



CHARTER AGREEMENT – Amendment #1 KIPP Antioch College Prep Elementary

This Amendment 1 to the Charter Agreement (this “Agreement”) is entered into this, the ^{20th} day of April 20¹⁸ by and between the Tennessee State Board of Education (hereinafter referred to as “the Chartering Authority”) and KIPP Antioch College Prep Elementary (hereinafter referred to as “the Charter School”). The Chartering Authority and Charter School are collectively referred to as the “Parties” to this Agreement. The original Charter Agreement (the “Original Agreement”) entered into between the Parties on April 15, 2016 is attached hereto as Exhibit 5.

This Agreement consists of the following documents:

- This document and any exhibits hereto or documents incorporated herein by reference
- Approved Charter School’s Application (Exhibit 1)
- Current Approved Performance Frameworks – Academic, Organizational, and Financial (Exhibit 2)
- Pre-Opening Checklist (Exhibit 3)
- Waivers (Exhibit 4)
- Original Agreement (Exhibit 5)

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 hereto agree as follows:

1. General Terms

1.1. Applicable Law. This Agreement and the Charter School’s operations shall be governed by and construed in accordance with the laws of the state of Tennessee and applicable federal laws. Though the Charter School 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 that inhibit the Charter School’s mission, the Parties understand that currently, 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, hereinafter referred to as the “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).

To the extent there is a conflict between the terms of this Agreement and the Charter School’s Application, the terms of this Agreement shall govern.

By signing this Agreement, the Chartering Authority approves any waivers requested in the Charter School’s Application. Those requests and any others subsequently requested by the Charter School are attached as **Exhibit 4**.

1.2. Effective Date. This Agreement shall be effective immediately following signature by the Charter School and the Chartering Authority. This Agreement shall expire on June 30 of the tenth (10th) year after the date of opening of the Charter School for instruction, unless earlier terminated or renewed pursuant to the terms of this Agreement or state law.

1.3 Pre-Opening Process. Upon approval by the Chartering Authority , the pre-opening process (the “Pre-Opening Checklist”, incorporated into this Agreement as **Exhibit 3**), 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 Checklist is substantially incomplete at the time of inspection, the Chartering Authority may decide not to allow the Charter School to open until it has completed all pre-opening steps under T.C.A. §§ 49-13-111 and 49-13-113, Chartering Authority policies, and the Pre-Opening Checklist.

If the Charter School is allowed to open despite the failure to complete all items required by the Pre-Opening Checklist, the Charter School must provide proof to the Chartering Authority that all items on the Pre-Opening Checklist have been completed by the date specified by the Chartering Authority. The failure of the Charter School to complete all items on the Pre-Opening Checklist by the specified date shall be a material violation of this Agreement and shall subject the Charter School to immediate charter revocation.

1.4. Charter School Performance. The operation of the Charter School shall be subject to the terms and conditions of this Agreement and the Act. Decisions by the Chartering Authority regarding renewal or revocation of this Agreement shall be based upon applicable laws, rules, and policies this Agreement and/or the academic, organizational, and financial Performance Frameworks (the “Performance Frameworks”) incorporated into this Agreement as **Exhibit 2**, as well as State Board Policy 6.700 Charter School Intervention.

The Chartering Authority shall have broad oversight authority over the Charter School and may take all reasonable steps necessary to oversee compliance with this Agreement and applicable laws, rules, and policies. This oversight authority includes, but is not limited to, the right to visit, examine, and inspect the Charter School and its records during the pre-opening year, during the annual monitoring visit, and when there is a material complaint and notice including a statement of the complaint is given to the Charter School. The Chartering Authority, in consultation with the Charter School, may interview Charter School employees, Board of Directors members, students, and families as necessary to resolve complaints and grievances. With respect to complaints and grievances, all of the foregoing is subject to Section 8.2.

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

For the purposes of accountability, renewal, and/or revocation evaluation, the Performance Frameworks supersede all assessment measures, educational goals and objectives, financial operations metrics, and organizational performance metrics set forth in the Charter School’s Application and not explicitly incorporated into the Performance Frameworks. The specific terms, form and requirements of the Performance Frameworks are maintained and disseminated by the Chartering Authority and shall be binding on the Charter School.

The Chartering Authority shall—at least annually—monitor and report on the Charter School’s progress in relation to the indicators, measures, metrics, and targets set out in the Performance Frameworks, as well as compliance with federal and state laws and regulations, all when required by the Performance Frameworks and such laws and regulations. The Chartering Authority will conduct scheduled annual site visits, which will be used to inform the annual report on the Charter School’s progress.

The Chartering Authority shall 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.

Changes to the Performance Frameworks to align with changes to applicable state or federal accountability requirements shall apply to the Charter School. In the event of such changes, the Chartering Authority will use best efforts to apply expectations for school performance in a manner consistent with those set forth in the Performance Frameworks as initially established in the most recent charter agreement.

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

1.5. Location. The Charter School location is to be determined and will be in the southeast region of Nashville, Tennessee. If the Charter School proposes to change its location, such change shall not require an amendment to this Agreement unless the location change is materially different from the location of the Charter School as discussed in the Charter School's Application. Non-material changes in location shall require at least 30 days prior notice to the Chartering Authority. Any change in location that is determined by the Chartering Authority to be materially different from the Charter School's Application shall require an amendment to this Agreement as set forth in Section 10. If the Charter School is located at a site owned or controlled by the local education agency (LEA) in which the Charter School is located or a site owned or controlled by the local government where the Charter School is located, the use of such site shall be subject to and governed by a Facilities Agreement between the parties.

1.6. Employment Status. All teachers and other staff of the Charter School shall be employed by the Charter School, and not the Chartering Authority.

2. Charter School Organizational Responsibilities

2.1. Student Enrollment and Retention. The Charter School shall enroll students according to T.C.A. § 49-13-113. The Charter School shall not discriminate with respect to admissions on the basis of race, color, ethnicity, religion, national origin, English language proficiency, sex, disability, or the need for special education and related services as set forth in the Charter School's Application and the Act.

The Charter School may enroll students up to a total maximum enrollment of 560. Increases in total enrollment numbers greater than 10% or thirty five (35) students, whichever is greater, measured from the first day of the school year to the last day of the same school year, shall constitute material changes to 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 15% or fifty (50) students, whichever is greater, measured from the first day of the school year to the last day of the same school year, must be reported to the Chartering Authority and evaluated to determine if they are material changes to this Agreement. Reductions in enrollment in successive years or changes that affect the life of the Charter School are considered material and shall require an amendment to this Agreement. Any change in enrollment that is considered to be material to this Agreement shall not be 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) and this Agreement.

If the number of applications for the Charter School 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)(4). If enrollment within a group of preference set out in subdivision (b)(4) exceeds the planned capacity of the Charter School, enrollment within that group shall be determined on the basis of a lottery that complies with statute. The Charter School may not “counsel out” or discourage students from attending the Charter School for any reason, including but not limited to failure to comply with letters of commitment or similar proposed contracts between students and parents and the Charter School.

The enrollment of students in the Charter School shall be governed by the below Enrollment Chart.

Enrollment Chart

	YEAR 1 2018	YEAR 2 2019	YEAR 3 2020	YEAR 4 2021	YEAR 5 2022	AT CAPACITY 2022
Grade Level(s)	K	K-1	K-2	K-3	K-4	K-4
Total Enrollment	140	245	336	448	560	560

2.2. Academic Program. The Charter School shall operate the academic program in accordance with this Agreement, the Charter School’s Application, and applicable state and federal law, including providing at least the same equivalent time of instruction as other public schools and complying with assessment and accountability laws and rules (T.C.A. § 49-13-105). If the Charter School is performing below standards, the Chartering Authority may review the academic program. The Charter School will notify the Chartering Authority of any changes to pedagogical approach that are a significant change from the Charter School’s Application, and the Chartering Authority will evaluate to determine if they are material changes to this Agreement. Any changes to the school structure shall be considered material to this Agreement and shall not be 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) and this Agreement.

2.2.1. Assessments. The Charter School shall administer all state-mandated assessments, which currently include but are not limited to TCAP or its successor assessment, End of Course assessments, writing assessments, ACT, Explore and English language learner (ELL) assessments for the required grades and testing windows. The Charter School shall comply with all Department of Education-required assessment administration, security, and reporting requirements. The Charter School may use additional assessments of its own choosing.

2.3. Special 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, this Agreement and Chartering Authority policy. The

Chartering Authority is the LEA for purposes of ensuring compliance with IDEA, Section 504, and all other federal and state laws and regulations concerning accommodation of and education of students with disabilities.

2.3.1. Responsibility of the Charter School. The Charter School assumes responsibility for the provision of services, development and implementation of individualized education programs (IEPs), 504 plans, child find, evaluation and re-evaluation, and all other obligations under IDEA and/or Section 504 for students identified as eligible for special education services and/or disability accommodations. The Charter School shall have a qualified special education coordinator who will be responsible for monitoring individual case management of all special education students and disabled students and for arranging the provision of services required by their IEP and/or 504 plan. The Charter School shall maintain a file documenting the Charter School's compliance with IDEA and Section 504. 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 IDEA, Section 504, or the ADA.

The Charter School shall also implement the requirements of Response to Instruction and Intervention ("RTI²"), as set forth by the Tennessee Department of Education (TDOE).

The Charter School shall report to the Chartering Authority any and all alleged infractions, complaints, and other non-compliance issues relating to IDEA Due Process for special education and Office of Civil Rights complaints for disability accommodations within two business days of the Charter School's notification of such occurrences.

The Charter School's indemnity of the Chartering Authority relating to special education and disability accommodations is provided in Section 12.c.

2.3.2. Costs for Special Education. The Charter School is financially responsible for child find including student identification, evaluation and assessment expenses. All costs associated with providing educational services to students with disabilities are the responsibility of the Charter School. The Charter School shall bear the financial responsibility for evaluations and reevaluations and the provision of all services consistent with student IEPs and 504 plans.

The Chartering Authority will pass federal funding to the Charter School based on the per pupil allocation received from the TDOE. Funding is available on a reimbursement basis in accordance with the procedures established by the Chartering Authority.

2.4. English Language Learners. The Charter School shall address the needs of ELL students pursuant to applicable federal and state laws and regulations (including Title III of the Every Student Succeeds Act (ESSA) and Title VI of the Civil Rights Act of 1964 (Title VI)). The Charter School agrees to maintain and consistently implement a policy to identify students in need of ELL services, to provide services in an equitable manner to ensure meaningful access to the school's educational program (including the provision of appropriate accommodations), and to facilitate obtaining English proficiency and exit from ELL services according to individual student capacity. In addition, the Charter School shall ensure that Limited English Proficiency (LEP) parents and guardians have meaningful access to school-related information.

2.5. Student Discipline/Due Process. The Charter School is responsible for administering its discipline policy in a manner that ensures students' due process rights are satisfied, including the provision of appropriate informal or formal hearings. The Charter School's

policies and practices shall comply with all policies adopted by the Chartering Authority with regard to discipline including suspensions, expulsions, and remands to alternative school.

2.6. Student Information Reporting. To ensure compliance with federal and state law regarding student records, the Charter School shall report to the Chartering Authority student information enrollment projections for the coming year no later than March 15. The Chartering Authority will also verify the following through the TDOE on at least a quarterly basis:

- Daily attendance and other student data (as required by law to be reported by the Charter School to the State using the Student Management System adopted by the Chartering Authority),
- Student enrollment for determining average daily membership (as required by law to be reported by the Charter School to the State using the Student Management System by the Chartering Authority),
- Student withdrawals, out-of-school suspensions, and expulsions.

Any errors in data reported to the State by the Charter School shall be the sole responsibility of the Charter School to identify and correct.

3. Staffing

3.1. Teachers. The Charter School shall ensure that teachers are licensed pursuant to state statutes, Chartering Authority policies and rules, and meet applicable federal qualifications including exceptional education certified and ESL certified.

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

4. Facilities

The Charter School shall ensure the Charter School's grounds and facilities comply with applicable health and safety laws, including the ADA, state fire marshal codes, and state and local zoning and land use codes.

The Charter School may not commence instruction prior to completion of applicable inspections and receipt of a completed Pre-Opening Checklist (attached as Exhibit 3) from the Chartering Authority, unless the Chartering Authority permits the Charter School to open and provide later certification of completion of all items on the Pre-Opening Checklist

5. Food Service

If the Charter School offers food services on its own or through a third-party contract, the Charter School may apply directly to, and if approved, operate school nutrition programs with reimbursement from the United States Department of Agriculture, under supervision of the TDOE.

6. Transportation

The Charter School will provide transportation as set forth in the Charter School's Application. If the Charter School has elected 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 Chartering Authority rules and policies 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. A change to the Charter School's plan to provide or not provide transportation for its students is considered material and requires an amendment, but a modification in a plan to provide transportation is not.

7. Insurance

The Charter School shall maintain the following insurance:

- a. 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 State of Tennessee, its officials, employees, and volunteers shall be in excess of this insurance and shall not contribute to it. The first one million dollars must be with a company licensed to do business in the state of Tennessee. The remaining \$4,000,000 can be covered under an excess liability policy (also known as an "umbrella" policy). The policy must name the State of Tennessee as an additional insured. The policy must cover contractual liability. Automobile coverage shall cover vehicles owned, hired, and non-owned.
- b. Professional Liability Policies: Directors and Officers Policy must be equal to or greater than \$5,000,000. Teachers Professional Liability Policy must be equal to or greater than \$1,000,000.
- c. 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.
- d. 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.
- e. Sexual Abuse: Must have \$1,000,000 required coverage
- f. State of Tennessee shall be named as an additional insured on the charter school insurance policy.

Certificates of insurance, in a form satisfactory to the Chartering Authority, evidencing coverage shall be provided to the Chartering Authority prior to commencement of performance of this Charter Agreement. 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. General Requirements. The Charter School shall notify the Chartering Authority of any change to its status as a nonprofit federal tax exempt status under IRC § 501(c)(3).

The Charter School shall include parent participation in governance through membership on the board of directors or establishment of a school advisory council pursuant to T.C.A. § 49-13-109.

The Charter School shall comply with all applicable provisions of the Tennessee Open Meetings Act, including with regard to the scheduling of Board of Directors 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 Board of Directors meetings for that school year.

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

8.2. Complaints. The Board of Directors shall be the first avenue for response in case of any complaints or grievances filed against the Charter School or its employees and volunteers. The Board of Directors will ensure that the Charter School establishes policies and procedures for receiving and addressing complaints or grievances directed toward the Charter School or its employees and will make those policies available to students, parents/guardians, employees, and any other persons who request it. If grievances persist following the actions of the Board of Directors, complaints regarding alleged violations of law or the Charter Agreement may be investigated by the Chartering Authority. Grievances that are not resolved by the Charter School or Board of Directors, or a pattern of serious grievances, may be considered in any application for renewal of this Agreement or any action to revoke the charter.

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. Reporting of Corporate Status. The Charter School shall report any change to the Charter School's corporate legal status or any change in its standing with the Tennessee Secretary of State to the Chartering Authority within five (5) days of change. Any change to the Charter School's corporate legal status as a not-for profit organization shall constitute grounds for immediate revocation unless, during the term of this Agreement, the Act is amended to allow Charter Schools to be operated by organizations other than not-for-profit organizations.

9. Finance

9.1. State and Local Funds. The Chartering Authority shall allocate one hundred percent (100%) of state and local Basic Education Program (BEP) 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 TDOE. The Chartering Authority shall allocate funds to the Charter School after each of the ten (10) attendance-reporting intervals. The Chartering Authority shall allocate and distribute one-tenth of state and local funds to the Charter School by the 15th of the month in August, September, October, November, December, January, February, March, April, and June. Each state and local payment from October through April and the final payment in June is contingent on the Charter School's reporting of the Charter School's Average Daily Membership (ADM) in the TDOE's Education Information System (EIS). Each payment starting in October will be reconciled to the

The Charter School shall notify the Chartering Authority of any fee for services agreement(s) entered into with the LEA in which the Charter School is located or with any other vendor or outside contractor and shall provide a copy to the Chartering Authority of any agreement(s) entered into.

9.4. Tuition. The Charter School shall not charge tuition.

9.5. 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) days or more. If debts are incurred in the provision of employee benefits pursuant to T.C.A. § 49-13-119, the Chartering Authority may withhold the amount owed from the monthly payment until such debts are satisfied. Any other debts owed to the Chartering Authority must be satisfied prior to release of the last annual payment.

9.6. Financial Management. The Charter School shall control and be responsible for financial management and performance of the Charter School including budgeting and expenditures. Before receiving BEP funds through the Chartering Authority, the Charter School must demonstrate (if not already demonstrated in the Charter School's Application) the existence of appropriate governance and managerial procedures and financial controls including:

- Accounting methods complying with T.C.A. § 49-13-111(m);
 - A checking account;
 - Adequate payroll procedures;
 - An organizational chart;
 - Procedures for the creation and review of monthly and quarterly financial reports, including identification of the individual responsible for preparing such financial reports in the following fiscal year;
 - Internal control procedures for cash receipts, disbursements, and purchases; and
 - Maintenance of asset inventory lists and financial procedures for federal grants in accordance with applicable federal law.

The Chartering Authority reserves the right to require, consistent with the Act, the submission of financial reports as indicated in Chartering Authority policies.

The Charter School shall comply with T.C.A. §§ 49-13-111, 120 and 124 regarding completion and submission of annual budgets, financial reports, and audits to the Chartering Authority and the State. The Charter School shall undergo an independent financial audit conducted in accordance with T.C.A. §§ 49-13-111(m) and 49-13-127. The audit shall be furnished to the Chartering Authority, the Commissioner of Education, and the Comptroller of the Treasury by December 31 of each year. If such audit is not received by the Chartering Authority on or before December 31 of each year, it shall be considered a material breach of this Agreement, which the Charter School shall have 15 days, or such other time as the Parties may agree, to cure. The audit should express an unqualified opinion on the financial statements. A qualified audit opinion will result in an automatic review and explanation from the Charter School. In addition, any material

weaknesses in controls should be disclosed during the audit. A material weakness will result in a potential review and explanation from the Charter School. The Charter School shall also prepare and provide to the Chartering Authority a copy of its final annual budget for the upcoming fiscal year no later than June 1 of each year. In addition, the Charter School shall submit quarterly financial statements to the Chartering Authority and any other financial and/or operational reports pursuant to T.C.A. § 49-13-111.

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

9.8. Authorizer Fee. Pursuant to T.C.A. § 49-13-118, the Charter School agrees to the payment of an annual authorizer fee. The Chartering Authority shall use the authorizer fee exclusively for fulfilling its obligations as a Chartering Authority and before that fee is set will consult with the Charter School regarding the purpose and necessity of such expenditures, including the extent to which other funds available to the Charter Authority therefor.

10. Amendments

Pursuant to T.C.A. § 49-13-110, petitions to amend this Agreement shall follow the timelines established in T.C.A. § 49-13-108 for approval or denial by the Chartering Authority. 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 the Charter School's operation constitute material changes to this Agreement that require an amendment. However, the following changes (as well as any other changes mentioned in other sections of this Agreement as being material and requiring an amendment) are considered material and require an amendment:

- Material changes in the Charter School's mission;
- Changes in the Charter School's calendar that reduce the calendar at all in the first year of operation or 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 T.C.A. § 49-13-105.

Educational program matters not specifically identified in this Agreement or the Charter School's Application 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 Charter School's 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 Board of Directors including name and contact information;
- Changes in the school leader or, if applicable, the chief executive of the charter management organization including names and contact information; and
- Changes in any leadership in the Charter School or individuals serving as main contacts with the Chartering Authority, including names and contact information.

The following changes do not require an amendment, however, the Charter School shall notify the Chartering Authority of any of the following at least thirty (30) days prior to the change:

- Changes in school location to a location permitted by Section 1.5.

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 prior to the year in which this Agreement expires and in accordance with Chartering Authority renewal policies. This Agreement may be renewed without modification, except for the incorporation by attachment of the approved renewal application. The Parties may also amend this Agreement as part of the renewal process.

The Chartering Authority may elect not to renew this Charter Agreement pursuant to the Chartering Authority policies, 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. Any proposed amendments to this Agreement that are rejected by one of the Parties shall constitute denial of the renewal application. Denial of the renewal application by the Chartering Authority shall be final and not subject to appeal.

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

At any time during the term of this Agreement, the Chartering Authority may revoke this Agreement for any reason set forth in T.C.A. § 49-13-122, Chartering Authority rules or policies, and/or 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 and Chartering Authority policies.

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 closure, non-renewal, revocation, or voluntary surrender of the charter, the Charter School shall cooperate with the Chartering Authority to ensure orderly closure of the Charter School including, but not limited to:

- Timely notification of parents and teachers of the closure decision;
- Securing student records and transferring them to the LEA in which the Charter School is located;
- Assisting in placing students in appropriate schools;
- Managing all financial records consistent with the Chartering Authority's school closure requirements and policies; and
- Disposal of school assets in accordance with the Act and this Agreement.

The Charter School shall also comply with any closure policies or protocols established by the Chartering Authority.

Dissolution of the Charter School following revocation, expiration of this Agreement, dissolution or cessation of operations, or non-renewal shall comply with T.C.A. §§ 49-13-110(c) and 49-13-122. 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. Charter School personnel and the Board of Directors shall cooperate fully with any activity related to school closure or phase out. If assets of the Charter School were funded with funds from the Chartering Authority, other than funds described in Sections 9.1 and 9.2, and such assets remain after paying the Charter School's debts and obligations and not requiring return or transfer to donors or grantors, such assets will become the property of the Chartering Authority.

12. Indemnification and Hold Harmless

The Chartering Authority and Charter School each shall give immediate 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 and the State of Tennessee, its officers, agents, and employees from the following, but only to the extent of insurance coverage through the insurance required to be maintained pursuant to Section 7:

- a. Any claims, causes of action, liabilities, losses, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Charter School, its officers, employees, and/or agents, including its sub- or independent contractors, in connection with the performance of this Charter Agreement or relating to this Charter Agreement;
- b. 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 or disability accommodations; and
- c. 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;

provided that this indemnity does not include internal costs of the Chartering Authority, such as salary and benefits of staff and attorneys of the Chartering Authority.

In the event of any such suit or claim, the Charter School shall provide all assistance required by the State in the State's defense. Nothing contained herein shall be deemed to afford to the Charter

School, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by T.C.A. § 8-6-106.

13. Contract Construction

13.1. Waiver. The failure of either of the Parties to this Agreement 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.

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

13.3. Agreement. The Parties intend this Agreement, including all attachments and exhibits hereto, 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 the 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 lawful 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 acknowledgment of receipt, or three (3) days after mailing when sent by certified mail, postage prepaid. Such noticed shall be sent to:



If to the Chartering Authority:

Mailed to:

Tennessee State Board of Education
Attn: Elizabeth Taylor, General Counsel
710 James Robertson Parkway
1st Floor
Nashville, TN 37243

and emailed to:

Elizabeth.Taylor@tn.gov

If to the Charter School:

Mailed to:

Executive Director, KIPP Nashville
123 Douglas Ave.
Nashville, TN 37207

and emailed to:

RDowell@KIPPNNashville.org

Either party may change its address for notices under this Agreement by notice to the other party.

THE STATE OF TENNESSEE BY AND THROUGH THE
TENNESSEE STATE BOARD OF EDUCATION:

By: 

Printed Name: Dr. Sara Morrison

Title: Executive Director

Date: 4/23/18

By: 

Printed Name: Lillian Hartgrove

Title: Chair, State Board of Education

Date of Board Approval: April 20, 2018

CHARTER SCHOOL:

By: 

Printed Name: Randy Dowell

Title: Executive Director

Date: 5/4/2018

Sworn to and subscribed to before me, a Notary

Public, this 4 day of

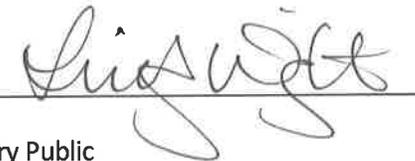
May, 2018 by

Randy Dowell, the

Executive Director of Charter School

and duly authorized to execute this instrument on

Charter School's behalf.



Notary Public

My Commission Expires 7-6-20





EXHIBITS

Exhibit 1- Approved Charter Application (“Charter School’s Application”)

Exhibit 2- Current Approved Performance Frameworks

Exhibit 3- Pre-Opening Checklist/ Protocol

Exhibit 4- Waivers

Exhibit 5- Original Agreement

KIPP Nashville Primary

A Proposed Metropolitan Nashville Public Charter School

Amended Charter School Application

KIPP:Nashville

Work hard. Be nice. Be honest.

July 9, 2015

For questions or additional information,
please contact:
KIPP Nashville
123 Douglas Avenue
Nashville, TN 37207
Telephone: 615-226-4484
Fax: 615-226-4401

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SECTION 1: ACADEMIC PLAN DESIGN AND CAPACITY

In this section applicants should provide a clear, specific and concise response regarding the existing academic plan, as it supports replication.

Mission and Existing Academic Plan

1. Provide a statement describing the mission of the new school.

KIPP Nashville Primary (KNP) will be part of the highly successful national network of Knowledge is Power Program (KIPP) schools that provide college preparatory education to more than 59,000 students in 162 schools located in 20 states and the District of Columbia. Nationally, more than 85% of KIPP students are eligible for the federal free and reduced-price meals program and more than 95% are African American or Hispanic/Latino. KNP will not only be a part of a high-performing national network of schools; KNP will be the sixth school in the KIPP Nashville region of schools that offer Nashville students a proven K-12 pipeline to and through college. KIPP at Kirkpatrick Elementary (grades K-4; opening under MNPS in 2015), KIPP Nashville College Prep Elementary (grades K-4; opening under MNPS in 2018), KIPP Nashville College Prep (grades 5-8; MNPS), KIPP Academy Nashville (grades 5-8; MNPS), KIPP Nashville Collegiate High School (grades 9-12; MNPS), and KIPP Nashville Middle (grades 5-8, being applied for concurrently through MNPS - proposed opening in 2019) comprise the feeder pattern that has already demonstrated high academic achievement for its students. With the guidance and support of the KIPP Nashville School Support Team (KNSST) and KIPP Nashville Board of Directors, KNP will help realize the KIPP Nashville vision to provide every student in Nashville access to a high-quality, college-preparatory seat in a public school.

The mission of KNP (and all KIPP Nashville schools) is to cultivate in our students the academic and character skills needed for them to succeed in high school, college and life beyond. These mission and vision statements were formed by the KIPP Nashville leadership team in conjunction with the KIPP Nashville Board of Directors.

As the fifth school opened and managed by KIPP Nashville in partnership with MNPS, KNP will address the following MNPS priorities:

1. KNP will advance academic performance of students that underperform (Review and Target) over multiple years on the Academic Performance Framework (APF) through location in a community with persistently low-performing schools and recruitment of students who are zoned for persistently low-performing schools.
2. KNP will add to (and not diminish) the number of schools with student enrollment diversity in Nashville by leveraging its network and local reputation to recruit from geographically close, diverse communities.
3. KNP will account for and advance identified needs in the context of recently approved new schools (district and charter) that may be growing to address those needs already identified by providing increased access to a high-performing, college-preparatory feeder pattern (including prioritized admission to a KIPP high school) for students who are currently without convenient access to such schools.

Based on the performance of KIPP Nashville's current portfolio of local schools formed in partnership with MNPS and in alignment with the MNPS strategic plan, KNP will be positioned to:

- Increase the number of MNPS Achieving or Excelling schools in MNPS
- Increase access to Achieving or Excelling schools for those MNPS students who are not currently enrolled in a school with this distinction

- Establish annual performance targets and benchmarks aligned with the MNPS Academic Performance Framework
2. Describe the existing academic plan.
 - Describe any key academic plan features for the replication school that will *differ* from the operator's existing schools.
 - Explain why you would implement these different features, any new resources they would require, and the rationale for the variation in approach.

The KNP plan does not differ significantly from the plan approved by MNPS for KIPP Nashville College Prep Elementary (Attachment 12). KNP will open in the same community as KNM as a neighborhood new-start charter providing a high-need community a high-performing college-prep option in a community the MNPS Board designates as having the greatest need. The model being replicated is that outlined in the KNCE application because of its robust support to bridge gaps for students who may have previously been enrolled in a persistently low-performing school.

KNP will organize students into four classes per grade, of approximately 25 students each with co-teachers in all kindergarten and first grade classrooms. In second through fourth grades, the staffing model will shift to one support teacher to push in for intensive support and co-teaching during select blocks. A flexible grouping method for intervention will facilitate smaller groupings for literacy intervention periods without the co-teaching model.

The experience of KIPP Nashville and KIPP elementary schools across the country has afforded practice-based support for the curricular materials being adopted by KIPP Nashville primary programs. Our instructional design includes a balanced literacy program, including word study, vocabulary, shared reading, read aloud, guided reading, and writer's workshop. The literacy curriculum will be based on Wilson's Foundations and Core Knowledge. In math, we will have a traditional math block (based on the Great Minds Eureka curriculum), as well as a problem solving section based on the principles of Cognitively Guided instruction (CGI). All curricular materials are aligned to the Common Core and are being implemented at KIPP at Kirkpatrick in the 2015-16 school year. Annually, our regional Director of Curriculum and Assessment will lead a curriculum evaluation process to refine and revise our materials before implementing across our elementary schools in the following year. We will update our curriculum annually and implement across our elementary schools. KIPP Nashville has also adopted a blended learning strategy to provide increased individualization for each student using 1:1 Chromebooks during daily intervention time in upper grades. Curricula like Achieve 3000 and Khan Academy are utilized on this platform to supplement the core curricular materials and provide computer-adaptive, standards-aligned practice for each student in reading and math. KIPP Nashville employs a regional approach to curricular adoption to better leverage the resources and support of the KNSST and national network and reserves the right to modify curricula to other standards-aligned programs as dictated by data.

Target Population and Enrollment

1. Describe the target student population of the replication school, including the demographic profile.

KNP will partner with MNPS to identify a community with limited access to high-performing, college-prep schools as the target community for the school. KNP, like all KIPP schools (including those in Nashville), is designed with the needs of students who come from low-performing schools and may be behind grade level in reading and/or math, and/or require intervention to meet and exceed standards. In Nashville, these students are largely low-income (qualifying for free or reduced lunch) and/or students of color (African American and/or Hispanic). Because the capacity to meet these needs is a foundation of the model (data-driven decision-making, robust time and capacity for intervention, and differentiation as a

core element of instruction), KNP is designed with the capacity to meet the diverse needs of a diverse population (including intensive intervention, remediation, and enrichment).

2. Explain the need for this particular school with regards to the target student population.

KNP will meet the needs of the target student population by expanding access to a proven high-performing, college-prep program in a community currently without such options. Although the school will actively recruit from diverse communities as a secondary focus, the families that are choosing KIPP for their students often have the lowest performing students and the primary recruitment target will be a high-needs community. The majority of KIPP Nashville students come from low-income families and ethnicities under-represented in four-year universities. Of the 645 students enrolled in the two middle schools and one high school, 88% qualify for free or reduced lunch and 96% identify as African American and/or Hispanic.

Although MNPS is closing the achievement gap more quickly than the state average (in large part because of the innovation models, like KIPP, that MNPS supports) and has a smaller gap across all subgroups than that of the state, a substantial gap still exists across all subgroups (as captured in the MNPS 2014 *District Accountability Report*. <<http://www.innovation.mnps.org/AssetFactory.aspx?did=97327>>.).

Closing this gap is something KIPP Nashville is doing with its students in its existing schools. All three KIPP Nashville schools are largely comprised of low-income students of color and have a percentage of students who qualify for special education that is the same as or greater than that of the district average. Both KIPP Nashville middle schools were designated as “Excelling” in the most recent year for which data is available. KIPP Nashville is not only one of the highest performing charter operators in Nashville, it is the longest-tenured charter operator with a focus on college preparation. This proven track record positions KIPP Nashville as a partner for MNPS in closing the achievement gap and increasing the number of high-performing schools.

3. Describe how the implementation of the academic plan will meet the needs of the proposed target population.

More than 160 KIPP schools serve predominantly low-income students of color across the country through a model that is designed to close the achievement gap. In KIPP regions across the country, KIPP schools have earned distinctions such as the following:

- Of the 12 regions with a KIPP high school, the college matriculation rates of KIPPsters versus students at traditional local schools was 31 percentage points higher (2013).
- In 2013, 55% of KIPP 8th graders outperformed their national peers in reading and 59% did so in math, despite the fact that more than half of those students enrolled in KIPP below grade level in both subject areas.
- By the end of 8th grade in 2013, 93% of KIPP classes outperformed their local districts in reading and 89% did so in math.

In fact, a recent third-party study of KIPP schools by the Mathematica Policy Research firm found vast evidence of the impact and effectiveness of the KIPP model. Researchers concluded:

- KIPP middle schools have positive and statistically significant impacts on student achievement across all years and all subject areas examined, and the magnitude of KIPP’s achievement impacts are statistically substantial.
- KIPP does not attract more able students (as compared to neighboring public schools) and KIPP’s achievement gains are similar for the matched comparison design and the experimental lottery

analysis--demonstrating that parental motivation cannot explain KIPP students' achievement gains.

- Average KIPP impacts on a nationally normed test that includes items assessing higher-order thinking skills were similar to impacts on high-stakes state tests, proving that the academic growth students demonstrate is more expansive than that afforded by “teaching to the test”.
- Academic gains at many KIPP schools are large enough to substantially reduce race and income-based achievement gaps.

Nearly ten years of KIPP experience in Nashville reinforce this data. As demonstrated in the data compiled in Attachment 7, KIPP Nashville students make enormous growth in the four years they attend a KIPP Nashville middle school and ultimately outperform the district and state across all content areas. See Attachment 7 for a snapshot of the KIPP Nashville portfolio’s achievement. The foundational elements of the KNP model and all KIPP Nashville schools—extended instructional time, standards-aligned curriculum, recruitment and support of highly-skilled educators, values-based character education, data-driven decision-making, and embedded intervention—are research and practice-proven strategies for the target population and allow the flexibility needed to differentiation for diverse learners.

4. Describe any enrollment practices, processes, and policies that will *differ* from the existing school.

All enrollment practices and processes will be the same as those outlined in the KIPP Nashville College Prep Elementary charter with the following exceptions:

- 1) The recruitment strategy for KNP will include a secondary focus on diversity in the student population, after the primary recruitment focus of the target community identified in partnership with MNPS (which will ideally be a low-income community with limited access to high-performing school programs or the students zoned for a persistently low-performing school). This change in recruitment strategy is intended to align with the diversity plan outlined as Attachment 13.
- 2) Siblings will receive priority enrollment within and across KIPP Nashville schools.
- 3) KNP will accept up to 100 students in each grade level (outlined in the table below), enrolling new students through fourth grade when seats are available. This differs from the original enrollment pattern that assumed 96 students with attrition built-in each year. KNP will accept up to 100 students per grade as a new start or up to the number of students zoned for each grade in a restart school (if that number exceeds 100), organizing students into four classrooms of ~25 students per classroom per grade level.

Outside of the recruitment focus and enrollment preferences outlined above, KNP will utilize the same practices outlined in the KIPP Nashville College Prep Elementary charter, which has resulted in full enrollment of the target populations at all KIPP Nashville schools in operation.

5. Complete the enrollment summary chart below.

GRADE LEVEL	NUMBER OF STUDENTS					
	YEAR 1 2017-18	YEAR 2 2018-19	YEAR 3 2019-20	YEAR 4 2020-21	YEAR 5 2021-22	AT CAPACITY 2020-21
K	100	100	100	100	100	100
1	100	100	100	100	100	100
2	0	100	100	100	100	100
3	0	0	100	100	100	100
4	0	0	0	100	100	100

TOTAL	200	300	400	500	500	500
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Performance Management

1. Describe any mission-specific **educational** goals and targets that the organization will have. State goals clearly in terms of the measures or assessments you plan to use.

All KIPP schools are built on KIPP’s Five Pillars—the foundational elements of all KIPP schools that ensure KIPP students are on a predictive path to and through college. The Five Pillars are:

1. **High Expectations:** Clearly defined, measurable expectations for all students; no excuses; culture of achievement and support
2. **Choice and Commitment:** All stakeholders make the choice to be a part of the school community; all stakeholders codify this choice with a commitment to excellence
3. **More Time:** Longer day, week, and year; student and staff development each summer; allocation of instructional minutes that prioritizes student needs
4. **Power to Lead:** School leaders drive decision-making; flexibility to meet the needs of students and their community; support and development for leaders to leverage best practices from across the country
5. **Focus on Results:** Objective data to measure progress and set goals; unrelenting focus on achievement for every student

As a KIPP school guided by the Pillars, KNP is characterized by its use of rigorous annual and long-term goals to drive programming. Frequent, reliable, objective assessment measures evaluated by all staff provide real-time data on the school’s progress toward goals and inform supports for students and staff. KIPP Nashville has completed a robust strategic planning process that organizes the goals for each school within six regional strategic imperatives. These imperatives ensure the organizational health and success of each KIPP Nashville school and provide a roadmap for each school to meet its mission. The table below outlines the six strategic imperatives for KNP (and all KIPP Nashville schools) with goals and measurements for each imperative.

KIPP Nashville Strategic Imperatives

Goal	Assessment Measure	Metric
Imperative 1: We are serving the children who need us.		
KNP is a desirable school of choice for the target community.	<ul style="list-style-type: none"> • Size of waiting list • Student retention data 	<ul style="list-style-type: none"> • Number of lottery applications for KNP will exceed the available number of seats with a waitlist in place at the first day of school
KNP is serving high-needs students with the same or higher populations than that of MNPS	<ul style="list-style-type: none"> • Demographic information for enrolled students 	<ul style="list-style-type: none"> • Percentage of SPED students is at least within 2% of that of MNPS, • Percentage of students who qualify for free/reduced lunch is $\geq 80\%$
KNP is recruiting a population that advances MNPS goals for diversity	<ul style="list-style-type: none"> • Demographic information for enrolled students 	<ul style="list-style-type: none"> • Student enrollment demographics will align with the KIPP Nashville Student Diversity Plan
Imperative 2: Our students are staying with us.		

KNP student net attrition (average enrollment divided by capacity) is below the KIPP national average and MNPS average.	<ul style="list-style-type: none"> • Student net attrition rate • Attendance reports 	<ul style="list-style-type: none"> • Annual net attrition (September 1 – June 1) of 3.5% or less • Attendance of 95% or more
Imperative 3: Our students are progressing and achieving strong academic and character growth.		
KNP students are on the path toward TNReady/TCAP proficiency.	<ul style="list-style-type: none"> • TCAP/ TNReady scores • TVAAS rankings • STEP Literacy Assessment 	<ul style="list-style-type: none"> • STEP Literacy assessment goals: <ul style="list-style-type: none"> ○ By end of Kinder, 90% of students score at STEP 3, 80% at STEP 4 ○ By end of 1st, 90% at STEP 6, 80% at step 7 ○ By end of 2nd, 90% at STEP 9, 80% at the 10 • KNP will score in the top quartile of MNPS elementary schools on TN Ready and TCAP assessments in 3rd and 4th grades, with 5% annual increases in proficiency (KIPP Nashville will adjust this goal annually as data dictates is appropriate) • KNP will have a positive average school-wide TVAAS for reading and math annually
KNP are meeting college ready targets.	<ul style="list-style-type: none"> • MAP results 	<ul style="list-style-type: none"> • 70% of students meet their MAP growth goals. • By 4th grade, ≥60% of students exit at the 75th percentile according to MAP.
Imperative 4: Our alumni are climbing the mountain to and through college.		
KNP students and alumni demonstrate college-readiness.	<ul style="list-style-type: none"> • MAP results • Alumni database reports • ACT test results • Alumni report cards and transcripts 	<ul style="list-style-type: none"> • 100% of matriculating KIPPsters participate in the KTC program
Imperative 5: We are building a sustainable people model.		
KNP employees strongly believe in our mission and values	<ul style="list-style-type: none"> • Healthy School Review staff surveys 	<ul style="list-style-type: none"> • 95% agree or strongly agree that “my school’s mission is important to me”
KNP employees understand and uphold expectations	<ul style="list-style-type: none"> • Employee evaluation reports 	<ul style="list-style-type: none"> • 100% of teachers will receive formal feedback within the KIPP Nashville Performance Management framework
KNP recruits and retains highly effective teachers.	<ul style="list-style-type: none"> • Teacher retention rate • Staff retention rate 	<ul style="list-style-type: none"> • Teacher retention rate of 75% average over 3 years • Non-teaching school staff retention rate of 80% (of staff members asked to return)

		<ul style="list-style-type: none"> • Operations staff retention rate of 80% (of staff members asked to return)
KNP employees develop personally and professionally while on the KIPP team.	<ul style="list-style-type: none"> • Employee evaluation reports 	<ul style="list-style-type: none"> • 100% of KIPP Nashville employees have defined performance and development goals • 90% of employees reach, exceed, or show significant progress toward developmental goals
KNP has a deep leadership bench.	<ul style="list-style-type: none"> • Employee evaluation reports • Hiring reports • Leadership portfolio 	<ul style="list-style-type: none"> • 70% of leadership positions are filled by internal candidates
Imperative 6: We are building a sustainable financial and operational model.		
KNP meets financial targets that support regional growth and sustainability.	<ul style="list-style-type: none"> • Finance reporting package • Fundraising reports 	<ul style="list-style-type: none"> • Cash flow neutral annual budget after fundraising • KIPP Nashville meets annual fundraising targets
KNP operates efficiently and is compliant with local, state, federal, and grant regulations.	<ul style="list-style-type: none"> • Audit letter 	<ul style="list-style-type: none"> • Unqualified audit • 100% current on all MNPS and State reporting • 100% grant compliance
The KIPP Nashville Board is powerful and effective.	<ul style="list-style-type: none"> • Completed on-boarding process • Feedback prior to each board meeting • Feedback at each board meeting 	<ul style="list-style-type: none"> • Board bylaws will reflect KIPP Nashville mission and values • All board members will know their progress toward annual give or get target • Each board member will tour the school at least once per year

2. Explain how the organization will measure and evaluate academic progress – of individual students, student cohorts, each school, and the network as a whole – throughout the school year, at the end of each academic year, and for the term of the charter contract.

As a KIPP school, the focus on results is measured through frequent, objective measures of progress toward goals. As outlined above, KIPP Nashville schools use a variety of assessment measures to evaluate academic progress of students, both as individuals and in groups. Grade level teams analyze data to place students into flexible tiers for intervention in reading and math. In addition, each teacher analyzes individual student data, with the support of his/her coach and instructional leaders, both to inform instruction for students and professional development for teachers. The leadership team also analyzes data by student, cohort, grade, and content level. This data analysis is supported by the regional Chief Academic Officer to determine school-wide needs and structures and inform the support provided to each school from KNSST.

Formal Assessment

Each student new to KNP participates in baseline assessments, which both informs instruction and support for that student and provides a baseline from which progress is measured for sufficient growth. Baseline assessments may include but are not limited to NWEA MAP (as a universal screener for reading and math), AIMSWeb (math and reading) and University of Chicago’s Strategic Teaching and Evaluation

of Progress (STEP)¹ for literacy, all of which are used in KIPP primary programs across the country. Outside of baseline testing, the MAP is administered twice annually (once in the fall, 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. AIMSWeb is used to drive intervention, measure progress toward annual growth goals, and inform instruction. Students through third grade participate in ongoing STEP assessments to drive literacy instruction and flexible groupings for literacy intervention.

Academic progress throughout the year is measured in several ways. Standards-aligned interim assessments are given quarterly for each subject and grade level. Teachers and their coaches then use a quarterly data day to analyze student achievement by cohort and by individual student to develop and revise data-driven action plans to inform instruction in the coming quarter. In addition, progress monitoring assessments occur following the RTI model after each appropriate period of intervention. These progress monitoring assessments allow the RTI team and teacher to determine if a student is progress at the anticipated rate, or if they need an additional intervention. Between these formal assessment periods, teachers are giving standards-aligned formative assessments at the weekly, and often daily, level to tailor instruction to student learning.

At the end of each year, the school leader and CAO analyze student performance data from STEP, MAP, and TNReady/TCAP. The school will annually measure percentages of proficiency in the student body, as well as individual student growth. Disaggregated data for subgroups will be instrumental in helping the school leader, with the guidance of the KIPP Nashville CAO, develop school-wide protocols and professional development to support goal attainment for all students.

All instructional staff participate in ongoing professional development to evaluate and leverage assessment data in their instructional planning and to inform their own professional growth goals. Data days built into the annual calendar provide dedicated pupil-free time for teachers and their coaches to dig into the data to plan how to best meet the needs of students and meet and exceed goals.

The table below outlines the types of formal assessment measures to be used. KNP will comply with all state-mandated assessments and guidelines and may choose to supplement or swap out the formal assessment measures not governed by state and/or district policy to more effectively measure the needs and growth of students.

Assessment Schedule

Assessment Name	Assessment Area	Students Assessed	Frequency
NWEA MAP (or similar nationally-norm-referenced assessment)	Reading, ELA, math	Grades K-4	2 times annually (baseline and spring)
STEP, Fountas & Pinnell	Literacy	Grades K-3	As needed
AIMSWeb	Math and reading	Grades K-4	Quarterly; more often for specific students as needed
TNReady/TCAP (or other state-mandated criterion-referenced assessment)	Reading/ELA, math, social studies, science, writing	Grades 3-4	Once annually (as dictated by state guidelines)
English Language	English language	Grades K-4	Upon identification of a

¹ < <http://www.uchicagoimpact.org/step>>.

Development Assessment	proficiency/eligibility for ELL services	as needed for students who are not native speakers	language other than English at home and once each subsequent spring
Standards-aligned Periodic Assessments (developed by the region)	Reading/ELA, math, science, social studies	Grades K-4	Quarterly

All formal assessment data is continually tracked by the KNSST through a regional dashboard, frequent school visits, and weekly school leader coaching sessions in order to best leverage the regional team’s support for each school. Through the school leader’s professional development plan (and individualized coaching), professional development for school site staff, and other interventions afforded by the regional office’s instructional team, KNP will benefit from real-time support and expertise in response to data to ensure all students and student groups are on-track to meet and exceed goals.

Informal Assessments

Informal assessment data will supplement the myriad formal assessments administered throughout the year in each grade level at KNP to provide another means of measuring academic growth. Through training provided by the KIPP Foundation, the KNSST, and the school leadership team, each instructional staff member will be held accountable for administering informal formative assessments and using the data from those assessments to inform instruction. Teachers will be guided to implement best practices like 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.

3. Describe the organization’s approach to academic underperformance for schools that fall short of student academic achievement expectations or goals at the school-wide, classroom, or individual student level.

As a region of schools with nearly ten years of experience in Nashville and a robust team of experts in the School Support Team regional office, KIPP Nashville is well-positioned to provide KNP the support it needs to meet and exceed goals. The experience and results of a burgeoning portfolio of high-performing KIPP elementary schools across the country provides foundational tools and structures that KNP will leverage. The CAO and academic team at the KNSST frequently review formal data through a school site dashboard, where assessment data is logged for easy, real-time access. Frequent school site visits and collaboration with the leadership team enable the regional team to stay engaged in the school’s progress and provide interventions to the school as necessary to meet and exceed goals. Each principal participates in regularly-scheduled, weekly one-on-one meetings with the regional CAO, wherein data from the dashboard is evaluated and action steps are brainstormed accordingly.

If data for individual students, subgroups, cohorts, or the whole school is not on-track for goal attainment, intervention begins first at the school site level. Individual teacher support is implemented through a coaching model that matches every teacher with a designated coach with whom s/he meets each week. Regular PD and collaborative planning time is designated each week, which may provide for additional supports to focus on responding to data. The regular schedule for KNP includes quarterly data days wherein the whole staff works together to analyze data and plan collaboratively in response—this planning is guided by instructional coaches and the leadership team and is responsive to the data as it

becomes available. Beyond that, teachers meet bi-weekly with their coach to analyze formative data and action plan for student learning. All of the work within the school is underpinned by the coaching and support provided to the leadership team through the support of the CAO.

When the data shows that individual students are not on-track to meet goals, the Response To Intervention (RTI) protocol is utilized. Both KIPP Nashville middle schools fully implemented the state's RTI² model in the 2014-15 school year, and will have one year of elementary level implementation (at KIPP Nashville Elementary at Kirkpatrick) to leverage on behalf of KNP. Through built-in daily intervention time wherein students are flexibly grouped by data and other intervention measures built into the school schedule (like pull-out groups, tutoring, etc.), individual students will receive tailored support to ensure they are making the progress necessary to meet annual goals. The KNP model is built with intervention time and data to drive student groupings during this time, which facilitates the flexibility needed to provide instruction that meets students where they are. Co-teaching models and additional support staff provide the capacity to effectively implement these interventions. The one-on-one coaching model for every instructional staff member and collaborative planning time amongst co-teachers ensures each teacher has dedicated time for collaboration and guidance to best respond to the data in their instruction.

Should school-site planning fail to yield timely results when academic performance falls short of goals, the regional team is positioned to provide more intensive support across the school. The KNSST is available not only to collaborate and plan strategies to address the data, but also to provide training, model best practices, acquire tools and resources, and provide direct services as needed until the school is back on-track to meet its goals.

4. Describe the organization's plans to monitor performance of the portfolio as a whole. What actions will you take if the network as a whole fails to meet goals? Discuss how the organization assesses its readiness to grow and under what circumstances the organization will delay or modify its growth plan.

Healthy School Review

The Healthy School Review (a KIPP Foundation initiative) considers a variety of data points, from stakeholder surveys to longitudinal growth of subgroups across schools on the MAP. The leadership team at the regional level works with each school leader to analyze the school's data and its context within the region. This data collection is supplemented, for new schools or schools with new leaders, by a School Quality Review administered by a third-party provider in cooperation with the KIPP Foundation. The purpose of the Healthy School Review is to assess each school's (and the region's) strengths and areas for improvement to prioritize next steps. The review also expands the capacity of KIPP staff and school leaders to use a common framework for discussing, evaluating and understanding school health as the region grows.

The Healthy Schools Review analyzes the major organizational components of each school, and the region as a whole, to set goals and establish supports in the coming year. The KIPP Foundation collects this data and collaborates with regions to ensure they are positioned for success, providing another means of accountability (and resources) to the regional team. Some of the data considered in this review includes (but is not limited to):

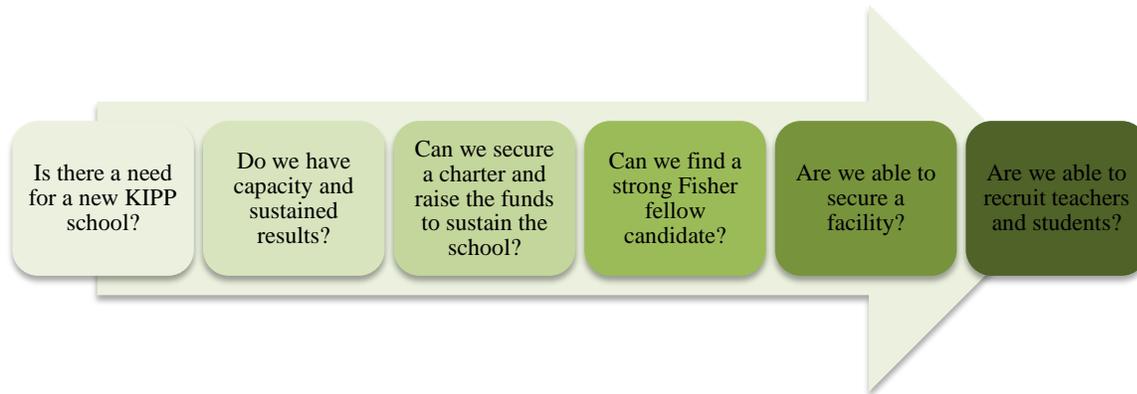
- Reports from School Quality Reviews/programmatic audits (provided by a third-party team)
- Financial audit and related documents
- Discipline/character education data
- Analysis of human capital data, including leadership matrix evaluation
- Stakeholder survey data (from students, parents, and teachers)

- Student assessment data (MAP, TNReady, etc.)
- College matriculation and retention data

Growth Readiness

A hallmark of the KIPP Nashville growth plan is intentionality around capacity and expertise needed to launch new schools that are successful from the start. Around the country, charters with few years of experience and results grow new schools. KIPP Nashville made the decision to wait until the flagship school had been meeting/exceeding all targets for eight years and the region had the support of the Charter School Growth Fund to ensure the regional capacity was in place before opening a second campus. This approach to growth continues to prevail, and the Board and ED collaborate to review data against national best practices for growth readiness to ensure all new KIPP Nashville schools are positioned to exceed expectations from the first day of operation.

KIPP Nashville completed a strategic planning process in 2012, with the support of the KIPP Foundation and the Charter School Growth Fund. This strategic planning process considered growth needs and established measures for green lighting regional growth based on the experience of high-performing charter operators across the country. Considerations for growth include those outlined in the graphic below.



Part of the rigorous bar set for growth comes from the KIPP Fisher Fellowship selection process, a highly-competitive selection process for new KIPP school leaders that is led by the KIPP Foundation. All potential leaders go through a months-long process that includes interviews, analysis of their performance data and track record, and performance tasks to determine their readiness to be school founders. Regional offices may nominate candidates, but the assessment of readiness comes from the national organization and sets a high bar for any future leader to meet. Once a Fisher Fellow has been selected, s/he must still successfully complete a year-long training program that includes support in visioning the school, residencies at other high-performing schools across the country, and rigorous professional development before s/he is allowed to open a new school.

The robust capacity at the regional office and strong performance of each school in the portfolio to date have demonstrated the region is ready to grow. As described in Section 2.1, the decision to add elementary schools to the KIPP Nashville pipeline is based on the performance of both the KIPP region and a national portfolio of KIPP elementary schools. KNP responds to nation-wide evidence that complete K-12 pipelines to college are a more reliable means of moving KIPPsters to and through college. In February of 2015, KIPP Nashville decided to delay the opening of KIPP Nashville College Prep Primary in order to focus on the conversion work at Kirkpatrick.

SECTION 2: OPERATIONS PLAN AND CAPACITY

Provide the following information about the organization or network growth plan and capacity to carry out that plan with quality and integrity.

Network Vision, Growth Plan, & Capacity

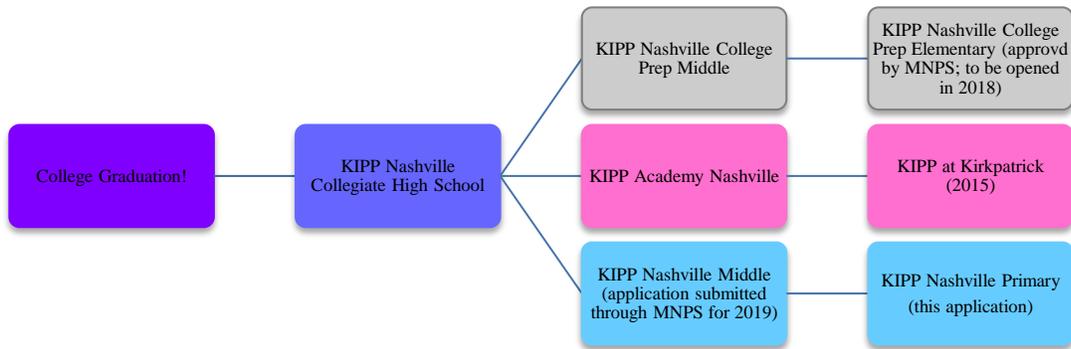
1. Describe the network’s strategic vision, desired impact, and five-year growth plan for developing new schools in Tennessee. Include the following information: proposed years of opening; number and types of schools; any pending applications; all currently targeted markets/communities and criteria for selecting them; and projected enrollments.

Vision

The vision of KIPP Nashville is that every student in Nashville will have access to a high-quality, college-preparatory seat in a public school. To this end, KIPP Nashville has developed a growth plan (as a component of the strategic plan described above) that establishes complete K-12 pipelines to college for students in Nashville with otherwise limited access to high-performing, college-prep schools.

Growth Plan for KIPP Nashville

To date, KIPP Nashville has successfully opened and operated two middle schools and one high school for a 5-12 feeder pattern. KIPP Nashville is opening KIPP at Kirkpatrick this year through MNPS. this primary (opening 2017) school and a third middle (opening 2019) school is being concurrently applied for through MNPS in 2015, and a third primary program (already approved through MNPS) opening in 2018 to complete the KIPP Nashville feeder pattern. Prior planning relied on partnership with an existing high-performing elementary operators to provide the pipeline KIPP Nashville middle schools, but this approach to growth was revised for two major reasons. First, the gap-closing performance of KIPP elementary schools across the country demonstrates the practice-proven best practices established for primary schools in the KIPP network. Second, there were no elementary partners in Nashville with the deep knowledge and relationships with families in the communities with whom KIPP Nashville is partnered. In order to ensure the families who pursue KNP will have access to a high-quality K-4 elementary program, KIPP Nashville is simultaneously applying for KIPP Nashville Middle through MNPS to be established in the same area as KNP (the third primary charter applied for). This will complete the short-term vision for growth in Nashville by providing three communities K-12 programming in the form of three primary schools, three middle schools, and one high school (that will receive all interested matriculating 8th graders from the three middle schools).



At capacity, KIPP Nashville will graduate 148 students per year. Our goal is for 100% of these students to score higher than a 21 or higher on the ACT and be positioned to matriculate to, and graduate from,

college. By the region’s 10th year of operations, KIPP Nashville will have graduated 545 students, which would increase the number of college-ready students in east and north Nashville by more than 50%.

School	Location	Grades Served at Capacity	Opened	Year Capacity Reached	Enrollment at Capacity
KIPP at Kirkpatrick Elementary School	1000 Sevier Road, Nashville, TN 37206	K-4	2015	2018	500
KIPP Academy Nashville	123 Douglas Avenue, Nashville, TN 37207	5-8	2005	2008	350
KIPP Nashville College Prep Elementary	3410 Knight Road, Nashville, TN 37207	K-4	2018	2020	480
KIPP Nashville College Prep	3410 Knight Road, Nashville, TN 37207	5-8	2013	2016	350
KIPP Nashville Primary	TBD in cooperation with MNPS, in same community as KNM	K-4	2017 (pending approval)	2020	500
KIPP Nashville Middle	TBD in cooperation with MNPS, in same community as KNP	5-8	2019 (pending approval)	2022	350
KIPP Nashville Collegiate High School	123 Douglas Avenue, Nashville, TN 37207	9-12	2014	2017	463

Target Communities

To date, KIPP Nashville schools have been established in the east and north Nashville communities because of their high-percentage of low-income Hispanic and African American students with limited access to high-performing college-prep schools. KIPP Nashville intends to open both KNM and KNP in a community identified by MNPS as the community of greatest need. In addition, students from KNP will receive priority enrollment to KIPP Nashville Collegiate High School, making geographic proximity to the established schools a better fit for families. KNP will be open to all students who are eligible for enrollment in an MNPS school; however, recruitment of diverse students in the immediate communities of the school will be a first priority. It is the goal of KIPP Nashville to collaborate with MNPS to determine a community that is most high-needs for the third middle and primary schools to be established.

2. [If the existing portfolio or growth plan includes schools in other states, explain specifically how Tennessee fits into the overall growth plan.](#)

Not applicable: KIPP Nashville is not part of a national Charter Management Organization, nor will KIPP Nashville operate schools outside of Nashville.

3. [Provide evidence of organizational capacity to open and operate high quality schools in Tennessee and elsewhere in accordance with the overall growth plan. Outline specific timelines for building or deploying organizational capacity to support the proposed schools.](#)

KIPP Nashville Capacity

The KIPP Nashville team has not only founded, launched, and operated three successful schools in MNPS (with two more approved and in the planning year), but has had more than ten years since the founding of

KIPP Academy Nashville (KAN) to develop relationships, policies and procedures that build the capacity of the organization as a whole. The executive director is the founder of KAN and has been at forefront of increasing high-quality, college-prep education in Nashville for more than ten years. The combined experience and capacity of the KNSST will benefit KNP tremendously. The majority of the staff at KIPP Nashville and the leadership of KNP will be developed from within the organization, which has significant experience and demonstrated skill in effecting the outcomes described herein with similar students in a similar community. Moreover, all KIPP Nashville staff have participated in robust, ongoing development to ensure their capacity to meet the needs of the growing KIPP Nashville network is more than sufficient. In addition to the funding provided through both Race To The Top and the Charter School Growth Fund (CSGF), KIPP Nashville has benefitted from planning support and refinement from CSGF, independent consultants, and the KIPP Foundation (which requires regions to create 5-year plans that are vetted by national level experts). As a result of this support, KIPP Nashville has been able to grow its regional office to afford the expertise, capacity, and structures and systems necessary for all subsequent growth to be successful (rather than having to wait for an increase in students to afford greater capacity to plan).

Responsibilities of the KIPP Nashville School Support Team

KIPP East Nashville Preparatory, doing business as KIPP Nashville, is a non-profit 501(c) (3) organization that was formed in 2011 with the sole purpose of ensuring the success and health of each KIPP Nashville school. Through economies of scale, retention of educational expertise, resources, and other means of support, the KNSST increases the productivity and outcomes of each school by empowering each school leader to focus on student achievement. KNSST staff oversee financial, operational, development, and advocacy responsibilities for each school, in addition to creating an economy of scale that is leveraged for increased organizational strength. The data and academic arm of the organization leverages expertise and capacity for professional development, coaching, curriculum and instruction, and assessment and data to ensure every school has access to the strategies necessary for every child to succeed. As a support entity, KNSST facilitates collaboration amongst local schools and to provide KIPP Nashville with access to a national network of proven results. The regional office also provides increased accountability for each school in real-time to ensure every site is on a predictive path to meeting and exceeding goals. KIPP Nashville is accountable not only to the charter authorizer, but the national KIPP Foundation, for eliminating any excuses for schools and ensuring every leader has the support s/he needs to be successful.

The KNSST will provide the following services and benefits to KNP:

- Vertical teaming and access to teachers of middle and high school grades within the KIPP Nashville network to align curriculum and instruction for a seamless approach;
- Curriculum and assessment development and support (through the regional network and the services of the CAO);
- Shared professional development with other teachers serving KIPP students in Nashville, as well as access to PD that may not otherwise be feasible or accessible to stand-alone schools (especially that provided by other high-performing elementary schools in the national KIPP network);
- Talent management and development support, such as faculty recruitment, support and training;
- Operational and fiscal support, providing for a more streamlined staffing model to handle these affairs within the school site (including bookkeeping, accounting, audits and reporting);
- A unified, experienced, well-trained board that advocates for all sites within the region;
- Data collection and analysis to drive school-wide goal-setting and instructional practices;
- Oversight of compliance with NCLB, as well as all other local, state, and federal guidelines;
- Development of instructional technology tools and training/support for effective implementation;
- Research and dissemination of best practices;
- Facilities acquisition, management and maintenance, and;

- Fundraising.

See Question 3 in the Management and Governance section below for more details about the specific roles and responsibilities of the KNSST.

4. Discuss the results of past replication efforts and lessons learned – including particular challenges or troubles encountered and how you have addressed them.

In other KIPP regions, schools that collaborate with each other and share best practices and resources have shown significant improvement over isolated charter school sites. Growing KIPP in targeted regions contributes to the quality of schools and provides a platform for sustainability over time. Data show that the student growth in core areas is more significant in KIPP clusters—areas in which more than one KIPP school is located and working together, like KIPP Nashville. Regions like KIPP DC, where students outperform their district peers in some grades by as much as 51% on state-mandated assessments; KIPP Metro Atlanta, where 93% or more of students in all grades served by KIPP meet or exceed state standards on state-mandated assessments; and KIPP NYC, where students outperform their district peers in all grades and all content areas assessed by state assessments by an average of 25%² demonstrate the impact that a regional KIPP hub can make on its enrolled students. For this reason, the KNSST was established and will support KNP through opening to ensure that the challenges of replication are effectively mitigated.

KIPP Nashville has successfully navigated a number of challenges in its founding and approval of five schools and operation of three, to date. One of the most significant challenges is recruiting, retaining, and developing the caliber of educational expertise necessary to implement such a rigorous program. KIPP Nashville has addressed this in several ways. First, KIPP Nashville is strengthening partnerships with talent pipelines like the KIPP Foundation, The New Teacher Project, and Teach For America to ensure access to the most qualified candidates and supplementation of its own internal recruitment and development processes. The region is also moving away from a model dependent heavily on recruitment and has crafted professional development strands for PD that ensures teachers are ready to teach effectively. Each school model includes a codified leadership pipeline and leadership capacity building is a domain for every staff member’s professional growth and annual evaluation. The region has also added capacity to its team for talent recruitment and selection through the addition of a Director of Talent and Recruitment.

Another replication challenge has been securing appropriate facilities in the target communities. KIPP Nashville College Prep is in an under-utilized facility, but is also anchored in a community with a declining population; moving forward, KIPP Nashville will prioritize facilities in communities that are oversubscribed. Cooperation and collaboration with authorizers has enabled KIPP Nashville to secure long-term leases for facilities and a scalable long-term lease agreement, in addition to partnerships with potential facilities support entities like the Tuner-Agassi Charter Schools Facilities Fund and the Education Fund of America. These opportunities have incited visioning of a regional campus that may become part of the long-term solution to facilities challenges.

² Annual KIPP Report Card. < <http://www.kipp.org/reportcard/2012>>.

School	Option 1	Option 2	Option 3	Option 4
KIPP Nashville Primary	Partner w/ vendors like Turner-Agassi*	Leverage local commercial real estate partners**	Leverage strong banking relationship to pursue construction loan	Leverage current partnership w/ the district
KIPP Nashville Middle	(Partner w/ vendors like Turner-Agassi*)	Leverage local commercial real estate partners**	Leverage strong banking relationship to pursue construction loan	Leverage current partnership w/ the district

Finally, quickly yielding the same high levels of achievement and growth in new schools with new staff is a replication challenge KIPP Nashville is prepared to mitigate with KNP. The talent management improvements and increased support for effective use of reliable data have positioned new staff to attain the same results it has taken KAN several years to attain. Codification of best practices, high-impact curriculum and instructional strategies, and authentic assessments and data-driven decision-making enables KIPP Nashville to reliably duplicate its successes while mitigating the challenges of replication.

5. Discuss the greatest anticipated risks and challenges to achieving the organization’s desired outcomes in Tennessee over the next five years and how the organization will meet these challenges and mitigate risks.

KNP will benefit tremendously from the experience and practice of the KIPP Nashville network of schools. Because the region has now opened and successfully operated two middle schools in the city over a long span of time, KNP can avoid the risks associated with a first-time replication. However, as a foundational component of its strategic growth process, KIPP Nashville has carefully examined potential risks and aligned action steps to proactively mitigate those risks. Below are the primary risks identified through the strategic growth process and the plans to mitigate them.

Human Capital

KIPP Nashville’s expansion plans require sourcing, hiring, and developing new school leaders and teachers, which is particularly challenging given the rigorous selection process for KIPP school leaders. In order to successfully launch and grow KNP (and the region of schools), KNSST has taken the following steps:

- We created and have effectively hired for the role of Director of Talent Management and Development to further advance and oversee our approach to developing, retaining, and promoting talent within the organization. One key strategic priority for role includes ensuring that 80% of leadership positions are filled by internal candidates and that we have at least 2 viable internal candidates for every open leadership position within our schools. An additional strategic priority for this role will be teacher retention and development at each of KIPP Nashville’s schools.
- We have doubled the capacity of our recruitment team which now includes both a director of recruitment and a talent recruiter. We anticipate significant competition for strong leadership and teaching talent in Nashville and are making the up-front investments now to develop key relationships with both local and national sources of talent.

- We created and have effectively hired for the role of Chief Operating Officer. We believe this will have an impact in two distinct ways on our talent pipeline. The COO will build the organization’s capacity for overseeing and managing talent recruitment and development internally and in doing so will allow for our Executive Director to focus more time on both local and national promotion and recruitment for talent at KIPP Nashville.
- The committee specifically praised the KIPP Fisher Fellowship as a key driver of strong school leadership. KIPP Nashville continues to leverage this fellowship and will direct two current aspiring leaders into the Fisher Fellowship over the next two years to serve as founding school leaders in 2017-18, 2019-20.
- We have recently begun to partner with Relay Graduate School of Education to develop both our leader and teacher talent. We currently have 5 aspiring principals attending Relay’s National Principal’s Academy Fellowship. KIPP Nashville covers the full cost of the fellowship and anticipates a long term relationship with Relay moving forward.
- We believe that as KIPP Nashville expands, we will broaden the internal pool of aspiring leaders to open and sustain schools into the future and continue to support aspiring leaders through a series of strategic initiatives. In 2015-16, KIPP Nashville will have 6 assistant principals and 3 deans across its 4 schools – six of whom are currently engaged in a leadership development program either through Relay or through KIPP National’s KIPP School Leadership Programs (KSLP). Additionally, all 9 participate in an internal instructional leader cohort led 3 times each month by our Director of Curriculum and Assessment. In 2019-20, the proposed year of our middle school opening, KIPP Nashville will have eleven assistant principals and 3 deans of whom could be an excellent source of internal talent for school leadership

Facilities

KIPP Nashville will need to find long-term facility options for KNP. Currently, the business model does not include the purchase of a building. Although viable options that will not require the purchase of a facility have been identified, not being able to source and secure a viable school building in need of minimal leasehold improvements to lease for these two schools could impact the timing and quality of the launch and programs offered. The following actions will mitigate this risk:

- Aggressively pursue potential MNPS options for temporary and/or permanent facilities (made more viable with the potential of opening as a phased in restart school)
- Enhance relationship management with foundations funding facility development
- Build facility capabilities on the board to aid in development of comprehensive facility plan establishing process for identifying and evaluating permanent facility options
- Engage local developers to develop plans for build-out of space suitable for long-term lease
- Engage local independent and parochial schools to find space suitable for long-term lease

KIPP Elementary School Facility Contingency Planning						
	2017-18	2018-19	2019-20	2020-21	2021-22	
Surplus/Deficit @\$6.25/sq. ft. (120sq. Ft. / FTE)	\$ 409,078	\$ (2,186)	\$ 138,135	\$ 279,843	\$ 202,877	
Surplus/Deficit @\$15/sq. ft. (75sq. Ft./FTE)	\$ 346,774	\$ (97,510)	\$ 8,494	\$ 114,550	\$ 34,278	

Student Academic Performance

Superior student academic performance is at the heart of the KIPP Nashville vision. Growth can dilute the supports and expertise in place that ensure student outcomes continue to meet and exceed goals. In order to mitigate this risk, KIPP Nashville has put the following strategies in place:

- A proven staffing model and schedule that affords the flexibility and capacity to meet student needs

- Significant capacity to gather, analyze, and track data to drive decision-making at the school
- Robust academic expertise and experience at the KNSST to provide differentiated support to each school as needed
- Clearly defined decision rights and accountability across all levels of the organization
- Rigorous annual goals with targets that are internalized by all staff members and easily measured by the assessments in place
- Robust data analytics and management platform (and dedicated experts to oversee these tools) to ensure data is available and usable across all levels of the organization to drive student level decision making
- Professional development and coaching that is informed by the experiences of the other schools
- Practice-proven curriculum, instructional approaches, and assessments used in high-performing KIPP elementary schools across the country

Culture

As KIPP Nashville expands, there is a threat that the strength of the KIPP culture will be diluted and staff and students will lose sight of the values, mission and vision.

The following actions will mitigate this risk:

- Develop a consistent One KIPP Nashville culture through an alignment of expectations and shared professional development
- Outline a clear set of values that drive everyday actions and behaviors across the region and schedule robust training and practice for all stakeholders on the vision and practices
- Collect and display key artifacts that highlight the story of KIPP Nashville and its core mission and vision
- Develop school traditions that build on the culture and the values
- Replicate the strong communication channels between the school, its stakeholders, and the region to ensure constant collaboration and innovation

As other risks are identified, KIPP Nashville will develop mitigation plans to ensure the quality of the school model and viability of the mission and vision are not compromised.

6. If you have already identified a charter school facility, indicate the location (including street address and school district). Describe the facility, including whether it is new construction or part of an existing public or private school building. If a facility has not been identified indicate any existing possibilities and the process that will be used to find a suitable facility. Include a timeline for facility selection and requisition.

KIPP Nashville will partner with MNPS to identify a community that is most high-need and appropriate for this KIPP Nashville primary program as either a new start or restart model. Once that community has been identified, KIPP Nashville will continue to collaborate with MNPS to either identify a facility that best meets the needs of the program or plan for facility use of a restart model. It is the preference of KIPP Nashville to house KNP in a surplus or under-utilized MNPS facility to best maximize its impact and value on that community.

7. Provide, as **Attachment 1**, the organization's most recent annual report.

See Attachment 1 for the 2014 KIPP Nashville Annual Report.

Management

1. Identify the organization's leadership team and their specific roles and responsibilities.

The KIPP Nashville leadership team is comprised of the ED, Chief Academic Officer (CAO), and Chief Operating Officer (COO). The responsibilities of each, along with the responsibilities of each projected staff member and the year in which that staff position will be added are outlined in Section 2.3 above.

Executive Director

Randy Dowell is the executive director (ED) of KIPP Nashville is the founder of the flagship KIPP Nashville school and has been at the helm of the region since its founding in Nashville (see his resume in Attachment 14). He brings more than ten years of charter school and regional leadership, community-building within Nashville, and advocacy on behalf of KIPP Nashville stakeholders to the network. The executive director's responsibilities include but are not limited to:

- Setting clear academic, growth, operational, and financial goals and managing them;
- Managing the high-performing KNSST that to ensure it is positioned to effectively support schools in their drive to deliver transformational educational outcomes for students;
- Developing and managing performance of the team (school principals and the school support center), instituting strong accountability systems and professional development plans and support;
- Driving organizational alignment across KIPP Nashville schools (including curriculum and instructional alignment), and providing key supports that drive academic achievement and character development;
- Creating and managing a strong centralized support function for the schools, implementing systems to meet the varied needs of the region. These include financial management, budget planning, compliance, talent management and development (including teacher and school leader recruitment and development) contract negotiation, facilities management, vendor management, fundraising and marketing, legal, and information technology;
- Building the staff capacity and infrastructure necessary to sustain the KIPP Nashville region at an appropriate scale, and;
- Building and managing the growth of the KIPP Through College program, which supports all students at all grade levels within KIPP Nashville schools.

The leadership team supports the ED in the oversight and accountability for the region of schools through oversight of their designated arm of the organization. Each leadership team member manages staff and ensures adequate support for each school's health and sustainability in the areas of academics, operations, and finance. Resumes for each member of the regional leadership team are included as Attachment 14.

Chief Academic Officer (CAO)

Meghan Little is the CAO has served in this capacity for KIPP Nashville for nearly five years, having worked as an academic leader and high-performing teacher in schools throughout the country. As the CAO, she maintains and supports the academic vision for the region, overseeing professional development and teacher support, providing direct coaching to each school leader, leading data analysis and decision-making for each school and the region, and setting and evaluating progress toward annual goals for each school.

Chief Operating Officer (COO)

Daniel Gennaoui is the COO and has served as the associate COO and operations director for the last four years. The COO is accountable for the overall health of the organization through oversight of operations, goal-setting and evaluation for non-instructional elements of the organization. He oversees professional development of all non-instructional staff and provides direct coaching for the director of operations, director of development, director of finance, director of talent management and development, and director of recruitment. He also leads data analysis of the organization's operational support performance, and sets and evaluates progress towards the organization's operational and financial goals.

2. Provide, as **Attachment 2**, the organization charts for Year 1 network as a whole (including both network management and schools within the network) Year 3 network as a whole and Year 5 network as a whole. The organization charts should clearly delineate the roles and responsibilities of – and lines of authority and reporting among – the governing board, staff, any related bodies (such as advisory bodies or parent/teacher councils), and any external organizations that will play a role in managing the schools. If the school intends to contract with a charter management organization clearly show the provider's role in the organizational structure of the school.

Attachment 2 outlines the reporting structure of the organization, including the Board of Directors, regional office (KNSST), and the school site in years 1, 3, and 5 of the charter proposed herein. The school will contract with a CMO or other external management provider.

3. Explain any shared or centralized support services the network organization will provide to schools in Tennessee. Describe the structure, specific services to be provided, the cost of those services, how costs will be allocated among schools, and specific service goals. How will the organization measure successful delivery of these services? (In the case of a governing board proposing to contract with a management organization, service goals should be outlined in the term sheet and draft contract).

As described above in Section 2, KNP and all schools in the KIPP Nashville region benefit from the support of the KIPP Nashville School Support Team (KNSST). This team leverages expertise and experience that would be otherwise unavailable to a stand-alone site because of the economy of scale. See Attachment 14 for a snapshot of the roles at the KNSST and the professional biographies of the KNSST leadership team.

4. Using the table below, summarize school- and organization-level decision-making responsibilities as they relate to key functions.

FUNCTION	NETWORK DECISION-MAKING	SCHOOL DECISION-MAKING
Performance Goals	Executive Director decides and regional leadership team (CAO, Director of Finance, OPS, School Leaders) approve	School Leader and Assistant Principals set grade-level goals that roll up to meet the school goals
Curriculum	CAO and DCA create curriculum plan. Assistant Principals and School Leader may participate in curriculum creation with CAO as final decision maker. Executive Director approves	Assistant Principals and School Leader may make recommendations for site-based curricular changes. CAO approves
Professional Development	Director of Teaching and Learning creates regional PD calendar and CAO approves	School Leader sets school PD calendar and CAO approves
Data Management and Interim Assessments	Director of Curriculum and Assessment sets annual regional interim assessment windows	School Leader creates annual calendar, including interim assessment dates and Executive Director and CAO approve
Promotion Criteria	CAO sets and Executive Director approves	School Leader may request a policy change that must be approved by CAO and Executive Director

Culture	CAO approves student and culture handbooks with input from School Leader and Assistant Principals	School Leader may request a policy change that must be approved by the Executive Director
Budgeting, Finance, and Accounting	<p>Director of Finance sets top level financial goals by year for the network and for each school. Budgets are approved by the Executive Director, the Finance Committee and the board.</p> <p>All key accounting functions (accounts payable, accounts receivable, payroll) are managed at the network level. Monthly reports are reviewed by the Director of Finance and Finance Committee and the business managers from each school. All key financial policies and procedures are developed and published by the Director of Finance with approval from the Finance committee.</p>	School Leaders work closely with the business manager to develop a bottoms-up budget that meets the parameters of the top-level goals for the school. Any discrepancies are managed through negotiations with the Director of Finance and changes are approved by the Finance committee. Payables are received and coded by the business manager at the school and sent to the support service center. All checks for the payables are cut at the network level.
Student Recruitment	CAO receives input from Director of Finance and sets recruitment targets for schools.	School Leader creates student recruitment plan and Executive Director approves
School Staff Recruitment and Hiring	Director of Talent Recruitment sets targets with School Leader input. Director of Talent Recruitment creates recruitment plan and COO approves	School Leader interviews and bring teachers and school leaders into interview process. School Leader may also recruit for his/her school.
H/R Services (payroll, benefits, etc.)	All H/R services are centrally managed at the network level. Changes to polices or program design will be decided by the Director of Operations with input from the COO. All key decisions on H/R services will need to be approved by the Operations Committee.	Schools will provide feedback on any potential issues or suggestions for improvement. Schools will work with the Director of Talent Management and Development to provide the programs that best meet the needs of the school employees
Development/ Fundraising	Director of Finance sets the budget with Executive Director approval. Development Director creates the development plan to reach goals.	School Leader directs staff to participate in fundraising plan
Community Relations	Executive Director creates plan with input from School Leader, PIC, and Board	School Leader directs staff to participate in community relations plan
I/T	The Director of Finance will develop top line IT budgets for the network and the schools. The Director of Operations will be responsible for defining and updating the Technology Plan that will drive the IT budget. The Director of Operations will be responsible for defining the solution and securing the needed resources to provide IT support at all the schools	School leaders and staff will define IT needs and requirements. Schools will provide regular feedback in the form of surveys and focus groups on support team's performance and delivery of service against expectations.
Facilities Management	All facilities management will be handled by Director of Operations with support	School leaders and staff will outline specific facility needs and requirements.

	and approval from the COO, Operations Committee and the board as needed. Responsibilities include sourcing new potential facilities and executing process to assess viability of options and financing approach. Also responsible for securing best maintenance solutions through 3 rd party vendors for existing facilities.	Schools will provide regular feedback in the form of surveys and focus groups on support team’s performance and delivery of service against expectations.
Vendor Management / Procurement	The Director of Finance will manage all vendors with contracts worth over \$5K and all purchases above \$5K. For this level of expenditures, the Director of Finance will secure the necessary authorization from the COO, Executive Director, as well as the Finance committee.	School leaders will have the authority to approve contracts and purchases under \$5K, as long as it does not mean missing a budget item. The school leader will work closely with the business manager to document the appropriate authorization for these charges or contracts and ensure the Director of Finance is informed if there is a risk of missing a budget item

Governance

1. If applicable, describe the governance structure at the network level and how that relates to the individual school.
 - Will each school/campus have an independent governing board, or will there be a single network-level board governing multiple schools? If there will be a network-level board, discuss the plan for satisfying the statutory requirement of either: having a parent from one of the network’s Tennessee schools serve on the governing body, or having advisory councils at each school.
 - Describe the size and composition (current and desired) for the board. Explain how the proposed governance structure and composition will help ensure that there will be active and effective representation of key stakeholders.
 - Discuss the powers and duties of the governing board(s). Identify key skills, areas of expertise, and constituencies that will be represented on the governing board(s).
 - Explain how this governance structure and composition will help ensure that a) the school will be an educational and operational success; and b) the board will evaluate the success of the school and school leader.

Network Governance

The KIPP Nashville Board of Directors will be the governing body for KNP and will continue to operate in the same way described in the KIPP Nashville College Prep application (which the KNP model is replicating). The KIPP Nashville Board of Director founded the five pre-existing KIPP Nashville schools and successfully governs the three currently in operation. As a charter board with more than ten years experience in Nashville, the KIPP Nashville Board of Directors will continue to leverage its experience and collective network for the KNP site. The members of the KIPP Nashville Board of Directors have demonstrated experience with both local and national business, legal 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. This experience is invaluable as they work together to assist in the establishment of KNP.

KIPP Nashville, as the sole governing body of all current and future KIPP Nashville sites, will govern and advocate for the region of schools as a whole. The KNSST will manage each individual site within the

region of schools, providing leadership, shared services support, and advocacy for each school as a part of their portfolio.

Board Composition

The board is currently comprised of thirteen members, and will strive to maintain no fewer than eleven and no more than fifteen members. KIPP Nashville will appoint at least one parent to serve on the KIPP Nashville Board of Directors.

Role of the Board in School Success (and School Leader Evaluation)

The KIPP Nashville Board of Directors will evaluate the KNSST executive director in his management of school leaders and school sites. Through a comprehensive annual evaluation, the Board assesses measurable outcomes and goals set forth annually (in alignment with the region's strategic plan). The Board will provide the executive director with the support, resources and coaching necessary to lead the region of schools to success. The executive director's primary goal is to ensure the high quality, strategic growth and operational sustainability of the KIPP Nashville region. Each school leader will report to the CAO, who evaluates each school leader on their success using similar measurable outcomes for their school site.

2. Will the charter be held by the same existing non-profit board or will a new board be formed?
 - If the existing board will also govern the new school, please include a copy of the by-laws and organizational chart, with emphasis on what changes, if any, will need to take place at the board level for it to be effective (i.e. add members, re-distribute roles responsibilities, etc.)
 - If a new board will be formed, describe how and when the board will be created and what the relationship between the two boards will be (including any overlapping responsibilities). Please include biographies of the new board members, roles and responsibilities needed to govern the new school, organizational chart and governing board structure. If available, include the by-laws of the new governing board. Please indicate if the charter will ultimately be held by the existing non-profit or a different non-profit board. If the latter, explain the transition.
 - If the existing board will govern the proposed school(s), discuss the plan to transform that board's membership, mission and bylaws to support the charter school expansion/replication plan. Describe the plan and timeline for completing the transition and orienting the board to its new duties.
 - If a new board will be formed, describe how and when the new board will be created and what, if anything, its ongoing relationship to the existing non-profit's board will be.

The existing non-profit board, KIPP Nashville, will hold the charter for KNP. The board's capacity to govern multiple sites is bolstered by the KNSST, and the board has participated in development (through the KIPP Foundation) to understand how replication and the governance of multiple school sites will impact their roles and responsibilities. Other than the addition of a parent representative for the new school site, the board will not undergo any changes to govern KNP and future school sites under KIPP Nashville.

Charter School Management Contracts

If the applicant does not intend to contract with a non-profit education service provider or management organization, mark "Not Applicable" and skip to next section.

1. If any proposed school intends to contract with a charter management organization (CMO) or other education service provider (ESP) for school management, provide the following information (and include the requested documentation in **Attachment 3**):
 - An explanation of how and why the CMO was selected;
 - A term sheet setting forth the proposed duration of the contract; roles and responsibilities of the school governing board, the school staff, and the service provider; scope of services and resources

to be provided by the CMO; performance evaluation measures and mechanisms; detailed explanation of compensation to be paid to the provider; financial controls and oversight; methods of contract oversight and enforcement; investment disclosure; and conditions for renewal and termination of the contract;

- A draft of the proposed management contract;
- Disclosure and explanation of any existing or potential conflicts of interest between the school governing board and proposed service provider or any affiliated business entities; and
- Documentation of the service provider’s non-profit status and evidence that it is authorized to do business in Tennessee.

Not applicable: KNP will not utilize the services of a Charter Management Organization.

**Personnel/Human Capital
Network-wide Staffing**

Year	Year 1 2017-18	Year 2 2018-19	Year 3 2019-20	Year 4 2020-21	Year 5 2021-22
Number of elementary schools	2	3	3	3	3
Number of middle schools	2	2	3	3	3
Number of high schools	1	1	1	1	1
Total schools	5	6	7	7	7
Student enrollment	1,678	2,092	2,401	2,713	2,911
Management Organization Positions					
Executive Director	1	1	1	1	1
Chief Academic Officer	1	1	1	1	1
Chief Operating Officer	1	1	1	1	1
Director of Operations	1	1	1	1	1
Director of Finance	1	1	1	1	1
Director of Curriculum & Assessment	1	1	1	1	1
Director of Talent & Recruitment	1	1	1	1	1
Talent Recruiter	1	1	1	1	1
Director of Talent Management and Development	1	1	1	1	1
KIPP Through College Director	1	1	1	1	1
Director of Development	1	1	1	1	1
Director of Student Support	1	1	1	1	1
Associate Development Director	1	1	1	1	1
Data Analyst	1	1	1	1	1
KTC Alumni Support Manager	1	1	1	1	1
KTC Alumni Support Manager	2	2	2	2	2
Marketing Manager	1	1	1	1	1
Executive Assistant/Office Manager	1	1	1	1	1
Total back-office FTEs	20	20	20	20	20
Elementary School Staff					
Principals	2.0	3.0	3.0	3.0	3.0
Assistant Principals	3.0	4.0	5.0	6.0	6.0
Dean of Students	0	0	0	0	0
Dean of Operations	2.0	3.0	3.0	3.0	3.0

Classroom Teachers (Core Subjects)	24.0	40.0	48.0	56.0	60.0
Classroom Teachers (Specials)	25.0	39.0	42.0	46.0	48.0
Guidance Counselor / Speech Therapist	3.0	4.0	4.0	4.0	4.0
School Operations Support Staff	5.3	8.5	9.5	10.5	11.0
Total FTEs at elementary schools	64.3	101.5	114.5	128.5	135.0
Middle School Staff					
Principals	2.0	2.0	3.0	3.0	3.0
Assistant Principals	4.0	4.0	5.0	5.0	6.0
Dean of Students	2.0	2.0	2.0	2.0	3.0
Dean of Operations	2.0	2.0	3.0	3.0	3.0
Classroom Teachers (Core Subjects)	32.0	32.0	36.0	40.0	44.0
Classroom Teachers (Specials)	9.0	9.0	11.0	12.0	13.0
Guidance Counselor / Speech Therapist	2.0	2.0	2.0	3.0	3.0
Case Manager	1.5	1.5	1.5	1.5	1.5
School Operations Support Staff	6.8	6.8	8.3	8.8	9.3
Total FTEs at middle schools	61.3	61.3	71.8	78.3	85.8
High School Staff					
Principals	1.0	1.0	1.0	1.0	1.0
Assistant Principals	1.0	1.0	1.0	1.0	1.0
Dean of Students	1.0	1.0	1.0	1.0	1.0
Dean of Operations	1.0	1.0	1.0	1.0	1.0
Classroom Teachers (Core Subjects)	22.0	28.0	28.0	28.0	32.0
Classroom Teachers (Specials)	3.5	3.5	3.5	3.5	3.5
School Counselor	1.0	1.0	1.0	1.0	1.0
Behavior Interventionist	1.0	1.0	1.0	1.0	1.0
School Operations Support Staff	2.0	2.0	2.0	2.0	2.0
Total FTEs at high schools	33.4	38.5	39.5	39.5	43.5
Total network FTEs	183.6	221.88	245.38	266.88	280.88

Staffing Plans, Hiring, Management, and Evaluation

1. Describe organizational structure of proposed school and provide school organizational chart as Attachment 4.

KNP will replicate the staffing model and organizational structure of that described in the KIPP Nashville College Prep Elementary application and outlined in the organizational charts included as Attachment 4, with few revisions. The school leader, selected through the Fisher Fellowship Selection process (described in detail below), will report directly to the KNSST CAO. The school leader will leverage two assistant principals, as a part of a highly supportive school site leadership model that affords all staff robust coaching and support. Core content teacher staffing has been slightly revised to ensure adequate capacity to prepare students for Common Core ELA standards through the allocation of two ELA teachers per grade level (with a single teacher responsible for both science and social studies content in each grade level). As part of the KIPP's commitment to school leaders' flexibility to lead, the KNP school leader may choose, through collaboration with the CAO, to adjust staffing to best meet the needs of KNP students.

2. Describe the operator's current or planned process for sourcing and training potential school leaders. Explain how you have developed or plan to establish a pipeline of potential leaders for the network as a whole. If known, identify candidates already in the pipeline for future positions.

KIPP Fisher Fellowship

KIPP recognizes that it takes great leaders to build, lead, and sustain outstanding schools. As a result, KIPP has always prioritized leadership development and invested heavily in KIPP school leaders through high-quality programming, individualized coaching, and ongoing leadership development opportunities. The school leader will have participated in the rigorous KIPP School Leadership Program as a Fisher Fellow, and have been selected using the intensive, rigorous selection process for this program (which includes vetting by the KIPP Nashville Executive Director to ensure s/he is the best fit not just for KIPP, but the students of Nashville who will be served at KNPS), which selects approximately 3% of all applicants to participate in the training program. Throughout the planning year of KNP, the Fisher Fellow will work as a member of a cohort of new school leaders who receive intensive training through the KIPP Foundation that includes school visits, residencies at high-performing schools, school design planning, staff recruitment and selection support, and other training and coaching tailored to the needs of the specific school leader.

Leadership Pipeline

The KIPP Foundation's commitment to selecting and preparing future leaders for success includes other leadership cohort training models for teacher-leaders and other leadership roles, ensuring that each school has the bench depth to facilitate an effective succession plan. KIPP Nashville has a regional framework for leader identification and pipeline development, which includes myriad means of training and gradual release of responsibilities for emerging leaders to maintain a high-performing pipeline of future leaders. At the school level, various positions of leadership have been established to give strong teachers space to grow. Through the master teacher track, grade level chairs, department chairs and assistant principal roles, staff members have several levels of responsibility they can work toward on the leadership track.

Because all staff will have Individualized Professional Development Plans (IPDPs), all staff will have a leadership goal they are working toward as part of their annual goals, with those who have been identified as leadership candidates given access to additional trainings, such as those offered by the KIPP Foundation, to develop their leadership potential. KIPP Nashville will leverage this pipeline to nominate capable candidates for the Fisher Fellowship and leadership positions at KNP.

3. Describe your organization's strategy and plans for recruiting and hiring teaching staff, including the plan for hiring highly qualified staff. Explain other key selection criteria and any special considerations relevant to your school design.

Staff Recruitment and Selection

Staff Recruitment

KNP will utilize a rigorous and comprehensive selection process designed to identify the strongest candidates for available positions. The KIPP Foundation and KIPP Nashville networks will advertise available positions locally and nationally, leveraging the strong relationships KIPP has made with myriad teacher preparation programs (such as Teach For America) and universities throughout the country. This best positions KNP to recruit high-performing educators from within Nashville and across the country. Through advertisements in local newspapers and educational journals, postings on the KIPP national and regional websites, postings on other job boards and journals, and word of mouth, it is anticipated that KNP leadership will have a large pool of qualified candidates from which it will select its staff. Although the school will receive significant support in advertising available positions from the regional and national KIPP networks, staff selection will be the responsibility of the school leader.

Selection

In addition to seeking out qualified candidates who are student-focused and demonstrate a strong command of their subject area, KNP will be intensely focused on identifying candidates whose values align with the region's mission and values. All prospective staff must show a strong desire to teach an academically intense curriculum, commit to an extended school day, and continue their professional development. It is crucial that a teacher have not just the right experiences and skills to be an excellent teacher at KNP, but that s/he have beliefs and values that align with the priorities of the schools and the strategies that will be used to engender success for all students. As such, KNP will use the KIPP Framework for Excellent Teaching (Attachment 16) to help assess the strength of a potential teacher.

All candidates for available positions at KNP will be vetted through interviews, demonstration lessons, and reference checks to ensure the capacities and habits necessary success can be demonstrated and/or developed. The KNP staff selection process is both rigorous and comprehensive in order to ensure staff members meet the very high standards necessary for success. The selection procedure will include the following multistep application and interview process, and may be supplemented by the school leader:

1. Resume and application review –KIPP Nashville Director of Talent Recruitment
2. Initial phone interview – KIPP Nashville Director of Talent Recruitment
3. In-person interviews – School leader or designee
4. Classroom observation –The school leader will observe the candidate teaching a classroom lesson
5. Reference Checks –School leader or designee
6. Criminal Background Check—KIPP Nashville staff

Once staff is hired for the first year, new hires in subsequent years may participate in a group interview with staff. All employees of KNP will be required to be fingerprinted and must complete a criminal background check before employment.

4. Explain how the organization intends to handle unsatisfactory leadership or teacher performance, as well as leadership/teacher changes and turnover.

Retention

KNP will realize its mission, in large part, through the excellent instructional staff it will recruit and retain. According to researchers, the most important school-related factor influencing student achievement is teacher quality; thus, it will be a primary focus of the approach to attracting and retaining teachers.

Teachers indicate that a positive, collaborative school climate and support from colleagues and administrators are the most important factors influencing whether they stay in a school.³ In an effort to retain the best teachers at KNP, a scholarly, professional environment will be maintained, wherein staff members collaborate to drive school-wide initiatives and goals, and ultimately facilitate superior student outcomes. Frequent, meaningful, relevant professional development is tailored to each teacher's individualized professional goals, along with ongoing access to collaboration through common planning time, staff-wide planning sessions, and nation-wide collaboration through the KIPP Share platform. All staff members are continually evaluated for their leadership potential, with myriad leadership positions and responsibilities delegated to teachers who are ready to effectively manage more responsibility as part of the regional leadership pipeline. Annual staff surveys as part of the Healthy Schools Review; weekly

³ Hirsch, E. & Emerick, S. with K. Church and E. Fuller. (2006) *Teaching and learning conditions are critical to the success of students and the retention of teachers: Final report on the 2006 Clark County teaching and learning conditions survey*. Hillsborough, N.C.: Center for Teaching Quality.

check-ins with the assistant principal; formal and informal meetings with the school leader and a continual evaluation of staff culture of the school will ensure that the professional environment teachers choose at KNP is maintained authentically and consistently. Supportive school leadership who create trusting environments where educators are engaged in decision-making has a significant impact on teachers' decisions about where to work.⁴ Teachers move in search of supportive principals and colleagues, reasonable teaching assignments and workloads, and sufficient resources.⁵ KNP has created a compensation schedule that fairly compensates teachers for their additional responsibilities, as well as robust professional development and leadership capacity building to ensure every teacher is engaged with appropriate responsibility and decision-making.

Rather than lure the best teachers with unsustainable pay, bonuses, and benefits that cannot be maintained throughout the life of the school, the scholarly environment, leadership pipeline, and strong support network for teachers are designed to attract and retain high-quality teachers who are committed to the mission of KNP.

Unsatisfactory Performance

One of the KIPP Five Pillars is a focus on results, and this will be a key theme in the assessment of the performance of teachers and leaders at KNP. Student assessment data, attendance, survey data, and other objective means of measuring performance are used in conjunction with classroom observations to ensure all teachers are facilitating an environment that engenders student achievement. Although the rigorous selection and development processes in place are designed to ensure high levels of performance and low turnover, unsatisfactory performance of staff or leadership at KNP that cannot be corrected will result in the replacement of that staff member with a better fit. All staff are employed on an at-will contract and have annual individualized professional development goals that outline data-driven measurable outcomes and benchmarks toward satisfactory professional growth. All staff at all levels of the organization (including the school leader) participate in regular, frequent meetings with their managers to review the data and progress toward these goals to provide timely, accurate information about each staff member's performance. As part of the close working relationship with leadership, all staff will have frequent, continual dialogues about the staff member's performance and progress toward goals.

As at-will employees, personnel may be terminated at any time for any legal reason. Dismissed staff will receive a letter of termination and compensation, including benefits, will not be issued after the date of termination.

Should there be a transition in leadership at the school, the region will leverage its leadership pipeline and the leadership support training provided by the KIPP Foundation to replace the leader with a high-performing successor. The KIPP Foundation provides rigorous, cohort-based training for successor leaders that includes professional development, strategic planning, and a school audit to support the effective transition of leadership.

Professional Development

1. Describe plans for developing and implementing an effective professional development program.
 - Describe any key professional development features that will *differ* from the operator's existing schools.

⁴ Hirsch, E. & Emerick, S. with K. Church and E. Fuller. (2006) *Teaching and learning conditions are critical to the success of students and the retention of teachers: Final report on the 2006 Clark County teaching and learning conditions survey*. Hillsborough, N.C.: Center for Teaching Quality.

⁵ Johnson, S.M. & Burkeland, S.E. (2—3b). Pursuing a "sense of success": New teachers explain their career decisions. *American Educational Research Journal*, 40(3), 581-617.

As described in Attachment 12, professional development is an asset KIPP Nashville has to offer school staff. As part of a national network of high-performing charter schools, KNP staff will have ready access to collaboration (within the region and across the country), instructional materials, training, and other supports otherwise unavailable to stand-alone schools. Professional development from the KIPP Foundation, like the annual KIPP Summit, leadership cohorts, and KIPP Share (an online communication/lesson share platform) provide means of leveraging national expertise and collaboration on behalf of KNP students. School leaders and leadership team members, especially, benefit from participating in a cohort of leaders who can access resources and share ideas to benefit their students.

The KNSST provides supports, materials, and training for each staff member to establish a foundation for excellence across the region. Performance management tools, classroom observations, data disaggregated by teacher, and model classrooms are all professional development tools that the regional office provides. At the school site level, the school leader will develop an annual professional development calendar in response to data and teacher/student needs. Professional development and collaboration are built into the regular calendar weekly, with pupil-free days once each quarter to afford full-day intensive trainings throughout the school year. In addition, each staff member has an individualized professional development plan for the year. This plan is aligned to the staff member's performance management framework and ensures coaching and PD that meets the needs of each staff member. Regularly scheduled O3s (one-on-one meetings) between each staff member and his/her manager provide frequent time for data analysis and feedback to complement the PD provided across all levels of the organization.

SECTION 3: FINANCIAL PLAN AND CAPACITY

Financial Plan

1. Describe the systems and processes by which the organization will manage accounting, purchasing, payroll, and audits. Specify any administrative services expected to be contracted; and describe the criteria and procedures for the selection of contractors.

KNP will implement the same rigorous internal control policies that are in place across KIPP Nashville schools. These fiscal policies and procedures will address legal compliance, conflicts of interest, signature authorities, government access to records, accounting procedures, cash management, budget development, financial reporting, property management, and procurement and are outlined in the charter petition narrative included as Attachment 12. These policies will include maintaining a balanced budget, creating a comprehensive budgeting process, conducting an annual audit of the financial statements, as well as an annual audit of internal procedures and controls (via an external CPA firm), developing a system of checks and balances, and assigning clear roles and responsibilities to school administration, the finance committee and the board.

The board finance committee oversees the financial operations of KNP. The committee will work closely with the executive director, director of finance, and school leader to execute on the responsible fiscal policies and practices that have been developed for fiscal health across the region. As the sixth school in a region of high-performing schools, KNP will implement the same strategies and procedures that have proven effective in the other KIPP Nashville schools, including budgetary oversight and servicing of the school's financial needs through the regional finance staff. The financial team at KNSST will initiate service provision for accounting, audits, payroll and any other financial services to be completed by an external contractor using the guidance outlined in the region's financial protocols.

2. Describe how you will provide an independent annual audit of both **organization-level** and **school-level** financial and administrative operations.

The structure of KIPP Nashville is arranged to provide levels of accountability and checks and balances in financial and administrative management.

Financial Audit

Monthly reports will be produced and reviewed as part of the regular practice of the business office to support the effective management of the school's finances. The school leader and board will receive and regularly review these monthly reports, which include: general ledger, balance sheet, cash flow analysis and monthly reports detailing actual revenue & expenditures vs. budgeted revenue & expenditures year-to-date. Further, customized and specialized financial reports can be generated, as needed, for the board to provide the information needed to carry out their fiscal responsibilities. The board finance committee will participate in quarterly reviews of school financials and compare these against the budget. The business manager for the school reports to the school leader, with whom s/he reviews the school's financials in a formal monthly meeting.

Under the guidance of the Tennessee Public Charter Schools Act of 2002, KIPP Nashville will initiate an annual audit of the finances of KNP and the region, prepared by a certified CPA, and the results of which will be furnished to the local board of education, the commissioner of education, and the Comptroller of the Treasury. The KIPP Nashville Board of Directors finance committee will select an auditor to assess the financial affairs of the school. This engagement, which will occur approximately one year before the audit is actually performed, will include an agreement that the auditor or auditing firm will meet with representatives from the board of directors to review how the financial books and records will need to be kept as required by generally-accepted accounting principles. The board will provide the auditor access to various financial and non-financial records and documents maintained by the school as requested.

Administrative Audit

KIPP Nashville conducts an annual self-evaluation of each school and the region using the KIPP Healthy Schools and regions framework-- six essential questions (KIPP Nashville's strategic directions) as domains to organize data in the assessment of organizational health. Data collected against each goal is organized in a regional dashboard that is monitored by the ED and board throughout the year. The board reviews annual summative data, such as state assessment data, stakeholder survey data, and annual longitudinal growth to assess the health of each school and the region. Other considerations include a board self-review, the executive director's annual evaluation, and evaluations for each school leader. This internal review provides an opportunity to discuss ways of improving administrative structure and policies in order to set new goals and priorities for the subsequent year.

In addition to the data collected and reviewed within the region, new KIPP Nashville schools and pre-existing schools with new leaders all participate in a programmatic audit sponsored by the KIPP Foundation and administered by an external school quality reviewer. This programmatic audit affords qualitative data on the performance of the school to supplement the internal Healthy Schools Review and provides greater insight into the operation of new schools with more limited data.

3. [If applicable, describe the fiscal health of other schools in your network. Are any of the schools on fiscal probation or in bankruptcy?](#)

To date, all KIPP Nashville schools have operated with clean financial audits and are neither on financial probation nor in danger of bankruptcy.

4. [Present, as Attachment 5, a detailed budget narrative describing assumptions and revenue estimates.](#)

See Attachment 5 for the budget narrative.

5. [Explain how the organization will reach its fundraising goals over the next five years. Provide a development plan that includes staffing needs.](#)

Fundraising

Fundraising is another area in which KNP will benefit greatly from the experience and capacity of the KIPP Nashville region. Through the regional development team and with assistant from the board, KIPP Nashville will provide private funds that will offset costs to operate KNP. These private funds will increase liquid assets and will provide greater resources for the students' learning experience.

Historically, KIPP Nashville has had significant success fundraising in past years and has the capacity to meet the funding needs to offset operating costs as the school grows to scale. The regional team includes a development department managed by a director of development. The board lends its support through advocacy throughout the philanthropy community, donor relations, and their own contributions.

Successful annual events, like the Leaders and Scholars Breakfast has raised an average of almost \$300,000 a year over its five-year history. Beyond its financial impact, the event provides the foundation for KIPP's diverse private donor based to grow to over 900 individuals in the past four year. In the last three years, the donor base has diversified to include an increasing number of companies like Southern Land Company, CARCOR, and foundations like the Joe C. David Foundation and General Literacy Foundation.

KIPP Nashville received a \$2 million gift from Charter School Growth Fund to provide for the organization of a robust KNSST to support the region's growth. In addition, new KIPP charter schools have historically received money from both the Walton Foundation and from the Federal Charter School

Program grant due to the school's affiliation with KIPP. Based on direction from the KIPP Foundation, KNP anticipates receiving \$600,000 from the Charter School Planning grant over three years.

6. Provide, as **Attachment 6**, a detailed budget for the proposed school. You may reference school-level budgets provided in the original application, as appropriate.

See Attachment 6 for the required budget forms.

SECTION 4: PORTFOLIO REVIEW/PERFORMANCE RECORD

1. Is your existing educational program a success?
 - Provide student achievement and growth results for each school in the network as **Attachment 7**.
 - Have the schools in the network demonstrated success in raising student achievement levels by meeting/exceeding state or national standards for most students?
 - If applicable, provide the graduation rates for each school in the network?
 - Using the Portfolio Summary Template, provide, as **Attachment 8**, a detailed summary of all of the schools in the operator's portfolio.

KIPP Nashville is one of the highest performing charter operators in the region, with both schools for which data is available having earned “Excelling” status. See Section I for a summary of the region’s performance in the last two years. See the student achievement and growth results in Attachment 7 and the Portfolio Summary Template in Attachment 8.

2. Select one or more of the consistently high-performing schools that the organization operates, and discuss the school’s performance.
 - a. Be specific about the results on which you base your judgment that the school is high-performing.
 - b. Discuss the primary causes to which you attribute the school’s distinctive performance.
 - c. Discuss any notable challenges that the school has overcome in achieving its results.
 - d. Identify any ways in which the school’s success has informed or affected how other schools in the network operate. Explain how the effective practice or structure or strategy was identified and how it was implemented elsewhere in the network.

KIPP Academy Nashville (KAN) is the flagship campus for KIPP Nashville and has been the consistently highest performing school in the portfolio since opening nearly ten years ago. The school has grown consistently in math and reading over the last three years and TVAAS growth has been strong year over year. The school has earned Excelling status for these results.

The model elements that have been critical to the school’s success will be replicated at KNP. KAN is a data-driven school: teachers have time embedded in their schedules to analyze student data weekly, as well quarterly data days for collaborative analysis of the summative benchmarks. Teachers are coached in bi-weekly sessions with their manager around the use of data to drive instruction, and observation feedback and planning guidance includes consideration of student data and how it is being used to drive instruction. Teachers make targeted plans for school-wide and individual student growth based on the student data at the start of the year and review ongoing data to inform these goals and the strategies to meet them. The leadership team provides feedback on these plans and monitors progress toward the goals throughout the year to inform student and teacher supports.

Another key element of KAN’s success is the coaching and feedback model that provides robust support for every member of the instructional staff. All teachers have O3s at least once every other week, and those teachers who need more support get observations, feedback, and coaching at least once a week. Each teacher meets with his/her manager at the start of the year to craft an individualized development goal that is a key lever for improving student outcomes in their classroom. Bi-weekly and weekly coaching sessions and observation feedback provide small, “bite-sized” action steps that build momentum and growth. The investment in coaching and leadership capacity building for all instructional leads ensures that the coaching and support for every teacher is high-leverage and rooted in data.

One of the challenges KAN has overcome is addressing the significant literacy gaps most students have upon enrollment. Over a three-year period, KAN students’ proficiency in ELA on the TCAP increased by 23 percentage points. This achievement required significant revision to the literacy instruction structure,

effected through both increased time for a literacy block in the daily schedule and revision to the content and instructional methods employed in the ELA block. Those students who need additional interventions receive supplementary literacy instruction during an intervention block that utilizes phonics instruction and fluency practice.

This growth in ELA informed many of the structures at KIPP Nashville College Prep, the second KIPP Nashville campus. The school opened with a true balanced literacy curriculum and a daily schedule that embeds an extended ELA block in the regular schedule. The literacy intervention curriculum and strategies that yielded such strong results at KAN was implemented from the start at KNCP, enabling the school to open with a hearty approach to bridging the literacy gap for most students. In addition, the updated quarterly interim assessments and approach to PD that were so critical in the growth of KAN were hallmarks of KNCP from its inception, leveraging the lessons learned at KAN. The implementation of STEP and the literacy program at KNP are vertically aligned to these literacy successes to leverage the lessons learned in the middle school model at the primary school.

3. Select one or more of the organization's schools whose performance is relatively low or not satisfactory and discuss the school's performance.
 - a. Be specific about the results on which you base your judgment that performance is unsatisfactory.
 - b. Describe the primary causes to which you attribute the school's problems.
 - c. Explain the specific strategies that you are employing to improve performance.
 - d. How will you know when performance is satisfactory? What are your expectations for satisfactory performance in terms of performance levels and timing?

KIPP Nashville College Prep (KNCP), the second school to open in the KIPP Nashville portfolio, outperformed MNPS across all subject areas and matched or outperformed the state in all areas other than reading. However, the school did not open performing as high as KAN, so the leadership team analyzed the data and strategies in place to determine what changes could be made to increase achievement.

The primary barrier to KNCP's achievement was the experience and capacity for coaching at the leadership level that was available at KAN. The founding school leader was the sole member of the leadership team responsible for coaching teachers in the first years of operation, and this responsibility was not receiving the prioritized role it needed, given the breadth of responsibilities a founding principal has in a school's opening years. The decreased capacity to prioritize coaching in the opening years yielded a slower growth rate for teachers, and by proxy, slower growth rate for students.

In response to this finding, leadership prioritized teacher development and hired an assistant principal whose capacity could be devoted to a timely and thorough feedback loop and coaching model for all instructional staff. With this increased capacity, all teachers received weekly feedback on planning and bi-weekly observations and coaching around the observations. At the regional level, KNSST responded by adding coaching capacity through the addition of a Director of Curriculum and Instruction to provide direct services and support to instructional staff and principals at each school site. The region also refined their performance management tools to include a shared Instructional Excellence Rubric, which aligns common expectations and supports for excellent teaching across schools. A new Common Core-aligned shared curriculum enabled teachers to focus on interpreting and delivery to students, rather than content development—this allowed the AP to direct feedback and support to teacher development rather than the content.

Now that KNCP is operating with this increased coaching capacity and focus on teacher excellence, the school is positioned to achieve the rigorous goals set by the region: top quartile achievement in the state, 70% proficiency or higher in reading and math, and a stretch goal of 78% proficient in math to

outperform KAN. The quarterly data meetings to date suggest that KNCP is on track to meeting these goals with the revised systems and strategies in place. These same strategies will be utilized at KNP.

4. *For all schools operating under another authorizer in the state of Tennessee, provide as **Attachment 8**, the most recent performance/evaluation/renewal reports produced by the authorizer(s) (or by a third-party evaluator, if applicable).*

KIPP Nashville does not operate any school under an authorizer other than MNPS. See Attachment 8 for the Portfolio Supplement document.

5. *For all schools operating in the state of Tennessee, provide the following in **Attachment 10** (a) the most recent audited financial statements for each school or school(s); and (b) the most recent internal financial statements, including balance sheets and income statements.*

See Attachment 10a for the most recent audited financial statements for KIPP Academy Nashville, KIPP Nashville College Prep, and KIPP Nashville Collegiate High School. See Attachment 10b for the most recent internal financial statements for each school.

6. *List any contracts with charter schools that have been terminated by either the organization or the school, including the reason(s) for such termination and whether the termination was for “material breach.”*

Not applicable: KIPP Nashville has not terminated any charter contracts or had any charter contracts terminated by others.

7. *List any and all charter revocations, non-renewals, shortened or conditional renewals, or withdrawals/non-openings of schools operated by the organization, and explain what caused these actions.*

Not applicable: KIPP Nashville has not had a charter revoked, non-renewed, withdrawn, renewed with conditions, or approved but not planned for opening within the timeline agreed upon by the authorizer. KIPP Nashville has chosen to open its portfolio of schools to date in partnership with MNPS rather than utilize the ASD approved charter of 2012.

8. *Explain any performance deficiencies or compliance violations that have led to formal authorizer intervention with any school operated by the organization in the last three years and how such deficiencies or violations were resolved.*

Not applicable: no KIPP Nashville school has been found in violation of compliance or to be performing at a deficiency.

9. *Identify any current or past litigation, including arbitration proceedings, by school, that has involved the organization or any charter schools it operates. If applicable, provide in **Attachment 11** (1) the demand, (2) any response to the demand, and (3) the results of the arbitration or litigation.*

Not applicable: neither the KIPP Nashville regional office nor any of the schools in the region have been involved in any past or pending litigation.

Section 5: Attachments

Instructions for attachments not previously referenced are below. Please attach numbered according to the following schedule.

- Attachment 1: Organization Annual Report
- Attachment 2: Network Organizational Chart
- Attachment 3: CMO Documentation
- Attachment 4: School Organizational Chart
- Attachment 5: Budget Narrative
- Attachment 6: Budget Forms
- Attachment 7: Achievement/Growth Results
- Attachment 8: Portfolio Summary
- Attachment 9: School Reports/Evaluations
- Attachment 10: School Financials
- Attachment 11: Litigation Document
- Attachment 12: Original Application
- Attachment 13: Diversity Plan
- Attachment 14: KNSST Leadership Bios
- Attachment 15: Board of Directors Bylaws
- Attachment 16: KFET
- Attachment 17: KIPP Nashville Salary Scale

Budget Component
Proposed Elementary School

	17 - 18	18 - 19	19 - 20	20 - 21	21 - 22
Number of Students					
Number of Employees	200	300	400	500	500
<i>Students per Employee</i>	25	31	38	45	45
	8.0	9.8	10.5	11.2	11.2

REVENUE

State and Local Revenue					
Gross Base Per Pupil	\$1,829,798	\$2,792,729	\$3,788,802	\$4,818,882	\$4,903,213
Capital Outlay	\$30,000	\$45,000	\$60,000	\$75,000	\$75,000

Federal Revenue

Race To The Top - Federal	\$0	\$0	\$0	\$0	\$0
Title I	\$67,506	\$103,285	\$140,467	\$179,096	\$182,678
Title II A	\$0	\$0	\$0	\$0	\$0
Title Vb	\$300,000	\$300,000	\$0	\$0	\$0
I-3	\$0	\$0	\$0	\$0	\$0
US DOE	\$0	\$0	\$0	\$0	\$0
Gross IDEA Funds	\$44,073	\$67,432	\$91,708	\$116,927	\$119,266
IDEA - B	\$0	\$0	\$0	\$0	\$0
Miles Fellowship	\$0	\$0	\$0	\$0	\$0
Other Federal Revenue	\$74,600	\$114,138	\$155,228	\$197,916	\$201,874
Other Federal Revenue	\$117,229	\$179,360	\$243,930	\$311,011	\$317,231

Fundraising

Walton Family Foundation	\$0	\$0	\$0	\$0	\$0
Individuals	\$0	\$0	\$0	\$0	\$0

**Budget Component
Proposed Elementary School**

	17 - 18	18 - 19	19 - 20	20 - 21	21 - 22
2017	2018	2019	2020	2021	
Board Giving	\$0	\$0	\$0	\$0	\$0
Corporations	\$0	\$0	\$0	\$0	\$0
Churches	\$0	\$0	\$0	\$0	\$0
Foundations	\$0	\$0	\$0	\$0	\$0
Staff Contributions	\$0	\$0	\$0	\$0	\$0
In-Kind Contributions	\$0	\$0	\$0	\$0	\$0
Fundraising-Restricted					
Corporations - Restricted	\$0	\$0	\$0	\$0	\$0
Other					
Loans	\$0	\$0	\$0	\$0	\$0
Student Activity Fees	\$2,565	\$3,925	\$5,338	\$6,806	\$6,942
Other School Fees	\$7,384	\$11,297	\$15,364	\$19,589	\$19,980
Interest on Investments	\$0	\$0	\$0	\$0	\$0
Donated Goods and Services	\$0	\$0	\$0	\$0	\$0
Other Income	\$0	\$0	\$0	\$0	\$0
Management Fee	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUE	\$2,473,155	\$3,617,166	\$4,500,837	\$5,725,227	\$5,826,184
EXPENSES					
Personnel Expenses					
Employees	\$1,206,859	\$1,507,828	\$1,934,074	\$2,307,169	\$2,353,312
Benefits	\$402,769	\$518,052	\$650,212	\$770,759	\$785,970
Total Personnel Expenses	\$1,609,628	\$2,025,880	\$2,584,285	\$3,077,928	\$3,139,282

**Budget Component
Proposed Elementary School**

	17 - 18	18 - 19	19 - 20	20 - 21	21 - 22
	2017	2018	2019	2020	2021
Direct Student Expenses					
General Direct Student Exp	\$278,852	\$401,558	\$541,757	\$686,841	\$688,517
Transportation	\$18,133	\$26,323	\$34,834	\$43,674	\$44,547
Athletic Program	\$0	\$0	\$0	\$0	\$0
Technology	\$17,457	\$24,815	\$33,012	\$41,246	\$42,071
Total Direct Student Expenses	\$314,442	\$452,696	\$609,603	\$771,761	\$775,135
Administration					
General	\$200,498	\$289,198	\$373,149	\$457,775	\$465,367
Marketing / Recruitment	\$5,306	\$5,412	\$5,520	\$5,631	\$5,743
Staff Development	\$33,375	\$41,532	\$52,779	\$63,044	\$64,305
Travel & Entertainment	\$0	\$0	\$0	\$0	\$0
Professional Services	\$43,245	\$45,257	\$47,759	\$50,053	\$51,054
Technology	\$67,750	\$90,178	\$119,824	\$149,440	\$151,042
Total Administration	\$350,173	\$471,578	\$599,032	\$725,944	\$737,512
Facilities					
Depreciation	\$261,784	\$382,134	\$507,193	\$637,101	\$649,843
Amortization	\$47,368	\$65,249	\$84,261	\$116,190	\$129,476
Gain/Loss-Sale of Assets					
Unrealized Gain/Loss on Assets					
TOTAL EXPENSES	\$2,583,395	\$3,397,536	\$4,384,373	\$5,328,924	\$5,431,248
NET OPERATING INCOME (LOSS)	(\$110,240)	\$219,630	\$116,463	\$396,302	\$394,936
<i>Per student</i>	<i>-\$551</i>	<i>\$732</i>	<i>\$291</i>	<i>\$793</i>	<i>\$790</i>

Budget Component
Proposed Elementary School

	17 - 18	18 - 19	19 - 20	20 - 21	21 - 22
	2017	2018	2019	2020	2021
CASH FLOW SUMMARY					
Net Income (Loss)	-\$110,240	\$219,630	\$116,463	\$396,302	\$394,936
Depreciation	\$47,368	\$65,249	\$84,261	\$116,190	\$129,476
Other Operating Cash Flow Adjustments	\$748,585	-\$177,365	\$53,171	-\$51,885	-\$255,107
Operating Cash Flow Adjustments	\$685,714	\$107,514	\$253,895	\$460,608	\$269,305
Investing Activities					
Land	\$0	\$0	\$0	\$0	\$0
Building and Building Improvements	\$0	\$0	\$0	\$0	\$0
Furniture & Equipment	-\$170,515	-\$55,578	-\$60,556	-\$124,457	-\$66,428
Buses / Transportation	-\$106,121	-\$54,122	-\$55,204	-\$56,308	\$0
Cash provided by (used in) Investing Activities	-\$276,636	-\$109,700	-\$115,760	-\$180,765	-\$66,428
Financing Activities					
Facility Principal Loan Payments	\$0	\$0	\$0	\$0	\$0
Other Long Term Liabilities	\$0	\$0	\$0	\$0	\$0
Cash provided by (used in) Financing Activities	\$0	\$0	\$0	\$0	\$0
CASH SURPLUS (DEFICIT)					
	\$409,078	(\$2,186)	\$138,135	\$279,843	\$202,877
Beginning Cash	\$0	\$409,078	\$406,892	\$545,027	\$824,870
ENDING CASH	\$409,078	\$406,892	\$545,027	\$824,870	\$1,027,746

**Budget Component
Proposed Middle School**

	19 - 20	20 - 21	21 - 22	22 - 23	23 - 24
Number of Students	2019	2020	2021	2022	2023
Number of Employees	96	190	274	350	350
Students per Employee	11	17	25	29	29
	9.1	11.2	11.2	12.1	12.1

REVENUE

State and Local Revenue					
Gross Base Per Pupil	\$909,312	\$1,827,320	\$2,685,392	\$3,488,881	\$3,549,936
Capital Outlay	\$16,000	\$32,000	\$47,000	\$60,000	\$60,000

Federal Revenue

Race To The Top - Federal	\$0	\$0	\$0	\$0	\$0
Title I	\$37,926	\$76,402	\$112,555	\$146,592	\$149,524
Title II A	\$0	\$0	\$0	\$0	\$0
Title Vb	\$300,000	\$300,000	\$0	\$0	\$0
I-3	\$0	\$0	\$0	\$0	\$0
US DOE	\$0	\$0	\$0	\$0	\$0
Gross IDEA Funds	\$22,010	\$44,339	\$65,319	\$85,072	\$86,773
IDEA - B	\$0	\$0	\$0	\$0	\$0
Miles Fellowship	\$0	\$0	\$0	\$0	\$0
Other Federal Revenue	\$37,255	\$75,050	\$110,563	\$143,997	\$146,877
Other Federal Revenue	\$58,543	\$117,935	\$173,741	\$226,280	\$230,806

Fundraising

Walton Family Foundation	\$0	\$0	\$0	\$0	\$0
Individuals	\$0	\$0	\$0	\$0	\$0

**Budget Component
Proposed Middle School**

	19 - 20	20 - 21	21 - 22	22 - 23	23 - 24
2019	2020	2021	2022	2023	
Board Giving	\$0	\$0	\$0	\$0	\$0
Corporations	\$0	\$0	\$0	\$0	\$0
Churches	\$0	\$0	\$0	\$0	\$0
Foundations	\$0	\$0	\$0	\$0	\$0
Staff Contributions	\$0	\$0	\$0	\$0	\$0
In-Kind Contributions	\$0	\$0	\$0	\$0	\$0
Fundraising-Restricted					
Corporations - Restricted	\$0	\$0	\$0	\$0	\$0
Other					
Loans	\$0	\$0	\$0	\$0	\$0
Student Activity Fees	\$1,281	\$2,581	\$3,802	\$4,952	\$5,051
Other School Fees	\$3,687	\$7,428	\$10,943	\$14,252	\$14,537
Interest on Investments	\$0	\$0	\$0	\$0	\$0
Donated Goods and Services	\$0	\$0	\$0	\$0	\$0
Other Income	\$0	\$0	\$0	\$0	\$0
Management Fee	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUE	\$1,386,015	\$2,483,055	\$3,209,315	\$4,170,025	\$4,243,504
EXPENSES					
Personnel Expenses					
Employees	\$592,284	\$950,143	\$1,398,984	\$1,672,309	\$1,705,756
Benefits	\$189,117	\$306,450	\$449,947	\$537,484	\$548,103
Total Personnel Expenses	\$781,401	\$1,256,593	\$1,848,931	\$2,209,794	\$2,253,858

**Budget Component
Proposed Middle School**

	19 - 20	20 - 21	21 - 22	22 - 23	23 - 24
Direct Student Expenses	2019	2020	2021	2022	2023
General Direct Student Exp	\$198,256	\$368,112	\$526,946	\$676,279	\$671,683
Transportation	\$21,923	\$30,505	\$39,421	\$48,682	\$49,656
Athletic Program	\$0	\$0	\$0	\$0	\$0
Technology	\$8,304	\$15,676	\$23,078	\$29,388	\$29,976
Total Direct Student Expenses	\$228,483	\$414,293	\$589,446	\$754,349	\$751,315
Administration					
General	\$129,839	\$223,258	\$316,112	\$389,032	\$395,515
Marketing / Recruitment	\$5,520	\$5,631	\$5,743	\$5,858	\$5,975
Staff Development	\$26,177	\$43,229	\$63,546	\$76,723	\$78,257
Travel & Entertainment	\$0	\$0	\$0	\$0	\$0
Professional Services	\$46,599	\$48,938	\$51,659	\$53,647	\$54,720
Technology	\$34,935	\$61,144	\$92,042	\$114,690	\$116,932
Total Administration	\$243,071	\$382,200	\$529,103	\$639,950	\$651,399
Facilities					
Depreciation	\$143,617	\$258,905	\$367,783	\$470,848	\$480,265
Amortization	\$38,073	\$66,574	\$96,709	\$131,138	\$140,920
Gain/Loss-Sale of Assets					
Unrealized Gain/Loss on Assets					
TOTAL EXPENSES	\$1,434,645	\$2,378,565	\$3,431,972	\$4,206,080	\$4,277,757
NET OPERATING INCOME (LOSS)	(\$48,630)	\$104,490	(\$222,658)	(\$36,055)	(\$34,254)
<i>Per student</i>	<i>-\$507</i>	<i>\$551</i>	<i>-\$813</i>	<i>-\$103</i>	<i>-\$98</i>

Budget Component
Proposed Middle School

	19 - 20	20 - 21	21 - 22	22 - 23	23 - 24
	2019	2020	2021	2022	2023
CASH FLOW SUMMARY					
Net Income (Loss)	-\$48,630	\$104,490	-\$222,658	-\$36,055	-\$34,254
Depreciation	\$38,073	\$66,574	\$96,709	\$131,138	\$140,920
Other Operating Cash Flow Adjustments	\$398,635	\$181,398	\$578,849	\$297,167	\$46,326
Operating Cash Flow Adjustments	\$388,078	\$352,462	\$452,901	\$392,251	\$152,992
Investing Activities					
Land	\$0	\$0	\$0	\$0	\$0
Building and Building Improvements	\$0	\$0	\$0	\$0	\$0
Furniture & Equipment	-\$155,863	-\$107,314	-\$114,780	-\$135,529	-\$48,907
Buses / Transportation	-\$55,204	-\$56,308	-\$57,434	-\$58,583	\$0
Cash provided by (used in) Investing Activities	-\$211,067	-\$163,622	-\$172,214	-\$194,112	-\$48,907
Financing Activities					
Facility Principal Loan Payments	\$0	\$0	\$0	\$0	\$0
Other Long Term Liabilities	\$0	\$0	\$0	\$0	\$0
Cash provided by (used in) Financing Activities	\$0	\$0	\$0	\$0	\$0
CASH SURPLUS (DEFICIT)	\$177,012	\$188,841	\$280,687	\$198,138	\$104,084
Beginning Cash	\$0	\$177,012	\$365,852	\$646,539	\$844,677
ENDING CASH	\$177,012	\$365,852	\$646,539	\$844,677	\$948,762

**Budget Component
Network Roll-up**

	14-15	15-16	16-17	17-18	18-19	19-20	20-21	21-22	22-23	23-24
Number of Students	648	1,018	1,292	1,678	2,092	2,401	2,713	2,911	3,000	3,012
Number of Employees	77	119	143	184	222	246	267	281	286	286
Students per Employee	8.4	8.6	9.0	9.1	9.4	9.8	10.2	10.4	10.5	10.5

REVENUE	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Gross base Per Pupil	\$5,633,886	\$8,919,534	\$11,495,514	\$15,187,340	\$19,269,388	\$22,533,073	\$25,930,529	\$28,332,262	\$29,713,887	\$30,352,300
Capital Outlay	\$114,000	\$176,000	\$220,000	\$283,000	\$331,000	\$380,000	\$433,000	\$466,000	\$497,000	\$499,000
Race To The Top - Federal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Title I	\$230,124	\$363,525	\$468,505	\$611,785	\$767,311	\$895,938	\$1,030,466	\$1,128,154	\$1,187,936	\$1,216,683
Title II A	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Title Vb	\$451,012	\$550,000	\$300,000	\$300,000	\$600,000	\$600,000	\$300,000	\$0	\$0	\$0
I-3	\$191,194	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
US DOE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Gross IDEA Funds	\$133,548	\$215,673	\$279,091	\$369,730	\$470,271	\$550,512	\$634,391	\$694,461	\$729,949	\$747,443
IDEA - B	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miles Fellowship	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Federal Revenue	\$0	\$0	\$472,401	\$625,822	\$796,001	\$931,820	\$1,073,797	\$1,175,474	\$1,235,543	\$1,265,154
Other Federal Revenue	\$0	\$0	\$735,530	\$975,998	\$1,242,780	\$1,455,544	\$1,677,965	\$1,837,034	\$1,930,696	\$1,976,470
Walton Family Foundation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Individuals	\$375,500	\$375,500	\$375,500	\$375,500	\$375,500	\$375,500	\$375,500	\$375,500	\$375,500	\$375,500
Board Giving	\$7,600	\$7,600	\$7,600	\$7,600	\$7,600	\$7,600	\$7,600	\$7,600	\$7,600	\$7,600
Corporations	\$382,063	\$237,063	\$237,063	\$237,063	\$237,063	\$237,063	\$237,063	\$237,063	\$237,063	\$237,063
Churches	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
Foundations	\$818,675	\$728,337	\$728,337	\$728,337	\$728,337	\$728,337	\$728,337	\$728,337	\$728,337	\$728,337
Staff Contributions	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
In-Kind Contributions	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Corporations - Restricted	\$125,000	\$312,500	\$400,000	\$312,500	\$0	\$0	\$0	\$0	\$0	\$0
Loans	\$400,000	\$0	\$0	\$0	-\$250,000	\$0	\$0	\$0	\$0	\$0
Student Activity Fees	\$8,711	\$14,350	\$19,000	\$25,157	\$31,223	\$36,100	\$41,247	\$44,980	\$47,275	\$48,515
Other School Fees	\$22,373	\$36,131	\$46,756	\$61,940	\$78,784	\$92,226	\$106,278	\$116,342	\$122,287	\$125,218
Interest on Investments	\$13,828	\$13,828	\$13,828	\$13,828	\$13,828	\$13,828	\$13,828	\$13,828	\$13,828	\$13,828
Donated Good and Services	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500
Other Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Management Fee	\$459,871	\$725,497	\$934,451	\$1,231,414	\$1,558,370	\$1,819,843	\$2,092,125	\$2,284,697	\$2,395,647	\$2,447,127
TOTAL REVENUE	\$9,369,386	\$12,677,539	\$16,735,576	\$21,349,015	\$26,259,456	\$30,659,384	\$34,684,127	\$37,443,731	\$37,874,547	\$38,692,237

Budget Component
Network Roll-up

	14 - 15	15 - 16	16 - 17	17 - 18	18 - 19	19 - 20	20 - 21	21 - 22	22 - 23	23 - 24
EXPENSES	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023

Personnel Expenses										
Salaries	\$4,547,761	\$6,559,782	\$7,807,449	\$9,870,776	\$11,939,814	\$13,449,352	\$14,854,975	\$15,923,014	\$16,486,820	\$16,816,557
Benefits and Other	\$1,507,946	\$2,213,874	\$2,661,080	\$3,372,463	\$4,083,650	\$4,585,080	\$5,041,658	\$5,388,539	\$5,573,655	\$5,683,803
Total Personnel Expenses	\$6,055,708	\$8,773,656	\$10,468,529	\$13,243,238	\$16,023,464	\$18,034,432	\$19,896,633	\$21,311,553	\$22,060,475	\$22,500,360

Direct Student Expenses										
General Direct Student Exp	\$504,521	\$710,567	\$1,991,718	\$2,541,053	\$3,134,013	\$3,655,055	\$4,188,902	\$4,572,222	\$4,808,514	\$4,903,953
Transportation	\$110,638	\$112,850	\$133,035	\$153,829	\$225,207	\$267,602	\$297,384	\$319,945	\$334,816	\$341,513
Direct Student Technology	\$35,700	\$35,700	\$36,414	\$37,142	\$37,885	\$38,643	\$39,416	\$40,204	\$41,008	\$41,828
Athletic Program	\$94,907	\$121,036	\$138,051	\$173,195	\$210,020	\$238,376	\$267,309	\$288,627	\$301,311	\$308,313
Total Direct Student Expenses	\$745,766	\$980,153	\$2,299,218	\$2,905,219	\$3,607,125	\$4,199,675	\$4,793,012	\$5,220,997	\$5,485,650	\$5,595,607

Administration										
General Admin Exp	\$682,582	\$1,029,881	\$1,269,757	\$1,687,974	\$2,126,281	\$2,434,046	\$2,695,774	\$2,902,739	\$3,029,216	\$3,089,307
Marketing / Recruitment	\$60,250	\$66,555	\$67,886	\$74,550	\$81,453	\$88,602	\$90,375	\$92,182	\$94,026	\$95,906
Board & Staff Development	\$187,196	\$383,149	\$331,432	\$395,077	\$458,003	\$511,503	\$559,859	\$600,149	\$623,557	\$635,528
Travel & Entertainment	\$9,500	\$9,690	\$9,884	\$10,081	\$10,283	\$10,489	\$10,699	\$10,913	\$11,131	\$11,353
Professional Services	\$164,619	\$215,922	\$226,342	\$278,355	\$330,676	\$386,664	\$398,993	\$410,079	\$419,231	\$427,612
Admin Technology	\$301,817	\$440,591	\$559,328	\$753,142	\$882,782	\$986,451	\$1,084,704	\$1,162,367	\$1,206,862	\$1,233,813
Total Administration	\$1,405,964	\$2,145,788	\$2,464,629	\$3,199,179	\$3,889,478	\$4,417,756	\$4,840,403	\$5,178,428	\$5,384,023	\$5,493,520

Facilities										
Depreciation	\$747,426	\$976,033	\$1,333,229	\$1,766,934	\$2,228,946	\$2,655,917	\$3,058,940	\$3,340,733	\$3,514,874	\$3,595,835
	\$244,143	\$338,333	\$411,654	\$490,597	\$521,173	\$594,588	\$614,780	\$678,249	\$709,143	\$694,057
TOTAL EXPENSES	\$9,119,006	\$13,213,964	\$16,977,259	\$21,607,167	\$26,280,185	\$29,902,348	\$33,203,767	\$35,729,960	\$37,154,164	\$37,879,378

NET OPERATING INCOME (LOSS)	\$170,379	(\$536,425)	(\$241,684)	(\$258,152)	(\$20,729)	\$757,036	\$1,480,360	\$1,713,771	\$720,383	\$812,858
<i>Per student</i>	\$263	-\$527	-\$187	-\$154	-\$10	\$315	\$546	\$589	\$240	\$270

CASH FLOW SUMMARY

Net Income (Loss)	\$170,379	-\$536,425	-\$241,684	-\$258,152	-\$20,729	\$757,036	\$1,480,360	\$1,713,771	\$720,383	\$812,858
Depreciation	\$244,143	\$338,333	\$411,654	\$490,597	\$521,173	\$594,588	\$614,780	\$678,249	\$709,143	\$694,057
Other Operating Cash Flow Adjustments	\$156,000	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Operating Cash Flow Adjustments	\$570,522	-\$48,092	\$169,970	\$232,445	\$500,445	\$1,351,603	\$2,095,140	\$2,392,019	\$1,429,526	\$1,506,915
Investing Activities										
Land	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Building and Building Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Furniture & Equipment	-\$353,184	-\$460,358	-\$393,767	-\$430,809	-\$544,870	-\$616,648	-\$483,964	-\$639,319	-\$611,165	-\$533,189
Buses / Transportation	-\$100,000	-\$102,000	-\$52,020	-\$159,181	-\$216,486	-\$165,612	-\$168,924	-\$114,869	-\$58,583	\$0

Cash provided by (used in) Investing Activities	-\$453,184	-\$562,358	-\$445,787	-\$589,990	-\$761,357	-\$782,260	-\$652,889	-\$754,187	-\$669,748	-\$533,189
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Budget Component
Network Roll-up

	14-15	15-16	16-17	17-18	18-19	19-20	20-21	21-22	22-23	23-24
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Financing Activities										
Facility Principal Loan Payments	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Long Term Liabilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

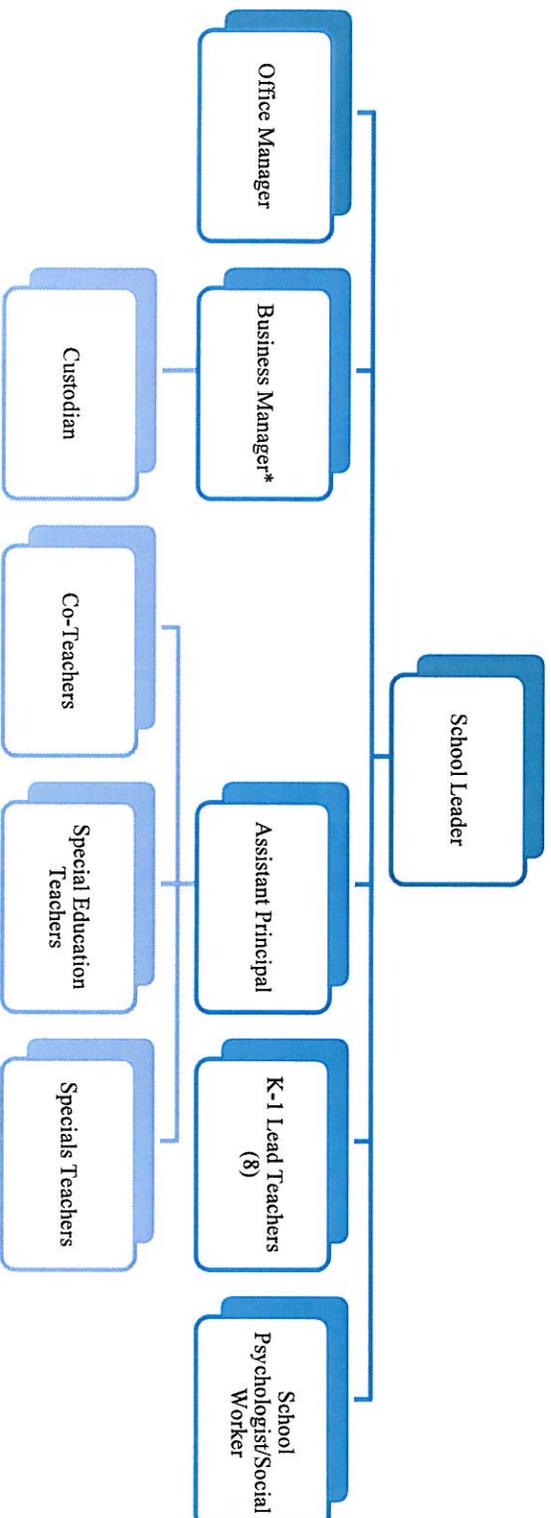
Cash provided by (used in) Financing Activities

Cash provided by (used in) Financing Activities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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CASH SURPLUS (DEFICIT)	\$117,338	(\$610,450)	(\$275,816)	(\$357,545)	(\$260,912)	\$569,343	\$1,442,251	\$1,637,832	\$759,777	\$973,726
Beginning Cash	\$4,532,716	\$4,650,054	\$4,039,604	\$3,763,788	\$3,406,243	\$3,145,331	\$3,714,674	\$5,156,925	\$6,794,757	\$7,554,534
ENDING CASH	\$4,650,054	\$4,039,604	\$3,763,788	\$3,406,243	\$3,145,331	\$3,714,674	\$5,156,925	\$6,794,757	\$7,554,534	\$8,528,260

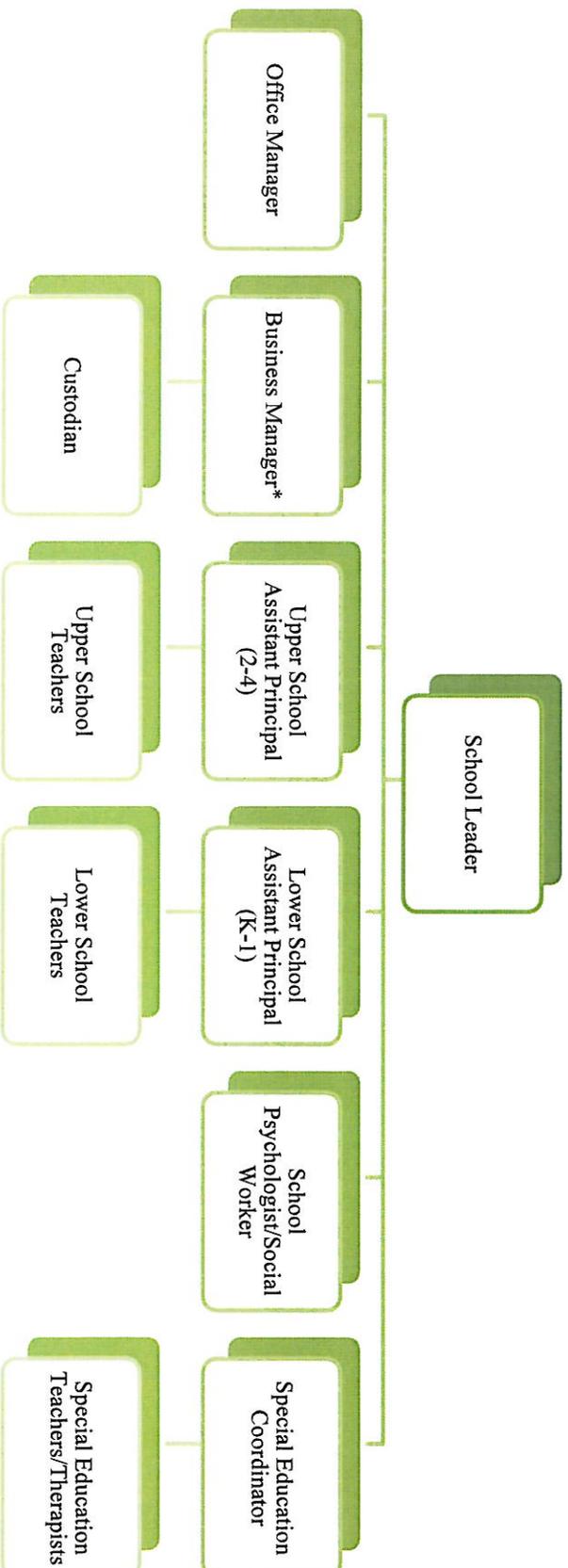
Per Pupil Spend \$ 14,204.77 \$ 12,977.26 \$ 13,142.17 \$ 12,878.27 \$ 12,561.03 \$ 12,453.29 \$ 12,239.85 \$ 12,272.43 \$ 12,383.99 \$ 12,576.82

**KIPP Nashville Primary
School Level Org Chart
Year 1 (K-1)
(2017-18)**



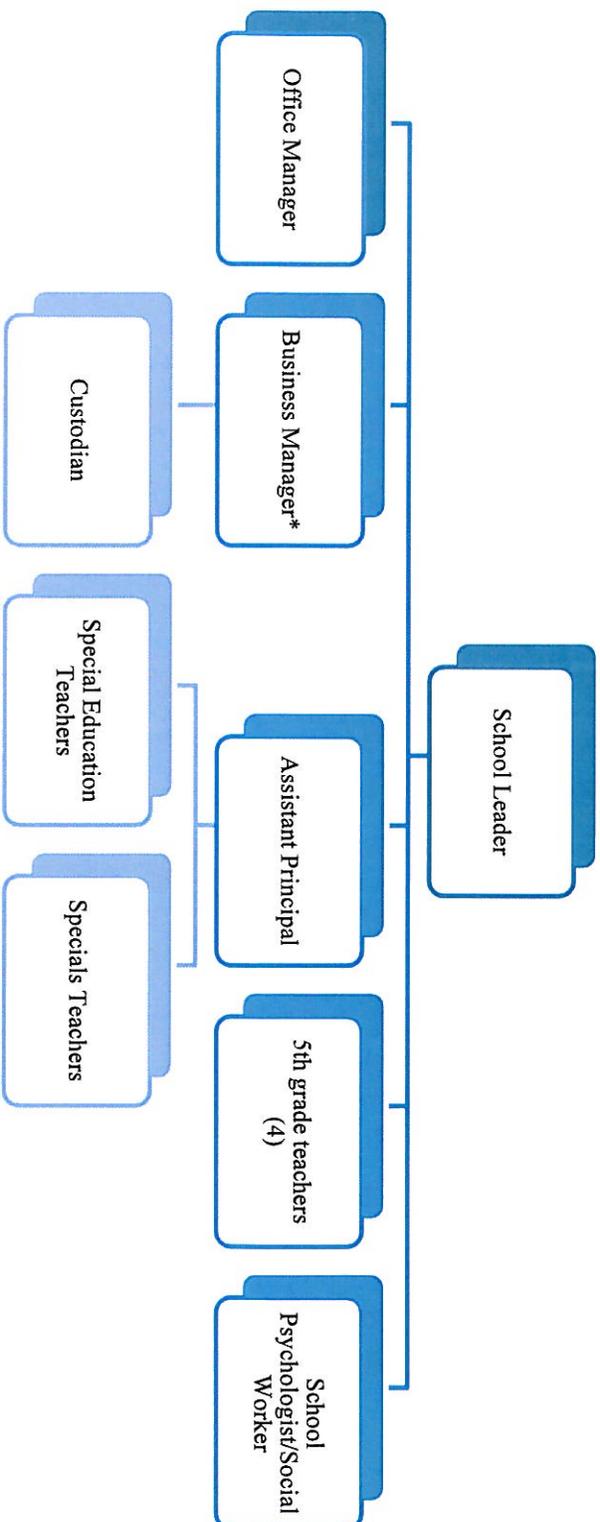
**Note that the business manager has a dotted line relationship to the KIPP Nashville Director of Operations*

**KIPP Nashville Primary
School Level Org Chart
Year 4 (Capacity at K-4)
(2020-21)**



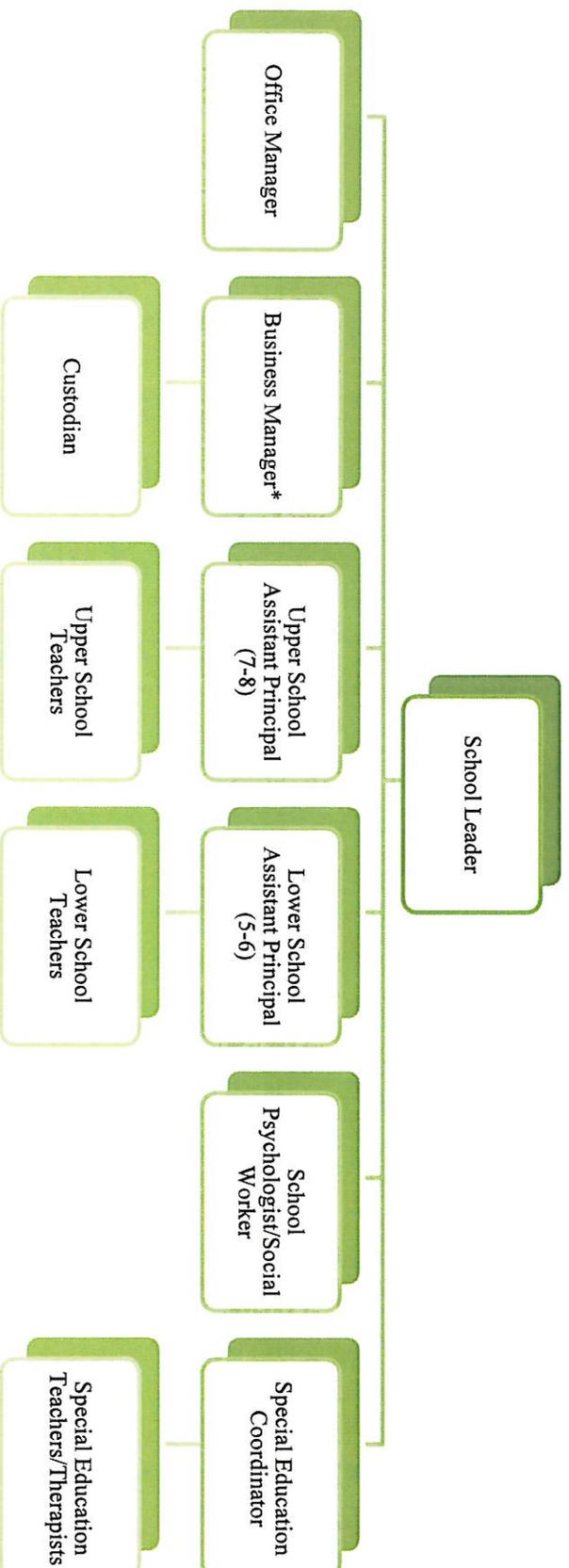
**Note that the business manager has a dotted line relationship to the KIPP Nashville Director of Operations*

**KIPP Nashville Middle
School Level Org Chart
Year 1 (grade 5)
(2019-20)**



**Note that the business manager has a dotted line relationship to the KIPP Nashville Director of Operations*

**KIPP Nashville Middle
 School Level Org Chart
 Year 4 (Capacity at 5-8)
 (2022-23)**



**Note that the business manager has a dotted line relationship to the KIPP Nashville Director of Operations*

7/6/2015

Anika Baltimore
Director of Finance
KIPP Nashville
PO BOX 78126
Nashville, TN 37207

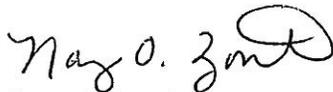
Dear Anika,

At the present time, Pinnacle Bank holds available a line of credit of \$1,750,000.00 for KIPP Nashville. This line matures April 6, 2016. As we have discussed with you and your Finance Committee, we stand ready to work with you to increase this line as your needs continue to grow with new schools.

Your deposit balances with Pinnacle Bank continue to be very strong; with today's total deposits being \$5,605,230.41.

All of us at Pinnacle are very impressed with the financial expertise of the entire KIPP team. We look forward to continuing to grow with you.

Sincerely,



Nancy O Zoretic
Senior Vice President
Pinnacle Financial Partners



Charter School Performance Framework



Acknowledgements

The Tennessee State Board of Education would like to acknowledge and thank the National Association of Charter School Authorizers,¹ the Metropolitan Nashville Public School's Office of Charter Schools, and the Tennessee Achievement School District for use of their framework templates, guidance, and assistance in the creation of this performance framework. In addition, we appreciate the assistance of the Tennessee Department of Education for guidance around the state's accountability framework and their thought-partnership during the development of this performance framework.



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¹ National Association of Charter School Authorizers, "Core Performance Framework and Guidance," March 2013, accessed August 26, 2014, available at www.qualitycharters.org.



About the Performance Framework

The Tennessee State Board of Education’s mission with regard to its role as an appellate authorizer of charter schools is laid out in State Board Policy 6.100. This policy states, “The mission of the State Board is to increase families’ access to high-quality charter schools.” Therefore, this document outlines the comprehensive benchmarks by which charter schools authorized by the Tennessee State Board of Education will be measured and evaluated in order to meet the mission stated above. The framework addresses the academic, financial, and organizational benchmarks by which schools will be scored to indicate the overall success and health of the charter school. A charter school’s performance on these measures will be published in the annual report produced by the State Board of Education.



Section I. Academic Performance & School Culture

Pursuant to Tennessee Code Annotated (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.”² 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 will 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. The State Board of Education’s Charter School Intervention Policy 6.700 lays out the possible interventions and sanctions for failure to meet the standards set forth in the performance framework.³

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%)

² T.C.A. § 49-13-143(a)

³ For example, the governing board of any school that receives a “Falls Far Below” rating in any category will receive a Notice of Concern detailing the areas of concern on the Performance Framework. Achievement of a rating of “Falls Far Below” in multiple areas or “Does Not Meet Standard” in a significant number of ratings will result in a Notice of Deficiency being issued to the school’s governing board and a Plan of Correction being developed. Additional information regarding possible interventions and sanctions, including charter revocation, are available in the Charter School Intervention Policy 6.700.



1: Student Achievement (50%)

Measure	Description	Falls Far Below Standard	Does Not Meet Standard	Meets Standard	Exceeds Standard	Total Weight
1a*	School academic performance, as measured by the Tennessee Department of Education	D or F	C	B	A	50%

**For schools in their first year of operation, see 1b in the next section.*

In December 2015, the Every Student Succeeds Act (ESSA) was signed into law. ESSA replaces the former federal education law, commonly referenced as No Child Left Behind, and reauthorizes the Elementary and Secondary Education Act of 1965. In 2017, the Tennessee Department of Education (TDOE) outlined a new district and school accountability framework that is aligned to ESSA. The TDOE’s school accountability framework measures school performance for all students and by subgroup on the following indicators:⁴

1. **Achievement:** Percent of students performing at “on track” or “mastered” on state assessments through two pathways:
 - a. Absolute achievement (relative to other schools); or
 - b. Performance on Annual Measureable Objectives (AMO) targets (growth in achievement);
2. **Growth:** TVAAS growth for all students and progress on all achievement levels for subgroups;
3. **Ready Graduate (High School Only):** Percent of high school graduates who demonstrate the necessary skills for postsecondary, military, and workforce readiness by meeting either ACT, Early Postsecondary Opportunities (EPSO), or military criteria through two pathways:
 - a. Absolute achievement (relative to other schools); or
 - b. Performance on AMO targets (growth in Ready Graduate indicator);
4. **Chronically Out of School:** Percent of students who are chronically out of school, defined as missing 10 percent or more of a school year due to absences or out of school suspensions, through two pathways:
 - a. Absolute achievement (relative to other schools); or
 - b. Performance on AMO targets (reduction in percent of students chronically out of school);
5. **English Language Proficiency Assessment (ELPA):** Progress toward English language proficiency through two pathways:
 - a. Percent of students exiting ESL services, weighted by initial ELP; or
 - b. Percent of students meeting or exceeding the growth standard based on prior English proficiency.

⁴ Tennessee Department of Education. (2017, April 3). *Every Student Succeeds Act: Building on Success in Tennessee*.



An A-F letter grade⁵ is assigned to each school evaluated by the TDOE. Due to the comprehensive nature of this state-determined school rating, each letter grade will correspond to the rating category as determined in the table above. Minus grades for schools designated as “focus” schools will not influence the overall ratings category of the school. For example, a school receiving a B- will be designated as “Meets Standard.”

1. b. Student Achievement for New Schools (Applicable for schools with only one year of data)

New schools in their first year of operations will not receive an A-F rating from the TDOE. Instead, new schools will be evaluated in the following three areas in student achievement. The total weight of the following three areas equals 50% of the final score, replacing the 50% weight from the A-F letter grade.

1. **Absolute Achievement:** Absolute achievement will be measured by the percentage of student scoring “On-Track” or “Mastered” on the Tennessee state assessments in the subject areas of ELA, math, and science⁶. The total scoring weight for absolute achievement is 25% with each subject area consisting of 8.3% of the total 25%. If a school is not being tested in a certain area, the total of 25% will be reallocated equally among the total tested subject areas.
2. **Growth:** Growth in achievement will be measured by TVAAS overall composite index for the one-year trend.
3. **Chronic Absenteeism:** Chronic Absenteeism is defined as the percent of students missing 10% or more of enrolled school days.

⁵ T.C.A. § 49-1-228 : “(a) The department of education shall develop a school grading system that annually assigns A, B, C, D, and F letter grades to schools based on: (1) Student performance on the Tennessee comprehensive assessment program (TCAP) tests or end-of-course exams; (2) Student growth as indicated by Tennessee Value-Added Assessment System (TVAAS) data or data from other measures of student growth; and (3) Other outcome indicators of student achievement that the department finds to be reliable measures of school performance.”

⁶ The science thresholds are based on Tennessee state assessment data from 2017. Once the new aligned science TN Ready assessments are released, these science thresholds will be updated to be more consistent with the latest science assessment data.

Measure	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	
1a – Year 1	Absolute Achievement	Absolute performance in ELA, as measured by Tennessee State Assessments - Percent of students scoring On Track/Mastered	HS	Less than 20%	20%-29.9%	30%-50%	Greater than 50%	8.3%
			3-8	Less than 20%	20%-29.9%	30%-50%	Greater than 50%	
		Absolute performance in math, as measured by Tennessee State Assessments - Percent of students scoring On Track/Mastered	HS	Less than 10%	10%-19.9%	20%-40%	Greater than 40%	8.3%
			3-8	Less than 20%	20%-29.9%	30%-50%	Greater than 50%	
		Absolute performance in science, as measured by Tennessee State Assessments - Percent of students scoring On Track/Mastered	HS	Less than 40%	40%-49.9%	50%-70%	Greater than 70%	8.3%
			3-8	Less than 40%	40%-49.9%	50%-70%	Greater than 70%	
	Growth	TVAAS overall composite index for one-year trend.	All	Level 1	Level 2	Level 3 or 4	Level 5	20%
	Chronic Absenteeism	The percent of students missing 10 percent or more of enrolled school days	HS	Greater than 25%	20.1-25%	15%-20%	Less than 15%	5%
			K-8	Greater than 20%	15.1%-20%	10%-15%	Less than 10%	

2: Comparative Performance (30%)

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

Comparison of charter performance to the resident 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 “mastered” or “on track” on the state assessments at the charter school, as compared to the resident district average.

- In grades 3-8, an average percent “mastered” or “on track” of all grades will be calculated for each tested subject.



- This average will be calculated by taking the total number of students scoring “mastered” or “on track” and dividing it by the total number of students who took the test in grades 3-8.
- In high school, an average percent “mastered” or “on track” will be calculated for End-of-Course (EOC) assessments in English I, II, and III, Algebra or Integrated Math I, Geometry or Integrated Math II, Algebra II or Integrated Math III, Chemistry, Biology, and U.S. History.
 - This average will be calculated by taking the total number of students scoring “mastered” or “on track” 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, II, and III
 - Math: Algebra or Integrated Math I, Geometry or Integrated Math II, Algebra II or Integrated Math III
 - Science: Chemistry, 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.

3: School Culture (20%)

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%	6.7%
		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%	6.7%
3c	Teacher retention rate	All	Less than 65%	65% - 74.9%	75% - 84.9%	85% or more	6.7%

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 October 1 of a given year and October 1 of the next year.⁷ 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.

Rating System:

Each school will receive points per 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	Points
Falls Far Below Standard	1

⁷ October 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 October 1. The National Center for Education Statistics (NCES) also uses this date when referencing enrollment for a given year.



Does Not Meet Standard	2
Meets Standard	3
Exceeds Standard	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 resident district in ELA	1	2	3	4	2	7.5%	0.15
		School comparative performance to resident district in math	1	2	3	4	3	7.5%	0.225
		School comparative performance to resident district in science	1	2	3	4	1	7.5%	0.075
		School comparative performance to resident district in social studies	1	2	3	4	3	7.5%	0.225
Culture	20%	Suspension rate	1	2	3	4	2	6.7%	0.1334
		Student attrition rate	1	2	3	4	3	6.7%	0.2001
		Teacher retention rate	1	2	3	4	3	6.7%	0.2001
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.")



Section II. Financial Performance

In addition to academic performance, another important indicator of short-term and long-term success of charter schools is the 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.

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
 - e. Near Term Indicators

1. Near Term Indicators

1(a). Current Ratio:

Current Assets divided by 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)

Note: For schools in their first or second year of operation, the Current Ratio must be 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

Note: For schools in their first or second year of operation, they must have a minimum of 30 days cash.

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

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

Note: For schools in their first or second year of operation, the cumulative Total Margin must be positive.

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

Note: Schools in their first or second year of operation must have positive cash flow.

Does Not Meet Standard

- Multi-Year Cumulative Cash Flow is positive, but trend does not “Meet Standard”

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



Section III: Organizational Performance

A charter school's performance in the organization 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.

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. Attendance
 - c. Credentialing
 - d. Employment Rights
 - e. Background Checks
5. School Environment
 - a. Facilities and Transportation
 - b. Health and Safety
 - c. Information Handling
6. Additional Obligations
 - a. All Other Obligations

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 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 implement its program 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, including Common Core
 - 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 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 described above

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

Meets Standard

- Consistent with the school's status and responsibilities as a Local Education Agency (LEA), 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 treatments 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 program students in a lawful manner and consistent with students' IEPs or Section 504 Plans
- Securing of all applicable funding

- 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 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 described above.

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:

Does Not Meet Standard

- The school did not materially comply with all applicable laws, rules, regulations, and provisions 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 described above

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)
 - 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 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 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 relating to financial management and oversight expectations 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 described above.





2. 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 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 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
 - (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 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 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), district education department, and/or federal authorities, including but not limited to:
 - Accountability tracking
 - Attendance and enrollment reporting
 - Compliance and oversight
 - Additional information request by authorizer

- The school failed to comply with all applicable laws, rules, regulations, and provisions described above.

Does Not Meet Standard

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

Falls Far Below Standard

3. 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 of 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 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 described above.

4(b). Is the school meeting attendance goals?

Meets Standard

- The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to attendance goals.

Does Not Meet Standard

- The school failed to comply with all applicable laws, rules, regulations, and provisions relating to attendance goals; 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 described above.

4(c). 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.

Does Not Meet Standard

- The school failed to comply with all applicable laws, rules, regulations, and provisions 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 described above.

4(d). 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 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 described above.

4(e). 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).

Does Not Meet Standard

- The school failed to comply with all applicable laws, rules, regulations, and provisions 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 described above.

4. 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 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 described above.

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

Meets Standard

Adopted: 10/31/14
Revised:

- 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 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 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 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

Falls Far Below Standard

- The school failed to comply with all applicable laws, rules, regulations, and provisions described above.

Does Not Meet Standard

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

5. 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 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 described above.



Tennessee State Board of Education
Charter School Pre-Opening Checklist

Introduction[1]

After a charter school application is approved and authorized, there are a significant number of steps to be taken before a school is ready to open its doors to students, families, teachers, and the community. This will serve as a guiding document for charter schools that have been authorized by the Tennessee State Board of Education. Operators are expected to fulfill all of the requirements outlined in the following table to ensure that the charter school opens with the tools in place to succeed as a high quality school.

The Tennessee State Board of Education staff will work with the charter school to complete the pre-opening checklist, but it is the ultimate responsibility of the charter school to ensure it has completed all steps to be ready to open. We understand that opening a school takes a significant amount of time and energy, and the failure to complete one item does not mean that the school will not open. However, items that are in **bold text** are considered foundational items that must be completed for a school to open. If any of the **bolded items** are not completed or if a significant number of other items are not completed by the deadlines set by the Tennessee State Board of Education, the school's opening may be delayed.

The Tennessee State Board of Education staff will conduct a pre-opening visit to verify that the school is ready to open its doors to students. A school may not open until it has received a letter from the State Board of Education stating that it has completed the necessary items on the Pre-Opening Checklist, and the school is ready to open for students, families, and staff.

If a charter school does not complete all of the items on the Pre-Opening Checklist by December 31st of the year it opens, the school's charter will be recommended for immediate revocation.

[1] The Tennessee State Board of Education staff would like to acknowledge and thank the Tennessee Achievement School District, Metropolitan Nashville Public Schools, and the Charter Institute of the State University of New York for their assistance and templates for the pre-opening checklist.

Governance & Management					
Item	Deliverable	Due Date	Owner	Comments	Completed
Establish the Governing Body.	Submit list of the current members of the Governing Body including contact information and positions held on the Governing Body. The SBE must be notified of any change to the Governing Body made after the due date within 30 days of the change. [1]	June 1			
Establish and approve by-laws.	Submit copy of ratified by-laws and copy of minutes with ratification vote to the SBE within 5 days of meeting.	June 1			
Hire head of school/principal.	Submit name and contact information. The SBE must be notified of any change in school director/principal made after the due date and within 30 days of hire.	June 1			
Hire school leadership.	Submit an updated organizational chart with the names and contact information of key individuals in school leadership or administration positions.	June 1			
Name main contact for compliance and accountability.	Submit name, title, and contact information of compliance and accountability contact.	March 1			
Name main contact for federal programs compliance and accountability.	Submit name, title, and contact information of federal programs contact.	March 1			
Execute a management contract (if applicable).	Submit contract that is signed by management company and Governing Body and minutes from meeting approving the contract.	June 1			

Finance					
Item	Deliverable	Due Date		Comments	Completed
Finalize current enrollment for funding calculations.	Submit final enrollment numbers after closing the enrollment period and lottery. <i>(Update monthly until July)</i>	March 17			
Complete budget for upcoming school year and receive approval from the Governing Body.	Submit budget to the SBE and copy of minutes with approval vote included.	June 1			
Develop annual Cash Flow Projection.	Create and submit a cash flow projection for the upcoming fiscal year.	June 1			
Designate individual responsible for finance.	Submit name and contact information of the finance lead to the SBE. Submit Accounts Payable and Receivable information, billing address, payment address, and ACH routing information.	April 1			
Establish fiscal policies and procedures in accordance with generally accepted accounting procedures, appropriate financial controls, payroll systems, and procedures for revenue, expenses, and quarterly financial statements.	Submit fiscal policies and procedures and minutes from Governing Body approval of policies and procedures.	June 1			

	Submit evidence of employment or contract with an accountant, bookkeeper, or other person who will handle financial matters.	July 1			
Establish a payroll system.	Submit contract with a payroll company or evidence of employment of or contract with persons to handle payroll and copy of deduction policy.	July 1			
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 SBE, including final Internal Revenue Service determination letter.	June 1			
Retain an independent certified public accountant for auditing requirements.	Submit contract with independent certified public accountant.	July 1			
Personnel/Staffing					
Item	Deliverable	Due Date	Owner	Comments	Completed
Designate a human resources lead.	Submit name and contact information of human resources lead to the SBE.	March 1			
Sign up for employee benefits.	Opt-in or opt-out of the State of Tennessee's Health, Dental, and Vision Plans.	March 1			
	Complete and submit required participation paperwork.	April 1			
Select a teacher compensation plan.	Submit Salary Schedule or Differentiated Pay plan.	June 15			
Select a teacher evaluation system.	In accordance with T.C.A. § 49-1-302, T.C.A. § 49-5-108, and State Board Rule 0520-02-04, the school must select a teacher evaluation system and notify the Tennessee Department of Education of the system.	May 1			

Sign up eligible employees for TCRS.	Enroll eligible employees into the Tennessee Consolidated Retirement System (TCRS) and begin monthly reporting by the first payroll in which an eligible employee is paid.	March 1			
Establish a process for background screening for all employees and collect documentation of background checks, including employees in transportation, food service, custodial, and security.	Identify the person directly associated with the accessing, maintaining, processing, dissemination or destruction of background checks and sign an awareness statement that shall indicate they have been specifically trained on the subject by the State Board.	February 1			
	Maintain files with fingerprint clearance forms from TBI for each employee identifying the new charter school as the employee's current employer. Files should be available for inspection at any time.	July 1			
	Maintain background checks in a secure location in accordance with state and federal law. Files should be available for inspection at any time.	July 1			
Have an adequate number of teachers that matches the staffing plan established in the charter application.	Submit a teacher roster including teaching assignments by grade level or specialty.	July 15			
Ensure all teachers meet certification	Submit copies of teacher certifications or appropriate proof of compliance with statutory exemptions.	July 1			

requirements or meet the minimum requirements for licensure as defined by the State Board of Education pursuant to TCA § 49-13-111(i).					
Maintain and submit personnel records in accordance with State compliance reporting.	Identify Human Resource Information System to collect and maintain employee information required under Personnel Information Reporting System (PIRS).	July 1			
Establish and approve an employee handbook and distribute handbook to all staff.	Submit approved copy of employee handbook and minutes with Governing Body approval vote.	June 1			
	Provide documentation that the employee handbook has been distributed to all staff.	July 15			
Serving Special Populations					
Item	Deliverable	Due Date	Owner	Comments	Completed
Hire and designate leads for special education, student discipline, testing coordinator, SIS/Data Manager, Homeless Services, and ESL Services.	Submit list of names and contact information of leads and all required verified endorsements/certifications.	July 15			

Determine anticipated number of special education students and anticipated services requested.	Submit written documentation of anticipated students and anticipated needs to SBE.	June 1			
Adopt and implement a Child Find plan in accordance with IDEA.	Submit written documentation of a plan.	June 1			
Adopt and implement a plan for Response to Instruction & Intervention (RTI²).	Submit written documentation of a plan that is in accordance with Tennessee Department of Education guidelines available at http://www.state.tn.us/education/instruction/rti2.shtml .	August 1			
Adopt and implement a plan to deliver required services to students with disabilities.	Submit written documentation that the school has hired appropriate staff or contracted with other vendors for special education teacher(s), speech and language therapists, and occupational and physical therapists, or other services or equipment, if required by student IEPs.	July 1			
Adopt and implement a plan for identifying and assessing English proficiency for students classified as Non-English Language Background (NELB) through a Home Language Survey.	Create and submit a Home Language Survey to use with all enrolled students.	May 1			

	Submit plan for identifying, assessing, and serving EL students in accordance with federal and state law.	July 1			
	Submit roster of Active, Opted Out, and Refused EL Students.	September 1			
	Submit schedule for EL students demonstrating that the school is meeting the required service hours.	September 1			
	Submit proof of 1 teacher to 40 EL students as required by SBE policy.	September 1			
School Operations					
Item	Deliverable	Due Date	Owner	Comments	Completed
Complete E-Rate Filing.	If necessary, complete E-Rate filing via the Universal Service Administrative Company (USAC).	March 1			
Complete initial requirements for federal funding compliance.	Create and submit School Improvement Plan	September 1			
	Create and submit family engagement plan, school/parent/student compacts, Code of Conduct, and parent conference request forms to the SBE.	July 1			
If transportation will be provided, select transportation service provider. Service must meet specifications outlined in the Charter Contract.	Submit contract and insurance information of transportation provider and provide school contact for handling transportation.	June 1			

	Submit copy of transportation plan including plan to notify parents and students of transportation routes. In the transportation plan, include the names of all individuals authorized to drive a school bus for the SBE to report to the department of safety.	August 1			
	Submit plan for accepting, recording, and handling any complaint of a safety violation or concern on a bus in accordance with PC 289.	August 1			
Establish school calendar for year, start and end times, and class schedules, and circulate this information to staff, parents, and students.	Submit calendar, start and end times, class schedules, and documentation of parental notification.	April 15			
Establish processes for food service.	Determine lead for food services and submit name and contact information.	July 1			
	Register with the State Department of Education to operate a National School Lunch and Breakfast Program.	May 1			
	If contracting with a third-party vendor, submit written documentation of contract.	July 1			
	Submit plan to process free and reduced lunch applications and required reporting to State of Tennessee.	July 1			
	Submit documentation that the school has the necessary equipment to either prepare food on site or	July 1			

	accept food service delivery and properly store food and beverage until it is consumed. Inspection will be completed at Pre-Opening Visit.				
Hire or contract with a nursing services provider and create a plan and procedures for the administration of prescription and non-prescription medications to students and for provision of required health services.	Submit documentation of the school's relationship with a registered nurse and/or physician.	July 15			
	Submit policies for medication administration.	July 15			
	Submit written plan for providing required health services.	July 15			
Separate student health records from academic records and lock records in storage in the office of the school nurse.	Submit written assurances from the school that the records are in locked storage, and locked storage is present at time of Pre-Opening Visit.	August 1			
Establish process for collecting immunization records or proper exemption forms.	Submit documentation of record process and written assurance that students who do not have such records will be barred from school, in accordance with T.C.A. § 49-6-5001.	July 15			

Establish enrollment procedures and receive approval from the Governing Body. Procedures should include admission, enrollment, and waitlist policies.	Submit preliminary enrollment and special education projections to begin the district planning and funding application processes.	February 15			
	Submit approved enrollment procedures including timelines, student applications, and lottery procedures.	March 1			
	In accordance with T.C.A. § 49-13-113 (e)(1), submit to the TDOE a certification by an independent accounting firm or by a law firm of the lottery process used for enrollment purposes OR request that the TDOE review and approve the lottery process prior to the lottery taking place.	April 1			
	Submit summary of school enrollment statistics, including number of currently enrolled students and number of students on the waiting list.	July 15			
	Submit roster of currently enrolled students and teacher student rosters.	July 30			
Request and/or receive student records, and lock in storage accordingly.	Submit written assurances from school that records have been requested and/or received, are or will be in locked storage, and locked storage is present at the time of inspection.	July 30			
Develop required policies relating to student discipline (including special	Submit copy of Student and Family Handbook containing the specified policies, including FERPA access.	June 15			

<p>education students), complaints/grievances, FERPA, ORA, and Open Meetings Law. Make appropriate policies available to students and their families in the Student and Family Handbook.</p>					
	<p>Submit written assurance that the Student and Family Handbook (containing policies) have been distributed.</p>	<p>August 15</p>			
	<p>Submit copy of FERPA procedures for storage/handling of student files in school and make copies available during Pre-Opening Visit.</p>	<p>July 1</p>			
	<p>Submit copy of discipline policy including policies for regular and special education students.</p>	<p>June 15</p>			
<p>Obtain the appropriate insurance and have the certificate of insurance on file.</p>	<p>Submit certificate of insurance that meets the minimum levels as required by TCA § 49-13-107 and the Charter Agreement.</p>	<p>July 1</p>			
<p>Develop written safety plans for life safety procedures such as fire drills and emergency evacuation, including school safety plans in accordance with Project SAVE. These</p>	<p>Submit copy of SAVE plan and Emergency Operations Plan and proof that the plans have been submitted to the State Department of Education for approval.</p>	<p>August 1</p>			

plans are in the student and employee handbooks, and the school hires appropriate security personnel.					
	Submit written assurance that the school will meet with required groups (parents, teachers, etc.) and final plan and revise as directed by State Department of Education.	August 1			
Student Data					
Item	Deliverable	Due Date	Owner	Comments	Completed
Ensure school has appropriate management and oversight of student information in place.	Identify SIS manager within the school and notify the SBE staff of name and contact information.	February 14			
	Secure access to the SBE's student information system.	May 1			
Ensure Education Information System (EIS) has all of the required information from the school.	Submit State School Approval Form.	March 1			
	Submit school calendar to SBE.	April 15			
	Submit a request for all personnel who will need EIS usernames.	June 15			
	Submit school calendar to EIS.	June 15			
	Submit all required student and teacher information to EIS.	July 31			

	Submit all remaining EIS extracts as required. Reference EIS Reporting Calendar.	Aug-Sept			
Facilities					
Item	Deliverable	Due Date	Owner	Comments	Completed
Secure a facility for the school and complete necessary renovations.	Submit final lease or purchase agreement and minutes with Governing Body approval.	April 1			
	Submit renovation calendar and written assurances that facility will be ready for instruction at the beginning of the school year.	May 1			
Obtain an asbestos-free certification under 40 CFR 763.99	<p>If constructing a new school building, obtain a statement from an architect, project engineer responsible for the construction of the new building, or an accredited inspector that no Asbestos-containing building material (ACBM) was specified as a building material in any construction document for the building, or, to the best of his or her knowledge, no ABCM was used as a building material in the building.</p> <p>If not constructing a new school building, submit assurance of proper inspection for ACBM by an accredited inspector, as required by Federal laws and regulations governing asbestos in schools.</p>	July 15			
Ensure that the classroom space, restrooms, and special purpose space meet the requirements of the program and the number of students enrolled.	Submit written assurance. Inspection will be completed at Pre-Opening Visit.	July 15			

Distribute necessary instructional materials and supplies to classrooms at every grade level.	Submit documentation that age-appropriate classroom furniture has been procured.	July 1			
	Equip classrooms for the arrival of students. Inspection will be completed at Pre-Opening Visit.				
Space is safe and secure; entrance and egress from the school's space is adequately controlled.	Inspection will be completed at Pre-Opening Visit.				
Obtain a Certificate of Occupancy and any other required permits from local building department before <u>Pre-Opening Visit</u>.	Submit Certificate of Occupancy and any other required permits.	July 1			
Make certain each room has emergency exit plans and maps that will not be covered by any materials.	Inspection will be completed at Pre-Opening Visit.				
Ensure that there is adequate signage for the school and that	Inspection will be completed at Pre-Opening Visit.				

the school building is appropriately numbered for emergency response purposes.					
Ensure that fire extinguishers have been recently inspected.	inspection will be completed at Pre-Opening Visit.				
Complete Fire Marshall inspections on any major renovation work done to facility to ensure approval for occupancy as an educational space.	submit documentation of Fire Marshall inspection.	July 1			
Execute contract with a custodial service vendor.	submit contract with custodial vendor.	June 1			

[1] Any notice of changes to the information provided to the State Board through the pre-opening checklist must comply with the deadlines contained in the Charter Agreement.

Waivers

Public charter schools may apply to either the local board of education or the Commissioner of Education for waivers from certain state requirements or rules that inhibit the schools' proposed mission. Charter applicants should include a list of waivers in the application on the chart below. Rows may be added as necessary.

Pursuant to state statute, neither the local board of education nor the commissioner may waive regulatory or statutory requirements related to:

- Federal and state civil rights
- Federal, state and local health and safety regulations
- Federal and State public records
- Immunizations
- Possession of weapons on school grounds
- Background checks and fingerprinting of personnel
- Federal and state special education services
- Student due process
- Parental rights
- Open meetings
- At least the same equivalent time of instruction as required in regular public schools

Because a public charter school is governed by its own governing body, most local board of education 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) will usually apply to public charter schools. Applicants should consult with the authorizer for more information.

State laws are available at this site: <http://www.lexisnexis.com/hottopics/tncode> and State Board of Education rules are available at <http://tn.gov/sos/rules/0520/0520/htm>.

KIPP Nashville College Prep Elementary School (KNCPE) shall operate in compliance with all Metropolitan Nashville Public Schools policies and regulations and all applicable federal, state and local laws, rules and regulations, unless specifically waived. In order for KNCPE to ensure its students meet or exceed local state and national academic standards, it must provide its students with a greater amount of time on task. KNCPE's governance and leadership needs flexibility in its initial structure to overcome potential barriers in fulfilling its mission and goals. KNCPE formally requests a waiver from the laws, rules and regulations listed below. The request includes all laws, rules and regulations covering the same subject matter as those listed below and a waiver of all rules and regulations that come into force following the date of submission of this charter proposal.

While the list of requested waivers is illustrative of the range of potentially conflicting policies, it is impracticable to attempt a listing of all the rules and regulations that might now, or in the future, undermine the KIPP program. In addition to the specific waiver requests listed below, KNCPE requests waivers of any additional rules and regulations that are waived for existing or future charter schools authorized by the state board of education and MNPS. KNCPE also reserves the right to supplement this request or make additional waiver requests in the future.

State Statute	Description of Statute	Proposed Replacement Policy or Practice	How will waiver of this statute help student achievement?
TN EDUCATION STATUTE: 49-3-306(a)	AREA: Licensed Personnel Salaries	KIPP Nashville Board approves salaries during annual budgeting process	RATIONALE FOR WAIVER: While we ensure that public monies will be used properly and that all personnel will be paid adequately and timely, it is critical to our program that the KNCPE payroll system reflects the school's purpose and philosophy.
TN EDUCATION STATUTE: 8-23-206(a)	AREA: Longevity Pay	KIPP Nashville Board approves salaries during annual budgeting process	RATIONALE FOR WAIVER: Public monies will be used properly to ensure personnel will be paid adequately, however it is critical to the KNCPE program that the payroll system reflects the individual school's purpose and philosophy. Teachers may be given incentive pay that will compensate them for years of consistent student performance, not just years of service.
TN EDUCATION STATUTE: 49-5-401	AREA: Teacher Assignment	KIPP Nashville SST approves annual calendar and school schedules	RATIONALE FOR WAIVER: KNCPE will utilize an extended schedule, including increased instructional, as well as professional development hours. Teachers will receive compensation commensurate with the increased work hours.
TN EDUCATION STATUTE: 49-6-304A (2)-D	AREA: School Term Vacations and Other Non-Instructional Days	KIPP Nashville SST approves annual calendar and school schedules	RATIONALE FOR WAIVER: KNCPE operates with an extended school year including additional school days in summer and/or on Saturdays along with an extended school day from 7:30 a.m. – 4:00 p.m.
TN EDUCATION STATUTE: 49-5-	AREA: Career Ladder	KIPP Nashville Board approves	RATIONALE FOR WAIVER: No need or funding

<p>5002-5010, 49-5-5206-5209, 49-5-5301, 49-5-5304-5306, 49-5-5401, 49-5-5405, 49-5-5406, 49-5-5501, 49-5-5504-5506</p>		<p>salaries during annual budgeting process</p>	<p>is currently available for career ladder initiatives.</p>
<p>TN EDUCATION STATUTE: 49-5-5205</p>	<p>AREA: General Requirements for Evaluation</p>	<p>KIPP Nashville Board approves salaries and compensation plans during annual budgeting process</p>	<p>RATIONALE FOR WAIVER: A key to KNCPE’s success is being able to attract and retain a staff that is committed to the KNCPE mission and to provide them with the motivation necessary to get the job done. Accordingly, it is essential that KNCPE be able to design hiring, pay, benefits, promotion and evaluation systems that are aligned with the school’s mission and goals. The guidelines and performance expectations are outlined specifically in the annual performance goals as part of the KNCPE performance management system.</p>
<p>TN EDUCATION STATUTE: 49-5-5205</p>	<p>AREA: Evaluation of Third-Year Apprentice Educators</p>	<p>KIPP Nashville SST oversees performance evaluations through KIPP Nashville PM and leadership summit processes</p>	<p>RATIONALE FOR WAIVER: A key to KNCPE’s success is being able to attract and retain a staff that is committed to our mission and to provide them with the motivation necessary to get the job done. It is essential that KNCPE be able to design hiring, pay, benefits, promotion and evaluation systems that are aligned with our mission and goals. The guidelines and performance expectations are outlined specifically in the annual</p>

			performance goals as part of the KNCPE performance management system.
TN EDUCATION STATUTE: 49-5-5302, 49-5-5402, 49-5-5408, 49-5-5502	AREA: Evaluation of School leaders, Assistant Principals and Supervisors	KIPP Nashville SST oversees performance evaluations through KIPP Nashville PM and leadership summit processes	RATIONALE FOR WAIVER: A key to KNCPE's success is being able to attract and retain a staff that is committed to our mission and to provide them with the motivation necessary to get the job done. It is essential that KNCPE be able to design hiring, pay, benefits, promotion and evaluation systems that are aligned with our mission and goals. The guidelines and performance expectations are outlined specifically in the annual performance goals as part of the KNCPE performance management system.
TN EDUCATION STATUTE: 49-5-408-409	AREA: Evaluation Contracts and Termination of Contracts	KIPP Nashville SST oversees performance evaluations through KIPP Nashville PM and leadership summit processes	RATIONALE FOR WAIVER: A key to KNCPE's success is being able to attract and retain a staff that is committed to our mission and to provide them with the motivation necessary to get the job done. It is essential that KNCPE be able to design hiring, pay, benefits, promotion and evaluation systems that are aligned with our mission and goals. Every teacher will be assessed based on their performance. Teachers, who attain the required levels of performance, as outlined in their performance management goals, will be offered an opportunity to remain on staff.
TN EDUCATION STATUTE: 49-5-501-513	AREA: Tenure	KIPP Nashville SST oversees performance evaluations through	RATIONALE FOR WAIVER: As a charter school, KNCPE will be results-

		KIPP Nashville PM and leadership summit processes	driven. Therefore, all employees of KNCPE will be “at-will.”
TN EDUCATION STATUTE: 49-5-101(a)	AREA: Licensed School leaders	KIPP Nashville school leaders will participate in KIPP Foundation School Leadership Programs for training and skills development	RATIONALE FOR WAIVER: KNCPE will recruit the most qualified school leaders from around the country to fulfill its mission.
TN EDUCATION STATUTE:	AREA: Library Information Center Personnel	KIPP Nashville schools will provide students with access to classroom libraries	RATIONALE FOR WAIVER: A substantial library will be available to students at the nearest public library. This facility will be augmented by classroom libraries.
TN EDUCATION STATUTE: 49-6-3004	AREA: School Year Commencement	KIPP Nashville SST approves annual calendar and school schedules	RATIONALE FOR WAIVER: KNCPE will utilize an expanded school year calendar. For this reason, the school will start before Labor Day.
TN EDUCATION STATUTE: 49-3-316	AREA: Local Fiscal Accounting	KIPP Nashville Board approves budget through annual process	RATIONALE FOR WAIVER: While KNCPE will ensure that public monies will be used properly, that all non-waived regulations will be met and that all operations will stand up to a financial audit, it is critical to the KNCPE program that management systems reflect KNCPE’s purpose and philosophy.
TN EDUCATION STATUTE: 49-6-4012(b)	AREA: Formulation and Administration of Behavior and Discipline Codes	KIPP Nashville SST approves student handbooks and discipline policies	RATIONALE FOR WAIVER: While parents and students will undergo due process, it is important that the discipline practices of KNCPE provide a safe and effective learning environment for all students.

TN EDUCATION STATUTE: 49-6-2206	AREA: Use of Unapproved Textbooks	KIPP Nashville SST approves use of curricular materials	RATIONALE FOR WAIVER: The KNCPE curriculum and instructional approaches will be linked to the school's mission and goals. KNCPE will use both state-approved textbooks and other unapproved instructional materials.
TN EDUCATION STATUTE: 49-3-311	AREA: Capital Outlay	KIPP Nashville board approves all facility contracts and leases	RATIONALE FOR WAIVER: Preparing a charter school facility will pose a great challenge. Because charter schools must finance their own buildings and do not have the power to raise taxes to fund capital outlay, it is critical that KNCPE gain freedom from non-health and safety standards for the school site and have control of the facility vested in the KIPP Nashville board, rather than the city board of education. Having this freedom will allow us to use the school site resources most efficiently and effectively and align building choices with the KNCPE mission and goals.

State Board Rules Waiver Requests:

State Board Rule	Description of Rule	Proposed Replacement Policy or Practice	How will waiver of this statute help student achievement?
STATE BOARD RULE: 0520-1-2-.02	AREA: Licensed Personnel Salaries	KIPP Nashville Board approves salaries during annual budgeting process	RATIONALE FOR WAIVER: While we ensure that public monies will be used properly and that all personnel will be paid adequately and timely, it is critical to our program that the KNCPE payroll system reflects the school's purpose and philosophy.

<p>STATE BOARD RULE: 0520-1-3-.03(4)</p>	<p>AREA: School Term Vacations and Other Non-Instructional Days</p>	<p>KIPP Nashville SST approves annual calendar and school schedules</p>	<p>RATIONALE FOR WAIVER: KNCPE operates with an extended school year including additional school days in summer and/or on Saturdays along with an extended school day from 7:30 a.m. – 4:00 p.m.</p>
<p>STATE BOARD RULE: 0520-2-2</p>	<p>AREA: Career Ladder</p>	<p>KIPP Nashville Board approves salaries during annual budgeting process</p>	<p>RATIONALE FOR WAIVER: No need or funding is currently available for career ladder initiatives.</p>
<p>STATE BOARD RULE: 0520-1-1-.01</p>	<p>AREA: General Requirements for Evaluation</p>	<p>KIPP Nashville Board approves salaries and compensation plans during annual budgeting process</p>	<p>RATIONALE FOR WAIVER: A key to KNCPE’s success is being able to attract and retain a staff that is committed to the KNCPE mission and to provide them with the motivation necessary to get the job done. Accordingly, it is essential that KNCPE be able to design hiring, pay, benefits, promotion and evaluation systems that are aligned with the school’s mission and goals. The guidelines and performance expectations are outlined specifically in the annual performance goals as part of the KNCPE performance management system.</p>
<p>STATE BOARD RULE: 0520-2-1-.03</p>	<p>AREA: Evaluation of Third-Year Apprentice Educators</p>	<p>KIPP Nashville SST oversees performance evaluations through KIPP Nashville PM and leadership summit processes</p>	<p>RATIONALE FOR WAIVER: A key to KNCPE’s success is being able to attract and retain a staff that is committed to our mission and to provide them with the motivation necessary to get the job done. It is essential that KNCPE be able to design hiring, pay, benefits, promotion and evaluation systems that are aligned with</p>

			our mission and goals. The guidelines and performance expectations are outlined specifically in the annual performance goals as part of the KNCPE performance management system.
STATE BOARD RULE: 0520-2-2(2)	AREA: Evaluation of School leaders, Assistant Principals and Supervisors	KIPP Nashville SST oversees performance evaluations through KIPP Nashville PM and leadership summit processes	RATIONALE FOR WAIVER: A key to KNCPE’s success is being able to attract and retain a staff that is committed to our mission and to provide them with the motivation necessary to get the job done. It is essential that KNCPE be able to design hiring, pay, benefits, promotion and evaluation systems that are aligned with our mission and goals. The guidelines and performance expectations are outlined specifically in the annual performance goals as part of the KNCPE performance management system.
STATE BOARD RULE: 0520-2-2(2)	AREA: Evaluation Contracts and Termination of Contracts	KIPP Nashville SST oversees performance evaluations through KIPP Nashville PM and leadership summit processes	RATIONALE FOR WAIVER: A key to KNCPE’s success is being able to attract and retain a staff that is committed to our mission and to provide them with the motivation necessary to get the job done. It is essential that KNCPE be able to design hiring, pay, benefits, promotion and evaluation systems that are aligned with our mission and goals. Every teacher will be assessed based on their performance. Teachers, who attain the required levels of performance, as outlined in their performance management goals, will be offered an

			opportunity to remain on staff.
STATE BOARD RULE: 0520-1-2-.03(6)	AREA: Licensed School leaders	KIPP Nashville school leaders will participate in KIPP Foundation School Leadership Programs for training and skills development	RATIONALE FOR WAIVER: KNCPE will recruit the most qualified school leaders from around the country to fulfill its mission.
STATE BOARD RULE: 0520-1-3-.07(2)	AREA: Library Information Center Personnel	KIPP Nashville schools will provide students with access to classroom libraries	RATIONALE FOR WAIVER: A substantial library will be available to students at the nearest public library. This facility will be augmented by classroom libraries.
STATE BOARD RULE: 0520-1-3-.05	AREA: Health, Physical and Wellness Education Curriculum	KIPP Nashville SST approves annual calendar and school schedules including time for student health and well-being through physical activity	RATIONALE FOR WAIVER: Students will be involved in physical education activities each week. The School Leader will oversee these classes and work to ensure that the PE curriculum meets state content standards, despite the use of non-certified instructional personnel.
STATE BOARD RULE: 0520-1-3-.05	AREA: Fine Arts Curriculum	KIPP Nashville SST approves annual calendar and school schedules including fine arts programming	RATIONALE FOR WAIVER: Students will be involved in fine arts activities incorporated into their general education classes. Fine arts classes may be taught by volunteers. The School Leader will oversee these classes and work to ensure that the fine arts curriculum meets state content standards, despite the use of non-certified instructional personnel.

Metropolitan Nashville Public Schools Policy Waiver Requests:

4. METROPOLITAN NASHVILLE PUBLIC SCHOOLS OPERATING POLICY WAIVERS

A) SCHOOL BOARD OPERATIONS

AREA: Naming of Facilities

POLICY NUMBER: SBO 1.100

RATIONALE FOR WAIVER: KNCPE may raise funding to build, repair, or restore a facility, and accordingly KNCPE reserves the right to name all or a portion of the facility and to put a plaque on the wall to recognize donors.

B) FISCAL MANAGEMENT

AREA: BEP and New Teacher Money Programs

POLICY NUMBER: SBO 2.108

RATIONALE FOR WAIVER: KNCPE creates an annual budget, approved by the KIPP Nashville board, which aligns to the mission of KNCPE. This budget allocates resources in a way that best equips all KIPP Nashville teachers for success in pursuit of the mission.

AREA: EBS and Procedure to Pay User Access

POLICY NUMBER: SBO 2.106

RATIONALE FOR WAIVER: The KIPP Nashville board has authority to enter into contracts and is free from the restriction of using only MNPS approved vendors and suppliers. Accordingly, KNCPE will not participate in the EBS system.

AREA: Employee Travel Regulations

POLICY NUMBER: SBO 2.102

RATIONALE FOR WAIVER: KIPP Nashville sets internal policy and regulations governing employee travel. These policies are approved by the KIPP Nashville Board and will vary from MNPS policy.

AREA: Facility Use

POLICY NUMBER: SBO 2.118

RATIONALE FOR WAIVER: KIPP Nashville may occasionally choose to use facilities for fundraisers and other social events that support the mission of the school. Further, KIPP Nashville may choose to run a summer camp in support of the mission, on property it rents or owns.

AREA: Grant Drawdowns and Reimbursements

POLICY NUMBER: SBO 2.125

RATIONALE FOR WAIVER: KIPP Nashville is a 501(c)3 and controls its own budget including all grant application decisions and grant monies.

AREA: Grants Management

POLICY NUMBER: SBO 2.101

RATIONALE FOR WAIVER: KIPP Nashville is a 501(c)3 and controls its own budget including all grant application decisions and grant monies.

AREA: Initiating Contracts

POLICY NUMBER: SBO 2.113

RATIONALE FOR WAIVER: KIPP Nashville is a 501(c)3 and controls its own budget including all contracting decisions.

AREA: Inventory Control

POLICY NUMBER: SBO 2.129

RATIONALE FOR WAIVER: KIPP Nashville is a 501(c)3 and controls its own budget including all contracting decisions. Further, KIPP Nashville has its own inventory procedures and does not participate in the MNPS File Maker Pro system.

AREA: Memorials or Recognitions on School Property

POLICY NUMBER: SBO 2.119

RATIONALE FOR WAIVER: KNCPE intends to recognize future success of alumni by creating memorials and/or recognition plaques that highlight college and post-graduate success of KNCPE alumni.

AREA: Payroll Overpayments and Underpayments

POLICY NUMBER: SBO 2.110

RATIONALE FOR WAIVER: KIPP Nashville sets its own fiscal policies that are approved by the KIPP Nashville board.

AREA: Purchasing Card Program

POLICY NUMBER: SBO 2.111

RATIONALE FOR WAIVER: KIPP Nashville sets its own fiscal policies that are approved by the KIPP Nashville board.

AREA: Purchasing for MNPS

POLICY NUMBER: SBO 2.111

RATIONALE FOR WAIVER: KIPP Nashville is a 501(c)3 and controls its own budget including all contracting and purchasing decisions.

AREA: Student Fundraising Policy

POLICY NUMBER: SBO 2.107

RATIONALE FOR WAIVER: KIPP Nashville is a 501(c)3 and controls its own budget including all contracting and purchasing decisions. Further, KIPP Nashville will make internal decisions and has the authority to internally approve selected fundraising activities.

AREA: Supplies and Materials Budget Allocation to Schools

POLICY NUMBER: SBO 2.109

RATIONALE FOR WAIVER: KIPP Nashville is a 501(c)3 and controls its own budget including all contracting and purchasing decisions.

AREA: Purchasing for MNPS

POLICY NUMBER: SBO 2.111

RATIONALE FOR WAIVER: KIPP Nashville is a 501(c)3 and controls its own budget including all contracting and purchasing decisions.

C) SUPPORT SERVICES

AREA: Film and Video Photography on MNPS Property

POLICY NUMBER: SBO 3.101

RATIONALE FOR WAIVER: KNCPE occasionally records school events and reserves the right to schedule these events and control the distribution of the recorded material.

D) INSTRUCTIONAL MANAGEMENT

AREA: Essential Literature

POLICY NUMBER: SBO 4.129

RATIONALE FOR WAIVER: KNCPE creates its own curriculum aligned to state standards and, accordingly, may not participate in the MNPS essential literature program.

AREA: Grading Procedures for Grades K-12

POLICY NUMBER: SBO 4.144

RATIONALE FOR WAIVER: KNCPE creates its own curriculum aligned to state standards and the School Leader sets grading policies.

AREA: Physical Education and Lifetime Wellness

POLICY NUMBER: SBO 4.155

RATIONALE FOR WAIVER: KNCPE creates its own curriculum aligned to state standards and the School Leader sets grading policies.

E) PERSONNEL/HUMAN RESOURCES

AREA: Coaching Staff Supplemental Pay

POLICY NUMBER: SBO 5.101

RATIONALE FOR WAIVER: KIPP Nashville is a 501(c)3 and controls its own budget including all salary and stipend decisions.

AREA: Evaluation of Assistant Principals

POLICY NUMBER: SBO 5.109

RATIONALE FOR WAIVER: The KNCPE School Leader shall evaluate Deans, Grade Team Leaders, and Assistant Principals using the KIPP Nashville Performance Management system.

AREA: Sick Leave; Maternity Leave, FMLA Leave

POLICY NUMBER: SBO 5.148; 5.152; 5.155

RATIONALE FOR WAIVER: KIPP Nashville sets its own leave policies in compliance with all state and federal laws and approved by the KIPP Nashville Board of Directors.

AREA: Professional Development Stipend

POLICY NUMBER: SBO 5.164

RATIONALE FOR WAIVER: KIPP Nashville seeks to create a professional learning environment for its teachers. Accordingly, high performing teachers and staff members will have frequent opportunities to lead professional development sessions for their KIPP Nashville peers.



CHARTER AGREEMENT
KIPP Nashville Primary

This Charter Agreement (this "Agreement") is entered into this, the 15th day of April 2016, by and between the Tennessee State Board of Education (hereinafter referred to as "the Chartering Authority") and KIPP Nashville Primary (hereinafter referred to as "the Charter School"). The Chartering Authority and Charter School are collectively referred to as the "Parties" to this Agreement.

This Agreement consists of the following documents:

- This document and any exhibits hereto or documents incorporated herein by reference
- Approved Charter School's Application (Exhibit 1)
- Current Approved Performance Frameworks – Academic, Organizational, and Financial (Exhibit 2)
- Pre-Opening Checklist (Exhibit 3)
- Waivers (Exhibit 4)
- Intervention Policy (Exhibit 5)

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 hereto agree as follows:

1. General Terms

1.1. Applicable Law. This Agreement and the Charter School's operations shall be governed by and construed in accordance with the laws of the state of Tennessee and applicable federal laws. Though the Charter School 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 that inhibit the Charter School's mission, the Parties understand that currently, 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, hereinafter referred to as the "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).

To the extent there is a conflict between the terms of this Agreement and the Charter School's Application, the terms of this Agreement shall govern.

By signing this Agreement, the Chartering Authority approves any waivers requested in the Charter School's Application. Those requests and any others subsequently requested by the Charter School are attached as **Exhibit 4**.

1.2. Effective Date. This Agreement shall be effective immediately following signature by the Charter School and the Chartering Authority. This Agreement shall expire on June 30 of the tenth (10th) year after the date of opening of the Charter School for instruction, unless earlier terminated or renewed pursuant to the terms of this Agreement or state law.

1.3 Pre-Opening Process. Upon approval by the Chartering Authority , the pre-opening process (the “Pre-Opening Checklist”, incorporated into this Agreement as **Exhibit 3**), 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 Checklist is substantially incomplete at the time of inspection, the Chartering Authority may decide not to allow the Charter School to open until it has completed all pre-opening steps under T.C.A. §§ 49-13-111 and 49-13-113, Chartering Authority policies, and the Pre-Opening Checklist.

If the Charter School is allowed to open despite the failure to complete all items required by the Pre-Opening Checklist, the Charter School must provide proof to the Chartering Authority that all items on the Pre-Opening Checklist have been completed by the date specified by the Chartering Authority. The failure of the Charter School to complete all items on the Pre-Opening Checklist by the specified date shall be a material violation of this Agreement and shall subject the Charter School to immediate charter revocation.

1.4 Charter School Performance. The operation of the Charter School shall be subject to the terms and conditions of this Agreement and the Act. Decisions by the Chartering Authority regarding renewal or revocation of this Agreement shall be based upon applicable laws, rules, and policies this Agreement and/or the academic, organizational, and financial Performance Frameworks (the “Performance Frameworks”) incorporated into this Agreement as **Exhibit 2**, as well as the Intervention Policy incorporated into this Agreement as **Exhibit 5**.

The Chartering Authority shall have broad oversight authority over the Charter School and may take all reasonable steps necessary to oversee compliance with this Agreement and applicable laws, rules, and policies. This oversight authority includes, but is not limited to, the right to visit, examine, and inspect the Charter School and its records during the pre-opening year, during the annual monitoring visit, and when there is a material complaint and notice including a statement of the complaint is given to the Charter School. The Chartering Authority, in consultation with the Charter School, may interview Charter School employees, Board of Directors members, students, and families as necessary to resolve complaints and grievances. With respect to complaints and grievances, all of the foregoing is subject to Section 8.2.

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

For the purposes of accountability, renewal, and/or revocation evaluation, the Performance Frameworks supersede all assessment measures, educational goals and objectives, financial operations metrics, and organizational performance metrics set forth in the Charter School’s Application and not explicitly incorporated into the Performance Frameworks. The specific terms, form and requirements of the Performance Frameworks are maintained and disseminated by the Chartering Authority and shall be binding on the Charter School.

The Chartering Authority shall—at least annually—monitor and report on the Charter School’s progress in relation to the indicators, measures, metrics, and targets set out in the Performance Frameworks, as well as compliance with federal and state laws and regulations, all when required by the Performance Frameworks and such laws and regulations. The Chartering Authority will conduct scheduled comprehensive site visits, which will be used to inform the interim review done at the end of the fifth year.

The Chartering Authority shall 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.

Changes to the Performance Frameworks to align with changes to applicable state or federal accountability requirements shall apply to the Charter School. In the event of such changes, the Chartering Authority will use best efforts to apply expectations for school performance in a manner consistent with those set forth in the Performance Frameworks as initially established in the most recent charter agreement.

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

1.5. Location. The Charter School location is to be determined and will be in the southeast region of Nashville, Tennessee. If the Charter School proposes to change its location, such change shall not require an amendment to this Agreement unless the location change is materially different from the location of the Charter School as discussed in the Charter School's Application. Non-material changes in location shall require at least 30 days prior notice to the Chartering Authority. Any change in location that is determined by the Chartering Authority to be materially different from the Charter School's Application shall require an amendment to this Agreement as set forth in Section 10. If the Charter School is located at a site owned or controlled by the local education agency (LEA) in which the Charter School is located or a site owned or controlled by the local government where the Charter School is located, the use of such site shall be subject to and governed by a Facilities Agreement between the parties.

1.6. Employment Status. All teachers and other staff of the Charter School shall be employed by the Charter School, and not the Chartering Authority.

2. Charter School Organizational Responsibilities

2.1. Student Enrollment and Retention. The Charter School shall enroll students according to T.C.A. § 49-13-113. The Charter School shall not discriminate with respect to admissions on the basis of race, color, ethnicity, religion, national origin, English language proficiency, sex, disability, or the need for special education and related services as set forth in the Charter School's Application and the Act.

The Charter School may enroll students up to a total maximum enrollment of 500. Increases in total enrollment numbers greater than 10% or thirty five (35) students, whichever is greater, measured from the first day of the school year to the last day of the same school year, shall constitute material changes to 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 15% or fifty (50) students, whichever is greater, measured from the first day of the school year to the last day of the same school year, must be reported to the Chartering Authority and evaluated to determine if they are material changes to this Agreement. Reductions in enrollment in successive years or changes that affect the life of the Charter School are considered material and shall require an amendment to this Agreement. Any change in enrollment that is considered to be material to this Agreement shall not be 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) and this Agreement.

If the number of applications for the Charter School 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 preference 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 statute. The Charter School may not “counsel out” or discourage students from attending the Charter School for any reason, including but not limited to failure to comply with letters of commitment or similar proposed contracts between students and parents and the Charter School.

The enrollment of students in the Charter School shall be governed by the below Enrollment Chart, which is reflective of the approved anticipated enrollment of the Charter School as contained in the Charter School’s Application.

Enrollment Chart

	YEAR 1 2017	YEAR 2 2018	YEAR 3 2019	YEAR 4 2020	YEAR 5 2021	AT CAPACITY 2021
Grade Level(s)	K-1	K-2	K-3	K-4	K-4	K-4
Total Enrollment	200	300	400	500	500	500

2.2. Academic Program. The Charter School shall operate the academic program in accordance with this Agreement, the Charter School’s Application, and applicable state and federal law, including providing at least the same equivalent time of instruction as other public schools and complying with assessment and accountability laws and rules (T.C.A. § 49-13-105). If the Charter School is performing below standards, the Chartering Authority may review the academic program. The Charter School will notify the Chartering Authority of any changes to pedagogical approach that are a significant change from the Charter School’s Application, and the Chartering Authority will evaluate to determine if they are material changes to this Agreement. Any changes to the school structure shall be considered material to this Agreement and shall not be 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) and this Agreement.

2.2.1. Assessments. The Charter School shall administer all state-mandated assessments, which currently include but are not limited to TCAP or its successor assessment, End of Course assessments, writing assessments, ACT, Explore and English language learner (ELL) assessments for the required grades and testing windows. The Charter School shall comply with all Department of Education-required assessment administration, security, and reporting requirements. The Charter School may use additional assessments of its own choosing.

2.3. Special 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, this Agreement and Chartering Authority policy. The Chartering Authority is the LEA for purposes of ensuring compliance with IDEA, Section 504, and all other federal and state laws and regulations concerning accommodation of and education of students with disabilities.

2.3.1. Responsibility of the Charter School. The Charter School assumes responsibility for the provision of services, development and implementation of individualized education programs (IEPs), 504 plans, child find, evaluation and re-evaluation, and all other obligations under IDEA and/or Section 504 for students identified as eligible for special education services and/or disability accommodations. The Charter School shall have a qualified special education coordinator who will be responsible for monitoring individual case management of all special education students and disabled students and for arranging the provision of services required by their IEP and/or 504 plan. The Charter School shall maintain a file documenting the Charter School's compliance with IDEA and Section 504. 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 IDEA, Section 504, or the ADA.

The Charter School shall also implement the requirements of Response to Instruction and Intervention ("RTI²"), as set forth by the Tennessee Department of Education (TDOE).

The Charter School shall report to the Chartering Authority any and all alleged infractions, complaints, and other non-compliance issues relating to IDEA Due Process for special education and Office of Civil Rights complaints for disability accommodations within two business days of the Charter School's notification of such occurrences.

The Charter School's indemnity of the Chartering Authority relating to special education and disability accommodations is provided in Section 12.c.

2.3.2. Costs for Special Education. The Charter School is financially responsible for child find including student identification, evaluation and assessment expenses. All costs associated with providing educational services to students with disabilities are the responsibility of the Charter School. The Charter School shall bear the financial responsibility for evaluations and reevaluations and the provision of all services consistent with student IEPs and 504 plans.

The Chartering Authority will pass federal funding to the Charter School based on the per pupil allocation received from the Tennessee Department of Education. Funding is available on a reimbursement basis at the end of the first semester for all eligible students enrolled and served at the end of the first attendance period. The allocation for the second semester will be based on the number of eligible students enrolled and served on the December 1 census of eligible exceptional students.

2.4. English Language Learners. The Charter School shall address the needs of ELL students pursuant to applicable federal and state laws and regulations (including Title III of the Every Student Succeeds Act (ESSA) and Title VI of the Civil Rights Act of 1964 (Title VI)). The Charter School agrees to maintain and consistently implement a policy to identify students in need of ELL services, to provide services in an equitable manner to ensure meaningful access to the school's educational program (including the provision of appropriate accommodations), and to facilitate obtaining English proficiency and exit from ELL services according to individual student capacity. In addition, the Charter School shall ensure that Limited English Proficiency (LEP) parents and guardians have meaningful access to school-related information.

2.5. Student Discipline/Due Process. The Charter School is responsible for administering its discipline policy in a manner that ensures students' due process rights are satisfied, including the provision of appropriate informal or formal hearings. The Charter School shall promptly notify the Chartering Authority and the LEA in which the student resides of students expelled. If the LEA in which the student resides determines that the expelled student is eligible for its Alternative School program, the Charter School shall work with the LEA in which the student resides to provide an expelled student access to the LEA's alternative school programs.

2.6. Student Information Reporting. To ensure compliance with federal and state law regarding student records, the Charter School shall report to the Chartering Authority student information enrollment projections for the coming year no later than February 15. The Chartering Authority will also verify the following through the TDOE on a quarterly basis:

- Daily attendance and other student data (as required by law to be reported by the Charter School to the State using a state-approved Student Management System approved by the Chartering Authority),
- Student enrollment for determining average daily membership (as required by law to be reported by the Charter School to the State by the date required by the Tennessee Department of Education),
- Student withdrawals, out-of-school suspensions, and expulsions.

Any errors in data reported to the State by the Charter School shall be the sole responsibility of the Charter School to identify and correct.

3. Staffing

3.1. Teachers. The Charter School shall ensure that teachers are licensed pursuant to state statutes, Chartering Authority policies and rules, and meet applicable federal qualifications including exceptional education certified and ESL certified.

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

4. Facilities

The Charter School shall ensure the Charter School's grounds and facilities comply with applicable health and safety laws, including the ADA, state fire marshal codes, and state and local zoning and land use codes.

The Charter School may not commence instruction prior to completion of applicable inspections and receipt of a completed Pre-Opening Checklist (attached as Exhibit 3) from the Chartering Authority, unless the Chartering Authority permits the Charter School to open and provide later certification of completion of all items on the Pre-Opening Checklist

5. Food Service

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

6. Transportation

The Charter School will provide transportation as set forth in the Charter School's Application. If the Charter School has elected 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 Chartering Authority rules and policies 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. A change to the Charter School's plan to provide or not provide transportation for its students is considered material and requires an amendment, but a modification in a plan to provide transportation is not.

7. Insurance

The Charter School shall maintain the following insurance:

- a. **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 State of Tennessee, its officials, employees, and volunteers shall be in excess of this insurance and shall not contribute to it. The first one million dollars must be with a company licensed to do business in the state of Tennessee. The remaining \$4,000,000 can be covered under an excess liability policy (also known as an "umbrella" policy). The policy must name the State of Tennessee as an additional insured. The policy must cover contractual liability. Automobile coverage shall cover vehicles owned, hired, and non-owned.
- b. **Professional Liability Policies:** Directors and Officers Policy must be equal to or greater than \$5,000,000. Teachers Professional Liability Policy must be equal to or greater than \$1,000,000.
- c. **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.
- d. **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.
- e. **Sexual Abuse:** Must have \$1,000,000 required coverage
- f. **State of Tennessee shall be named as an additional insured on the charter school insurance policy.**

Certificates of insurance, in a form satisfactory to the Chartering Authority, evidencing coverage shall be provided to the Chartering Authority prior to commencement of performance of this Charter Agreement. 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. General Requirements. The Charter School shall notify the Chartering Authority of any change to its status as a nonprofit federal tax exempt status under IRC § 501(c)(3).

The Charter School shall include parent participation in governance through membership on the board of directors or establishment of a school advisory council pursuant to T.C.A. § 49-13-109.

The Charter School shall comply with all applicable provisions of the Tennessee Open Meetings Act, including with regard to the scheduling of Board of Directors 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 Board of Directors meetings for that school year.

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

8.2. Complaints. The Board of Directors shall be the first avenue for response in case of any complaints or grievances filed against the Charter School or its employees and volunteers. The Board of Directors will ensure that the Charter School establishes policies and procedures for receiving and addressing complaints or grievances directed toward the Charter School or its employees and will make those policies available to students, parents/guardians, employees, and any other persons who request it. If grievances persist following the actions of the Board of Directors, complaints regarding alleged violations of law or the Charter Agreement may be investigated by the Chartering Authority. Grievances that are not resolved by the Charter School or Board of Directors, or a pattern of serious grievances, may be considered in any application for renewal of this Agreement or any action to revoke the charter.

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. Reporting of Corporate Status. The Charter School shall report any change to the Charter School's corporate legal status or any change in its standing with the Tennessee Secretary of State's Office to the Chartering Authority within five (5) days of change. Any change to the Charter School's corporate legal status as a not-for profit organization shall constitute grounds for immediate revocation unless, during the term of this Agreement, the Act is amended to allow Charter Schools to be operated by organizations other than not-for-profit organizations.

9. Finance

9.1. State and Local Funds. The Chartering Authority shall allocate one hundred percent (100%) of state and local Basic Education Program (BEP) 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 TDOE. The Chartering Authority shall allocate funds to the Charter School after each of the ten

(10) attendance-reporting intervals. The Chartering Authority shall allocate and distribute one-tenth of state and local funds to the Charter School by the 15th of the month in August, September, October, November, December, January, February, March, April, and June. Each state and local payment from October through April and the final payment in June is contingent on the Charter School's reporting of the Charter School's Average Daily Membership (ADM) in the TDOE's Education Information System (EIS). Each payment starting in October will be reconciled to the reported ADM for the period before being released. The final (tenth) payment will not be released until the year's ADMs have been reconciled.

If the Charter School is adding a new grade in accordance with the Charter School's Application and this Agreement, the Charter School shall be funded based on anticipated enrollment in this Agreement, as submitted to the Chartering Authority for initial budgeting purposes no later than April 15 of each year. Initial payments will be based on this anticipated enrollment, which must be agreed upon by the Chartering Authority and the Charter School and reflected in the Charter School's Board of Directors -approved budget for the upcoming fiscal year by June 1 of each year. Upon completion of the grade expansion period, the Charter School's state and local funds will be allocated based on the prior year's ADM in the TDOE's EIS system, and consistent with T.C.A. § 49-3-351.

9.2. Federal Funds

- a. **Eligibility:** Each year, the Chartering Authority shall provide to the Charter School the school's proportionate share of applicable federal ESSA funding (e.g. Title I, Title II, Title III, Title IV, or Title V) and other federal grants received by the Chartering Authority for which the Charter School is eligible. Schools are eligible for such funds upon approval of their plans for such funds either by the Chartering Authority or the TDOE.
- b. **Fund Collection:** The LEA in which the Charter School operates shall pay to the TDOE one hundred percent (100%) of the per student share of any federal funding in the custody of the LEA that is due to the charter school. The Tennessee Department of Education shall withhold from the LEA one hundred percent (100%) of all federal funding in the custody of the department that is due to the charter school. The TDOE shall then allocate and disburse one hundred percent (100%) of these funds to the Charter School in accordance with procedures developed by the TDOE. The Chartering Authority shall reduce the allocation to charter schools by a percentage allowable under federal rules and regulations for administrative, indirect, or any other category of cost or charges.
- c. **Fund Distribution & Reporting:** Funds shall be distributed on a documented expenditure reimbursement basis with the required documentation. The Charter School shall submit grant reimbursement reports to the Chartering Authority at least quarterly but no more frequently than monthly. The Chartering Authority shall distribute to the Charter School federal reimbursement funds within 30 days of receipt of approved expenditure reimbursement requests.
- d. **Use of Funds.** The Charter School shall comply with all regulations tied to such federal funds including 2 CFR 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, ESSA, IDEA, and any other applicable federal or state laws.

9.3. Fee for Services Agreement. Pursuant to T.C.A. § 49-13-142(f), the Charter School may enter into a separate fee for services agreement, for the provision of services (including but not limited to school or student support services such as food services and transportation) to be

provided to the Charter School by the LEA in which the Charter School is located. The Charter School may also enter into a separate fee for services agreement with the Chartering Authority for the provision of services. Fees for services provided to the Charter School by the Chartering Authority shall be deducted from the BEP payments provided to the Charter School. Failure of the Charter School to enter such an agreement shall not be grounds for revocation or non-renewal of this Agreement.

The Charter School shall notify the Chartering Authority of any fee for services agreement(s) entered into with the LEA in which the Charter School is located or with any other vendor or outside contractor and shall provide a copy to the Chartering Authority of any agreement(s) entered into.

9.4. Tuition. The Charter School shall not charge tuition, except to students enrolling in the Charter School who reside outside the LEA where the Charter School is located pursuant to the enrollment requirements of T.C.A. § 49-13-113 and the out of district transfer policy of the LEA where the Charter School is located (and said policy's tuition limit).

9.5. 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) days or more. If debts are incurred in the provision of employee benefits pursuant to T.C.A. 49-13-119, the Chartering Authority may withhold the amount owed from the monthly payment until such debts are satisfied. Any other debts owed to the Chartering Authority must be satisfied prior to release of the last annual payment.

9.6. Financial Management. The Charter School shall control and be responsible for financial management and performance of the Charter School including budgeting and expenditures. Before receiving BEP funds through the Chartering Authority, the Charter School must demonstrate (if not already demonstrated in the Charter School's Application) the existence of appropriate governance and managerial procedures and financial controls including:

- Accounting methods complying with T.C.A. § 49-13-111(m);
 - A checking account;
 - Adequate payroll procedures;
 - An organizational chart;
 - Procedures for the creation and review of monthly and quarterly financial reports, including identification of the individual responsible for preparing such financial reports in the following fiscal year;
 - Internal control procedures for cash receipts, disbursements, and purchases; and
 - Maintenance of asset inventory lists and financial procedures for federal grants in accordance with applicable federal law.

The Chartering Authority reserves the right to require, consistent with the Act, the submission of financial reports as indicated in Chartering Authority policies.

The Charter School shall comply with T.C.A. §§ 49-13-111, 120 and 124 regarding completion and submission of annual budgets, financial reports, and audits to the Chartering Authority and the State. The Charter School shall undergo an independent financial audit conducted in accordance with T.C.A. §§ 49-13-111(m) and 49-13-127. The audit shall be furnished to the Chartering Authority, the Commissioner of Education, and the Comptroller of the Treasury by December 31 of each year. If such audit is not received by the Chartering Authority on or before December 31 of each year, it shall be considered a material breach of this Agreement, which the Charter School shall have 15 days, or such other time as the Parties may agree, to cure. The audit should express an unqualified opinion on the financial statements. A qualified audit opinion will result in an automatic review and explanation from the Charter School. In addition, any material weaknesses in controls should be disclosed during the audit. A material weakness will result in a potential review and explanation from the Charter School. The Charter School shall also prepare and provide to the Chartering Authority a copy of its final annual budget for the upcoming fiscal year no later than June 1 of each year. In addition, the Charter School shall submit quarterly financial statements to the Chartering Authority and any other financial and/or operational reports pursuant to T.C.A. § 49-13-111.

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

9.8. Authorizer Fee. Pursuant to 2016 Public Acts of the State of Tennessee No. 673, the Charter School agrees to the payment of an annual authorizer fee. The Chartering Authority shall use the authorizer fee exclusively for fulfilling its obligations as a Chartering Authority and before that fee is set will consult with the Charter School regarding the purpose and necessity of such expenditures, including the extent to which other funds available to the Charter Authority therefor.

10. Amendments

Pursuant to T.C.A. § 49-13-110, petitions to amend this Agreement shall follow the timelines established in T.C.A. § 49-13-108 for approval or denial by the Chartering Authority. 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 the Charter School's operation constitute material changes to this Agreement that require an amendment. However, the following changes (as well as any other changes mentioned in other sections of this Agreement as being material and requiring an amendment) are considered material and require an amendment:

- Material changes in the Charter School's mission;
- Changes in the Charter School's calendar that reduce the calendar at all in the first year of operation or 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 T.C.A. § 49-13-105.



Educational program matters not specifically identified in this Agreement or the Charter School's Application 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 Charter School's 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 Board of Directors including name and contact information;
- Changes in the school leader or, if applicable, the chief executive of the charter management organization including names and contact information; and
- Changes in any leadership in the Charter School or individuals serving as main contacts with the Chartering Authority, including names and contact information.

The following changes do not require an amendment, however, the Charter School shall notify the Chartering Authority of any of the following at least thirty (30) days prior to the change:

- Changes in school location to a location permitted by Section 1.5.

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 prior to the year in which this Agreement expires and in accordance with Chartering Authority renewal policies. This Agreement may be renewed without modification, except for the incorporation by attachment of the approved renewal application. The Parties may also amend this Agreement as part of the renewal process.

The Chartering Authority may elect not to renew this Charter Agreement pursuant to the Chartering Authority Policies, 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. Any proposed amendments to this Agreement that are rejected by one of the Parties shall constitute denial of the renewal application. Denial of the renewal application by the Chartering Authority shall be final and not subject to appeal.

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

At any time during the term of this Agreement, the Chartering Authority may revoke this Agreement for any reason set forth in T.C.A. § 49-13-122, Chartering Authority rules or policies, and/or 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 and Chartering Authority policies.

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 closure, non-renewal, revocation, or voluntary surrender of the charter, the Charter School shall cooperate with the Chartering Authority to ensure orderly closure of the Charter School including, but not limited to:

- Timely notification of parents and teachers of the closure decision;
- Securing student records and transferring them to the LEA in which the Charter School is located;
- Assisting in placing students in appropriate schools;
- Managing all financial records consistent with the Chartering Authority's school closure requirements and policies; and
- Disposal of school assets in accordance with the Act and this Agreement.

The Charter School shall also comply with any closure policies or protocols established by the Chartering Authority.

Dissolution of the Charter School following revocation, expiration of this Agreement, dissolution or cessation of operations, or non-renewal shall comply with T.C.A. §§ 49-13-110(c) and 49-13-122. 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. Charter School personnel and the Board of Directors shall cooperate fully with any activity related to school closure or phase out. If assets of the Charter School were funded with funds from the Chartering Authority, other than funds described in Sections 9.1 and 9.2, and such assets remain after paying the Charter School's debts and obligations and not requiring return or transfer to donors or grantors, such assets will become the property of the Chartering Authority.

12. Indemnification and Hold Harmless

The Chartering Authority and Charter School each shall give immediate 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 and the State of Tennessee, its officers, agents, and employees from the following, but only to the extent of insurance coverage through the insurance required to be maintained pursuant to Section 7:

- a. Any claims, causes of action, liabilities, losses, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Charter School, its officers, employees, and/or agents, including its sub- or independent contractors, in connection with the performance of this Charter Agreement or relating to this Charter Agreement;
- b. 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 or disability accommodations; and

c. 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;

provided that this indemnity does not include internal costs of the Chartering Authority, such as salary and benefits of staff and attorneys of the Chartering Authority.

In the event of any such suit or claim, the Charter School shall provide all assistance required by the State in the State's defense. Nothing contained herein shall be deemed to afford to the Charter School, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by T.C.A. § 8-6-106.

13. Contract Construction

13.1. Waiver. The failure of either of the Parties to this Agreement 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.

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

13.3. Agreement. The Parties intend this Agreement, including all attachments and exhibits hereto, 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 the 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 lawful 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 acknowledgment of receipt, or three (3) days after mailing when sent by certified mail, postage prepaid. Such noticed shall be sent to:

If to the Chartering Authority:

Mailed to:

Tennessee State Board of Education
Attn: Elizabeth Taylor, General Counsel
710 James Robertson Parkway
1st Floor
Nashville, TN 37243

and emailed to:

Elizabeth.Taylor@tn.gov

If to the Charter School:

Mailed to:

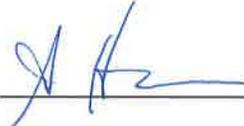
Executive Director, KIPP Nashville
123 Douglas Ave.
Nashville, TN 37207

and emailed to:

RDowell@KIPPNNashville.org

Either party may change its address for notices under this Agreement by notice to the other party.

THE STATE OF TENNESSEE BY AND THROUGH THE
TENNESSEE STATE BOARD OF EDUCATION:

By:  _____

Printed Name: Dr. Sara Heyburn

Title: Executive Director

Date: 7/7/16

By:  _____

Printed Name: Fielding Rolston

Title: Chairman, State Board of Education

Date of Board Approval: 7/22/2016

CHARTER SCHOOL:

By:  _____

Printed Name: Randy Dowell

Title: Executive Director

Date: 7/7/16

Sworn to and subscribed to before me, a Notary
Public, this 7th day of

July, 2016 by

Randy Dowell, the

Executive Director of Charter School

and duly authorized to execute this instrument on
Charter School's behalf.

 _____

Notary Public

My Commission Expires Jan. 6, 2020





EXHIBITS

Exhibit 1- Approved Charter Application (“Charter School’s Application”)

Exhibit 2- Current Approved Performance Frameworks

Exhibit 3- Pre-Opening Checklist/ Protocol

Exhibit 4- Waivers

Exhibit 5- Intervention Policy