre-Opening Action Visit:	Copy of the school's emergency exit routes posted in every room. Copy of SAVE plan as submitted in draft and written assurance that the school's SAVE plan has been submitted to STATE DOE for approval. Written plan and procedures to control access to the building. Evidence that appropriate security personnel have be hired and fingerprinted. Written emergency exit procedures in place and in teacher or employee handbook. Written assurance that the school will meet with parents and others about the SAVE plan as directed by SAVE law, and modify as necessary or directed by MNPS or State DOE.

Schools must be prepared and practiced in responding to various threats. New charter schools must create written plans for dealing with safety procedures, such as evacuation plans, and others in accordance with the Safe Schools Against Violence in Education Act (SAVE).[20] This includes designing a building specific school safety plan, or SAVE plan, and submitting it to STATE DOE as part

[20] Schools Against Violence in Education (SAVE) Act (tn.gov)

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of the Pre-Opening Action process. School leaders should also submit a copy of the SAVE plan to the Office of Charter Schools, as well as written assurance that the SAVE plan has been submitted to STATE DOE for approval.

Please note that charter schools must follow all of the requirements for a district-wide plan for one building, and then may additionally follow the building (only) plan if the school has multiple buildings. Further note that STATE DOE does not accept SAVE plans that state charter schools will be treated as another building within the school district of location even if this is in essence factually true, because ultimately the board of trustees of the charter school, and not the district, is responsible for the safety of the students. That being said, charter schools located in Tennessee Department of Education buildings may be able to integrate their plans with the host district school. Please check with STATE DOE for further information and coordinate with the district school principal.

The Office of Charter Schools understands that SAVE Plans cannot be finalized until the school puts a draft plan out for comment and has a meeting with parents of students. For that reason, the Office of Charter Schools accepts the draft SAVE Plan as submitted.

During the Pre-Opening Action Visit, Office of Charter Schools will inspect each classroom to ensure that copies of school safety evacuation routes are posted in every classroom. These should not be covered with student work later in the year.

In addition to the safety concerns described above, charter schools must ensure that general access to the building is safe, secure and adequately controlled. Depending on a school's preferences and security situation, this may include security personnel or services. Furthermore, charter schools must denote the primary entrance to the building with appropriate signage, which includes the official name of the school as well as the building number for emergency response purposes.

Background Check Note

If security personnel are to be hired by the school, they must be fingerprinted and cleared through the background process even if not employees of the school. On the other hand, if the school only occupies a portion of a building that has other tenants and the security personnel are not within or immediately adjacent to the school space, it may not be necessary to ensure those security personnel are fingerprinted. Please address questions about whether or not security personnel must be fingerprinted to the Office of Charter Schools before the Pre-Opening Action Visit. See the Fingerprint-Supported Background Checks for School Personnel section of this Workbook for more information on background checks.

Fire Drills

Fire and other safety drill are required on a regular basis. See (Metro-Nashville Public Schools Board of Education Policy Manual - TSBA) for MNS policy on Fire Drills.

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RELATED SOURCES OF INFORMATION		
Source	*Resource*	*Location*
MNPS	Office of School Security Fire Drill Policy	Metro-Nashville Public Schools Board of Education Policy Manual - TSBA

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FINANCIAL ORGANIZATION

In addition to overseeing the school's academic program, charter school leaders and boards of trustees are also responsible for the management and oversight of the school's financial controls. To better ensure that the school board is prepared to monitor the school's financial organization from the school's commencement, the school's Charter Agreement requires that certain policies and procedures be put in place before the school is authorized to open. The below Pre-Opening Action items serve as a final pre-opening check that basic financial procedures and controls are in place. Additional school fiscal information related to new schools is also provided in this section.

Initial Statement of Fiscal Policies and Procedures, Agreed Upon Procedures Engagement and Independent Accountant's Report

Pre-Opening Actions Checklist items discussed in this section are as follows:

Finance	
Item	**Deliverable**
There is evidence of an accounting system with internal controls and fiscal policies.	Copy of the school's fiscal policies and procedures. Evidence of employment of or contract with accountant, bookkeeper or other person to handle such duties.
A payroll system has been established, and, if offered, properly allows employees to consent to 12 month payroll.	Contract with payroll company or evidence of employment of or contract with persons to handle payroll; and copy of deduction policy.

INITIAL STATEMENT OF FISCAL POLICIES AND PROCEDURES *Begin: Immediately after charter is granted* *Due Date: 60 days after the Effective Date of the Charter Agreement*
❑ Develop the school's fiscal policies and procedures, which document adequate controls for the below-listed items. ❑ School board must review and ratify the above Initial Statement. ❑ Submit a copy of the school's Initial Statement to the Office of Charter Schools.

A charter school must document financial controls it has developed with regard to the following:

- preparing financial statements in accordance with generally accepted accounting procedures;
- payroll procedures;

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- accounting for contributions and grants; procedures for the creation and review of quarterly financial statements, specifically identifying the individual who will be responsible for preparing and reviewing such financial statements; and
- other appropriate internal financial controls and procedures.

Please note that the Initial Statement must be reviewed and ratified by the school's board of trustees prior to its submission to the Office of Charter Schools.

PROCEDURES FOR AGREED UPON PROCEDURES ENGAGEMENT AND INDEPENDENT ACCOUNTANT'S REPORT *Begin: Within 45 days of the school receiving and disbursing more than $50,000 in funds* *Due Date: Independent Accountant's Report – 45 days after the commencement of the agreed upon procedures engagement; Statement of Corrected Deficiencies, if any – 45 days after the school board's receipt of the Independent Accountant's Report*	
❑ Retain an independent certified public accountant to perform the agreed upon procedures engagement. ❑ Receive Independent Accountant's Report within 45 days of commencement of accountant's engagement and submit it to the Office of Charter Schools. ❑ The school board must review the report and remedy any deficiencies with regard to the financial controls in the Initial Statement within 45 days of the receipt of the Independent Accountant's Report. ❑ If applicable, the school must submit a statement that all deficiencies identified in the Independent Accountant's Report have been corrected within 45 days of the receipt of the Independent Accountant's Report.	
OFFICE OF CHARTER SCHOOLS Action:	The Office of Charter Schools will review any statements of corrected deficiencies and may require additional evidence to verify the correction of noted deficiencies.

The school must engage an independent accountant or accounting firm to perform an agreed upon procedures engagement. The purpose of the engagement will be to assist the school's board of trustees and the Office of Charter Schools in evaluating the Initial Statement. The engagement of the accountant(s) must start within 45 days after the date the school has received and disbursed more than $50,000 in monies received from payments from school districts (per pupil funding, etc.), or grants or other revenue sources. The resulting Independent Accountant's Report should be provided to the school board no later than 45 days after the commencement of such engagement with a copy to the Office of Charter Schools.

If the Independent Accountant's Report notes any deficiencies in the fiscal controls that are the subject of the Initial Statement, the school board must remedy such deficiencies within 45 days of receipt of the Independent Accountant's Report. Within the same timeframe, the school must submit to the Office of Charter Schools a statement that such deficiencies have been corrected, which statement shall identify the steps taken to correct the deficiencies. The Office of Charter Schools may require further proof that all deficiencies have been corrected.

PRE-OPENING ACTION TO DO LIST: FISCAL POLICIES AND PROCEDURES *Begin: Immediately after charter is granted* *Due Date: At time of Pre-Opening Action Visit with* Office of Charter Schools
❑ Follow the above Initial Statement procedures to draft and revise school fiscal policies and procedures.

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❑ Follow the above procedures for an agreed upon procedures engagement and submit the Independent Account's Report to the Office of Charter Schools. ❑ If applicable, follow above procedures to remedy any noted fiscal control deficiencies and submit required statement to the Office of Charter Schools. ❑ Employ or contract with an accountant, bookkeeper or other person to handle accounting and other fiscal duties.	
Required Deliverable(s) at Time of Pre-Opening Action Visit:	Copies of the school's fiscal policies and procedures. Evidence of employment of or contract with an accountant, bookkeeper or other person to handle accounting and other fiscal duties.

Payroll System

Pre-Opening Actions Checklist items discussed in this section are as follows:

Finance	
Item	**Deliverable**
A payroll system has been established, and, if offered, properly allows employees to consent to 12-month payroll.	Contract with payroll company or evidence of employment of or contract with persons to handle payroll; and copy of deduction policy.

PRE-OPENING ACTION TO-DO LIST: PAYROLL SYSTEM *Begin: Immediately after charter is granted* *Due Date: At time of Pre-Opening Action Visit*	
❑ Establish system to compensate employees and track and monitor appropriate deductions (if not completed as part of Initial Statement process (above)). ❑ Create a ten-month payroll system, and if offered, create a process to allow employees to consent to a twelve-month payment schedule.	
Required Deliverable(s) at Time of Pre-Opening Action Visit:	Contract with payroll company; *or* Evidence of employment of or contract with persons to handle payroll; *and* Copy of deduction policy. (All of the above may already have been submitted to the Office of Charter Schools as part of the Initial Statement process, above.)

New charter schools must ensure that they have adequate systems in place to compensate employees and track and monitor appropriate deductions. Charter schools must follow state and federal labor laws.

To the extent explicit information on the school's payroll system was not provided to the Office of Charter Schools as part of the Initial Statement Process (above), the Office of Charter Schools will check it at the Pre-Opening Action Visit.

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Annual Audit Report

All charter schools authorized by the MNPS must conduct an annual audit of the school's annual financial statements, which must be conducted in accordance with Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (GAS) issued by the Comptroller General of the United States. GAS requires the school's auditor to issue a report on compliance with laws, regulations, contracts, and grants and a report on internal controls over financial reporting, based on the audit of financial statements. If deficiencies are found, the school should also prepare a corrective action plan to address any weaknesses or problems. The annual audit is due no later than December 31 of each year.

RELATED SOURCES OF INFORMATION		
Source	*Resource*	*Location*
OFFICE OF CHARTER SCHOOLS	TN Comptroller's Guide	http://www.tennessee.gov/comptroller/ma/reference.htm

Annual Budget and Cash Flow Projections

ANNUAL BUDGET AND CASH FLOW PROJECTIONS PROCEDURES
Begin: Immediately after charter is granted
Due Date for Annual Cash Flow Projection: June 30
Due Date for Revised Budget: June 30

- ❑ Create annual cash flow projection and submit copy to Office of Charter Schools by June 30.
- ❑ Revise budget if necessary and submit copy to Office of Charter Schools by June 30.

Although founding groups submit a proposed budget for the first year of the new school's operation in the Charter Application, the Office of Charter Schools recognizes that budget adjustments may be necessary after chartering due to a number of factors. In the event that the new charter school's budget has significantly changed from that proposed in the Charter Application, the school is required to submit a revised budget. In addition, annual cash flow projections for the following fiscal year should also be submitted to the Office of Charter Schools by June 30.

Tax Exempt Status

TAX-EXEMPT STATUS PROCEDURES
Begin: Immediately after charter is granted
Due Date: Within one year of charter agreement being issued

- ❑ Obtain federal tax-exempt status for the school's education corporation.
- ❑ Submit copies of all applications (Form 1023) and filings regarding tax-exempt status to the Office of Charter Schools, including final Internal Revenue Service determination letter.

Charter schools are required to obtain federal tax-exempt status within one year following the effective date of each school's Charter Agreement, and then maintain such status. Further, a charter school's Provisional Charter mandates that a new charter school only take actions

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permissible for an Internal Revenue Code (IRC) section 501(c)(3) not-for-profit corporation (despite the charter school not yet having tax-exempt status).

The Office of Charter Schools requires schools to submit copies of all applications and filings relating to its seeking and maintaining its IRC section 501(c)(3) tax-exempt status.

Please note that IRS application for tax-exempt status Form 1023 was revised in 2004 and again in 2006. Prior versions of the form should not be used. Another departure from the past, charter schools cannot apply for an Employer Identification Number (EIN) at the same time as they apply for tax-exempt status, they must have already received an EIN (through IRS Form SS-4) and put it on the Form 1023.

IRS	Form 1023 (Application) Tax Information for Charitable Organizations Form SS-4	http://www.irs.gov/pub/irs-pdf/f1023.pdf http://www.irs.gov/charities/charitable/ https://sa.www4.irs.gov/sa_vign/newFormSS4.do

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FOLLOWING YOUR CHARTER AGREEMENT

Your Charter Agreement is "effective" or "in force" from the time the Board of Education approves your Charter Application for the school. After that date, the school must follow all of the provisions in its Charter Application which serves as a Provisional Charter and forms the basis of the formal Charter Agreement that enters into force subsequent to full singing by all relevant parties and filing in the Office of the Metropolitan Clerk. One of the purposes of this Workbook is to focus you on the provisions of the Charter Agreement that relate to the school's opening period, but be aware that there are many other provisions of your Charter Agreement, Charter Application, and the law that an operating charter school must follow. Understanding that the Charter Agreement is a dense legal document, we still recommend that you review it or have school counsel review it and highlight the important provisions. The importance of having a person responsible for communicating with the Office of Charter Schools regarding school charter accountability and how to change your Charter Agreement when the need arises, are discussed below.

CHANGE IN PROGRAM

From time to time charter school founders find it necessary to make certain changes to their proposed program and/or Charter Agreement. Under these circumstances, a charter school leader should immediately contact the Office of Charter Schools' Coordinator of Charter Schools to discuss the proposed changes and determine the proper course of action *before the school implements any changes*. Some changes are "material" changes to the school's Charter Agreement and others are "non-material" changes. Your Charter Agreement may often serve as a guide in determining what type of change is contemplated. If a change is described as "non-material," or within limits set forth in the Charter Agreement, it will not require formal revision of the Charter Agreement, and, depending on the change, *may* not require permission from the Office of Charter Schools. These changes are usually minor and some are described in various sections and notes of this Workbook. On the other hand, major changes to your Charter Agreement will likely be determined to be "material" and require a formal revision of your Charter Agreement pursuant to the Charter Schools Act,[21] which requires approval of the MNPS Board of Education (upon recommendation of the Office of Charter Schools).

If you change your charter in an impermissible way on your own, the school will be found in violation of its charter, and may be placed on a corrective plan or probation in addition to having to properly revise the charter or undo the change.[22]

Changes that are almost always material and which require Charter Amendment include but are not limited to:

- adding grades not included in the school's Charter Agreement;

[21] TCA 49-13-110
[22] *Charter Agreement*, Section 10

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- enrollment changes beyond the limits established in Section 1.3 of this Charter Agreement—increases of no more than 5% or 25 students, *whichever is less, or* decreases of up to 15% or down to 50 students;
- changes to curriculum, pedagogical approach or staffing structure that are inconsistent with the Charter Agreement (Charter Application, Exhibit 1);
- school calendar changes that reduce the calendar at all in the first year of operation, by more than ten (10) days in subsequent years, in the absence of timely notification of parents or below the requirement to provide at least the same equivalent time of instruction as required in regular public schools in TCA § 49-13-105 (12);
- changes to student disciplinary code(s) that are inconsistent with state and federal law
- changes in the operational specifications found in the Charter Application including but not limited to transportation plans, facility plans, etc.
- substantial changes in the makeup of the Governing Board from those listed in the Final Amended and Approved Application (Exhibit 1).[23]

RELATED SOURCES OF INFORMATION		
Source	*Resource*	*Location*
OFFICE OF CHARTER SCHOOLS	Charter Agreement	Section 10

STATE AND LOCAL BOARD POLICY WAIVERS

Pre-Opening Actions Checklist items discussed in this section are as follows:

Compliance	
Item	**Deliverable**
The school has completed policy assessment of both State Board and MNPS Board policies[24], submitted formal requests for all intended waivers, and submitted copies of waiver approvals to Office of Charter Schools	Completed School Policies Handbook, copies of State Board waiver approval, and MNPS waiver approval.

PRE-OPENING ACTION TO-DO LIST: CHARTER SCHOOL REPORTING AND COMPLIANCE

Begin: Immediately after charter is granted

Due Date: At time of Pre-Opening Action Visit

❑ Review and classify all MNPS Policies and all State Board of Education policies

[23] *Charter Agreement*, Section 10

[24] *Because a public charter school is governed by its own governing body, most local board policies will be inapplicable. However, policies that relate uniformly to all students in an authorizing district (e.g. intra-district transfer or alternative school policies) and policies relative to reporting data to the state (e.g. student attendance and achievement on state assessments) wil usually apply to public charter schools. Operators should check with the Office of Charter Schools if more information is needed.*

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❑ Compile School Policies Handbook ❑ Submit waiver requests to Office of Charter Schools Submit waiver requests to State Board of Education and copy of request and approval to Office of Charter Schools	
Required Deliverable(s) at Time of Pre-Opening Action Visit:	School policy handbook, copy of State Board Policy waiver requests and approval, copy of MNPS Board Policy approval.

Charter School autonomy is based on the accountability and performance measures in the charter agreement and other accountability plans. Autonomy, however, is no excuse for random or in discriminant decisions or application of rules. It is dangerous and irresponsible to operate without clear rules and procedures or to operate as if each situation can be handled on its own merits as it comes along. It is a mistake to assume that because your school is a charter school that it is not subject to administrative or other policies set by the State Board of Education or the MNPS Board of Education. Charter schools are part of the public education system in Tennessee, spending public funds and subject to public rules. It is also a mistake, however, to assume that charter schools must operate in exactly the same manner as other public schools. In fact, since one main purpose of the Charter Schools Act is to foster choice and innovation, flexibility and autonomy to depart from the established policies of the State and local Boards of Education are essential.

New applicants should consider all of the local and state operating policies thoroughly when composing the initial application. In the process, it is best to deal with each policy in one of the following categories:

1) Policies that MUST be followed as written
   a) Federal and state civil rights;
   b) Federal, state, and local health and safety;
   c) Federal and state public records;
   d) Immunizations;
   e) Possession of weapons on school grounds;
   f) Background checks and fingerprinting of personnel;
   g) Federal and state special education services;
   h) Student due process;
   i) Parental rights;
   j) Federal and state student assessment and accountability;
   k) Open meetings; and
   l) At least the same equivalent time of instruction as required in regular public schools.
2) Policies that you CHOOSE to followed as written
3) Policies that must be waived
   a) In their entirety – In this case, you are identifying policies whose goals are at odds with or irrelevant to your school's theme, culture, or operating philosophy.

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b) Through appropriate amendment – In this case you will replace the current policy with one that achieves a similar goal but in a manner that is different and consistent with your schools theme, culture, or operating philosophy.

Request Waivers to MNPS policy by submitting the requests in writing to the Office of Charter Schools no later than sixty (60) days prior to the school's intention to implement the waiver, if granted. All waiver requests must list the specific District Policy (Policies and Procedures - Metro Nashville Public Schools (mnps.org)) requested for waiver. All waiver requests shall also include detailed documentation of the grounds for requesting the waiver and specific evidence explaining how the policy currently inhibits or hinders the charter school's ability to meet its goals or comply with its mission statement. All waiver requests, whether to State Board or Local Board policy, must also be submitted to the Office of Charter Schools. Request waivers to State Board of Education Policy by submitting the requests in writing to the Commissioner of Education no later than sixty (60) days prior to the school's intention to implement the waiver, if granted. All waiver requests must list the specific State Board Policy (Policies (tn.gov)) requested for waiver. All waiver requests shall also include detailed documentation of the grounds for requesting the waiver and specific evidence explaining how the policy currently inhibits or hinders the charter school's ability to meet its goals or comply with its mission statement. Once waivers are approved by the Commissioner, please submit a copy of that approval to Office of Charter Schools.

SOURCES OF INFORMATION		
Source	*Resource*	*Location*
OFFICE OF CHARTER SCHOOLS	MNPS Policies Requesting MNPS Policy Waivers (SBO 1.106)	Policies and Procedures - Metro Nashville Public Schools (mnps.org)

Smart Tip: A good approach to the policy review is to start by assuming you will use the policy unless you are certain of a more effective replacement or the policy inhibits your ability to execute your innovative program with the flexibility you need to meet your accountability

State DOE	State Board of Education Policies	TDOE Website

CHARTER SCHOOL REPORTING AND COMPLIANCE

Pre-Opening Actions Checklist items discussed in this section are as follows:

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Compliance	
Item	**Deliverable**
There is a staff person who is assigned to oversee and serve as the primary contact with regard to compliance.	Name of individual and contact information must be submitted to the Office of Charter Schools

PRE-OPENING ACTION TO-DO LIST: CHARTER SCHOOL REPORTING AND COMPLIANCE *Begin: Immediately after charter is granted* *Due Date: At time of Pre-Opening Action Visit*	
❑ Identify a staff person who will be the Office of Charter Schools' primary contact with regard to charter school reporting and compliance requirements.	
Required Deliverable(s) at Time of Pre-Opening Action Visit:	Name and contact information of individual who will be the Office of Charter Schools' primary contact for charter school reporting and compliance requirements.

Over the life of its charter, a new charter school will produce a number of reports to be submitted to the Office of Charter Schools, State Department of Education and various other stakeholders, including the public at large. Reporting requirements are generally outlined in Sections 1.4 and 2.3.4 of the school's Charter Agreement, as well as throughout other guidance documents produced by the Office of Charter Schools. The Office of Charter Schools' *Reporting Guide* is a document that should be reviewed by anyone in the school associated with compliance. Although various individuals within the school will ultimately be responsible for preparing these reports, it is vital that the Office of Charter Schools has a primary contact at each school that is responsible for overseeing general compliance requirements. As a result, as a part of the Pre-Opening Action process, new charter schools are required to submit the name and contact information for the staff member who will serve in that role.

RELATED SOURCES OF INFORMATION		
Source	*Resource*	*Location*
OFFICE OF CHARTER SCHOOLS	Charter Agreement Charter School Reporting Guide Reporting Deadlines Calendar	Sections 1.4 and 2.3.4

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METRO NASHVILLE PUBLIC SCHOOLS

OFFICE OF CHARTER SCHOOLS

Pre-Opening Charter Accountability Workbook

APPENDICES

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APPENDIX A: PRE-OPENING TO-DO LIST AND TIMELINE

	January	February	March	April	May	June	July	August
Academic Program and School Administration								
Recruit and hire appropriately qualified staff, including key leadership positions								
Provide written notice to Office of Innovation that head of school/principal has been named within 5 days of the hire date								
Pursue fingerprint supported background checks for school personnel, and provide for Emergency Conditional Appointments as necessary								
Provision classrooms appropriately								
Prepare school calendar and distribute to families								
Prepare class schedules and distribute to teachers								
Make arrangements to provide a range of special education services								
School Management and Operations								

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	January	February	March	April	May	June	July	August
Complete Negotiation and Authorization of Charter Agreement with MNPS								
Make arrangements to provide nutrition services to the school's students								
Ensure that appropriate food and beverage storage is available at the school								
Set up a process for the distribution and collection of forms for free and reduced priced lunch, and for collection of lunch funds, including internal controls								
Contact appropriate entity to arrange for school nurse, and/or recruit and hire a school nurse								
Develop a medication administration plan								
Develop health services plan								
Ensure that all students are appropriately immunized, or are excused from so being								
Ensure that the school will have the proper number of defibrillators and trained staff								
Facilitate transportation services with students, including assisting parents with requests for transportation								

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	January	February	March	April	May	June	July	August
Arrange for supplemental transportation services								

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	January	February	March	April	May	June	July	August
Organizational Viability								
Ratify school by-laws within 45 days of approval of charter								
Write the Student Application for Admission and submit it to the Office of Charter Schools by December 30th								
Plan and document student recruitment and school marketing efforts by January 11th								
Identify Application Entry Person and Complete Training and Installation for Lottery Software								
Participate in the lottery								
Notify parents and guardians of the results of the lottery								
Complete the Application and Admission Summary and submit it to the Office of Charter Schools by May 15								
Request student records from students' former schools								
Arrange for separate locked storage for students' academic and health records								
Enhance the school's discipline policies in its charter application, including provisions for the discipline of special education								

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	January	February	March	April	May	June	July	August
students as needed and include in student/family handbook								
Enhance the school's complaint/grievance policy and include in student/family handbook								
Write the school's FERPA policy								
Give annual notice to families regarding the school's FERPA policy, preferably within the charter school's student/family handbook								
Set up student files with proper FERPA protections and procedures								
If applicable, draft notice to parents regarding FERPA directory information, and distribute to parents.								
Revise and enhance the school's Open Meetings Law policy to make it a working policy								
Revise and enhance the school's FOI policy to make it a working policy, including drafting of FOI regulations, required lists and notice, and post notice								
Distribute the school's code of ethics to school trustees, officers and employees								
Locate a school facility and notify								

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	January	February	March	April	May	June	July	August
Office of Charter Schools and STATE DOE within 10 days of identification								
Enter into and obtain a legal review of proposed lease or purchase agreement, and submit it to the Office of Charter Schools by January 31.								
Create a Facility Completion Schedule and submit it to the Office of Charter Schools by March 1st								
Obtain a Certificate of Occupancy and any other required permits, and submit them to the Office of Innovation								
Ensure that school buildings are ADA compliant or that school has adequate plans to accommodate students with physical disabilities								
Obtain Certificates of Insurance								
Write a plan and procedures to control access to the building								
Hire necessary security personnel, if needed								
Ensure that there is adequate signage and that the building is numbered for emergency response								

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Develop the school's fiscal policies and procedures and draft Initial Statement								

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	January	February	March	April	May	June	July	August
Secure an independent accountant to review Initial Statement within 45 days of hiring an employee or disbursing $50k								
Report and correct any deficiencies with regard to financial controls within 45 days of receipt of Independent Accountant's Report								
Employ or contract with an accountant, bookkeeper or other person to handle accounting and other fiscal duties								
Create annual cash flow projection and submit by June 30th; submit revised budget if necessary, by August 1								
Submit unaudited statements of income and expense to the OFFICE OF CHARTER SCHOOLS by August 1st								
Obtain federal tax-exempt status								
Establish a payroll system								
Establish a billing system for school districts								
Fidelity to Charter Agreement								
Identify a compliance contact person								

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APPENDIX B: PRE-OPENING ACTIONS CHECKLIST

SCHOOL NAME_____**DATE**_____

Governance and Management			
Item	**Deliverable**	**Comments**	**Date Completed**
The Board of Trustees has been established.	List of current members of the school's Board of Trustees, including contact information and officers.		
A permanent head of the school has been named.	Written notice that the head of school has been named within 5 days of the hire date.		
Other key leadership roles in the school are filled or adequately covered.	Updated organizational chart with names of specific individuals occupying key leadership roles.		
By-laws have been ratified.	Copy of ratified by-laws or a board resolution approving by-laws.		
Management contract has been executed.	Copy of management contract signed by representatives of management company and school Board of Trustees.		
Staffing			
Item	**Deliverable**	**Comments**	**Date Completed**
The number of teachers is adequate and their assignments match the staffing plan.	Teacher roster, including teaching assignments by grade level or specialty.		
Teachers are certified or meet the minimum requirements for licensure as defined by the state	Copies of teacher certifications, or appropriate proof of compliance with statutory exemptions.		

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board of education pursuant to TCA 49-13-111(i)			
Staffing (con't)			
Item	**Deliverable**	**Comments**	**Date Completed**
Teachers in core academic areas (as defined by No Child Left Behind Act) are highly qualified in accordance with NCLB.	Proof of certification or academic credentials (transcripts), relevant tests (e.g., PRAXIS) and subject matter competency for each teacher.		
In accordance with state law, there must be a teacher with ESL certification to teach active EL students.	A teacher with ESL certification has been hired and a plan is in place to identify and teach active EL students.		
Fingerprint supported criminal background checks have been completed and all employees have clearance for employment, AND all employees have been identified to MNPS as working for the new charter school	Copies of Fingerprint Clearance forms from TBI for each employee identifying the new charter school as the employee's current employer.		
Curriculum and Instruction			
Item	**Deliverable**	**Comments**	**Date Completed**
Needed instructional materials and supplies have been distributed to classrooms at every grade level.	Classrooms should be adequately prepared for teaching and learning, including the appropriate distribution of curricular materials and supplies at time of Pre-Opening Action Visit.		
A school calendar and class schedules exist and provisions have	Copies of the annual school calendar, class schedules, and an		

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been made for them to be available to every student and every family.	assurance that the school calendar has been made available to students and their families.		
Provisions have been made for a child find system and serving students with special needs.	Written documentation that the school has hired, contracted with or received a commitment from the school district regarding certified Special Education teacher(s) and a SPED coordinator, and hired, contracted with or received a commitment from contractors regarding speech and language therapists, and occupational and physical therapists, or other services or equipment, if required.		
The school is prepared to provide instruction in each approved grade and only in such grades.	Class schedule and teacher roster. Written assurance from the school.		
Students and Parents			
Item	**Deliverable**	**Comments**	**Date Completed**
The school has developed required policies relating to student discipline (including SPED students), complaints/grievances, FERPA, ORA, Open Meetings Law, and has made appropriate policies available to students and their families in the Student and Family Handbook.	Copy of Student and Family Handbook containing the specified policies, including FERPA access. Written assurance that Student and Family Handbooks (containing such policies) have been distributed. Copy of FERPA procedures for storage/handling of student files in school.		
Student enrollment procedures	Summary of school enrollment		

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have been documented and a student roster is available to teachers.	statistics, including number of currently enrolled students, number of students on the waiting list, and copies of student rosters.		
A preliminary count of students with special needs is available.	Copies of IEPs for incoming students (Easy IEP training).		
Students and Parents (con't)			
Item	**Deliverable**	**Comments**	**Date Completed**
Student records have been received or requested.	Copies of incoming student records or written assurance from the school.		
Student academic, attendance, discipline, and testing records have been stored in locked cabinets.	Copies of incoming student records or written assurance from the school. Locked storage is present at time of Inspection.		
Student health records have been separated from academic records and are in locked storage in the office of the school nurse.	Copies of incoming student records or written assurance from the school. Copy of school health record procedures. Locked storage is present at time of Inspection.		
Operations			
Arrangements have been made for food service.	Inspection of food storage and kitchen area at time of Pre-Opening Action Visit, to include		

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	food/beverage coolers and heaters.		

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Operations (con't)			
Item	**Deliverable**	**Comments**	**Date Completed**
The school has made arrangements to be staffed with a school nurse and has a plan and procedures for the administration of prescription and non-prescription medications to students, and for provision of required health services.	Written documentation of the school's relationship with a registered nurse and/or physician. Copies of policies for medication administration. Written plan for providing required health services.		
Provisions have been made for student immunizations.	Immunization records or proper exemption forms; or Written assurance that students who do not have such records will be barred from school after 14 days.		
Appropriate provisions have been made for supplemental transportation of students if any are to be provided.	Copy of agreement with provider of supplemental transportation services. Copies of fingerprint supported background checks for employees of the supplemental transportation services provider.		

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Operations (con't)			
Item	**Deliverable**	**Comments**	**Date Completed**
There are written plans for such life safety procedures as fire drills and emergency evacuation, including school safety plans in accordance with Project SAVE.	Copies of school safety and evacuation plans are posted in each classroom at time of Pre-Opening Action Visit. Copy of draft SAVE plan and proof that the SAVE plan has been submitted to STATE DOE for approval. Assurance that school will meet with required groups (parents, teachers) and submit final plan, and revise as directed by STATE DOE.		
Finance			
There is evidence of an accounting system with internal controls and fiscal policies.	Copy of the school's fiscal policies and procedures. Evidence of employment of or contract with accountant, bookkeeper or other person to handle such duties.		
A payroll system has been established, and, if offered, properly allows employees to consent to 12-month payroll.	Contract with payroll company or evidence of employment of or contract with persons to handle payroll; and copy of deduction policy.		

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Facilities and Fixtures			
Item	**Deliverable**	**Comments**	**Date Completed**
Available space (including classrooms, restrooms, and special purpose space) meets the requirements of the program and the number of students enrolled.	Inspection at time of Pre-Opening Action Visit.		
Space is accessible to all students (including handicapped students), clean, and well-lit. If building is not required to be handicap accessible, procedures for reasonable accommodation of such persons are in place.	Inspection at time of Pre-Opening Action Visit. Procedures for reasonable accommodation of handicapped persons. Copy of ADA Compliance Transition Plan		
A certificate of occupancy (or equivalent) is on file, as well as any other appropriate certificates of inspection or permits.	Copy of certificate of occupancy and other appropriate certificates of inspection or permits.		
Certificates of insurance are on file, meeting at least the minimum levels required by the Charter Schools Act and including a provision to provide notice to the Charter Schools Office of Charter Schools of any material change, non-renewal or termination of the policy.	Copy of certificate of insurance or insurance policy or binder.		
Space is safe and secure, entrance and egress from the school's space	Inspection at time of Pre-Opening Action Visit.		

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is adequately controlled.			

Item		**Comments**	**Date Completed**
There is a staff person who is assigned to oversee and serve as the primary contact with regard to compliance.	Name of individual and contact information must be submitted to the Office of Charter Schools.		
The school has completed policy assessment of both State Board and MNPS Board policies, submitted formal requests for all intended waivers, and submitted copies of waiver approvals to Office of Charter Schools	Completed School Policies Handbook, copies of State Board waiver approval, and MNPS waiver approval.		

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APPENDIX C: SAMPLE PRE-OPENING ACTION LETTER

METRO NASHVILLE PUBLIC SCHOOLS

OFFICE OF CHARTER SCHOOLS

August 1, 20_

VIA FACSIMILE AND FIRST CLASS MAIL
Mr. / Ms. _____
Executive Director
_____ Charter School
_____ Street
Nashville, TN 37____

Re: Pre-Opening Actions/Consent to Commence Instruction for Preparatory Charter School

Dear Sir or Madam:

Please be advised that, pursuant to the MNPS Office of Charter Schools' visit and inspection of the_____Charter School (the "School") on August_, 20_ (and documentation provided to or inspected by the Office of Charter Schools at that visit and previously), the Office of Charter Schools has determined that the School has completed, as of the date of this letter, substantially all of the Pre-Opening Actions required of it as defined in Paragraph 1.3 of the charter agreement between the School and the MNPS Board of Education (the "Charter"). Therefore, the School is permitted to provide instruction to students in accordance with the plan provided in the Charter.

Please be further advised that while the School has completed substantially all of the Pre-Opening Actions required of it, the School will be required to take additional actions in regard to teacher certification, fingerprinting of school personnel, policies, student records, school lunch forms, facilities punch list items, insurance certificates and health services as set forth below. Permission to commence instruction is conditional upon timely completion of those actions. In addition, the School must complete all of the Pre-Opening Actions before August 1 of the next school year or risk having its charter (revoked) per Paragraph 1.3 of the Charter.

Policies: Within seven days of the opening of school, please provide copies of the School's FERPA policy and procedures for handling student records. By that date, please also provide copies of the public FOI policy to be posted in the school and an assurance that the state and federal workplace notices (minimum wage, workers compensation, OSHA, etc.) have

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been posted. By the close of business on August 20, 20_, please provide an assurance that

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the School has 1) promulgated a complaint policy, a discipline policy that contains provisions for alternative instruction and due process, and 2) made those policies available to students and parents or guardians. By that date please also send us a copy of each of the policies.

Student Records: By no later than close of business on August 30, 20_, please provide an assurance that the School has obtained the academic records for each student, including IEPs.

School Lunch: By no later than close of business on August 20, 20_, please provide an assurance that the School has obtained the school lunch forms for each student seeking free or reduced-price lunch.

Facilities Issues: By no later than August 10, 20_, please provide an assurance that the School will post a sign outside the building showing the School name. By the opening of school, please provide an assurance that all classrooms have required emergency exit routes posted.

Insurance Certificate: While the School has obtained adequate levels of insurance, it must add a provision to the policy to provide notice to the Office of Charter Schools of any material change, non-renewal or termination. Please provide copies of updated insurance certificates or binders by September 22, 20_.

Health Services: By no later than fourteen school days after the opening of school, please provide an assurance that the School has obtained for each student evidence that each student has been vaccinated or has been appropriately excused from so being. By close of business on September 22, 20_, please provide an assurance that the School has obtained appropriate health certificates or records for each student and taken steps to separate health records from academic records and to secure those records. By the opening of the School please provide an assurance that the School has given the Nurse student health record information and has lockable storage for the records.

In closing, and on behalf of Shereka Roby-Grant, Director of the Office of Charter Schools and the MNPS Board of Education, please accept our congratulations for the accomplishment of turning your vision of a public charter school into reality. We wish you success in the first year and look forward to visiting_____Charter School. As always, please feel free to contact us at any time.

Sincerely,
Coordinator of Charter Schools

c: Tennessee Department of Education, Office of Charter Schools

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APPENDIX D: TEACHER ROSTER AND CERTIFICATION INFORMATION

Current Faculty Roster

Please keep this list current by adding new hires and marking those who leave as former.

Name	Employee ID	Certified or Support	Job Description	Type/Exp Cert.	Certification Area(s)	
Jane Doe	345-20-9871	Certified	Math Teacher grade 5			x

*** Roster should be kept up to date. Newly hired faculty and staff should be added, and those who leave simply marked in the former column. During the renewal or Pre-Opening Action visit, please have available for review the related source documents for the above information, such as copies of teaching certificates, transcripts, examination results and any relevant teacher qualification documents.**

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Exhibit 3

TN Department of Education | Charter Schools

Model Charter School Performance Framework

August 2018

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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)

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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.

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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	

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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.

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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%

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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.

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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.")

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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

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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

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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

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□ 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"

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□ 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

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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

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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.

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□ 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.

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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)

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  - 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.

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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

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- (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.

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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.

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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 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).

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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 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.

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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 4: 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) 9/18/2023

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
Irvine-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 : Hanover American Insurance Company	36064
INSURER B : Allmerica Financial Benefit Insurance Company	41840
INSURER C : Hanover Insurance Company	22292
INSURER D : Employers Ins Co of Wausau - Liberty Mutua	21458
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			ZZ3-D636097-05	7/1/2023	7/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							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	$ Included
	OTHER:							$
B	AUTOMOBILE LIABILITY			AW3-D636236-05	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X 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)	$
								$
C	X UMBRELLA LIAB X OCCUR			UH3-D636105-06	7/1/2023	7/1/2024	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 0							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		WCC-Z91-469250-013	7/1/2023	7/1/2024	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (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
A	Sexual Misconduct			ZZ3-D636097-05	7/1/2023	7/1/2024	See Remarks	
A	Educators Legal Liab			ZZ3-D636097-05	7/1/2023	7/1/2024	See Remarks	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Pertaining to: 3410 Knight Drive in Nashville, TN 37207
Metropolitan Nashville Public Schools is included as additional insured on a primary & non-contributory basis with a waiver of subrogation under General Liability when required in a written contract/agreement per form # 421-2915 06 15 (attached)

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
Irvine-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 Misconduct or Sexual Molestation Limits
$1,000,000 Per Incident / $3,000,000 Aggregate

School & Educators Legal Liability Limits
$1,000,000 Each Loss / $3,000,000 Aggregate - $15,000 Deductible - Retroactive Date: 7-1-2008

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	$2,500
	- Loss of Earnings	$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured 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, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

(3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

(4) Will not be broader than coverage provided to any other insured.

(5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

(1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".

(2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(3) To any lessor of equipment:

(a) After the equipment lease expires; or

(b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor

(4) To any:

(a) Owners or other interests from. whom land has been leased which takes place after the lease for the land expires; or

(b) Managers or lessors of premises if:

(i) The occurrence takes place after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured 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" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph **a.;** or

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

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

2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **4. Other insurance:**

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

(1) For the sole negligence of the Additional Insured;

(2) When the Additional Insured is an Additional Insured under another primary liability policy; or

(3) when **b.** below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INURY AND PROPERTY DAMAGE LIABILITY**.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition **3.** "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

a. SECTION I – COVERAGES, COVERAGE A – BODILIY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions** subparagraph **j.** is amended as follows:

Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs **(3), (4)** and **(6)** do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINTIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

a. worked on; or

b. used in your manufacturing process.

c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

a. SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS, Paragraph **1. Insuring Agreement,** subparagraph **a.(3)(b)** is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph **3.a.** is replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions,** subparagraph **g.(2)** is replaced by the following:

g. Aircraft, Auto Or Watercraft

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

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs **1.b.** and **1.d.** are replaced by the following:

1.b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.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 $1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **6. Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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JDEMATTIA

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 09/18/2023

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 Irvine-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 : Hanover American Insurance Company — 36064 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	ZZ3-D636097-05	07/01/2023	07/01/2024	X BUILDING	$ 12,572,652
	BASIC — BUILDING 1,000				X PERSONAL PROPERTY	$ 1,274,172
	BROAD — CONTENTS				X BUSINESS INCOME	$ 4,325,000
	X SPECIAL 1,000				EXTRA EXPENSE	$
	EARTHQUAKE				RENTAL VALUE	$
	X WIND 1,000				BLANKET BUILDING	$
	X FLOOD 25,000				BLANKET PERS PROP	$
	X BI w/EE Ded (H 72				BLANKET BLDG & PP	$
					X Blanket Flood	$ 1,223,280
					X RC/Agreed Value	$
	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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Certificate Of Completion

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Nashville, TN 37204
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Kevin Edwards Kevin.Edwards@mnps.org Director of Procurement Metro Nashville Public Schools Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	Kevin Edwards Signature Adoption: Pre-selected Style Using IP Address: 96.4.9.1	Sent: 9/25/2023 8:05:52 AM Viewed: 9/25/2023 9:25:41 AM Signed: 9/25/2023 9:28:56 AM
Randy Dowell rdowell@kippnashville.org Executive Director KIPP Nashville Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	Randy Dowell Signature Adoption: Pre-selected Style Using IP Address: 66.4.26.4	Sent: 9/25/2023 9:29:06 AM Viewed: 9/25/2023 9:30:18 AM Signed: 9/25/2023 9:52:31 AM
Jim Flautt jflautt@asurion.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 9/25/2023 9:52:42 AM
Kevin Knapp kevin.knapp@mnps.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Shereka Roby-Grant shereka.roby@mnps.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Signer Events	Signature	Timestamp
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Justin Marsh Justin.Marsh@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Signer Events	Signature	Timestamp
Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Sally Palmer Sally.Palmer@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

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Payment Events	Status	Timestamps