TENNESSEE
STATE BOARD OF EDUCATION

CHARTER AGREEMENT – Amendment #2
KIPP Antioch College Prep Elementary

This Amendment #2 to the Charter Agreement (this "Agreement") is entered into this, the 7 day of February 2020 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 A and Amendment #1 to the Original Agreement ("Amendment #1") entered into between the parties on April 20, 2018 is attached hereto as Exhibit B.

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. Performance Framework. The parties agree that Exhibit 2 of the Original Agreement and Amendment #1 is hereby superseded and replaced with the updated current approved Performance Framework – Academic, Organizational, and Financial attached hereto as Exhibit C and that any and all references to the Performance Framework in the Original Agreement and Amendment #1 shall be to the updated current approved Performance Framework – Academic, Organizational, and Financial attached hereto as Exhibit C.

1.2 Intervention Policy. The parties agree that any and all references to the Charter School Intervention Policy in the Original Agreement and Amendment #1 shall be to the current approved Charter School Intervention Policy 6.700 attached hereto as Exhibit D.

1.3 Effect of Amendment. The parties agree that all provisions of the Original Agreement and Amendment #1 not amended herein shall remain in full force and effect.

1.4. 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 the Original Agreement and Amendment #1 or state law.

TENNESSEE
STATE BOARD OF EDUCATION

THE STATE OF TENNESSEE BY AND THROUGH THE TENNESSEE STATE BOARD OF EDUCATION:	CHARTER SCHOOL:
By: Sara Morrison TLS	By:
Printed Name: Dr. Sara Morrison	Printed Name: Randy Dowell
Title: Executive Director	Title: Executive Director
Date: 2/7/20	Date: 2/13/20
By: Lillian Hartgrove	Sworn to and subscribed to before me, a Notary Public, this 13 day of February, 2020, by Randy Dowell, the Executive Director of Charter School and duly authorized to execute this instrument on Charter School's behalf.
Printed Name: Lillian Hartgrove	
Title: Chair, State Board of Education	
Date of Board Approval: 2/7/2020	Notary Public
	My Commission Expires 7-6-2020

LINDSAY WRIGHT
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
My Comm. Expires July 6, 2020

EXHIBITS

Exhibit A- Original Agreement

Exhibit B- Amendment 1 to Original Agreement

Exhibit C- Current Approved Performance Frameworks- Academic, Organizational, and Financial

Exhibit D- Current Approved Charter School Intervention Policy 6.700

TENNESSEE
STATE BOARD OF EDUCATION

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 ("RTI^2"), 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@KIPPNashville.org

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

TENNESSEE
STATE BOARD OF EDUCATION

THE STATE OF TENNESSEE BY AND THROUGH THE TENNESSEE STATE BOARD OF EDUCATION:	CHARTER SCHOOL:
By: _____	By: _____
Printed Name: Dr. Sara Heyburn	Printed Name: Randy Dowell
Title: Executive Director	Title: Executive Director
Date: 7/7/16	Date: 7/7/16
By: Fielding Rolston	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.
Printed Name: Fielding Rolston	_____
Title: Chairman, State Board of Education	Notary Public
Date of Board Approval: 7/22/2016	My Commission Expires Jan. 6, 2020

CHANTELLE M STOXSTILL
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON

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

TENNESSEE
STATE BOARD OF EDUCATION

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 ("RTI^2"), 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@KIPPNashville.org

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

TENNESSEE
STATE BOARD OF EDUCATION

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

LINDSAY WRIGHT
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
My Comm. Expires July 6, 2020

TENNESSEE
STATE BOARD OF EDUCATION

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

TENNESSEE
STATE BOARD OF EDUCATION

Charter School Performance Framework

TENNESSEE
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Acknowledgements

The Tennessee State Board of Education would like to acknowledge and thank the National Association of Charter School Authorizers[1] 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

With regard to its role as an appellate authorizer of charter schools, a mission of the Tennessee State Board of Education 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	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-D letter grade[5] 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) (50%)

New schools in their first year of operations will not receive an A-D rating from the TDOE. Instead, new schools will be evaluated in the following areas in student achievement. The weight of the following areas makes up 50% of the final academic performance and school culture score, just as the 50% weight from the A-D letter grade. Each of the below indicators scoring weights align to the scoring weights used for each indicator in the A-D letter grade.

1. Absolute Achievement: Absolute achievement will be measured by the percentage of students scoring "On-Track" or "Mastered" on the Tennessee state assessments in the subject areas of ELA, math, science, and social studies. The total scoring weight for absolute achievement is 45% with each subject area consisting of 11.25% of the total 45%. If a school is not being tested in a certain area, the total of 45% 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. The total scoring weight for growth is 35%.
3. Chronic Absenteeism: Chronic absenteeism is defined as the percent of students missing 10% or more of enrolled school days. The total scoring weight for chronic absenteeism is 10%.
4. English Language Proficiency Assessment (ELPA): ELPA will be measured by the percentage of students meeting or exceeding the growth standard based on prior English proficiency. The total scoring weight for ELPA is 10%.

[5] T.C.A. § 49-1-228

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	
1b – 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%	11.25%
			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%	11.25%
			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%	11.25%
			3-8	Less than 40%	40%-49.9%	50%-70%	Greater than 70%	
		Absolute performance in social studies, 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%	11.25%
			3-8	Less than 20%	20%-29.9%	30%-50%	Greater than 50%	
	Growth	TVAAS overall composite index for one-year trend.	All	Level 1	Level 2	Level 3 or 4	Level 5	35%
	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%	10%
			K-8	Greater than 20%	15.1%-20%	10%-15%	Less than 10%	
	English Language Proficiency Assessment (ELPA)	Percent of students meeting or exceeding the growth standard based on prior English proficiency	HS	Less than 40%	Less than 50%	Less than 60%	At least 60%	10%
			K-8	Less than 40%	Less than 50%	Less than 60%	At least 60%	

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	25%
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	25%
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	25%
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	25%

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, and II, Algebra or Integrated Math I, Geometry or Integrated Math II, Algebra II or Integrated Math III, , Biology, and U.S. History.
  - This average will be calculated by taking the total number of students scoring “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 and II
    - Math: Algebra or Integrated Math I, Geometry or Integrated Math II, Algebra II or Integrated Math III
    - Science: Biology
    - Social Studies: U.S. History

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

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%	33.3%
		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%	33.3%
3c	Teacher retention rate	All	Less than 65%	65% - 74.9%	75% - 84.9%	85% or more	33.3%

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.[6] 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:

[6] 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.

Rating	Points
Falls Far Below Standard	1
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	Indicator	Falls Far Below Standard	Does Not Meet Standard	Meets Standard	Exceeds Standard	Final Score	Percentage of Section Score	Percentage of Overall Score	Weighted Score
Student Achievement	School academic performance, as measured by TN's accountability system	1	2	3	4	3	100%	50%	1.5
Comparative Performance	School comparative performance to resident district in ELA	1	2	3	4	2	25%	30%	0.675
	School comparative performance to resident district in math	1	2	3	4	3	25%		
	School comparative performance to resident district in science	1	2	3	4	1	25%		
	School comparative performance to resident district in social studies	1	2	3	4	3	25%		
Culture	Suspension rate	1	2	3	4	2	33.3%	20%	0.532
	Student attrition rate	1	2	3	4	3	33.3%		
	Teacher retention rate	1	2	3	4	3	33.3%		
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 intervention action based on the school's ratings received in financial performance will be dictated by State Board Policy 6.700 – Charter School Intervention.

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

1. Near Term Indicators

1(a). Current Ratio:
Current Assets divided by Current Liabilities

Audit Source: "Balance Sheet"

☐ 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 previous year ratio)
- *(For schools in their first or second year of operation)* 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
- *(For schools 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 Expense] divided by 365)

Audit Source: "Balance Sheet" (*Cash*), "Statement of Activities" (*Depreciation, Total Expenses*)

☐ Meets Standard
- Days Cash is greater than or equal to 60 days; OR
- Days Cash is between 30 and 60 days and one-year trend is positive
- *(For schools in their first or second year of operation)* Days Cash is greater than or equal to 30 days

☐ Does Not Meet Standard
- Days Cash is between 15-30 days or equal to 30 days; OR
- Days Cash is between 30-60 days and one-year trend is negative

☐ Falls Far Below Standard
- Days Cash is less than or equal to 15 days
- *(For schools in their first or second year of operation)* Days Cash is less than 30 days

1(c). Average Daily Membership (ADM) to Budget Variance:
Actual ADM (June 30 ADM) divided by Enrollment Projection used in June 1 Charter School Board-Approved Budget

Source of Data: Received Directly from School

☐ Meets Standard
- ADM to Budget Variance greater than or equal to 95 percent in the most recent year

☐ Does Not Meet Standard
- ADM to Budget Variance is between 85 percent and 95 percent in the most recent year

☐ Falls Far Below Standard
- ADM to Budget Variance is less than or equal to 85 percent in the most recent year

1(d). Default:

Source of Data: Received Directly from School

☐ 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 payments

2. Sustainability Measures

2(a). Total Margin:
Total Margin is Change in Net Position divided by Total Revenues; Aggregated Total Margin is Total Three-Year Change in Net Position divided by Total Three-Year Revenues

Audit Source: "Statement of Revenues, Expenditures and Changes in Fund Balance - Governmental Fund" (*Total Revenues*) and "Statement of Activities" (*Change in Net Position*)

☐ Meets Standard
- Aggregated Three-Year Total Margin is positive and the most recent year Total Margin is positive; OR
- Aggregated Three-Year Total Margin is greater than -1.5 percent, the trend is positive for the last two years, and the most recent year Total Margin is positive
- *(For schools in their first or second year of operation)* Aggregated Two-Year Total Margin (if applicable) is positive, and the most recent year Total Margin is 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; OR
- The most recent year Total Margin is less than -10 percent
- *(For schools in their first or second year of operation)* Aggregated Two-Year Total Margin (if applicable) is negative (or zero), OR the most recent year Total Margin is negative (or zero)

2(b). Debt to Asset Ratio:
(Total Liabilities plus Deferred Inflows from Resources) divided by (Total Assets plus Deferred Outflows from Resources)

Audit Source: "Statement of Net Position"

☐ Meets Standard
- Debt to Asset Ratio is less than or equal to 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 or equal to 1.0

2(c). Cash Flow:
Cash Flow (recent year) = Recent Year Cash minus Previous Year Cash; Multi-Year Cash Flow = Recent Year Cash minus Two Years Ago Cash

Audit Source: "Statement of Revenues, Expenditures and Changes in Fund Balance - Governmental Fund"

☐ Meets Standard
- Multi-Year Cash Flow is positive, and Cash Flow in the most recent year is positive
- *(For schools in their first or second year of operation)* Cash Flow in the most recent year is positive

☐ Does Not Meet Standard
- Multi-Year Cash Flow is positive, and Cash Flow in the most recent year is negative (or zero)

☐ Falls Far Below Standard

- Multi-Year Cash Flow is negative (or zero)
- *(For schools in their first or second year of operation)* Cash Flow in the most recent year is negative (or zero)

2(d). Debt Service Coverage Ratio:
(Change in Net Position + Depreciation Expense + Interest Expense + Rent/Lease Expense) divided by (Debt Due within One Year + Interest Expense + Rent/Lease Expense)

Audit Source: "Statement of Activities" (*Change in Net Position*, *Depreciation Expense, Interest Expense*); "Statement of Net Position" (*Debt Due within One Year*); "Notes to Financial Statements" (*Rent/Lease Expense*)

Note: If *Rent/Lease Expense* is not detailed in audit, then schools must provide this information directly

☐ Meets Standard
- Debt Service Coverage Ratio is greater than or equal to 1.1

☐ Does Not Meet Standard
- Debt Service Coverage Ratio is less than or equal to 1.1

☐ Falls Far Below Standard
- Not Applicable

GASB Audit Data Sources for Financial Performance Framework:

#	Metric	Data for Calculation	Data Source
1a	Current Ratio	Current Assets	Balance Sheet
1a	Current Ratio	Current Liabilities	Balance Sheet
1b	Unrestricted Days Cash	Cash & Cash Equivalents	Statement of Net Position
1b	Unrestricted Days Cash	Total Expenses	Statement of Activities
1b	Unrestricted Days Cash	Depreciation	Statement of Activities
1c	Enrollment Variance	Actual Enrollment	Directly from School
1c	Enrollment Variance	Budgeted Enrollment	Directly from School
1d	Default	Default/Delinquency	Directly from School
2a	Total Margin	Total Revenues	Statement of Revenues, Expenditures and Changes in Fund Balance
2a	Total Margin	Change in Net Position	Statement of Activities
2b	Debt to Asset Ratio	Total Liabilities	Statement of Net Position
2b	Debt to Asset Ratio	Deferred Inflows	Statement of Net Position
2b	Debt to Asset Ratio	Total Assets	Statement of Net Position
2b	Debt to Asset Ratio	Deferred Outflows	Statement of Net Position
2c	Cash Flow	Cash & Cash Equivalents	Statement of Net Position
2d	Debt Service Coverage Ratio	Change in Net Position	Statement of Activities
2d	Debt Service Coverage Ratio	Depreciation	Statement of Activities
2d	Debt Service Coverage Ratio	Interest Expense	Statement of Activities
2d	Debt Service Coverage Ratio	Rent and Lease Expenses	Notes to Financial Statements or Directly from School
2d	Debt Service Coverage Ratio	Short-term Debt	Statement of Net Position
2d	Debt Service Coverage Ratio	Current Portion of Long-term Debt	Statement of Net Position

Section III: Organizational Performance

A charter school's performance on the organizational measures is a large piece of the overall evaluation 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 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 agreement?

☐ 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 agreement, or the school has gained approval for a charter modification to the material terms pursuant to T.C.A. § 49-13-110. If shortcomings were identified, the school promptly came into compliance.

☐ Does Not Meet Standard

- The school failed to implement the material terms of the education program in the manner described above; Once the shortcoming(s) were identified, the school did not promptly come into compliance.

☐ Falls Far Below Standard

- The school failed to implement its program in the manner described above. Once shortcomings were identified, the school did not come into compliance, or the failure was so severe that it outweighed any efforts to come into compliance.

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

☐ Meets Standard

- The school materially complies with applicable laws, rules, regulations, LEA policies and procedures, and provisions of the charter agreement relating to education requirements, including but not limited to:
  - Instructional days or minutes requirements
  - Graduation, promotion, and retention requirements
  - Content standards, including implementation of Tennessee Academic Standards
  - State Assessments
  - Implementation of Response to Instruction and Intervention (RTI^2)
  - Implementation of mandated programming as a result of state or federal funding

  If shortcomings were identified, the school promptly came into compliance.

☐ Does Not Meet Standard

- The school failed to comply with applicable laws, rules, regulations, LEA policies and procedures, and provisions described above. Once the shortcoming(s) were identified, the school did not promptly come into compliance.

☐ Falls Far Below Standard

- The school failed to comply with applicable laws, rules, regulations, LEA policies and procedures, and provisions described above. Once shortcomings were identified, the school did not come into compliance, or the failure was so severe that it outweighed any efforts to come into compliance.

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

☐ Meets Standard

- The school materially complies with applicable laws, rules, regulations, LEA policies and procedures, and provisions of the charter agreement (including the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act) relating to the treatment of students with identified disabilities and those suspected of having a disability, including but not limited to:
    - Equitable access and opportunity to enroll
    - Identification and referral
    - Appropriate development and implementation of Individualized Education Plans and Section 504 plans, in compliance with required timelines
    - 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 in a lawful manner and consistent with students' IEPs or Section 504 Plans
    - Securing and properly accounting for all applicable federal and state funding

  If shortcomings were identified, the school promptly came into compliance.

☐ Does Not Meet Standard

- The school did not materially comply with applicable laws, rules, regulations, LEA policies and procedures, and provisions relating to the treatment of students with identified disabilities and those suspected of having a disability in the manner described above; Once the shortcoming(s) were identified, the school did not promptly come into compliance.

☐ Falls Far Below Standard

- The school failed to comply with applicable laws, rules, regulations, LEA policies, and procedures, and provisions described above. Once shortcomings were identified, the school did not come into compliance, or the failure was so severe that it outweighed any efforts to come into compliance.

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

☐ Meets Standard

- The school materially complies with applicable laws, rules, regulations, LEA policies and procedures, and provisions of the charter agreement (including Title I and III of the Every Student Succeeds Act (ESSA)) relating to the English Learner requirements, including but not limited to:
    - Required policies and notifications related to the service of EL students
    - Proper steps for identification of students in need of EL services, in compliance with required timelines.
    - Appropriate and equitable delivery of services to identified students
    - Compliance with 1:35 EL teacher to student ratio

- Annual assessment of EL students (screener and annual assessment)
- Appropriate accommodations on assessments
- Exiting of students from EL services
- Ongoing monitoring of exited students

If shortcomings were identified, the school promptly came into compliance.

☐ Does Not Meet Standard

- The school did not materially comply with applicable laws, rules, regulations, LEA policies and procedures, and provisions relating to English Learner requirements in the manner described above; Once the shortcoming(s) were identified, the school did not promptly come into compliance.

☐ Falls Far Below Standard

- The school failed to comply with applicable laws, rules, regulations, LEA policies and procedures, and provisions described above. Once shortcomings were identified, the school did not come into compliance, or the failure was so severe that it outweighed any efforts to come into compliance.

2. Financial Management

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

☐ Meets Standard

- The school materially complies with applicable laws, rules, regulations, LEA policies and procedures, and provisions of the charter agreement relating to financial reporting requirements, including but not limited to:
    - Complete and on-time submission of financial reports, including initial and revised budgets, periodic financial reports as required by the State Board via the Reporting Calendar, 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
    - Complete and on-time submission of all additional reporting requirements related to the use of public funds

  If shortcomings were identified, the school promptly came into compliance.

☐ Does Not Meet Standard

- The school failed to comply with applicable laws, rules, regulations, and provisions relating to financial reporting requirements as described above; Once the shortcoming(s) were identified, the school did not promptly come into compliance.

☐ Falls Far Below Standard

- The school failed to comply with applicable laws, rules, regulations, and provisions described above. Once shortcomings were identified, the school did not come into compliance, or the failure was so severe that it outweighed any efforts to come into compliance.

2(b). Is the school following Generally Accepted Accounting Principles as outlined by the Governmental Accounting Standards Board?

☐ Meets Standard

- The school materially complies with applicable laws, rules, regulations, LEA policies and procedures, and provisions of the charter agreement relating to financial management and oversight expectations as evidenced 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

  If shortcomings were identified, the school promptly came into compliance.

☐ Does Not Meet Standard

- The school failed to comply with applicable laws, rules, regulations, and provisions relating to financial management and oversight expectations described above; Once the shortcoming(s) were identified, the school did not promptly come into compliance

☐ Falls Far Below Standard

- The school failed to comply with applicable laws, rules, regulations, and provisions described above. Once shortcomings were identified, the school did not come into compliance, or the failure was so severe that it outweighed any efforts to come into compliance.

3. Governance and Reporting

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

☐ Meets Standard

- The school materially complies with applicable laws, rules, regulations, LEA policies and procedures, and provisions of the charter agreement relating to governance by its board, including but not limited to:
  - Board policies, including those related to oversight of an Education Service Provider (ESP) or Charter Management Organization (CMO), if applicable
  - Board bylaws
  - State open meetings law
  - Code of ethics
  - Conflicts of interest
  - Board composition and/or membership rules pursuant to T.C.A. § 49-13-109 (e.g. inclusion of a parent on board or proper membership on school advisory council.)

  If shortcomings were identified, the school promptly came into compliance.

☐ Does Not Meet Standard

- The school failed to comply with applicable laws, rules, regulations, LEA policies and procedures, and provisions relating to governance by its board as described above; Once the shortcoming(s) were identified, the school did not promptly come into compliance

☐ Falls Far Below Standard

- The school failed to comply with applicable laws, rules, regulations, and provisions described above. Once shortcomings were identified, the school did not come into compliance or the failure was so severe that it outweighed any efforts to come into compliance.

3(b). Is the school holding management accountable (Applicable to schools contracting with an Educational Service Provider (ESP) or Charter Management Organization (CMO))?

☐ Meets Standard

- The school materially complies with applicable laws, rules, regulations, LEA Policies and Procedures, and provisions of the charter agreement relating to oversight of school management through an ESP or CMO, including but not limited to:
  - Maintaining authority over management, holding it accountable for performance as agreed under a written performance agreement, and requiring annual financial reports of the ESP or CMO.

☐ Does Not Meet Standard

- The school failed to comply with all applicable laws, rules, regulations, and provisions relating to oversight of school management; once the shortcoming(s) were identified, the school did not promptly come into compliance.

☐ Falls Far Below Standard

- The school failed to comply with all applicable laws, rules, regulations, and provisions described above. Once shortcomings were identified, the school did not come into compliance, or the failure was so severe that it outweighed any efforts to come into compliance.

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

Reporting Calendar On-Time Completion Rate*	Meets Standard	Does Not Meet or Falls Far Below
	≥ 85%	**< 85%**

Reporting Calendar Overall Completion Rate*

*Note:

- Period= July –June
- On-Time= Within five (5) business days of the due date. If an item was not required of the school or an extension was granted and met, the item will be considered on time.*Percentages will be rounded to the nearest whole number. (For example, an on time percentage of 84.5 would be rounded up to an 85 and be eligible for a "Meets Standard" rating. An on time percentage of 84.4 would be rounded down to an 84 and a rating of either "Does Not Meet Standard" or "Falls Far Below Standard.")
- For schools in the first year of operation, completion rates will be reported, however, the school's rating will not be tied to the on-time completion rate.

☐ Meets Standard

- The school materially complies with applicable laws, rules, regulations, LEA policies and procedures, and provisions of the charter agreement relating to relevant reporting requirements to the State Board, Tennessee Department of Education, and/or federal authorities. The school submits timely, complete, and accurate reports, including but not limited to:
    - On-time completion rate for Reporting Calendar submissions of at least 85% (not applicable to schools in their first year of operation).
    - Timely and accurate attendance and enrollment reporting
    - Timely and accurate reporting related to state and federal compliance and oversight
    - Timely and accurate reporting of additional information requested by the State Board

☐ Does Not Meet Standard

- The school failed to timely comply with applicable laws, rules, regulations, LEA policies and procedures, and provisions relating to relevant reporting requirements described above.

☐ Falls Far Below Standard

The school exhibited a pattern of failure to comply with applicable laws, rules, regulations, LEA policies and procedures, and provisions described above. Once shortcomings were identified, the school did not come into compliance, or the failure was so severe that it outweighed any efforts to come into compliance.

4. Students and Employees

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

☐ Meets Standard

- The school materially complies with applicable laws, rules, regulations, LEA policies and procedures, and provisions of the charter agreement 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)

  If shortcomings were identified, the school promptly came into compliance.

☐ Does Not Meet Standard

- The school failed to comply with applicable laws, rules, regulations, LEA policies and procedures, and provisions relating to the rights of students as described above; Once the shortcoming(s) were identified, the school did not promptly come into compliance.

☐ Falls Far Below Standard

- The school failed to comply with applicable laws, rules, regulations, and provisions described above. Once shortcomings were identified, the school did not come into compliance, or the failure was so severe that it outweighed any efforts to come into compliance.

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

☐ Meets Standard

- The school materially complies with applicable laws, rules, regulations, LEA policies and procedures, and provisions of the charter agreement relating to attendance goals, including but not limited to:
  - Meeting attendance goals outlined in the charter agreement
  - Meeting attendance goals outlined in the School or LEA plan (if applicable)

  If shortcomings were identified, the school promptly came into compliance.

☐ Does Not Meet Standard

- The school failed to comply with applicable laws, rules, regulations, LEA policies and procedures, and provisions relating to attendance goals described above; Once the shortcoming(s) were identified, the school did not promptly come into compliance.

☐ Falls Far Below Standard

- The school failed to comply with applicable laws, rules, regulations, and provisions described above. Once shortcomings were identified, the school did not come into

compliance, or the failure was so severe that it outweighed any efforts to come into compliance.

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

☐ Meets Standard

- The school materially complies with applicable laws, rules, regulations, LEA policies and procedures, and provisions of the charter agreement (including the federal Highly Qualified Teacher and Paraprofessional requirements within Elementary and Secondary Education Act [ESEA] as amended by ESSA) relating to state certification requirements. If shortcomings were identified, the school promptly came into compliance.

☐ Does Not Meet Standard

- The school failed to comply with applicable laws, rules, regulations, and provisions relating to state certification requirements; Once the shortcoming(s) were identified, the school did not promptly come into compliance.

☐ Falls Far Below Standard

- The school failed to comply with applicable laws, rules, regulations, and provisions described above. Once shortcomings were identified, the school did not come into compliance, or the failure was so severe that it outweighed any efforts to come into compliance.

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

☐ Meets Standard

- The school materially complies with applicable laws, rules, regulations, LEA policies and procedures, and provisions of the charter agreement relating to employment considerations, including those relating to the Family Medical Leave Act, the Americans with Disabilities Act, and employment contracts (if applicable). The school does not interfere with employees' rights to organize collectively or otherwise violate staff collective bargaining rights. If shortcomings were identified, the school promptly came into compliance.

☐ Does Not Meet Standard

- The school failed to comply with applicable laws, rules, regulations, and provisions relating to employment considerations; Once the shortcoming(s) were identified, the school did not promptly come into compliance.

☐ Falls Far Below Standard

The school failed to comply with applicable laws, rules, regulations, and provisions described above. Once shortcomings were identified, the school did not come into compliance, or the failure was so severe that it outweighed any efforts to come into compliance.

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

☐ Meets Standard

- The school materially complies with applicable laws, rules, regulations, LEA policies and procedures, and provisions of the charter agreement relating to background checks of all applicable individuals (including staff, contractors and volunteers, where applicable). If shortcomings were identified, the school promptly came into compliance.

☐ Does Not Meet Standard

- The school failed to comply with applicable laws, rules, regulations, and provisions relating to background checks; Once the shortcoming(s) were identified, the school did not promptly come into compliance.

☐ Falls Far Below Standard

- The school failed to comply with applicable laws, rules, regulations, and provisions described above. Once shortcomings were identified, the school did not come into compliance, or the failure was so severe that it outweighed any efforts to come into compliance.

5. School Environment

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

☐ Meets Standard

- The school materially complies with applicable laws, rules, regulations, and provisions of the charter agreement 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
  - Asbestos inspections
  - Documentation of requisite insurance coverage
  - Student transportation (including transportation for students with disabilities)

  If shortcomings were identified, the school promptly came into compliance.

☐ Does Not Meet Standard

- The school failed to comply with applicable laws, rules, regulations, and provisions relating to the school facilities, grounds, and transportation as described above; Once the shortcoming(s) were identified, the school did not promptly come into compliance.

☐ Falls Far Below Standard

- The school failed to comply with applicable laws, rules, regulations, and provisions described above. Once shortcomings were identified, the school did not come into compliance, or the failure was so severe that it outweighed any efforts to come into compliance.

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

☐ Meets Standard

- The school materially complies with applicable laws, rules, regulations, LEA policies and procedures, and provisions of the charter agreement relating to safety and the provision of health-related services, including but not limited to:
  - Appropriate nursing services, school health reporting requirements, and dispensing of medication
  - Food service requirements
  - Emergency Operations Plan
  - School safety drills
  - Other district requirements

  If shortcomings were identified, the school promptly came into compliance.

☐ Does Not Meet Standard

- The school failed to comply with applicable laws, rules, regulations, and provisions relating to safety and the provision of health-related services as described above; Once the shortcoming(s) were identified, the school did not promptly come into compliance.

☐ Falls Far Below Standard

- The school failed to comply with applicable laws, rules, regulations, and provisions described above. Once shortcomings were identified, the school did not come into compliance, or the failure was so severe that it outweighed any efforts to come into compliance.

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

☐ Meets Standard

- The school materially complies with applicable laws, rules, regulations, LEA policies and procedures, and provisions regarding 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 laws
    - Access to documents maintained by the school under the state's open records law and other applicable authorities
    - Transferring of student records
    - Proper and secure maintenance of testing materials

  If shortcomings were identified, the school promptly came into compliance.

☐ Does Not Meet Standard

- The school failed to comply with applicable laws, rules, regulations, and provisions relating to the handling of information as described above; Once the shortcoming(s) were identified, the school did not promptly come into compliance.

☐ Falls Far Below Standard

- The school failed to comply with applicable laws, rules, regulations, and provisions described above. Once shortcomings were identified, the school did not come into compliance, or the failure was so severe that it outweighed any efforts to come into compliance.

6. Additional Obligations

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

☐ Meets Standard

- The school materially complies with all other material legal, statutory, regulatory, or contractual requirements contained in its charter agreement that are not otherwise explicitly stated herein, including but not limited to requirements from the following sources:
    - Revisions to state charter law
    - LEA policies and procedures
    - Consent decrees
    - Intervention requirements by the authorizer
    - Requirements by other entities to which the school is accountable (e.g. Tennessee Department of Education)

☐ Does Not Meet Standard

- The school failed to materially comply with other material, legal, statutory, regulatory, or contractual requirements as described above; Once the shortcoming(s) were identified, the school did not promptly come into compliance.

☐ Falls Far Below Standard

- The school failed to comply with applicable laws, rules, regulations, and provisions described above. Once shortcomings were identified, the school did not come into compliance, or the failure was so severe that it outweighed any efforts to come into compliance.

TENNESSEE STATE BOARD OF EDUCATION

CHARTER SCHOOL INTERVENTION	6.700

Purpose. The purpose of this policy is to set forth the criteria and process for charter school intervention decisions and actions by the State Board of Education ("State Board") with regard to its authorized charter schools.

Policy Sections

1. Generally
2. Intervention
3. Grounds for Intervention and Consequences
4. Charter School Responsibilities
5. Table of Interventions

1. Generally. The State Board shall have a clear, explicit plan for monitoring schools as set forth in the charter agreement. To the extent possible, this plan shall limit the administrative burden on schools. If there is reason for concern, the State Board shall monitor as often and vigorously as needed to ensure the charter school remedies serious issues in a timely manner. In cases where intervention by the State Board is warranted, it shall be proportionate to the identified problem, adhere to provisions of the charter agreement and respect the autonomy of the charter school.

2. Intervention.

a. The State Board has established this intervention policy stating the general conditions that may trigger intervention and the types of actions and consequences that may ensue. The table of interventions can be found on page 3 of this policy.

b. This intervention policy shall be set forth in the charter agreements of the charter schools it authorizes and serves as the chartering authority.

c. The State Board shall give the charter schools in its portfolio timely notice of any charter agreement violations or performance deficiencies justifying intervention. Notices shall state the deficiency; the applicable regulatory, performance or contractual provision(s) not satisfactorily met; the expected remedy, including whether a Plan of Correction is required (as further described below); and the timeframe by which the State Board expects a deficiency to be remedied and/or a Plan of Correction to be submitted.

d. The State Board shall provide its charter schools with reasonable time and opportunity for submission of Plan of Corrections and/or remediation in non-emergency situations.

e. Where intervention is needed, the State Board shall engage in intervention strategies that preserve charter school autonomy and responsibility by identifying what the charter school must remedy without prescribing solutions.

3. Grounds for Intervention and Consequences.

a. If issues of concern or deficiencies are identified, the State Board may assign a level of intervention for the charter school.[1] This policy as incorporated into the charter agreement shall outline these levels of intervention as well as the grounds that may result in certain levels of intervention. The State Board shall adhere to the provisions of the charter agreement if it determines an intervention is appropriate.

b. Depending on the severity of the concern or deficiency, the State Board reserves the right to revoke the charter agreement in accordance with the terms and provisions of the charter agreement and Tenn. Code Ann. § 49-13-122. If the State Board deems that an intervention other than contract revocation is appropriate, it may begin at any level of intervention and shall be permitted to jump levels. The State Board does not need to commence interventions at Level 1 and move incrementally through the levels.

c. The State Board staff shall notify the governing board of any charter school that requires an intervention. The notice shall describe the intervention and may include additional consequences if the deficiency and/or concern(s) are not remedied within the stated timeline.

d. A Plan of Correction shall include specific improvement objectives, responsible person(s) for each action, technical assistance requirements (if applicable), a schedule, and indicators of success. The charter school shall submit its Plan of Correction within the timelines prescribed by the State Board or its staff.

e. State Board staff's approval of a Plan of Correction shall in no way abridge or mitigate the charter school's ultimate responsibility and accountability for remedying the deficiency and/or the State Board's authority to take additional action in response to the charter school's failure to remedy the deficiency satisfactorily including revocation of the charter agreement to operate a charter school.

f. If there is an immediate concern for student or employee health or safety at a charter school, the State Board may revoke the charter agreement or adopt an interim reconstitution plan that may include the appointment of an interim governing board and/or a governing board chairperson.

4. Charter School Responsibilities.

a. When a charter school in the State Board's portfolio receives a deficiency notice from the State Board, it may:

[1] The approval of a level of intervention for a charter school may require official action by the State Board of Education. Additional details regarding which levels require official board action can be found in the Table of Interventions on Page 3 of this Policy.

i. Remedy noted deficiencies and provide evidence of such remedy to the State Board within the timeframe identified in the notice.

ii. Contest the State Board's determination that a breach of the charter agreement has occurred by providing a written response contesting such determination to the State Board within the timeframe prescribed in a deficiency notice.

iii. Submit a Plan of Correction, if requested, to the State Board within the timeframe identified in the notice.

b. If a charter school is not able to meet timeframes for remediation and/or submission of a Plan of Correction, it shall provide a written response to the State Board within the stated timelines, which shall include a justification for its inability to meet the timeframe together with a proposed timeframe for remedying deficiencies. The State Board shall consider the charter school's justification and either approve, approve with modifications or reject the charter school's proposed timeframe.

c. Charter schools shall be responsible for notifying the State Board when a deficiency has been remedied, if the charter school requires an extension of time to remedy a deficiency, or if the charter school requires a modification to its Plan of Correction.

5. Table of Interventions.

The Table of Interventions for the State Board of Education lays out the general conditions that may trigger interventions by the State Board, including types of actions and consequences. The outlined procedures are not a step-by-step process. The State Board of Education reserves the right to place a charter school on any status without going through the preceding steps if more immediate actions are warranted.

Status[2]	Possible Triggers	Possible Action/Consequence[3]
Level 1 Notice of Concern	• Signs of weak performance identified through routine monitoring; through implementation, compliance, or performance reviews, or through any other means identified by the State Board of Education ("SBE"). • Signs of financial weakness identified through an annual financial audit. • Achievement of "falls far below standard" in one area of the performance frameworks or achievement of "does not meet	• Letter to the school's governing board detailing areas of concern.

[2] Level 3 (Notice of Probationary Status), Level 4 (Charter Review), and Level 5 (Charter Revocation) require official action by the State Board of Education.

[3] The State Board of Education reserves the right to impose additional actions/consequences to those listed in each category if such additional actions are deemed appropriate by SBE staff.

Status[2]	Possible Triggers	Possible Action/Consequence[3]
	standard" in multiple areas of the performance frameworks. • Repeated failure to submit required documents on a timely basis.	
Level 2 Notice of Deficiency	• Achievement of "falls far below standard" in multiple areas of the performance frameworks or achievement of "does not meet standard" in a significant number of areas of the performance frameworks. • Signs of significant financial weakness identified through an annual financial audit. • Failure to comply with applicable state laws, State Board rules/policies, or other regulations. • Failure to comply with terms of charter agreement with SBE.	• Letters to the school's governing board detailing areas of deficiency with a requirement that a Plan of Correction be developed and implemented (with specific improvements, objectives, timelines, and measures). The Plan of Correction must be approved by SBE staff.
Level 3 Notice of Probationary Status	• Continued failure to meet performance targets (state accountability, charter contract, or performance frameworks). • Failure to meet objectives set forth in the Plan of Correction. • Continued or significant signs of financial weakness identified through annual financial audits or other means. • Continued or significant failure to comply with applicable state laws, State Board rules/policies, or other regulations. • Continued or significant failure to comply with conditions of the charter agreement.	• Letter to school's governing board to serve as notice of probationary status and outlining terms of probation which includes the creation of a Plan of Correction in consultation with SBE staff to address the deficits and has measurable outcomes, a timeline, and very specific improvement expectations. The Plan of Correction must be approved by SBE staff.
Level 4 Charter Review	• Pattern of failure to comply with or meet performance targets (state accountability, charter contract, or performance frameworks). • Three consecutive years of achieving "falls far below standard" on the performance frameworks in the same category. • Failure to successfully address the terms of the probationary status, including the Plan of Correction.	• Recommendation to revoke the charter contract or to impose lesser sanctions including but not limited to a requirement to adopt an interim reconstitution plan that may include the appointment of an interim governing board and/or a governing board chairperson. For schools

Status[2]	Possible Triggers	Possible Action/Consequence[3]
	• Flagrant disregard of the charter agreement (T.C.A. § 49-13-122); fraud, misappropriation of funds (T.C.A. § 49-13-122); extended pattern of failure to comply with the terms of the charter; failure to meet generally accepted standards of fiscal management. • Performed any of the acts that are conditions for non-approval of a charter school under T.C.A. § 49-13-108. • Inclusion on the TDOE's Priority School List of the bottom five percent (5%) of schools in the state (T.C.A. § 49-13-122).	identified on the Priority School List for which revocation is not recommended, the school shall develop and implement a comprehensive support and improvement plan (T.C.A. § 49-13-122). • Decision by the State Board of Education to commence revocation proceedings.
Level 5 Charter Revocation	• Charter Review results in recommendation to revoke. • The school has done any of the following: o Pattern of failure to comply with or meet performance targets (state accountability, charter contract, or performance frameworks). o Three consecutive years of achieving "falls far below standard" on the performance frameworks in the same category. o Failure to successfully address the terms of the probationary status, including the Plan of Correction. o Flagrant disregard of the charter agreement (T.C.A. § 49-13-122); fraud, misappropriation of funds (T.C.A. § 49-13-122); extended pattern of failure to comply with the terms of the charter;	• Letter stating reasons for proposed revocation to governing board. • Charter closure timeline goes into effect immediately.

Status[2]	Possible Triggers	Possible Action/Consequence[3]
	failure to meet generally accepted standards of fiscal management. o Inclusion on the TDOE's Priority School List of the bottom 5% of schools in the state for two (2) consecutive cycles (T.C.A. § 49-13-122). o Performed any of the acts that are conditions for nonapproval of a charter school under T.C.A. § 49-13-108. • Except in the cases of fraud, misappropriation of funds, flagrant disregard of the charter agreement, or similar misconduct, a decision to revoke shall become effective at the close of the academic year (T.C.A. § 49-13-122).	