

U.S. Department of Education
Washington, D.C. 20202-5335



APPLICATION FOR GRANTS
UNDER THE

Grants for Replication and Expansion of High-Quality Charter Schools

CFDA # 84.282M

PR/Award # U282M140027

Grants.gov Tracking#: GRANT11707152

OMB No. , Expiration Date:

Closing Date: Jul 21, 2014

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This application was generated using the PDF functionality. The PDF functionality automatically numbers the pages in this application. Some pages/sections of this application may contain 2 sets of page numbers, one set created by the applicant and the other set created by e-Application's PDF functionality. Page numbers created by the e-Application PDF functionality will be preceded by the letter e (for example, e1, e2, e3, etc.).

Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
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* 3. Date Received: <input type="text" value="07/21/2014"/>	4. Applicant Identifier: <input type="text"/>
--	--

5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>
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State Use Only:

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
---	---

8. APPLICANT INFORMATION:

* a. Legal Name:

* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="20-2526508"/>	* c. Organizational DUNS: <input type="text" value="0387941010000"/>
--	---

d. Address:

* Street1:	<input type="text" value="531 Metroplex Drive"/>
Street2:	<input type="text" value="Suite A-200"/>
* City:	<input type="text" value="Nashville"/>
County/Parish:	<input type="text" value="Davidson"/>
* State:	<input type="text" value="TN: Tennessee"/>
Province:	<input type="text"/>
* Country:	<input type="text" value="USA: UNITED STATES"/>
* Zip / Postal Code:	<input type="text" value="37211-3169"/>

e. Organizational Unit:

Department Name: <input type="text" value="Network Support Team"/>	Division Name: <input type="text"/>
---	--

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: <input type="text"/>	* First Name: <input type="text" value="Adrienne"/>
Middle Name: <input type="text"/>	
* Last Name: <input type="text" value="Useted"/>	
Suffix: <input type="text"/>	
Title: <input type="text" value="Chief Operating Officer"/>	

Organizational Affiliation:

* Telephone Number: <input type="text" value="REDACTED"/>	Fax Number: <input type="text"/>
---	----------------------------------

* Email:

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

M: Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Education

11. Catalog of Federal Domestic Assistance Number:

84.282

CFDA Title:

Charter Schools

*** 12. Funding Opportunity Number:**

ED-GRANTS-062014-002

* Title:

Office of Innovation and Improvement (OII): Charter Schools Program (CSP): Grants for Replication and Expansion of High-Quality Charter Schools CFDA Number 84.282M

13. Competition Identification Number:

84-282M2014-1

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

LEAD Public Schools: A Music City Partnership - Scaling District Charter Conversions

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="400,000.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="400,000.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on .

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

<p>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <p>Adrienne Useted</p>	<p>TITLE</p> <p>Chief Operating Officer</p>
<p>APPLICANT ORGANIZATION</p> <p>LEAD Public Schools, Inc.</p>	<p>DATE SUBMITTED</p> <p>07/21/2014</p>

Standard Form 424B (Rev. 7-97) Back

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
0348-0046

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
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4. Name and Address of Reporting Entity:
 Prime SubAwardee
* Name: LEAD Public Schools, Inc
* Street 1: 531 Metroplex Drive Street 2: Suite A-200
* City: Nashville State: TN: Tennessee Zip: 37211
Congressional District, if known: TN-005

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency: U.S. Department of Education	7. * Federal Program Name/Description: Charter Schools CFDA Number, if applicable: 84.282
--	--

8. Federal Action Number, if known: 	9. Award Amount, if known: \$
--	---

10. a. Name and Address of Lobbying Registrant:
Prefix: * First Name: Adrienne Middle Name:
* Last Name: Useted Suffix:
* Street 1: 531 Metroplex Drive Street 2: Suite A-200
* City: Nashville State: TN: Tennessee Zip: 37211

b. Individual Performing Services (including address if different from No. 10a)
Prefix: * First Name: Adrienne Middle Name:
* Last Name: Useted Suffix:
* Street 1: Street 2:
* City: State: Zip:

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* Signature: Adrienne Useted
* Name: Prefix: * First Name: Adrienne Middle Name:
* Last Name: Useted Suffix:
Title: Chief Operating Officer Telephone No.: Date: 07/21/2014

NOTICE TO ALL APPLICANTS

The purpose of this enclosure is to inform you about a new provision in the Department of Education's General Education Provisions Act (GEPA) that applies to applicants for new grant awards under Department programs. This provision is Section 427 of GEPA, enacted as part of the Improving America's Schools Act of 1994 (Public Law (P.L.) 103-382).

To Whom Does This Provision Apply?

Section 427 of GEPA affects applicants for new grant awards under this program. **ALL APPLICANTS FOR NEW AWARDS MUST INCLUDE INFORMATION IN THEIR APPLICATIONS TO ADDRESS THIS NEW PROVISION IN ORDER TO RECEIVE FUNDING UNDER THIS PROGRAM.**

(If this program is a State-formula grant program, a State needs to provide this description only for projects or activities that it carries out with funds reserved for State-level uses. In addition, local school districts or other eligible applicants that apply to the State for funding need to provide this description in their applications to the State for funding. The State would be responsible for ensuring that the school district or other local entity has submitted a sufficient section 427 statement as described below.)

What Does This Provision Require?

Section 427 requires each applicant for funds (other than an individual person) to include in its application a description of the steps the applicant proposes to take to ensure equitable access to, and participation in, its Federally-assisted program for students, teachers, and other program beneficiaries with special needs. This provision allows applicants discretion in developing the required description. The statute highlights six types of barriers that can impede equitable access or participation: gender, race, national origin, color, disability, or age. Based on local circumstances, you should determine whether these or other barriers may prevent your students, teachers, etc. from such access or participation in, the Federally-funded project or activity. The description in your application of steps to be taken to overcome these barriers need not be lengthy; you may provide a clear and succinct

description of how you plan to address those barriers that are applicable to your circumstances. In addition, the information may be provided in a single narrative, or, if appropriate, may be discussed in connection with related topics in the application.

Section 427 is not intended to duplicate the requirements of civil rights statutes, but rather to ensure that, in designing their projects, applicants for Federal funds address equity concerns that may affect the ability of certain potential beneficiaries to fully participate in the project and to achieve to high standards. Consistent with program requirements and its approved application, an applicant may use the Federal funds awarded to it to eliminate barriers it identifies.

What are Examples of How an Applicant Might Satisfy the Requirement of This Provision?

The following examples may help illustrate how an applicant may comply with Section 427.

(1) An applicant that proposes to carry out an adult literacy project serving, among others, adults with limited English proficiency, might describe in its application how it intends to distribute a brochure about the proposed project to such potential participants in their native language.

(2) An applicant that proposes to develop instructional materials for classroom use might describe how it will make the materials available on audio tape or in braille for students who are blind.

(3) An applicant that proposes to carry out a model science program for secondary students and is concerned that girls may be less likely than boys to enroll in the course, might indicate how it intends to conduct "outreach" efforts to girls, to encourage their enrollment.

We recognize that many applicants may already be implementing effective steps to ensure equity of access and participation in their grant programs, and we appreciate your cooperation in responding to the requirements of this provision.

Estimated Burden Statement for GEPA Requirements

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this collection is required to obtain or retain benefit (Public Law 103-382). Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Education, 400 Maryland Ave., SW, Washington, DC 20210-4537 or email ICDocketMgr@ed.gov and reference the OMB Control Number 1894-0005.

Optional - You may attach 1 file to this page.

LEADGEPAsession427.pdf

Add Attachment

Delete Attachment

View Attachment

**LEAD Public Schools
GEPA 427**

**Addressing U.S. Dept. of Education’s General Education Provisions Act (GEPA)
Section 427.**

LEAD Public Schools (LEAD) will continue to ensure equitable access to, and participation in, its Federally assisted program for students, teachers, and other program beneficiaries with special needs, including removing those barriers that can impede equitable access or participation through gender, race, national origin, color, disability or age. **LEAD not only encourages and aggressively seeks employment applications and student enrollment from persons who are members of groups that traditionally have been underrepresented based on race, color, national origin, gender, age, or disability, but also makes exhaustive efforts to create leadership/development teams representative of the population they serve.**

LEAD’s strategy for recruiting staff with an unwavering commitment to providing a high quality education who also represent the students and community they serve, includes a number of key efforts: *Recruiting Through Community Relationships*. LEAD works with the national and local educational community to reach out to candidates who meet expectations in the job descriptions and who are interested in LEAD’s innovative school model. LEAD works with instructional and school leaders throughout the nation, including our colleagues at the Tennessee Achievement School District (ASD), YES Prep, KIPP, Big Picture Company, New Schools Venture Fund, New Leaders for New Schools and others, as well as with local and community leaders to discover candidates where our schools are located.

In its current schools, LEAD has been successful in hiring staff that are both highly qualified and represent the community they serve as illustrated in the chart below:

Site	% of staff from under-represented groups	% of students from underrepresented groups	% students eligible for Federal Breakfast & Lunch Program
ALL LEAD Public Schools	34%	93.6%	93%

Recruiting and Providing Access for Students. LEAD is committed to serving and educating all students. The schools do not engage in any activities or selection processes that create barriers or discourage the entry of any student regardless of status. Outreach efforts include publicizing the school through: partners; students, alumni and family; community leaders and activists; community and social service organizations (health centers, family centers, etc.); existing feeder schools (public schools to the

LEAD Public Schools
GEPA 427

extent possible, charter and private); places of worship; businesses, libraries, local media, especially the minority press; neighborhood clubs; and cultural institutions. Other efforts include community meetings, advertisements, public service announcements, home meetings, and neighborhood canvassing. Recruiting and application materials are available in English, and other languages as necessary so that English Language Learners and their families are easily able to apply.

Once students are enrolled, LEAD schools provide accommodations to meet all students' needs, from special education evaluations and academic modifications to learning English as a Second Language. LEAD does and will continue to comply with applicable requirements and city, state, and federal policies regarding equitable access for students. LEAD works to eliminate other barriers that might prevent a student from enrolling and attending school, including requiring transcripts, transfer documents, and medical records for initial enrollment. Students' academic, financial, family and housing status will remain private and confidential. LEAD is also committed to making sure the physical school learning spaces meet all State and Federal school and public building codes as required and there are no physical barriers to access to any part of the school. As individual student and family needs arise on any school issue, staff members at each school develop a plan to ensure those needs are met.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION LEAD Public Schools, Inc.	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: <input type="text" value="Adrienne"/> Middle Name: <input type="text"/>
* Last Name: <input type="text" value="Useted"/>	Suffix: <input type="text"/>
* Title: <input type="text" value="Chief Operating Officer"/>	
* SIGNATURE: <input type="text" value="Adrienne Useted"/>	* DATE: <input type="text" value="07/21/2014"/>

Abstract

The abstract narrative must not exceed one page and should use language that will be understood by a range of audiences. For all projects, include the project title (if applicable), goals, expected outcomes and contributions for research, policy, practice, etc. Include population to be served, as appropriate. For research applications, also include the following:

- Theoretical and conceptual background of the study (i.e., prior research that this investigation builds upon and that provides a compelling rationale for this study)
- Research issues, hypotheses and questions being addressed
- Study design including a brief description of the sample including sample size, methods, principals dependent, independent, and control variables, and the approach to data analysis.

[Note: For a non-electronic submission, include the name and address of your organization and the name, phone number and e-mail address of the contact person for this project.]

You may now Close the Form

You have attached 1 file to this page, no more files may be added. To add a different file, you must first delete the existing file.

* Attachment:

LEAD Public Schools, Inc.

531 Metroplex Drive, Suite A-200

Nashville, TN 37211

Adrienne Useted

Chief Operating Officer

[REDACTED]

[REDACTED]

LEAD Public Schools: A Music City Partnership – Scaling District Charter Conversions

Abstract

LEAD Public Schools (LEAD) is a non-profit charter management organization located in Nashville, Tennessee. LEAD operates 4 charter schools that currently serve 1,600 students in grades 5-12, including two district/charter conversion campuses. The goals of this project are to address educational inequity in Nashville by transforming chronically low performing schools into high performing charter schools. The project is an extension of existing school transformation partnerships with the local district, Metro Nashville Public Schools (MNPS), and the Tennessee Achievement School District (ASD).

Expected Outcomes: The project will create/transform 5 schools and serve 3,000 students with a rigorous college preparatory education.

Project Contributions: The project is expected to serve as an example of district charter collaboration that can be replicated in other districts.

Project Narrative File(s)

* **Mandatory Project Narrative File Filename:**

Add Mandatory Project Narrative File

Delete Mandatory Project Narrative File

View Mandatory Project Narrative File

To add more Project Narrative File attachments, please use the attachment buttons below.

Add Optional Project Narrative File

Delete Optional Project Narrative File

View Optional Project Narrative File

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A. QUALITY OF THE ELIGIBLE APPLICANT

Why we do this work at LEAD Public Schools in Nashville, Tennessee..... 1

CSP Competitive Priority.....

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Preface – Why we do this work

The day started early on April 28 for Jamila Hill. Jamila, a senior at LEAD Academy, was eager to graduate and attend Spelman College in Atlanta in the fall. But on this day her attention was focused on introducing former President Bill Clinton, someone she admits probably needed no introduction. Jamila is one of the students who, in 2007, entered the newly opened LEAD Academy as a 6th grader, drawn to the school's mission to do "Whatever It Takes" to graduate every student and send them to college. For the past seven years, every day, every teacher, and every project has reinforced her belief that college is the goal. In her introduction, Jamila likened her neighborhood to Mr. Clinton's 1950's Hope, Arkansas: "In my neighborhood, it was rare to see kids like me go to college and do amazing things. And in that way, we are similar: My classmates and I share our keynote speaker's determination and his relentless pursuit of excellence. Like him, we refuse to let income or geography dampen our spirits or dictate our destiny." Eighty-four percent of LEAD Academy's seniors will be first-generation college attendees, while 82% come from low-income families. Jamila and her classmates have proven their dedication to academic excellence and on that day they shared their college choices and their dreams for the future – with each other and with Mr. Clinton. Media was limited and invitation only with the majority of seats reserved for all 1200 of our students and their family members. Because on this day, students who thought they might not make it out of high school were announcing their acceptance to some of our nation's top colleges and universities and in order to build the college culture we seek we wanted students and families there more than anyone else. It was not about the ceremony, outside attention, or even about the inspiration conveyed by a former president. It was all about the kids. Please see the 3 minute video of this event here: www.100percentstory.org

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Absolute Priority: Experience Operating or Managing High-Quality Charter Schools.

The proposed project by LEAD Public Schools, which currently operates four high-quality charter schools, will provide for the replication or expansion of additional high-quality charter schools. Our original school, LEAD Academy, recently graduated its first senior class and 100% were accepted to a 4-year college or university. In 2011 this school was recognized as a Reward School for growth, an award given to schools at the top 10% in the State of Tennessee (2011 TN Report Card). Results on the 2014 End of Course exams at this campus exceed the state average on 5 of 7 tests - irrespective of demographics (we provide additional information in the narrative). When subgroups are compared, our students vastly outperform their disaggregated counterparts in Nashville. Please refer to the “LEAD Public Schools Student Academic Achievement” Attachment.

Our second school, Cameron College Prep, conducted in partnership with Metropolitan Nashville Public Schools (MNPS) is the first conversion school in Tennessee history and it has been a great success. Since 2011 when the conversion began this school has grown proficiency rates from the bottom 5% of the state to a level where we are approaching the state average, while in beating the state in serving students with disabilities. This school is on track to reach the top 25% of schools in the state within 5 years. Please see Cameron College Prep Data in the Attachment titled “LEAD Public Schools Student Academic Achievement Data.”

LEAD’s third school, Brick Church College Prep, a conversion school conducted in partnership with the TN Achievement School District (ASD), in just 2 years has already moved this school from the bottom 5% of schools to the middle third of school in the state. This school is on track to be in the top 25% of schools in the state within five years as well - meeting the ambitious goals set out by the TN Achievement School District. Please see Brick Church

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College Prep Data in the Attachment titled “LEAD Student Academic Achievement.”

Our newest middle school, LEAD Prep Southeast, is the highest performing middle school in our network and is also a Level 5 school in terms of growth. As the data demonstrates, LEAD continues to improve each year as we open and operate more high quality schools – keeping us on track to ensure we are getting better as we get bigger and are becoming more effective as we achieve scale.

Application requirement m. Current school information

LEAD Public Schools - 2013-2014 School Year		
School	Entity and Authorizer	Logo
<p>LEAD Prep Southeast—Founded in 2013 531 Metroplex Drive, Nashville, TN 37211</p> <ul style="list-style-type: none"> • Chris Elliott, School Director • Serves 55 students in Grade 5 • 95% Free and Reduced Lunch; 20% ELL • NCES 470318002286 • TN School Code 198013 	<p>Operator: LEAD Prep Southeast, Nonprofit LLC Authorizer: Metropolitan Board of Public Education for Nashville and Davidson County</p>	
<p>Brick Church College Prep—Founded in 2012 2835 Brick Church Pike, Nashville TN 37207</p> <ul style="list-style-type: none"> • Edon Katz, School Director • Serves 179 students in Grades 5-6 • 88% Free and Reduced Lunch; 28% Sp. Ed. • NCES 470318001400 • TN School Code 190063 	<p>Operator: Brick Church College Prep, LLC Authorizer: Achievement School District (ASD)</p>	
<p>Cameron College Prep—Founded in 2011 1034 1st Avenue S., Nashville, TN 37210</p> <ul style="list-style-type: none"> • Tait Danhausen, School Director • Serves 450 students in Grades 5-7 • 97% Free and Reduced Lunch; 30% ELL • NCES 470318002260 • TN School Code 198010 	<p>Operator: Cameron College Prep, Nonprofit LLC Authorizer: Metropolitan Board of Public Education for Nashville and Davidson County</p>	

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<p>LEAD Academy Middle School—Founded 2007 1015 Davidson Drive, Nashville TN 37205</p> <ul style="list-style-type: none"> • Nic Frank, School Director • Serves 317 students in Grades 5-8 • 96% Free and Reduced Lunch; 15% Sp. Ed. • NCES 470318002286 • TN School Code 19803 	<p>Operator: LEAD Academy, Nonprofit LLC Authorizer: Metropolitan Board of Public Education for Nashville and Davidson County</p>	
<p>LEAD Academy High School—Founded 2007 1704 Heiman Street, Nashville, TN 37208</p> <ul style="list-style-type: none"> • First class of graduates in June 2014 • LaVoe Mulgrew, School Director • Serves 219 students in Grades 9-12 • 82% Free and Reduced Lunch; 15% Sp. Ed. • NCES 470318002286 • TN School Code 19803 	<p>Operator: LEAD Academy, Nonprofit LLC Authorizer: Metropolitan Board of Public Education for Nashville and Davidson County</p>	

LEAD campuses have historically had high growth (value added) scores that exceed the district and state averages. The 2014 growth rate at each of our two conversion schools is Level 5, the highest quintile in the state.

Growth Rankings of LEAD Campuses

School	State of TN 2014 Growth Ranking TVAAS Composite (Scale of 1-5)
LEAD Academy – Founded 2007	Level 4
Cameron College Prep – Founded 2011	Level 5
Brick Church College Prep – Founded 2012	Level 5
LEAD Prep Southeast – Founded 2013	Level 5

Source: Tennessee Valued Added Assessment System www.tvaas.sas.com Note: Data is embargoed until August 2014. Level 5 is highest growth rank attainable in TN.

Competitive Preference Priority 1 – Low-Income Demographic. (76 FR 40900) (0 or 10 points) A least 60% of all students are individuals from low-income families.

LEAD Public Schools have always served and continue to serve a high rate of low-income students. The chart below evidences the FRL rates at each of our campuses.

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2013-2014 LEAD Public Schools vs. MNPS % of Students Qualified for Free and Reduced Lunch		
	LEAD Public Schools	MNPS
LEAD Academy	88%	
Brick Church College Prep	97%	
Cameron College Prep	96%	
LEAD Prep Southeast	87%	
Totals	92%	72%

Competitive Preference Priority 2 – School Improvement. (76 FR 40900) (0 or 4 points)

LEAD’s proposed replication of 5 high-quality charter schools will continue its groundbreaking partnership with Metropolitan Nashville Public Schools (MNPS) and the Tennessee Achievement School District (ASD) to transform low-performing schools into high-performing charters serving the same zoned enrollment populations. In 2011 LEAD was the first charter operator in Tennessee to partner with a district (MNPS) to do a charter transformation of a low performing Priority School (defined as a “bottom 5% school”) when LEAD was granted authorization to turn Cameron Middle School into Cameron College Prep. This highly successful transformation is entering its 4th year. It was designed in deep partnership with MNPS and was unanimously approved by the MNPS local school board as a prominent step in their ongoing effort to execute a portfolio strategy for transforming the district. MNPS and LEAD Public Schools are signatories to the Gates Foundation’s District/Charter Compact and Nashville was one of the first 11 cities to execute the Compact.

Our second conversion school was done in partnership with the Tennessee Achievement School District (ASD) and has served as a further example of our commitment to partnership – bringing LEAD, the ASD and the local district, MNPS, into collaboration around

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this conversion. The transformation of Brick Church Middle School into Brick Church College Prep is entering its 3rd year. These two conversions schools, one entering its 4th year and the other entering its 3rd year, create the foundation and model for the additional conversion schools for which we seek support through this proposal. This partnership model is based on implementing proven academic and structural interventions to serve students attending schools that have been identified for improvement, corrective action, closure, or restructuring and are intended to retain their zoned enrollment boundaries – meaning any student with proof of address may enroll at any time of the year.

Competitive Preference Priority 3 -- Promoting Diversity. (76 FR 40900) (0 or 5 points)

LEAD agrees with the Supreme Court that “racially diverse schools provide incalculable educational and civic benefits by promoting cross-racial understanding, breaking down racial and other stereotypes, and eliminating bias and prejudice.”

(<http://www2.ed.gov/about/offices/list/ocr/docs/guidance-ese-201111.pdf>.)

LEAD uses only race-neutral approaches in choosing school locations and student recruiting and strives to hire highly qualified staff who mirror the racial makeup of our student population. Two of our campuses are among the most diverse in the district. Cameron College Prep is roughly 1/3 Latino, 1/3 White, and 1/3 African American. LEAD Prep Southeast is 40% Latino, 30% White, and 30% African American.

LEAD demonstrates a record of and an intent to continue taking active measures to promote student diversity, including racial and ethnic diversity, students with disabilities, and English Language Learners at rates comparable to the rate to those of students served in surrounding public schools. The chart below describes how various subgroups compare to overall percentages across the district in Nashville. LEAD makes every effort to ensure its

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student populations are equally or more diverse than the district, but acknowledges the effects of the original charter law in Tennessee (until 2011 the law only allowed low-income or students attending failing schools to enroll in charter schools). Since that time LEAD has begun to see shifts in our demographics.

Demographic Comparison		
	LEAD Public Schools CMO	Metro Nashville Public Schools
Free & Reduced	92%	72%
English Language Learners	12%	15%
Special Education	15%	12%
Ethnic/Racial Minority	83%	64%
Languages spoken	26	50+

In LEAD Public Schools, 36% of all staff members are underrepresented minorities.

Competitive Preference Priority 4 -- Promise Zones. This project will not take place in a Promise Zone.

Competitive Preference Priority 5 – Novice Applicant.

LEAD Public Schools has neither applied for nor received a Replication and Expansion of High-Quality Charter Schools grant (CFDA 84.282M). Several of our campuses have previously utilized startup funds through Title Vb or School Improvement Grant sources.

SELECTION CRITERIA

(a) Quality of the eligible applicant. (76 FR 40898) (50 points)

Summary of the Project Narrative

A Music City Partnership – Scaling District Charter Conversions

LEAD Public Schools, the first CMO in Nashville, was founded on the belief that any student can achieve at high academic levels if given the opportunity. Our first school, LEAD Academy, made the bold statement that 100% of our graduates would be accepted to a 4-year college or university and this past spring we met this audacious goal. Former President Bill Clinton honored LEAD with us at our Senior Signing Day event.

The achievement gap gets the most attention, but LEAD believes the real issue is the opportunity gap – the opportunity for each child to attend a high quality school. LEAD is committed to being part of the solution and has committed to double the number of low-income Nashvillians that graduate high school prepared to succeed in college and beyond. LEAD currently enrolls 1,600 students and existing capacity at full enrollment is 3,620 students.

LEAD has made the commitment to graduate 500 college ready seniors per year which will nearly double the rate of low income Nashvillians who graduate from high school college ready. Only by replicating our success with additional schools in neighborhoods that need quality schools the most can we meet our commitment to prepare 500 college ready graduates annually. *To meet that goal we are seeking expansion and replication support of \$4,000,000 through this grant to enable us to grow our future enrollment from 3,620 students to 6,620 students.*

Our expansion work is based on a commitment to partner with the local district, Metro Nashville Public Schools (MNPS), and the Tennessee Achievement School District (ASD) to

LEAD Public Schools: A Music City Partnership – Scaling District Charter Conversions

operate our existing charter schools and to convert additional district schools to high performing charter schools. Our second school, Cameron College Prep, was the first district/charter conversion in the State and has served as the prototype (phase-in new management/phase-out former management) for the work of nearly half of the charters in the entire state collaborating with the Achievement School District to transform schools in the bottom 5% to the top 25% in five years. Our work of partnering with the district is a model for the rest of Tennessee and we believe that transforming the lowest performing schools in the State will be done successfully through conversions and the development of key charter management organization/district partnerships in each of Tennessee's major cities.

To address the educational inequities in Nashville and serve the community's demand for high-quality public schools, LEAD Public Schools respectfully requests \$4,000,000 in funding (\$800,000 x 5 schools) for the following initiatives:

1. Open two charter/district conversion schools (one in 2015 and one in 2016) to transform each from a bottom 5% school into a top 25% school within 5 years. The charters for these schools have already been approved by the Tennessee Achievement School District (ASD), and we are awaiting confirmation in August 2014 of which schools will inhabit the newly revised "bottom 5%" list – the list from which the conversion schools will be selected.
2. Open a high school in 2016 to accommodate, among others, the students currently enrolled in Cameron College Prep middle school. This school is not chartered for high school grades and it's imperative that we provide our Cameron students with the opportunity to matriculate to a high-quality high school.
3. Open two charter/district conversion schools (both in 2017) in partnership with Metro Nashville Public Schools (MNPS). Depending upon which schools MNPS makes available for

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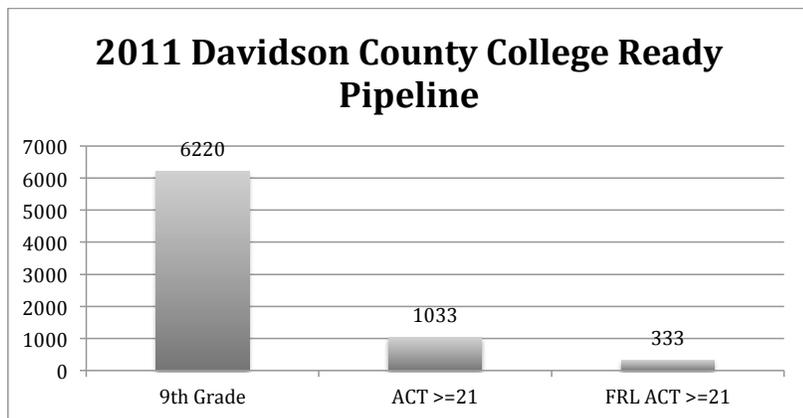
conversion, the schools will be either middle or elementary schools.

SCHOOLS	Student Capacity	Launch Year
<i>Existing Schools</i>	<i>3,620 Students</i>	
New Schools:		
1 - Charter Conversion (ASD)	600 Students	2015
2- Charter High School (MNPS)	600 Students	2016
3 - Charter Conversion (ASD)	600 Students	2016
4 - Charter High School (MNPS)	600 Students	2017
5 - Charter High School (MNPS)	600 Students	2017
Total - CSP Replication and Expansion	3,000 Students	
Total Student Enrollment After CSP Replication and Expansion	6,620 Students	

Nashville’s Need for High Quality Schools. Like many capital cities, Nashville has low test scores, low college ready rates, and a non-random distribution of high quality schools. While the City has made gains in recent years in proficiency rates at the middle and high school levels on state mandated exams, the percentage of high school graduates who are college ready (ACT score of 21 or higher) has not improved in years. There are more than 6,000 9th graders in any given year, 4,000 of whom are low-income. Four years later, only 300 of the 4,000 low-income students attain a 21 or higher on the ACT. Excluding the selective enrollment academic magnet schools, which together produce about 100 low income graduates with ACT scores of 21 or higher, the number falls to approximately 200 annually. For a parent of an 8th grader in Nashville who does not get into a selective enrollment magnet school or a LEAD school, the odds of their son or daughter being college ready is less than 7%.

Please see the section titled the Educational Crisis in Nashville in the Attachment, LEAD Public

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Note: Chart based on data provided to LEAD Public Schools by MNPS.

In financial terms, with a current average annual district budget of \$750,000,000 and only 1,033 college ready ACT scores each year, the cost of a college ready high school graduate in Nashville is \$60,500 per year. LEAD Public Schools, with support through this grant, will expand to serve 6,620 students and at full enrollment is projected to produce 500 college ready seniors annually. At a projected annual cost of \$12,000 per student (over \$2,000 higher per student than current levels), this produces an annual budget for LEAD Public Schools of \$79,000,000 and an average annual cost per college ready graduate of \$13,000 per year. This inefficiency calls for a scaled solution: LEAD Public Schools intends its work of partnering with the district on conversions to set the stage for additional CMOs to join in this work and help us transform Nashville through the creation of high-quality neighborhood schools for every child and radically increase the number of low-income college ready graduates.

Theory of Change

Our theory of change is based on three key elements. First, we must continue to develop and refine our school model so we are able to deliver a consistent, high performing network of schools. We must perform as we get bigger, which we have demonstrated through our first phase of growth. In fact, our newest schools are showing academic growth at higher rates earlier in their life cycle than our original highly successful school, LEAD Academy.

The second key element is to develop a partnership with the local district that has both the need for school transformation and the willingness to provide low cost occupancy to existing facilities. In Nashville, LEAD was the first charter school to secure a lease rental space in 2010; since that time five other charter school operators have secured district space for their schools. Our work to partner on conversions provides full access to an operating facility in return for accepting the zoned enrollment population, allowing for a long term home as well as greater financial sustainability due to reduced long-term facilities costs. We now have two such conversions under way, and both schools are projected to be sustainable before reaching full enrollment.

Third, and perhaps most important in the long run, is our effort to create a prototype, not just for school transformation, but for charter/district partnerships that has encouraged other CMOs to enter the conversion work, and other districts to embrace charters as a strategic part of their portfolio of schools. Recently, we have seen additional CMOs come to Tennessee to partner with the ASD in Memphis. In the past year, MNPS has specifically sought applications for turnaround or conversion schools. By setting the stage and helping the district learn to work effectively with and embrace CMOs, LEAD is helping Nashville create a partnership model that accelerates efforts to provide all children with a high quality school.

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Application Requirement (d): Educational Program

At LEAD Public Schools we believe that every student has the potential to graduate from high school, attend a 4-year college/university, and commit to adopting a “*Whatever it Takes*” attitude toward making this a reality. It is the vision of LEAD that 100% of our students will graduate from high school and be accepted to a 4-year college/university. Our first graduating class – the Class of 2014 - met this bar and at this time we have 100% college persistence with this group of seniors. This is our north star for making decisions about our educational model and the culture we carefully and intentionally develop at each campus. Based on success of LEAD’s four schools, we believe we have a proven educational model and the organizational strength to produce additional high performing schools that consistently and effectively implement the LEAD Model.

Elements of the LEAD Model. Each school may serve its community in unique ways. Still, all LEAD campuses are required to carefully implement the primary design elements of the LEAD Model. These elements are:

1. Small school size of approximately 100 – 150 student pre grade committed to serving all types of students, including special education, students with disabilities and ELL.
2. High expectation, high performance, college-focused culture
3. Integrated 5-12 academic program that supports structured interaction between middle and high school students
4. Extended school day and year
5. Saturday school and summer school
6. Annual community service requirements for students

7. Annual college trips for every grade
8. Daily student advisories (known as Crew) led by a teacher advisor
9. Commitment to authentic instruction and assessment and the LEAD Common Core Frameworks for ELA and Math (aligned with EngageNY.org) in addition to a robust electives and athletics program
10. Commitment to college counseling and support to LEAD graduates through college

All Students Meet Academic Achievement Standards. LEAD staff is data-driven, results-oriented and accountable for student progress in the classroom. The LEAD culture is one of constant reflection and improvement, and is our guiding light. All staff and students strive to live our ETHOS: Committed, Courageous, Self Reliant, Disciplined, Service to Others. LEAD schools implement all provisions of state and federal laws that are applicable to charter schools, including the use of effective methods and instructional strategies that are based on scientific research that strengthens the core academic program, meeting its annual goals, publicly reporting the school's academic progress and reaching and teaching students with a diversity of learning styles. LEAD also provides extended learning for students falling behind who need extra help; these students participate in all assessments required by the State of Tennessee.

Alignment with District and State Standards. The goal of LEAD's standards, curriculum, and assessments is to ensure student success. Accordingly, the LEAD curriculum and instructional methods begin with the Metropolitan Nashville Public School District (MNPS) and Tennessee state standards. The school uses information from all assessments to refine curriculum and classroom practices to ensure that the school can respond to the needs of individual learners. LEAD has recently retooled its entire curriculum framework in anticipation of the Common Core and is well underway in its efforts to train teachers and

deliver a common core aligned instructional model.

Staff Professional Development. To ensure that they meet their academic and character development goals, instructors at LEAD create meticulous lesson and school-wide plans. Training for using the LEAD Curriculum Framework begins with three weeks of teacher preparation each summer and continues through the year with structured professional development weekly and once a month through the school year. Content and Grade level teams meet regularly and our home office Academic Team is constantly reviewing and revising our materials.

Curriculum. The LEAD curriculum is founded on the idea of performance—the ability to “effectively and wisely use what we know, in context and apply our knowledge and skills effectively in realistic tasks and settings” (Bloom, 1956). We define curriculum to include those courses, activities, and experiences that satisfy our matriculation standards, graduation requirements, responsible living goals and expectations, and mission statement. It affords our students opportunities to engage experts in the field, participate in community service projects and learning expeditions, intern in local businesses and learn to live a healthy lifestyle. Results have shown that our curriculum accomplishes the following:

1. Ensures consistency: students and instructors will change, but the curriculum represents the one constant within the academic program;
2. Outlines what must be taught and when, providing a “road map” for instructors
3. Outlines “the what;” instructors are expected to figure out “the how.” The job of the School Director and Instructional Team is to ensure “the how” is effective (accountability)
4. Introduces a tightly written sequence of instruction
5. Maintains a balance of skills AND content; the team must ensure one is not being

compromised for the sake of the other

Assessments. Our curriculum emphasizes regular formative and summative assessments as well as the frequent and required use of data to increase student achievement. It incorporates pacing plans, which prepare staff and students for internal benchmark assessments. NWEA/MAP complements our focus on state testing cycles and provides a national benchmark for school and student growth (See the Attachment “LEAD Public Schools Academic Achievement Data.” This program is designed to prepare students not only for successful high school graduation but also for careers they find enjoyable, challenging, and stimulating.

Proficiency in core subject areas are based on grade-level and course expectations for rigorous standards. LEAD classrooms engage students in developing clear understandings of criteria for high performance, how to judge and improve their own work – so that students know how good is good enough for proficient and advanced performance. Furthermore, the LEAD curriculum and standards are based on research that says that today’s graduates need: 1) stronger math and science skills, 2) stronger verbal and written communication skills, 3) the ability to work in teams, and 4) a strong work ethic.

Critical Thinking Skills. LEAD has made a conscious attempt to give our students more than abstract “critical thinking skills.” Our content-rich curriculum stresses vertical (5th - 8th) and horizontal (within classrooms at grade levels) continuity so that student knowledge grows consistently and progressively from grade to grade. Each of the core subjects are stressed, with every student in 5th - 8th grade receiving at least 140 minutes of daily instruction in Reading/Language Arts and 70 minutes in Math.

LEAD’s approach to instruction emphasizes high achievement through active learning,

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character growth, high expectations, and authentic learning. Approaching instruction and learning in this fashion has been proven to create a school culture in which the curriculum is active and motivates students to go deeper, work harder, and do more than they thought they could. At LEAD schools, instruction is based on results-oriented, authentic instruction where instructors utilize multiple forms of instruction—direct and authentic instruction, Socratic seminar, learning expeditions, technology-based learning and instruction, group learning, and student-led workshops—to ensure that textbooks are used as a resource not a syllabus.

- Direct Instruction: This rigorously developed, highly scripted method is fast-paced and provides constant interaction between students and teacher. It is employed with students who struggle with the basics of math and literacy/reading to bring them up to grade level.
- Authentic Instruction: This method helps students construct meaning and produce knowledge, use disciplined inquiry to construct meaning, and aim their work toward production of discourse, products, and performances that have value or meaning beyond success in school.
- Socratic Method: This engaging technique forms the structural backbone of the curriculum, employed to extend student thinking and force students to probe the content at a much deeper level. The Socratic Method, combined with a constructivist approach to learning that emphasizes hypothesis testing, exploration, discovery and conclusion-making, builds on the knowledge our students acquire at the lower and middle school.
- Service Learning in the Real World: This approach emphasizes career exploration through community based service projects to help students learn teamwork, perseverance, and compassion. These projects often involve adult mentors and capture students' interest through real-world projects.

➤ Technology: The use and application of a variety of technological applications supports and prepares our students for success in college. Our campuses are rapidly moving to 1:1 computing environments. LEAD provides blended tools for all students in reading and math and use Google Apps so that they have the skills to publish academic work on a local server and the World Wide Web. Students are required to use word processing, database, spreadsheet, and presentation applications as tools in their oral and written work. Graphing calculators and software packages for data collection are incorporated into mathematics and science instruction.

Attention to Each Individual Student. All students participate in a gender based Crew (Advisory) where they receive social and emotional support and work on projects connected to each element of our Ethos. Crew is a defining element of the LEAD Experience for students and develops the character and experience to succeed in the real world and navigate life's challenges.

Application Requirement (g): Parent and Community Involvement

Community Involvement in Planning, Program Design and Implementation. Educating our youth is a responsibility that must be shared by the community as a whole. Even prior to approval and public announcement of the new schools' development and opening dates, the LEAD CEO and Director of Enrollment, along with the School Director (when hired), engage with the community and reach out to parents, community leaders, elected officials, local clergymen, etc. to personally listen, learn, and collaborate. Community leaders and influencers include business and church leaders, community activist groups, and neighborhood and business associations. LEAD has a long list of community and corporate partners that support our work at

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each campus. Long term partners include Rotary International, YMCA, PENCIL Foundation, TN College Access and Success Network, Centerstone, CapStar Bank, various churches, and of course Vanderbilt, Lipscomb, and Belmont Universities.

Family Engagement: LEAD commits to integrating parents/guardians into all aspects of their students' education experiences. Parents are invited to volunteer at all LEAD schools and multiple parent events are held each year. All students, parents, and staff sign a commitment form evidencing their support of our mission and their individual responsibilities to it. The primary focus of parent involvement is for their child's academic achievement and overall school improvement. Parents are encouraged to complete parenting, English, and other classes the school may offer as well as attend college and financial aid workshops held at each school. Parents have many additional opportunities to volunteer including: assistance in the office, supervision before and after school, at lunch, during fieldtrips and school events, fundraising, and attending parent workshops, meetings, and community events.

A.1. The degree, including the consistency over the past three years, to which the applicant has demonstrated success in significantly increasing student academic achievement and attainment for all students, including, as applicable, educationally disadvantaged students served by the charter schools operated or managed by the applicant (20 points).

Current Schools in the LEAD Public Schools Network

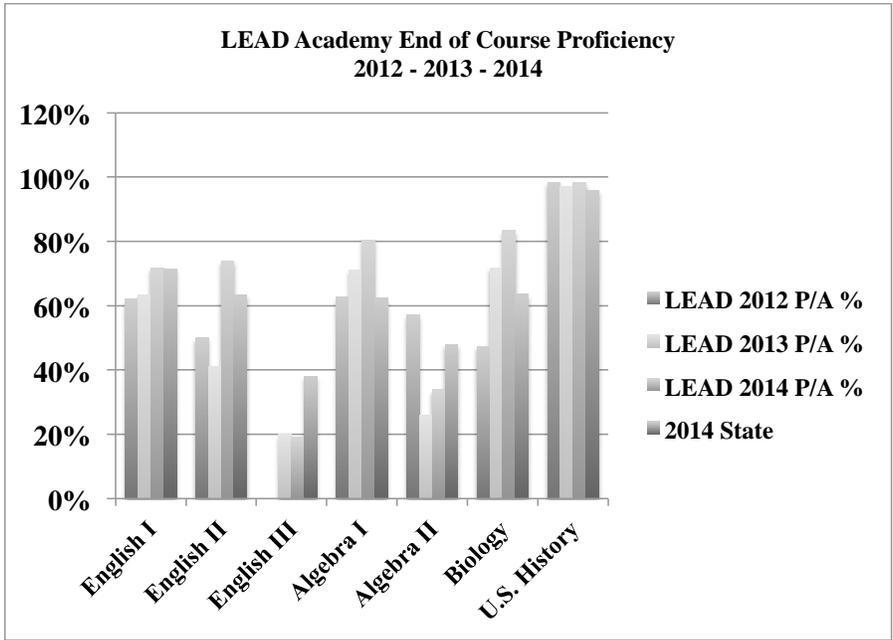
The Tennessee Value Added Assessment System (TVAAS) ranks every school in the state based on growth quintiles. All of LEAD's campuses exceed the state norm for growth and three are in the top quintile (top 20%) in the state.

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School Profile	TN Growth Rating www.tvaas.sas.com	Grades Served
LEAD Academy 88% Free/Reduced Lunch (FRL) 16% Sp. Education	Level 4	5-12
Cameron College Prep 97% Free/Reduced Lunch (FRL) 30% English Language Learners 15% Sp. Education	Level 5	5-8
Brick Church College Prep 96% Free/Reduced Lunch (FRL) 28% Special Education	Level 5	5-7 (will grow to 5-12)
LEAD Prep Southeast 87% Free/Reduced Lunch (FRL) 20% English Language Learners	Level 5	5-6 (will grow to 5-12)

Note: Level 5 Growth is the highest quintile in Tennessee. Source: tvaas.sas.com (data embargoed until August 2014)

LEAD Public Schools’ existing four schools have all shown significant growth and achievement on an overall basis and also for disaggregated subgroups. LEAD Academy High School End of Course data for the last three years is shown below and exceeds the state proficiency rates on 5 of 7 exams. When compared to the 17 high schools in Nashville, LEAD Academy’s performance is exceeded only by Nashville’s three selective enrollment magnet schools.



Nashville Graduation Rates by Subgroup

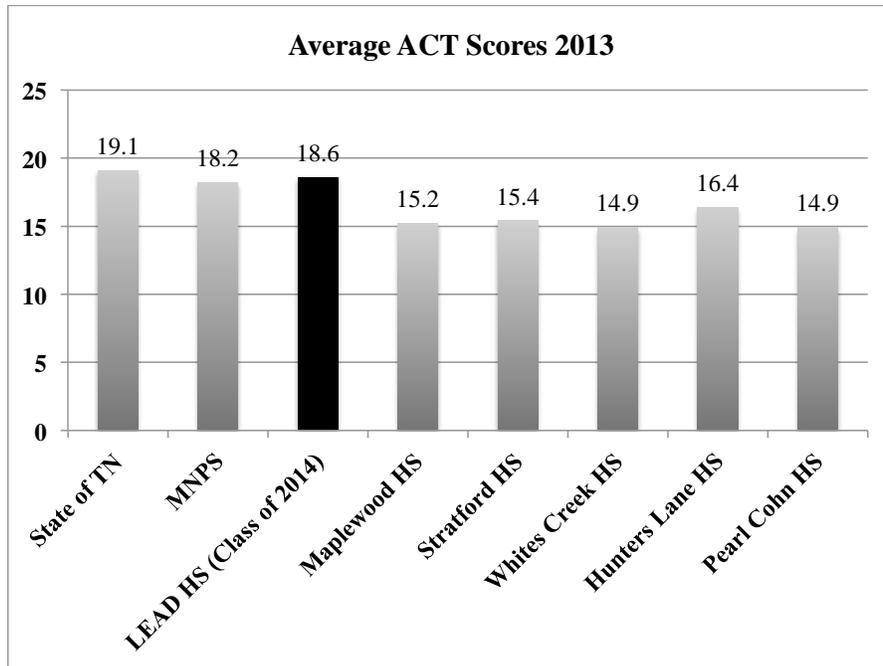
2013	White	African American	Economically Disadvantaged
Tennessee	90%	78%	82%
Davidson County	79%	76%	72%
LEAD Academy 2014*	100%	92%	94%

Source: http://www.tn.gov/education/data/download_data.shtml

NOTE: LEAD Academy had three students from the 2014 Senior class who have chosen to do a 5th year of high school in order to graduate. If we include them in the graduation rate above the rate would be 100% in total and for all subgroups, however in Tennessee such students are not allowed to be part of the calculation, but we feel it is a success to give students a fifth year if

necessary and will continue to do so as in support of our commitment to every student.

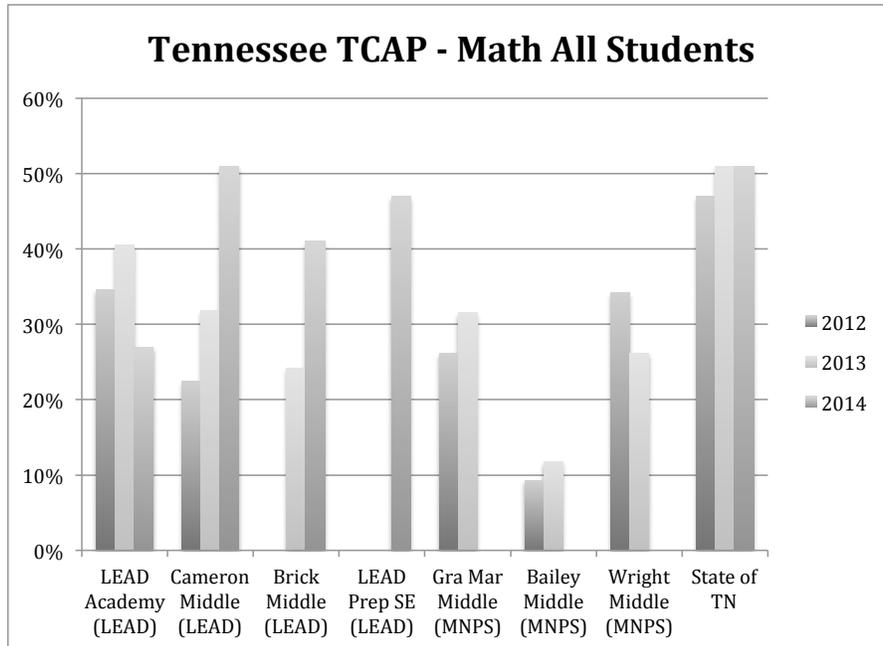
The state has not released comparative graduation rates for 2014, so this data must be considered self reported.



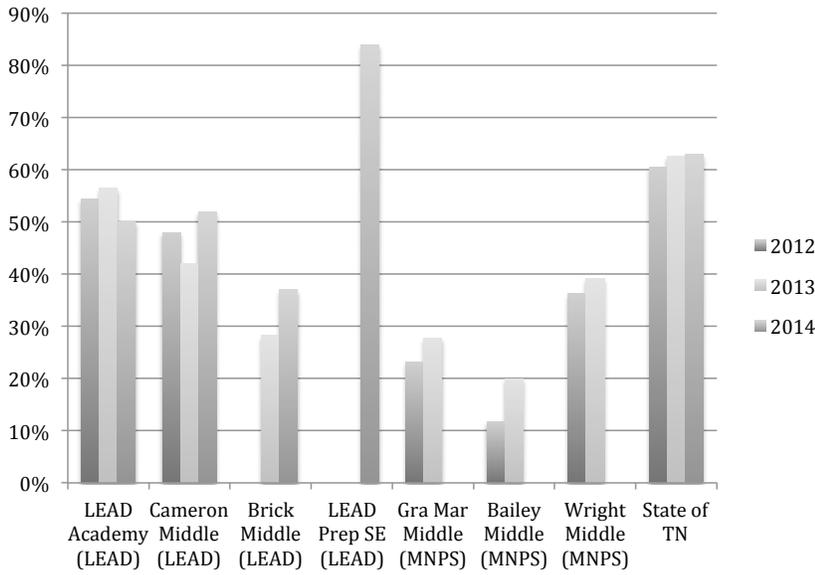
The vast majority of LEAD’s students would have attended the high schools listed in this chart (their zoned schools). LEAD students have significantly higher ACT scores than their counterparts in neighboring schools and exceed the district average as well.

LEAD middle school campuses are designed to take students with the greatest academic deficits in the city and bring them up to grade level, enabling them to succeed in our rigorous high school curriculum and graduate ready for college. Each of our schools begins in the 5th grade and accepts students by zoned enrollment preference or lottery. Prior to beginning a LEAD school in the 5th grade, average 4th grade proficiency rates for enrolling students range

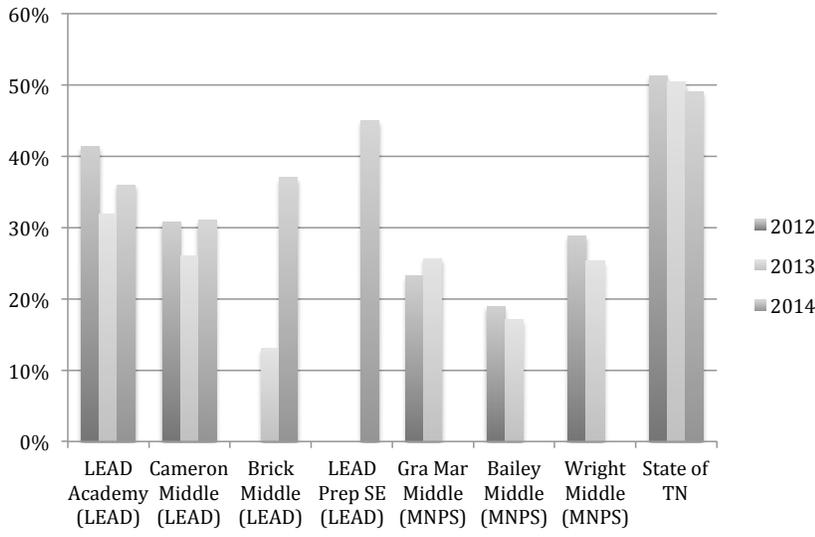
from 10% - 20% proficiency in reading and math. This means our schools must gain 30 – 40 percentage points (8 – 10 points per year) in overall proficiency rate increases to meet or exceed state averages. Three of our middle schools meet or exceed that goal, and the High School has shown that our model is effective in preparing college ready students at rates higher than the district and nearly the state (average ACT scores). The charts below evidence our middle school data in reading, math, and science. Comparative data is not yet available for 2014 and is embargoed until August.



Tennessee TCAP - Science All Students



Tennessee TCAP - Reading All Students



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This data shows the significant gains our students are making, particularly in our two conversion campuses, Brick and Cameron. Comparable MNPS (local district) middle schools that serve similar populations, are geographically close (Wright Middle), and are likely to be eligible for conversion (Gra Mar, Bailey) are shown to the right of the chart. Bottom 5% schools are typically evidence proficiency rates of 10% - 20%, and that is where Brick and Cameron stood at the beginning of our conversion efforts. It is evident that growth rates for LEAD schools are on track to exceed the state average in just a couple years.

(A) 2. Either--

- (i) The degree, including the consistency over the past three years, to which the applicant has demonstrated success in closing historic achievement gaps for the subgroups of students described in section 1111(b)(2)(C)(v)(II) of the ESEA at the charter schools operated or managed by the applicant, or
- (ii) The degree, including the consistency over the past three years, to which there have not been significant achievement gaps between any of the subgroups of students described in section 1111(b)(2)(C)(v)(II) of the ESEA at the charter schools operated or managed by the applicant and to which significant gains in student academic achievement have been made with all populations of students served by the charter schools operated or managed by the applicant (15 points).

LEAD Academy has one graduating class and this group shows significant progress in closing the achievement gap for low income and African American students.

Average ACT Scores

	Composite	English	Math	Reading	Science
2014 LEAD Academy	18.6	18.7	17.8	18.6	19.1

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2013 TN - Black/African American	16.3	15.5	16.4	16.3	16.5
2013 TN - All students	19.5	19.3	19.1	19.8	19.4
2013 MNPS	18.2	17.7	17.8	18.4	18.4

% Students Meeting the College Ready Benchmark

ACT 21+	Composite	English	Math	Reading	Science
2013-2014 LEAD Academy	30%	59%	18%	32%	16%
2013 National Black/African American		34%	14%	16%	10%
2013 National First-Generation		42%	22%	24%	17%
2013 National		64%	44%	44%	36%
2013 Tennessee		58%	29%	36%	27%
2013 MNPS		46%	19%	25%	18%

Source: ACT Condition of College and Career Readiness - 2013

National Report, State Reports - Tennessee

A. (3) The degree, including the consistency over the past three years, to which the applicant has achieved results (including performance on statewide tests, annual student attendance and retention rates, high school graduation rates, college attendance rates, and college persistence rates where applicable and available) for low-income and other educationally disadvantaged students served by the charter schools operated or managed by the applicant that are significantly above the average academic achievement results for such students in the State (15 points).

LEAD Academy ACT Scores evidence significant closure of the achievement gap for African American students and first generation students when measured against the college read

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benchmark of 21+. LEAD’s first senior class, which is 82% low-income and 86% first generation college goers, had an average composite ACT score of 18.6, slightly higher than the district and under the state average for all students by 0.9. Compared to all African American students in Tennessee, LEAD’s average composite ACT score was 2.3 points higher.

Application Requirement (n): Performance Data.

Graduation and College Rates

As shown below 100% of LEAD’s first graduating class is enrolling in college. We have a strong counseling program that tracks our students while in college and makes college visits to meet with them to ensure they have appropriate mentors and to provide social and emotional support as well as ongoing financial aid advice. As this support to our students expands we expect our persistence rates to remain high.

School	High School Graduates	Attending College	College Going Rate (%)
LEAD Academy Class of 2014	44	44	100%

LEAD Academy students outperform their state counterparts in a number of categories, primarily economically disadvantaged, students with disabilities, and African American populations. In math and science LEAD regularly outperforms the state in most subgroups but not always in reading. The strong subgroup performance of our high school indicates the acceleration work at our middle school is working and prepares students to succeed in the 9th grade and beyond.

The data below indicates evidences subgroup performance for two years (2014 comparative data is not yet available) and further details can be found in the Attachment LEAD Academic

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Achievement.

2011 - 2012 End of Course	English I		English II	
	Lead	State of	Lead	State of
	Academy	Tennessee	Academy	Tennessee
All Students	62%	66%	49%	60%
African Americans	62%	47%	49%	39%
Hispanic	*	56%	*	48%
Asian	*	79%	*	74%
White	60%	73%	*	68%
Economically Disadvantaged	58%	53%	45%	46%
Students with Disabilities	*	71%	20%	18%
English Language Learners	*	14%		

2011 - 2012 End of Course	Algebra I		Algebra II	
	Lead	State of	Lead	State of
	Academy	Tennessee	Academy	Tennessee
All Students	63%	60%	57%	33%
African Americans	63%	41%	57%	14%
Hispanic	*	53%		
Asian	*	84%		
White	50%	66%		
Economically Disadvantaged	61%	48%	46%	20%

Disadvantaged			
Students with Disabilities	50%	64%	*
English Language Learners	*	27%	

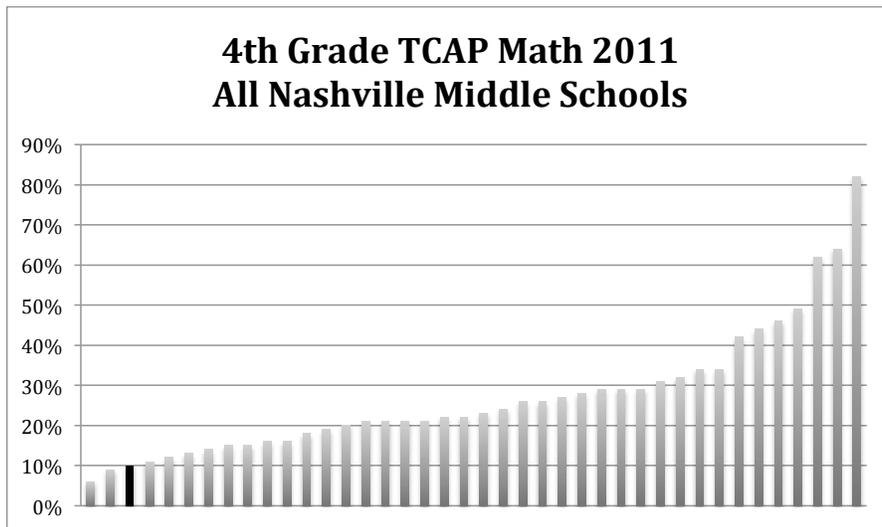
2012 - 2013 End of Course	English II		English III	
	Lead Academy	State of Tennessee	Lead Academy	State of Tennessee
	All Students	40.80%	59.50%	20%
African Americans	41.50%	37.80%	18.20%	20.20%
Hispanic	41.70%	47.90%	**	28.90%
Asian		74.50%		55.10%
White	**	67.80%		47.30%
Economically Disadvantaged	37.30%	45.20%	23.30%	26.80%
Students with Disabilities	10%	23.60%	**	7.60%
English Language Learners	**	13.80%		4.60%

2012 - 2013 End of Course	Algebra I		Algebra II	
	Lead Academy	State of Tennessee	Lead Academy	State of Tennessee
	All Students	71.10%	60.30%	25.80%
African Americans	71.80%	43.70%	21.80%	21.50%
Hispanic	**	56.30%	**	34.30%

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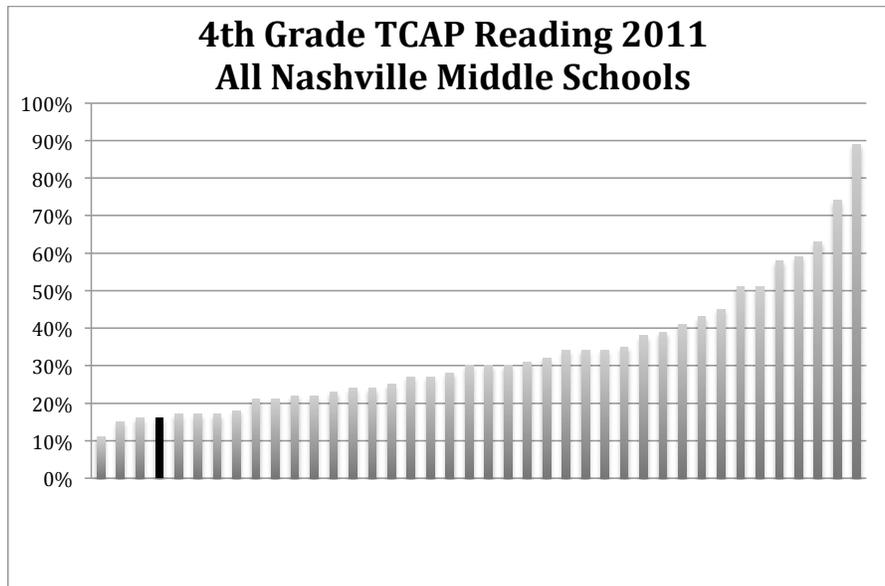
Asian		77.10%	**	70.20%
White	**	66.90%	**	49.10%
Economically Disadvantaged	73.80%	51%	22.40%	28.60%
Students with Disabilities	45.50%	27.60%	**	13.90%
English Language Learners	**	35.80%	**	17.10%

LEAD’s middle schools typically take a few years to close the achievement gap due to the fact that our students come to us with some of the largest academic deficits in the entire city. The chart below references incoming 4th grade proficiency rates across the city for each 5th grade cohort. **LEAD is the bar third from left that indicates our incoming 5th graders were only 10% proficient based on 4th grade TCAP.**



It is apparent that LEAD is serving and attracting the lowest performing (initially) 5th

graders in the city and the Reading data further confirms this. See chart below.



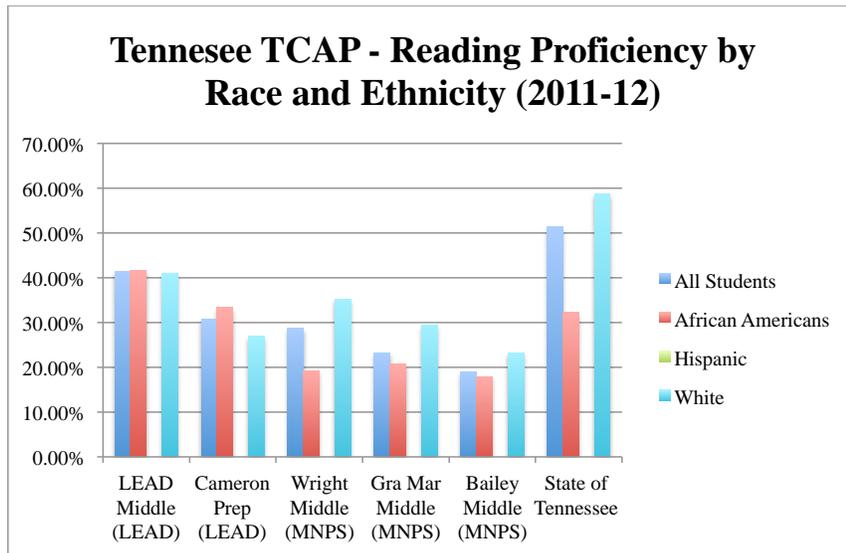
The two charts above show 4th grade proficiency rates of each 5th grade cohort across all middle schools in Nashville - Data provided by MNPS. **LEAD is the bar fourth from left that indicates our incoming 5th graders were only 15% proficient based on 4th grade TCAP.**

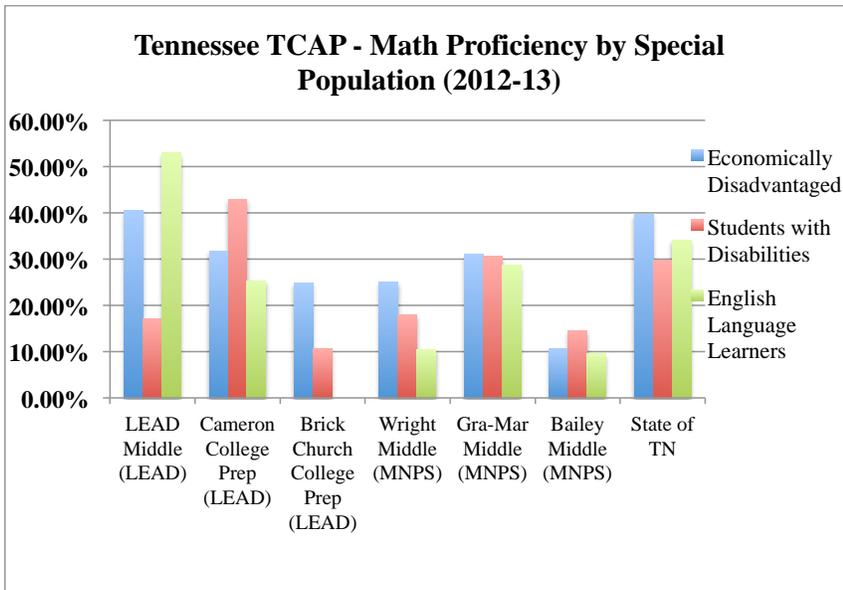
On a network wide basis our beginning academic deficits are extreme and it is the primary reason we feel compelled to do this work. At LEAD our goal is to rectify our students' academic deficits by the time they are in the 8th or 9th grade so they can fully participate in our college preparatory high school experience. Our first graduating class was similarly low as 5th and 6th graders and our strong growth rates support our approach. Further, as a small school the changes in ELL, and Sp. Ed. Students can have dramatic impacts on the disaggregated comparisons and we see the performance swing above and below the state out our middle schools from year to year. For ELL students, this is primarily relate to the fact that most have severe language

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development issues related to refugee status or time in country (typically less than one year).

The data represented below is for race and ethnic subgroups in reading and for special populations in math. Please see the Attachment LEAD Public Schools Academic Achievement Data for full subgroup reporting in 2012 and 2013. 2014 comparative and subgroup data is not yet available.





For additional subgroup analysis please refer to the information for 2012 and 2013 (2014 comparative data is not available yet) found in the Attachment “LEAD Public Schools Academic Achievement Data.”

(b) Contribution in assisting educationally disadvantaged students. (76 FR 40898) (10 pts)

The contribution the proposed project will make in assisting educationally disadvantaged students served by the applicant to meet or exceed State academic content standards and State student academic achievement standards, and to graduate college- and career-ready. When responding to this selection criterion, applicants must discuss the proposed locations of schools to be created or substantially expanded and the student populations to be served.

LEAD Public Schools expansion and replication strategy is to partner with the local district and ASD to identify schools for conversion that are typically in the lowest income or

most economically challenged areas of the county. By virtue of this strategy, LEAD directly targets educationally disadvantaged students with the mission of doing “Whatever it Takes” to graduate all of our students and send 100% of them to a 4 year college or university. LEAD serves the highest proportion of low-income students in the city – significantly more than the district and other charter schools.

In addition, our special education rates exceed those of the district and of other charter schools by a significant margin. We have created or expanded special education departments and appropriate facilities at each campus to serve our growing population of students with severe disabilities – primarily autism and Downs syndrome.

Schools currently served and those identified in this proposal are in areas that have had decades of low performance, with many of them falling in the bottom 5% of schools statewide (eligible for immediate conversion). The state identifies the bottom 5% of schools as Priority Schools and schools with the largest achievement gaps as Focus Schools. Focus Schools are often in middle to upper income areas and are not likely to be converted. **Cameron Middle School and Brick Church Middle School (previously bottom 5% Priority Schools), have since been converted to charter schools operated by LEAD Public Schools are now in the top quintile of the state for growth and in the middle third of the state for achievement.** Future schools will be targeted at neighborhoods with Priority Schools or neighborhoods where there is overcrowding and dramatically low performance. Our commitment to the city of Nashville and educationally disadvantaged students is well known and our strategy to partner with the district to identify the schools most in need of conversion will likely place the next conversion schools in Southeast and North Nashville. Please refer to page 3 above for additional details regarding the students served by each LEAD Public Schools campus.

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Application Requirement (j) Describe how all students in the community, including students w/disabilities, English learners, and other educationally disadvantaged students, will be informed about new schools and given an equal opportunity to attend such schools.

Outreach and Student Recruitment: The two primary objectives behind our outreach process are to: 1) engage the new school’s community in political and resource support for the start-up of the new school and 2) to recruit students. Both are essential for the successful start-up and operation of every new LEAD school. Once the school is open, we will continue to encourage the involvement of parents/community leaders as partners in achieving LEAD’s mission.

Non-discrimination Policies: LEAD schools comply with all State and Federal regulations regarding non-discrimination and will not discriminate against any student, parent, employee, or community member on the basis of race, ethnicity, national origin, religion, gender, or disability. LEAD maintains a strict nonsectarian approach to all programs, events, admissions policies, employment practices, and other operations. LEAD will never charge tuition.

Representative Student Body. All LEAD Public Schools seek to achieve a racial/ethnic and developmental balance reflective of the Nashville communities our schools serve. All LEAD schools will be open to any student and parent in Davidson County who resides in the school zone and who chooses to attend. Recruitment efforts will be aimed primarily within the zoned community. The new LEAD Public Schools will comply with State regulations and recruit and enroll students from the target population. We take the following steps to ensure that students representative of each school’s respective communities continue to be recruited:

- Visit local schools and organizations in neighborhoods; host a lunch w/guidance counselors
- Hold meetings at churches during Sunday morning service to give information to parents
- Seek referrals from our current teachers, students and families
- Visit homes and explain to prospective students and their families the purpose of LEAD

- Conduct parental info sessions to share the commitment involved with attending LEAD
- Conduct info sessions in conjunction with a standing MNPS event (such as bd mtgs)
- Attend Council and Neighborhood meetings
- Run public service announcements with targeted radio stations
- Place advertisements in local newspapers and targeted community association newsletters
- Post flyers in local supermarkets, churches, community centers, and apartment complexes

This list outlines the outreach efforts that LEAD employs to ensure a successful school opening, not just for the number of students needed but also for the community to get behind and support the school. Because a student must choose to attend LEAD, enrollment is designed to be a cooperative decision between students, parents, and teachers. We encourage and motivate students and their families to view intense academic commitment as the key to their future. Students, parents, and instructors sign a “Commitment to LEADership” form, which addresses expectations for attendance, homework, behavior, and academics.

Lottery for Student Admission. The only qualifications for entry into the lottery at a LEAD school are residence in the MNPS school enrollment area and eligibility to enter the grade for which the lottery is conducted. No students are given higher weightings to improve their chance of winning admissions, and LEAD does not conduct weighted lotteries.

If the number of applicants to the new LEAD schools exceeds capacity, a random selection process will be used for admission, with first preference given to siblings and relatives of students already enrolled in the school (in subsequent years when there will be returning students). This lottery will be held on the first Thursday of February each year. If all available slots are filled in the lottery, all remaining students will be placed on the waiting list in the order in which their names were picked. If seats still remain after the lottery, students will be added to

the waiting list in a first-come, first-served basis.

Waiting List. After filling all seats through the lottery system, a waiting list is established in the event that seats become available. If seats remain, applications will be accepted on an ongoing basis and seats will be filled on a first-come, first-served basis. The lottery process will be administered by an independent public accounting firm and community members will be invited to oversee the process to ensure complete transparency.

Lottery procedures are shared with each parent at application to afford parents the opportunity to understand the process at the time of the application. After the initial lottery, all remaining applicants will be placed on the waiting list in the order they were picked. The prospective student will remain on the waiting list until one of the following occurs:

1. The prospective student is admitted to the LEAD school,
2. The parent/guardian withdraws the student from consideration, or,
3. The parent/guardian declines an offer of admission.

New Available Seats. When a seat becomes available, the School Director will notify the student and his/her parents/guardian by phone and mail that a seat has become available. If the student and parents/guardians express interest in accepting the seat, the School director will meet with the student and his/her parents/guardian to discuss the school's expectations and the "Commitment to LEADership" form. A student will have five days to accept the seat. If the student and his/her parents/guardian choose not to accept the offer or fail to respond within five days to the school director's communications, the School Director will then notify the next student on the waiting list. This process will continue until either the seat is filled or there are no more students on the waiting list.

Application Requirement (k) Describe how the proposed new or substantially expanded charter schools that are considered to be LEAs under State law, or the LEAs in which the new or substantially expanded charter schools are located, will comply with IDEA.

All students at LEAD Public Schools will be well-known and supported by staff, instructors, and community members. Caring and dedicated adults follow each student's academic progress and character development. School structures, such as Crew, study halls, service learning, electives and extra-curricular offerings, and after-school access to instructors and staff ensure students' needs are met and individual strengths are discovered and nurtured. LEAD Public Schools will provide all students with access to the general academic curriculum as well as all other educational programs and services. Non-academic services and extracurricular activities will be provided in a manner that affords children with disabilities an equal opportunity for participation.

Compliance with IDEA. All LEAD Public Schools employ highly-qualified Collaborative Special Education instructors who will be responsible for individual case management of all special education students and for arranging the provision of services required by their IEP. Before school opens and during the first semester, the Collaborative instructor will collect all student records from MNPS. A file demonstrating the school's compliance with providing special education will be maintained at all times. It is our intention to offer all students an inclusion program, in addition to more time on task. Students with special needs may also receive one-on-one tutoring or other related services needed to ensure that they find success.

Faculty and staff will be aware of the instructional modifications to ensure all students achieve academic success. If additional services are written into the IEP, services will be provided in the most appropriate environment to be in accordance with Free and Appropriate Public Education (FAPE). The Collaborative Instructor(s) will work with the general education instructors to teach lessons with appropriate delivery so special education student are successful.

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All students with disabilities will be educated in the mainstream classroom environment unless the Individual Education Plan (IEP) requires otherwise. A student whose IEP stipulates that s/he be educated outside the mainstream classroom environment will be educated in the Least Restrictive Environment and given all the support and resources necessary to succeed. Students with special needs will be given every chance to excel and are mainstreamed into the educational program. A Collaborative instructor monitors each student's individual needs. All faculty and staff will be aware of any necessary modifications and subscribe to the philosophy of doing "*Whatever it Takes*" to ensure *that all students achieve* success.

Transition Services: Beginning not later than the first IEP in effect when the student is 16, and updated annually thereafter, a student's IEP will contain a transition services plan, which will be initiated by the school's Collaborative Instructor through the regular IEP process.

Section 504: All LEAD Public Schools comply with all applicable State and Federal Laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act, the Americans with Disabilities Act and the Individuals with Disabilities in Education Improvement Act ("IDEIA"). A 504 team will be assembled by the School Director and shall include the parent/guardian, the student (where appropriate) and other qualified persons knowledgeable about the student, the evaluation data, placement options, and accommodations.

(c) Quality of the project design. (76 FR 40898 and 34 CFR 75.210(c)(2)(xxviii)) (15 points)

The Secretary considers the quality of the design of the proposed project.

Application Requirement (a) Describe the objectives of the project for replicating or expanding high-quality charter schools and the methods by which the applicant will determine its progress toward achieving those objectives.

At LEAD Public Schools our mission is to support, educate and train the next generation of responsible citizens. Everything we do at LEAD, from our curriculum to our school design to

the hiring of exceptional instructors and staff all work towards our primary goal and vision: doing “*Whatever it Takes*” to graduate 100% of our students and send them to a 4-year college.

c (1) Goals, objectives, and outcomes to be achieved by the proposed project clearly specified, measureable, and attainable.

Tennessee currently ranks 43rd in the country in terms of the number of adult state residents who have obtained at least an associate’s degree¹. In 2013, Tennessee Governor Haslam committed to increasing the percent of adults who complete an associate’s degree from the current rate of 32% to over 50% by 2025. LEAD’s objective, to produce 500 college ready graduates each year once at scale, is in alignment with this initiative. In achieving this objective, LEAD will single-handedly double the low income college ready rate in Nashville, thereby creating economic self-sufficiency for future Nashville adults and their families.

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To reach this objective of 500 college ready graduates, LEAD has identified the following goals:

1. 100% of LEAD students will be accepted into a four-year college or university.
2. Each campus is ranked a 4 or 5 in growth measured by TEVAS
3. Proficiency rates for all students will meet or exceed the state average
4. The schools proposed in this narrative open on time

LEAD is committed to tracking progress towards these goals at the elementary, middle and high school level. To achieve our goal of 500 college ready graduates each year, LEAD commits to ensuring the following goals are met as students progress through our network at the elementary, middle and high levels:

1. LEAD students will outperform their district and state counterparts on state assessment

¹ Higher Education Profiles & Trends. Tennessee Higher Education Commission. March 2012.

(currently, TCAP, EOC) in every grade and tested subject.

2. 70% of students will meet or exceed annual growth target on MAP in reading and math.

To reach these goals, LEAD relies on its LEADer Essentials at every school. These three essentials form the backbone of our approach to ensuring academic excellence for all our students. We do not anticipate serving a student population that differs substantially from our existing population and as such, plan to rely on a consistent model for our new schools.

The first Essential is **data-driven instruction built on our ELA and Math**

Frameworks. Our ELA Framework is designed to support students on a college-ready track and consists of elements of Balanced Literacy with strong emphasis on Literature and Textual Analysis through Close Reading, building background knowledge and vocabulary (Liben, 2014). The Framework includes a balance of instructional formats, instructional strategies, and instructional content. The instructional formats relate to the optimum way that people learn any new skill or information: modeling, sharing, guiding, and developing independence. This model provides a flexible structure as the teacher assesses what individual children need, giving children the support to learn and practice strategies, as they become accomplished readers, writers, listeners, speakers, viewers, and thinkers through the gradual release of responsibility. Our ELA Framework is based on the work of: David Liben and other authors of the CCSS; Irene Fountas and Gay Su Pinnell and their publications including *Guiding Readers and Writers: Teaching Comprehension, Genre, and Content Literacy* (2000); *The Continuum of Literacy Learning* (2011); *Teaching for Comprehension and Fluency: Thinking, Talking, and Writing About Reading, K-8*, (2006) and Education Development Center, Inc. in 2002 originally developed this tool. This revised version is based on the original EDC tool but reflects revisions by Lesley University Intermediate Faculty (May 2005), Pitt County Schools (2005) and

Granville County Schools (April 2011), and STEM Prep (2013).

The current model for mathematics instruction is failing to produce college and career-ready students as evidenced by the United States' history of low performance in mathematics comparison studies (TIMSS, 2011). Numeracy continues to be a deficit for many adults and hinders our performance as a nation. In a recent study conducted by the Organization for Economic Co-operation and Development (OECD), the United States ranks last in adult numeracy proficiency compared to other countries (OECD, 2013). Post-secondary mathematics instructors report that high school students are typically not prepared for college mathematics. They suggest K-12 instructors focus on mastery of mathematics fundamentals over broad topic coverage. They stress the importance of deeper learning of fundamental mathematics including students being able to flexibly solve non-routine complex problems. These sentiments are supported by the National Research Council, National Council of Teachers of Mathematics and the Council of Chief State School Officers. Specifically, the Common Core State Standards outline 8 mathematical Practice Standards that exemplify habits of mind of mathematically proficient students. Mathematical proficiency is not defined as a student's ability to recite facts, definitions, or solve routine problems but requires a balance of deep conceptual and procedural understanding and the ability to flexibly solve complex, non-routine problems.

To prepare mathematically proficient students LEAD Public Schools has adopted a mathematics program that engages students in a focused and coherent curriculum, which promotes (1) Deep conceptual understanding of mathematics fundamentals, (2) Flexible problem solving of complex, non-routine problems, (3) Mastery of the Mathematical Practice Standards. LEAD's mathematics program requires extensive skill at teaching and content expertise. Our Math Framework is based on the work of: Uncommon and Aspire Charter Networks; Hamilton

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and Jefferson County Public Schools; National Council of Teachers of Mathematics; National Research Council; Work from the Math Design Collaborative; Anne Sharon and Associates with works cited including OECD Skills Outlook 2013: First Results from the Survey of Adult Skills, OECD Publishing (<http://dx.doi.org/10.1787/9789264204256-en>) and Trends in Mathematics and Science Study (TIMSS), 2012.

These frameworks support personalized learning in the classrooms, which is supported by the use of technology. For instance, at the middle school level, we use Achieve 3000 to provide informational text leveled to a students reading ability. In Math, ST Math supports teachers in filling skills gaps that are uniquely tailored to individual students.

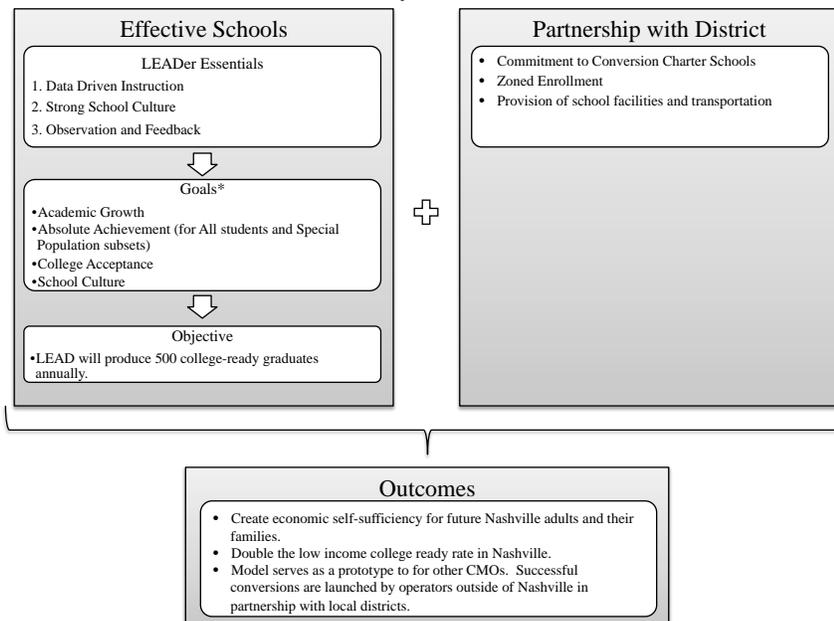
The second element core to our model is a strong School Culture. LEAD believes in educating the entire child; developing students' non-cognitive skills is an essential part of preparing them to be college-ready. LEAD develops core traits found in our Ethos (I LEAD because I am: Courageous, Self-Reliant, Disciplined, Committed and Serve Others) through CREW, student led confernces and our culture rubric. LEAD students focus on college from a young age through college visits and promoting college going through countless look and feel and culture elements. Family and community support is also an essential element of our model. Finally, our system of **(3) Observation and Feedback** supports both our data-driven instruction and school culture. Our staffing model allows for 1-2 Deans of Instruction reporting to School Directors whose primary task is to provide observation/feedback to teachers. They are supported by the Academic Team at the network level and have access to robust professional development and coaching tools.

c (2) Extent to which the proposed project is supported by evidence of promise (10 points).

The ultimate outcome of our project plan is to inspire systemic education reform by creating a

prototype for LEAD and other operators to launch conversion schools with local school districts. To successfully create this prototype, we must reach our objective of producing 500 college ready graduates annually and achieve our goals in the areas of Academic Growth, Absolute Achievement (for All students and Special Population subsets), College Acceptance and School Culture (See Selection Criteria E. *Quality Of The Evaluation Plan* for Goal details.)

**LEAD Public Schools
Theory of Action**



The proposed project is supported by evidence of promise that links our LEADer Essentials to meeting our Instructional Goals:

(1) Data-driven instruction built on our ELA and Math Frameworks

At LEAD, teachers use formative assessments to evaluate student progress towards goals;

teachers then meet with each other and their school leadership to use this data to modify their teaching approaches throughout the year. Using this kind of formative evaluation significantly increases student achievement for all students, with even greater impacts on students with disabilities.²

(2) School Culture

Research supports that schools with healthy learning environments are more likely to produce strong academic results on standardized tests. Core to our School Culture is effective classroom management, in which teachers quickly identify potential behavioral problems and redirect students to minimize disruption. Overall, effective classroom management has been shown to have an effect size of .52 on student achievement, with disciplinary interventions showing even a stronger effect size of .91.³ In addition, MacNeil, Prater, and Busch (2009) found that schools rated “Exemplary” on the Texas TAAS test were more likely to score higher on dimensions of organizational health⁴. Goal focus, the dimension showed to have the strongest link to educational outcomes in this study, is a key component of the high expectations, college prep culture that our School Leaders emphasize as part of our model.

(3) Observation and Feedback

Overall, a meta-analysis has shown that professional development of teachers has an effect size of .37 on student learning with the strongest effect related to observation of actual classroom

² Fuchs, Lynn S.; Fuchs, Douglas. *Curriculum-based assessment of progress toward long-term and short-term goals*. The Journal of Special Education, Vol 20(1), 1986, 69-82. doi: [10.1177/002246698602000108](https://doi.org/10.1177/002246698602000108)

³ Marzano, R.J., Gaddy, B.B., & Dean, C. (2000). *What works in classroom instruction* (No. RJ96006101). Aurora, CO: Mid-Continent Research for Education and Learning.

⁴ Angus J. MacNeil , Doris L. Prater & Steve Busch (2009) *The effects of school culture and climate on student achievement*, International Journal of Leadership in Education: Theory and Practice, 12:1, 73-84, DOI: [10.1080/13603120701576241](https://doi.org/10.1080/13603120701576241).

methods.⁵

(d) **Quality of the management plan and personnel. (76 FR 40898) (20 points)**

Application Requirement (b) Describe how the applicant currently operates or manages the charter schools for which it has presented evidence of success, and how the charter schools will be managed. Incl descriptions of central office functions, governance, daily operations, financial management, human resources management, and instructional management

LEAD Public Schools, Inc. (LEAD), a Tennessee 501(c)(3) corporation, manages all schools in the LEAD network. LEAD has overseen the successful startup of LEAD Academy Middle and High School and is leading successful transformations of Cameron Middle School into Cameron College Prep and Brick Church Middle School into Brick Church College Prep; we will soon begin its second year of managing fresh-start LEAD Prep Southeast. The LEAD Network Support Team (the central office) provides human capital for the founding and support of all LEAD schools.

Central Office Functions. LEAD's network governance structure is based on our design as a Charter Management Organization. Presently, LEAD operates four schools in Nashville, each with a strong on-site leadership team and each receiving daily support from the LEAD central office support team. The LEAD central office offers a complete range of back office support so that schools devote maximum time and energy to students, staff, and effective instructional practices in order to meet goals and expectations for all LEAD Schools. This structure allows for financial and operational efficiencies, but more importantly, it enables us to maintain a consistent implementation of the LEAD Model and produce a growing number of internally developed leaders and master teachers. In addition, this structure provides us a mechanism to ensure a blend of consistency and innovation at each school, to ensure clear and

⁵ Hattie, John. *Visible Learning: A Synthesis of Over 800 Meta-Analyses Relating to Achievement*. Taylor & Francis, 2008.

consistent expectations across the network, and to provide for the development of instructional, management, and leadership pipelines that are all built from within the same LEAD culture. The chart below provides an overview of the management functions and leadership responsibilities within the LEAD organization to fully support its schools.

Function	Network/Management Organization Decision-Making	School Decision-Making
Performance Goals	Functional directors with CEO/COO approval.	School Directors with CEO/COO approval.
Curriculum	CAO with oversight from CEO/COO.	School Director implements and is able to innovate within the LEAD Model as long as major design elements are met
Professional Development	Instructional PD overseen by CAO.	Site based PD provided by School Directors, Curriculum Directors, and outside professionals.
Data Management and Interim Assessments	CAO selects assessment tools with School Director input.	School Directors implement and provide local data driven instructional support.
Promotion Criteria	CAO responsible for consistent implementation across schools.	School Director decision with CAO approval.
Culture	Surveys, observations, peer reviews, assess Culture, Look and Feel, and College Focus	School Directors responsible for maintaining the LEAD Culture, Look and Feel, and College Focus.
Budgeting, Finance, and Accounting	COO/CFO w/oversight, support from Finance Comm.	School Directors accountable to meet staffing/instructional cost targets.
Student Recruitment	COO works with School Directors to set goals.	School Directors have authority to enroll additional students beyond the goal at their discretion.
School Staff Recruit/Hiring	Staffing levels agreed upon annually with COO/CAO.	School Directors make hiring decisions for all site-based staff.
H/R Services	COO/CFO ensure services are provided to all sites.	School Directors responsible for accurate staff attendance reporting.
Development	CEO & Dir. External Relations work w/COO on goals.	Centralized. Small site-based initiatives as discretion of School Directors.
Community Relations	Managed centrally.	Provide support and staffing if necessary.
I/T	Managed centrally.	Responsible for safety/security of equipment.

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Facilities Management	Managed centrally.	Responsible for safe daily use and timely reporting of concerns.
Vendor Management and Procurement	Managed centrally.	School Directors procure instructional support materials within budgeted levels.
Other operational services	Transportation, for example, is managed centrally.	School Directors support transportation staff relations with students and parents.

Governance. The group responsible for founding all new LEAD schools is led by the executive management team, the board of directors, and existing LEAD school directors.

Board Leadership. The Board of Directors is chaired by Dwayne Tucker, a retired Fortune 500 executive, who is experienced in supporting the growth of entrepreneurial ventures. Additional board members bring experience in finance, operations, education leadership, fundraising, non-profit management, and strategic planning. Our presence, track record, and credibility in Nashville and the education reform movement are invaluable to establishing and maintaining relationships with the school district and local communities. Since 2006, LEAD has raised more than \$5.04 million to support school development.

Executive Management Team. LEAD’s team includes a CEO and COO that reports to the Board of Directors, with functional Department Directors and School Directors reporting to the CEO and COO. This maintains direct oversight of each school, while also allowing the significant autonomy that effective transformational leaders require. All school-based staff report directly to their respective school directors, who make all site-level hiring decisions.

CEO Chris Reynolds, a respected education entrepreneur who has successfully led the launch of LEAD’s three most recent charter school campuses, including both conversion schools. The Leadership Team also consists of a Chief Academic Officer, Chief Operating Officer and Chief Financial Officer.

Daily School Operations and Finance: LEAD provides transportation, facilities

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management, foodservice oversight, and technology support to each school. Finance and accounting services are provided via a services agreement with W Squared, Inc., one of Tennessee's most respected back-office outsourcing firms.

Instruction, Curriculum and Assessment: Each school's instructional practices are overseen by their respective school directors, and are supported by Jay Brown, our Chief Academic Officer. Jay ensures a consistent implementation of the LEAD Model and appropriate resources exist for staff at each school. All LEAD schools are staffed, beginning in year one, with a dir. of curriculum and instruction. LEAD supports Special Education at each school through a central dir. of special education and other support as needed.

Professional development for School Directors and teachers is the cornerstone of sustaining the culture of high expectations and excellence in instruction and is the responsibility of the CAO, who is accountable for establishing university partnerships, planning annual summer institutes for all LEAD schools and for ongoing support to School Directors.

Application Requirement (e) Describe the administrative relationship between the charter school or schools to be replicated or substantially expanded by the applicant and the authorized public chartering agency.

Charter School Board(s). The board of the 5 new LEAD Public Schools will operate under the oversight of its authorizers, the Metropolitan Board of Public Education of Nashville and Davidson County and the Achievement School District, in accordance with the tenets in the charter contract. While the contract is a legal and binding document that describes a business arrangement, the relationship will be characterized by mutual respect, regular and transparent communication, and a shared goal for students' immediate and long-term academic and personal success. In a charter contract whose terms are agreed upon by the authorizer and the school board and duly signed by both parties, the Board will adhere to required school compliance

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issues, including: curriculum, educational goals and program, student achievement standards, accountability and pupil assessment, admission policies and criteria, school calendar and school day schedule, governance structure, and annual financial audit and accounting standards.

Role of Authorizer. Either the Metropolitan Nashville Public Schools (MNPS) or the Tennessee Achievement School District (ASD) as the authorizer will provide guidance and assistance in these and all other requirements of the contract, as well serve as a source of information and professional development for board members, school leaders and teachers. While the contract is a legal and binding agreement for both parties, the relationship is mutually beneficial with the shared goal to enhance student learning and academic achievement.

d (1) The adequacy of the management plan to achieve objectives of project on time and within budget, incl. defined responsibilities, timelines, and milestones (4 points).

Project Timeline

Project Milestones	2014-15	2015-16	2016-17	2017-18	2018-19
CCS #1	Planning Year	School Opens	Grade Growth		
CCS #2		Planning Year	School Opens	Grade Growth	
CCS #3		Planning Year	School Opens	Grade Growth	
CCS #4			Planning Year	School Opens	Grade Growth
CCS #5			Planning Year	School Opens	Grade Growth

Responsibilities

Project Manager (PM): The Project Manager, Adrienne Useted, LEAD’s Chief Operating Officer, and a Broad alumna, is responsible for ensuring that all project milestones are met

within the timeline, on budget and in compliance with all federal regulations. She will attend annual CSP Grant Trainings and be responsible for implementing the overall grant project.

Academics: The Academic Team at the Network Support Level is responsible for providing network wide professional development, including the execution of LEAD University, a 4-week intensive teacher training session prior to the opening of each school. The Academic team provides academic support and guidance to each school, including curriculum, use of academic technology, scope and sequence, interim assessments and supplemental content coaching.

Human Resources & Talent: The Human Resources and Talent team at the Network level will be responsible for recruiting, promoting and hiring effective School Leaders at the beginning of the Planning Year for each school. The Talent team then supports the School Leaders in hiring effective administrators, teachers and support staff. Currently, the Talent team hires about 80 new employees each year; with the staggered growth of the additional schools, the Talent team expects that number to increase to 120 new employees each year. The Talent team evaluates existing teachers at converted schools in consideration for roles at new schools. The Human Resources team is also responsible for ensuring all teachers are evaluated using the TEAM evaluation and are given feedback throughout the year by their School Director and Deans.

Operations: The Operations team at the Network level is responsible for working with the local school district to ensure the safety of all students and efficient operations of each school. During the Planning Year, they will coordinate with the local school district on shared services, such as transportation, facilities and food service. Once the school opens, the Operations team provides support to the schools in the area of maintenance, transportation, food service, facilities, safety and crisis management.

Finance: The Finance team oversees all areas of financial management, including internal

controls, across the network. This team is responsible for ensuring financial compliance with all grant funding and ensuring a sustainable financial plan once the grant period has ended.

Application Requirement (c) Describe each proposed new expanded charter school receives its commensurate share of Federal education funds that are allocated by formula each year, during 1st year of operation of the school and any year in which the school's enrollment substantially expands.

Allocation of Funding. Viraj Parikh, CFO of LEAD Public Schools ensures that each new replication and expansion school receives its commensurate share of CSP funding, along with all other Federal education funds (such as Title 1 and IDEA). LEAD contracts with W Squared, Inc., one of Nashville's premier business process outsourcing firms, and Frasier, Dean & Howard, PLLC to provide accounting and audit services. W Squared employs Microsoft Dynamics GP to house LEAD Public Schools' financial statements, and LEAD keeps a chart of accounts that tie to both FASB and GASB (Financial & Government Accounting Standards Board). LEAD, with the help of the aforementioned financial partners, maintains robust campus-by-campus and individual fund accounting to reconcile monthly and year-end financial statements to ensure that individual grants are properly allocated to the targeted schools. LEAD's Finance Committee provides Board-level oversight of LEAD's financials. Finally, Frasier Dean & Howard, as our third-party auditor, ensures compliance of all federal grants.

Application Requirement (i): Describe how the grant funds will be used, including how these funds will be used in conjunction with other Federal programs and with any matching funds.

CSP grant funds will be used in six expense categories – Personnel, Fringe Benefits, Travel, Equipment, Supplies, Contractual and Other (see the Budget Narrative for a detailed description of each category and amounts allocated). There will be zero overlap between other Federally administered programs, such as Title 1 and IDEA, and the CSP grant. The same holds true for any matching funds – there will be no overlap in any expense reimbursement.

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D (2) the business plan for improving, sustaining, and ensuring the quality of performance of charter schools created or substantially expanded under these grants beyond the initial period of Federal funding in areas including, but not limited to, facilities, financial management, central office, student academic achievement, governance, oversight, and human resources of the charter schools (4 points).

D (3) A multi-year financial and operating model for the organization, a demonstrated commitment of current and future partners, and evidence of broad support from stakeholders critical to the project's long-term success (4 points).

Five Year Financial Model. The following 5-year financial model is a holistic financial summary of LEAD Public Schools, Inc. beginning in the 2014-2015 fiscal and school year. A total of the 5-year period is provided in the far most right-hand column.

LEAD will operate four schools in the current fiscal year. The CSP grant will allow LEAD to increase the number of schools each year – by 1 in 2016, 2 in 2017, and 2 in 2018 – and to increase enrollment from 1,625 to 3,785 over the 5-year time frame. Total seats created through this grant will be 3,000, producing 6,620 college ready seats across all schools when full grade level enrollment is reached. The vast majority of funding will be provided by state/local per pupil funding. The CSP Replication & Expansion Grant is accounted for in its own line item, with a total of \$4,000,000 in funding over the 5-year window. “Other Philanthropy” is expected to roughly equal the CSP grant (\$3.96 million). \$1.2 million of philanthropic funding, including \$750,000 from the Charter School Growth Fund, is already identified in the 2015 fiscal year.

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Low-cost facilities and transportation, due entirely to LEAD’s charter conversion work as discussed in the operation’s sustainability model and budget narrative, allows LEAD to delay expected startup deficits to the middle years of expansion of a given school. As these schools mature, operating deficits will appear, until full enrollment is achieved, at which time LEAD’s individual schools are expected to operate at or above a breakeven level. Please refer to the “Letters Of Support” attachment for evidence of broad support from stakeholders.

**LEAD PUBLIC SCHOOLS, INC.
5-YEAR FINANCIAL BUDGET**

	2015	2016	2017	2018	2019	TOTAL
Total # of LEAD Schools	4	5	7	9	9	9
Total Enrollment	1,625	1,985	2,445	3,115	3,785	12,955
REVENUES						
State Per Pupil Funding (BEP)	\$14,310,710	\$17,690,827	\$22,066,507	\$28,426,303	\$34,911,089	\$117,405,436
Other State Funding	233,000	322,000	400,000	513,000	625,000	2,093,000
Title I	810,174	965,226	1,174,092	1,495,442	1,802,464	6,247,398
IDEA	367,794	429,924	539,909	659,894	689,894	2,687,416
Other Federal Funding	405,000	-	-	-	-	405,000
CSP Replication Grant	400,000	1,000,000	1,400,000	800,000	400,000	4,000,000
Other Philanthropy	1,367,508	500,000	600,000	700,000	800,000	3,967,508
TOTAL REVENUE	\$17,894,186	\$20,907,977	\$26,180,509	\$32,594,639	\$39,228,447	\$136,805,758
<i>Per Student</i>	<i>\$11,012</i>	<i>\$10,533</i>	<i>\$10,708</i>	<i>\$10,464</i>	<i>\$10,364</i>	<i>\$10,560</i>
EXPENSES						
Personnel (Salary + Benefits)	12,401,257	14,112,038	18,706,528	24,589,820	29,713,617	99,523,260
Instructional	1,989,150	2,214,000	2,800,750	3,629,250	4,362,750	14,995,900
Transportation	930,855	1,296,134	1,450,938	1,562,843	1,872,099	7,112,869
Facilities	1,447,952	2,096,054	2,279,968	2,700,820	2,980,156	11,504,951
Communications & Data	44,000	52,751	61,591	72,099	79,609	310,051
Office & Administration	600,000	635,000	670,000	705,000	740,000	3,350,000
TOTAL EXPENSES	\$17,413,214	\$20,405,978	\$25,969,775	\$33,259,832	\$39,748,231	\$136,797,030
<i>Per Student</i>	<i>\$10,716</i>	<i>\$10,280</i>	<i>\$10,622</i>	<i>\$10,677</i>	<i>\$10,502</i>	<i>\$10,559</i>
Operating Surplus/(Deficit)	\$480,972	\$502,000	\$210,734	(\$665,193)	(\$519,785)	\$8,728
<i>Per Student</i>	<i>\$296</i>	<i>\$253</i>	<i>\$86</i>	<i>(\$214)</i>	<i>(\$137)</i>	<i>\$1</i>

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Application Requirement (f) Describe how the applicant will provide for continued operation of the proposed new or substantially expanded charter school or schools once the Federal grant has expired.

LEAD’s charter conversion model provides significant operational and economic benefits after the end of the CSP Replication and Expansion grant-funding period. Rather than “re-create the wheel,” LEAD piggybacks on the existing infrastructure of the city school district, Metro Nashville Public Schools (MNPS), to provide a long-term facility in a neighborhood where LEAD can operate a successful conversion school targeted to all students, including educationally disadvantaged students, who live in the respective school zone. School facilities and transportation are provided at a low rate by MNPS in the first 3 years of LEAD’s grade-by-grade phase-in model. After this initial start-up period, when the district no longer manages any phase-out grades, annual operating costs become LEAD’s responsibility.

LEAD and MNPS have a proven partnership track record of extremely low-cost operations, and have already accomplished this phase-in / phase-out conversion strategy in two schools. Regarding school buildings, once the district no longer manages any grades, LEAD and the district have reached agreements that provide conversion schools with long term facility leases at \$3/square foot, inclusive of utilities – a rate far more economical than any greenfield opportunities available to traditional charter schools. With respect to transportation and logistics, MNPS provides this service at essentially half the cost LEAD could carry out a similar function on its own - \$350 per student versus \$700 per student. Given that facilities and transportation account for roughly 20%-25% of total cost for a traditional charter school, LEAD’s robust partnership with the MNPS school district – one that provides a roughly 50% overall cost savings on operating costs while reducing long term capital requirements - provides significant leverage toward reaching operational and financial sustainability, both for the individual

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conversion schools as well as for the parent CMO – LEAD Public Schools, Inc..

(d)(4) The plan for closing charter schools supported, overseen or managed by the applicant that do not meet high standards of quality.(4 points).

LEAD’S Board of Directors evaluates performance annually and is accountable to high quality authorizers who have robust performance management systems that would identify a low performing school early. While our academic model, community partnerships, and school culture have been critical factors in our long-term success, LEAD is aware that batting 1,000 may not always happen. Successive years of poor performance would trigger a deep review by the Academic Committee of the board and may lead to significant changes in the management and operation of the school. Continued performance struggles would be assessed in conjunction with authorizer performance metrics, and in Tennessee any charter school that falls into the bottom 5% of schools statewide is closed by law. It is likely that LEAD would act independently and restructure or close a school long before the 5% state threshold is reached. In the rare event of a decision by the LEAD board to close a school, the decision would be made in January to provide time for students to enroll in other schools.

In addition, LEAD has negotiated an enrollment continuity agreement with its primary authorizer (MNPS) that will allow any student from another school to receive lottery preference in the annual admission cycle. LEAD transports students, via its own fleet of buses and also through a long-term partnership with the district, across the entire city every day and can ensure transportation to a new campus for the vast majority of students. This is a key strategic element that allows LEAD to ensure any student in a school that LEAD may choose to close has the option to attend another high performing LEAD school. In addition, the open enrollment policies that prevail in Nashville, while limited to building capacity

levels, also provide fluid mobility options for a large number of students. LEAD has never had a school in danger of being closed or in need of corrective action, but if it did our network is designed to allow students an efficient and effective alternative with a minimum of disruption to our students and families.

d (5)The qualifications of the project director, chief executive officer or organization leader, and key project personnel, especially in managing projects of the size and scope of the proposed project (4 points).

Project Director, Chief Operating Officer, Adrienne Useted. Ms. Useted is an alumna of the Broad Residency and is an experienced non-profit leader. She leads all aspects of human resources, talent recruiting, compliance and operations for LEAD Public Schools, including facilities, transportation, and foodservice for all campuses. Previously she led operations and HR at a large nonprofit company and regularly serves on charter application review committees in Tennessee.

Chief Executive Officer, Chris Reynolds. Mr. Reynolds is a former CPA, CFO, and nonprofit consultant, in addition to teaching at the middle school, college and community college levels. In the last ten years, he has been part of the founding teams of charter schools in four states, and has extensive experience in managing charter school start up grants, SIG grants, multiyear grants from major philanthropic sources such as the Bill and Melinda Gates Foundation, the Renaissance Schools Foundation, Ford Motor Company Fund, the Charter School Growth Fund, and others. He has led two CMOs through rapid growth, and is a well known leader in the education reform community, having recently been selected as a member of the inaugural cohort of the CMO Accelerator. Other leaders supporting this project include the following:

Chief Academic Officer, Jay Brown. Ms. Brown was one of the founders of Milwaukee

College Prep, where she led the elementary school for 6 years and achieved success that garnered national attention. She is a former colleague of Nelson Atkins and Doug Lemov at Uncommon Schools, and is a skilled educator, curriculum designer, leader of professional development, and a highly sought-after principal coach. She leads the entire academic program at LEAD and supervises a growing team of directors, coaches, assessment coordinators, deans, and principals.

Chief Financial Officer, Viraj Parikh. Mr. Parikh is a seasoned financial executive with nearly twenty years' experience in the financial industry who brings a well of real estate, financial analysis and risk management skills to LEAD Public Schools. He leads the accounting, finance, real estate and budgeting work, and has experience managing SIG grants, Title Vb grants, and construction and renovation projects for schools.

School Directors. LEAD's five existing school directors have between them over 70 years of experience teaching, leading, and directing schools. They come with district, charter, and private school backgrounds and have demonstrated success in the classroom and at the leadership level. They will play a significant role in developing and supporting the teaching and leadership talent that will lead the proposed schools.

Application Requirement (h) Include a request and justification for waivers of any Federal statutory or regulatory provisions that the applicant believes are necessary for the successful operation of the proposed new or substantially expanded charter schools.

LEAD Public Schools has not requested any waivers of federal statutory or regulatory provisions for the purposes of this grant, nor has it requested any waivers of state or local rules. LEAD does not expect to request any waivers.

Application Requirement (l) Provide information on any significant compliance issues identified within the past three years for each school managed by the applicant.

LEAD Public Schools has no significant issues to report in the areas of student safety, financial management, and statutory or regulatory compliance in any of its schools.

e. Quality of the evaluation plan. (34 CFR 75.210(h)(2)(iv)) (5 points)

To ensure the curriculum has been well taught, students are assessed in the form of daily exit tickets, participation, final projects, unit tests, standardized tests and interim assessments. All students participate in all assessments required by the State of Tennessee.

Growth

- Level 4 or 5 growth scores based on Tennessee Value Added Assessment. Level 5 is top quintile growth score.
- CREDO data evidences significant positive effect size results in reading and math by year two.
- 70% of students evidence MAP gains of at least 1.0 years of growth per year until at or above grade level.

Absolute Achievement (for all and in special population subsets)

- 3rd Year of Operation- Proficiency rates at or above the district average.
- 4th Year of Operation- Proficiency rates at or above state average.
- 5th year- Ultimate success is measured by top quartile performance within 5 years. Moving a conversion school from the bottom 5% to the top 25 % in five years.

College Acceptance

- 100% of seniors Accepted to a 4-year college or university.

Internal Measures

- Common Interim Assessments across all campuses are given twice per year to guide midyear instructional adjustments. These are internally produced and linked to LEAD

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Scope and Sequence.

School Culture

- Behavior and Attendance:
 - Attendance rates at or above 90% in yr 1, above 95% or district average by yr 3.
 - Annual suspension rates within +/- one std. dev. of district average.
- Qualitative Data:
 - TRIPOD Survey (TN Statewide survey administered to students at elem, middle and high levels) evidences significant growth from operator prior to conversion.
 - All students participate in Crew and evidence growth on the Ethos Rubric.
 - 80% of students conduct a student led conference at least once per year.
 - 60% of students conduct a student led conference at least twice per year.
 - 100% of students visit at least 1 college per year. 75% visit at least 3 per year.

Finance, Operations and Growth

- Clean financial Audit – LEAD has had seven consecutive years of clean audits
- No adverse compliance findings from operators.
- Meet school start up timeline milestones.

Conclusion

On behalf of the many stakeholders, staff, and students of LEAD Public Schools, and the students and families we hope to serve with this project, thank you for the opportunity to expand our network of schools so we can meet our commitment to double the college ready rate of low income students in Nashville.

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Other Attachment File(s)

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CHARTER SCHOOLS PROGRAM – REPLICATION & EXPANSION GRANTEE ASSURANCES

As the duly authorized representative of the grantee, I certify that the grantee has submitted to the Secretary, or will submit it within 30 days of the date of the Grant Award Notification, the following items:

- 1) All items described in section V (Application Requirements) of the Notice Inviting Applications for New Awards for Fiscal Year 2012, published in the Federal Register on;
- 2) Proof that the grantee has applied to an authorized public chartering authority to operate each charter school and provided to that authority adequate and timely notice, and a copy, of this application;
- 3) Proof of the grantee’s non-profit or not for-profit status;
- 4) A statement as to whether the charter school the applicant is proposing to replicate or expand currently receives, or has previously received, funding for this program either through a State subgrant or directly from the Department;
- 5) A description of how a charter school that is considered a local educational agency under State law, or a local educational agency in which a charter school is located, will comply with sections 613(a)(5) and 613(e)(1)(B) of the Individuals with Disabilities Education Act;
- 6) A description of the State or local rules generally applicable to public schools that will be waived for, or otherwise not apply to, the charter schools the applicant proposes to create or expand; and
- 7) Such other information and assurances as the Secretary may require.

As the duly authorized representative of the grantee, I also certify to the following assurances:

- 8) That the grantee will annually provide the Secretary such information as the Secretary may require to determine if the charter schools created or expanded under this grant are making satisfactory progress toward achieving the objectives described in 5203(b)(3)(C)(i);
- 9) That the grantee will cooperate with the Secretary in evaluating this program;
- 10) That the grantee will use the funds to replicate or expand a high-quality charter school in accordance with the requirements of the CSP;
- 11) That the grantee will ensure that a charter school that receives funds under this program will not receive funds for the same purpose under section 5202(c)(2) of the ESEA, including for planning and program design or the initial implementation of a charter school; and
- 12) That the State will grant waivers of State statutory or regulatory requirements, and a description of the State or local rules, generally applicable to public schools, that will be waived for, or otherwise not apply to, the schools the applicant proposes to replicate or expand.

Adrienne Useted
NAME OF AUTHORIZED OFFICIAL


SIGNATURE OF AUTHORIZED OFFICIAL

LEAD Public Schools, Inc.
APPLICANT ORGANIZATION

Chief Operating Officer
TITLE

07/21/14
DATE

07/21/14
DATE SUBMITTED

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUL 24 2007

LEAD ACADEMY
C/O JEREMY D KANE
5202 IDAHO AVE
NASHVILLE, TN 37209-3307

Employer Identification Number:
20-2526508
DLN:
406289069
Contact Person:
JOYCE DARBY ID# 95011
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(ii)
Form 990 Required:
Yes
Effective Date of Exemption:
March 3, 2005
Contribution Deductibility:
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Sincerely,


Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)

Letter 947 (DO/CG)



STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Filing Information

Name: **LEAD Public Schools, Inc.**

General Information

Control # : 488781 Formation Locale: Davidson County
Filing Type: Corporation Non-Profit - Domestic Date Formed: 03/03/2004
Filing Date: 03/03/2004 9:28 AM Fiscal Year Close 12
Status: Active
Duration Term: Perpetual
Public/Mutual Benefit: Public

Registered Agent Address

JEREMY D KANE
1704 HEIMAN AVE
NASHVILLE, TN 37208

Principal Address

1704 HEIMAN AVE
NASHVILLE, TN 37208

The following document(s) was/were filed in this office on the date(s) indicated below:

<u>Date Filed</u>	<u>Filing Description</u>	<u>Image #</u>
06/29/2010	Amended and Restated Formation Documents Filing Name Changed From: LEAD ACADEMY To: LEAD Public Schools, Inc.	6739-0748
04/08/2010	2009 Annual Report	6704-0206
09/11/2009	Restated Formation Documents	6594-1561
02/05/2009	2008 Annual Report	6440-1162
05/02/2008	2007 Annual Report Principal Address Changed Registered Agent Physical Address Changed	6309-1321
04/08/2008	Administrative Amendment Mail Address Changed	6284-2594
04/04/2007	2006 Annual Report	6029-1403
08/02/2006	Articles of Amendment Name Changed	5840-0059
05/09/2006	2005 Annual Report	5786-1727
03/03/2004	Initial Filing	5376-2208

Active Assumed Names (if any)

Date **Expires**

Page 1 of 1



**RESUMES AND
CURRICULUM VITAE**

PROJECT DIRECTOR, ADRIENNE USETED, CHIEF OPERATING OFFICER 2
CHRIS REYNOLDS, CHIEF EXECUTIVE OFFICER 3-5
VIRAJ PARIKH, CHIEF FINANCIAL OFFICER 6
JAY BROWN, CHIEF ACADEMIC OFFICER 7
LEAD PUBLIC SCHOOLS BOARD OF DIRECTORS 8
LEAD CENTRAL OFFICE ORGANIZATIONAL CHART 9

LEAD RESUMES & CURRICULUM VITAE

ADRIENNE D. USETED

EXPERIENCE

- 2012- present **LEAD PUBLIC SCHOOLS** Nashville, TN
Chief Operating Officer, 2013-present
- Improved operations support across network by centralizing functions and expanding support staff.
 - Oversaw successful rollout of HRIS system to improve payroll accuracy and employee experience.
- Director of Human Resources and Compliance, 2012-2013*
- Designed and implemented company's first Personnel Policy in cooperation with Board of Directors.
 - Streamlined financial processes and improved internal controls by implementing purchasing solutions and training staff.
 - Ensured compliance with all federal grants, valued in excess of \$600K.
- 2011 **CIVIC CONSULTING ALLIANCE** Chicago, IL
Civic Fellow
- Developed proposal for innovative legal structures for the City Colleges of Chicago. Presented recommendation for college restructuring, including legal and political feasibility study, to Chancellor.
 - Identified strategic gaps between Department of Cultural Affairs and Special Events and related nonprofit agencies in preparation for developing a new mission. Presented recommendations directly to Commissioner as part of Mayor Emmanuel's "First 100 Days" plan.
- 2006-2010 **STEPPEWOLF THEATRE COMPANY** Chicago, IL
Human Resources Coordinator, 2008-2010
- Persuaded senior management to create HR Department at nonprofit regional theatre of 400 employees by quantifying turnover costs and presenting cost-benefit analysis.
 - Reduced insurance premium costs 13% by analyzing offerings from multiple carriers and proposing solutions to maximize employee value.
 - Collaborated on proposal that led to company being named first non-profit recipient of the Top Small Workplaces award by the *Wall Street Journal*.
- Finance Associate, 2006-2008*
- Increased accounts payable accuracy by implementing electronic invoicing solution. Led focus groups throughout organization to determine viability of solution and gain buy-in.
 - Ensured financial accuracy of \$2M operating bank account, \$6M in revenue, and \$5M in payroll.

EDUCATION

- 2012-2014 **BROAD RESIDENCY IN URBAN EDUCATION**
Master of Education in Educational Leadership, May 2014
(Institution currently working towards accreditation)
- Completed program focused on urban education, leadership and transforming educational outcomes using best organizational practices from the private and public sectors
- 2010-2012 **KELLOGG SCHOOL OF MANAGEMENT** Evanston, IL
NORTHWESTERN UNIVERSITY
Master of Business Administration degree, *summa cum laude*, May 2012
- Majors in Social Enterprise with Nonprofit Specialization, Marketing, and Management and Organizations
 - Siebel Scholar, Class of 2012 – awarded annually for academic excellence and demonstrated leadership to 85 top students from the world's leading graduate schools
 - President, Kellogg Board Fellows
- 2002-2006 **VANDERBILT UNIVERSITY** Nashville, TN
Bachelor of Arts, *summa cum laude*, May 2006
- Double major in Economics and Theatre; College Honors Program
 - President of Vanderbilt University Theatre; Teaching Assistant in Economic Statistics

Christopher J. Reynolds

CAREER EXPERIENCE

LEAD PUBLIC SCHOOLS, Nashville, TN

2011 - Present

LEAD Public Schools is Tennessee's first charter management organization and in 2014 will operate four schools serving 1,600 students in grades 5 - 12. LEAD operates both lottery charter schools and conversion turnaround schools in partnership with the district (MNPS) and state (Achievement School District). At scale, LEAD will serve over 5,000 students and graduate 500 college ready seniors annually

Chief Executive Officer

- Develop, communicate, and execute the vision, mission, and growth plan for the largest CMO in Nashville, TN.
- 100% of first graduating class accepted to a 4-year college or university.
- Previously, as President and COO, supported initial growth of the organization from one school to four schools over a three year period, including launching the first two charter/district conversion schools in the state.
- Organizational growth includes staff expansion from 40 to 190 FTEs, annual revenues of \$3 million to \$17 million, and student enrollment from 300 to 1,600 students.
- Students served are >80% low income, with ELL and Special Education populations higher than the prevailing district average.

HENRY FORD LEARNING INSTITUTE, Dearborn, Michigan

2004 - 2010

HFLI is a nonprofit organization building a national network of urban charter schools based on the Henry Ford Academy – a charter high school founded in 1997 and launched in partnership by a major cultural institution (The Henry Ford Museum), public education (Wayne County), and a global corporation (Ford Motor Co.). The network presently includes four high schools, one middle school and one elementary school in three states, with over 2000 students, over 200 staff, and combined annual budgets >\$20 million.

Executive Director, Henry Ford Academy: Power House High (Chicago, IL, concurrent)

- Lead the startup of a new charter high school in one of Chicago's most under-resourced areas from initial charter proposal to second year enrollment of 260 students and 28 staff members. School is 99% African American with a free and reduced lunch population of 96%. At the time the charter was the last one authorized by CEO Arne Duncan and Chicago Public Schools, prior to the cap being lifted. Student attrition/departure from year one to year two was only 9%.
- Partner with a community based organization to raise nearly \$40 million for a *LEED Platinum* renovation of 100 year old, 90,000 sq. ft. facility into a permanent location for the school. Project utilized nearly \$20 million in new market and historic tax credits.

Chief Financial Officer and Director of Network Development (concurrent)

- Lead the financial, strategic, network governance, and business planning activities for an emerging national network of urban charter schools.

LEAD RESUMES & CURRICULUM VITAE

- Part of team that proposed and was awarded three charter contracts and multiple startup grants in three different states (Michigan, Illinois, Texas).
- Development successes include:
 - Five year, \$8.5 million start-up grant from Ford Motor Co.,
 - Three year, \$3 million start-up grant from the Bill and Melinda Gates Foundation,
 - Three year, \$3 million grant for school expansion and curriculum development from the W.K. Kellogg Foundation, and
 - Over \$5 million in startup funds for schools in Chicago, Detroit, and San Antonio.
- Support new school startup activities in three states, including:
 - Organizational and financial leadership for site selection and new school development, preparation of school based financial models, close involvement in architecture, construction, and tax credit financing work,
 - Coordination of all legal work, bylaw development, and management fee arrangements,
 - Recruiting and hiring of principals and senior staff in three schools, and
 - Oversight of E-Rate applications, food service agreements, property management, consulting agreements, and local development proposals.

MICHIGAN BUSINESS SCHOOL, Ann Arbor, Michigan

2002 - 2004

The Domestic Corps is a highly competitive fellowship program that places MBA students in full-time management assistance roles at non-profit organizations serving economically distressed, culturally diverse communities.

Managing Director, Domestic Corps Fellowship Program

- Recruited by the program's founder to double the program's size in a post internet-bubble environment. Program increased from 17 fellowships to 32 fellowships in less than 2 years.
- Annually evaluated, selected, and supervised 25 - 30 full-time MBA student fellowships addressing community and economic development issues in rural and urban areas suffering from severe economic distress. Annual assistance to nonprofits throughout the U.S. exceeded 18,000 hours of on-site support.
- Managed relationships and designed consulting projects with local urban and rural leaders, including large scale projects in Detroit, NYC, American Samoa, and the Navajo Reservation.
- Led development activities to secure \$1.5 million in annual donor support.

ZINGERMAN'S, Ann Arbor, Michigan

1996 - 2002

Zingerman's is widely regarded as the nation's premier specialty food organization and now has over \$40,000,000 in annual revenues, nine companies, and 400+ employees.

Chief Financial Officer

- Provided hands-on financial and managerial leadership in executing a successful turnaround for a related group of companies experiencing significant financial and operational difficulties. Revenue grew from \$7 million to \$15 million in six years and produced five consecutive years of record income.
- Part of the team that launched Zingerman's Mail Order and Zingermans.com, taking it from a basement operation with less than \$100k in revenues to a \$2+ million annual enterprise.
- Refinanced long term debt, negotiated new terms with major vendors, and restructured administrative staff positions during a period of financial challenge.

LEAD RESUMES & CURRICULUM VITAE

- Restructured financial reporting for all subsidiaries, implemented a detailed planning and budgeting process, and hired and mentored a team of four accountants.
- Created and taught a financial literacy program to all staff.
- Sold sandwiches, imported olive oil, baked bread, brewed coffee, packed boxes, aged cheeses, and shared the *Zingerman's Experience* with thousands of people.

TEACH FOR AMERICA, Leesville, Louisiana

1992 - 1994

TFA recruits and places the nation's top college graduates for a two-year commitment to teach in under-resourced urban and rural areas of the U.S.

7th and 8th Grade Science and History Teacher, Leesville Junior High School

- Completed a two year commitment teaching middle school in rural Louisiana.
- Selected by students as 1994 8th Grade Teacher of the Year.
- Active in TFA alumni activities including recruitment, alumni programs, and outreach.

BDO SEIDMAN LLP, ACCOUNTANTS & CONSULTANTS, Atlanta, Georgia 1990 - 1992

BDO Seidman is a national professional services and accounting firm with more than 35 U.S. offices and over 300 affiliates worldwide.

Staff Accountant, Audit and Litigation Support Departments

- CPA, State of Georgia; licensing date: 1992. Presently not licensed or practicing.
- As member of a small team prepared under intensive deadlines three consecutive annual audits, tax returns, consolidations, and valuations for a mixed-use commercial real estate portfolio valued at more than US\$1 billion.
- Served on the audit team for a public company developing satellite television equipment
- Investigated, identified, and reported on fraudulent business practices in support of litigation attorneys while working for the firm's bankruptcy department in New York City. Separate engagements resulted in a Chapter 7 liquidation and criminal indictment of executive leadership, respectively.
- Served as audit senior for smaller client engagements in real estate, non-profit, and manufacturing industries.

EDUCATION

UNIVERSITY OF MICHIGAN, Ann Arbor, Michigan
Master of Business Administration, 1996

UNIVERSITY OF TENNESSEE, Knoxville, Tennessee
Bachelor of Science, Accounting, 1989

Viraj Parikh

Experience

- LEAD Public Schools, Chief Financial Officer in Nashville, TN** **Sep 2013 – Present**
- Operator of a network of five high performing, tuition-free charter schools, including zoned enrollment conversion schools, in partnership with Metro Nashville Public Schools and the Tennessee Achievement School District
 - Responsibilities include strategy and analysis, budgeting, real estate acquisition and financing, building upgrades, vendor and lease negotiations, federal grant reimbursements, campus-wide technology procurement and policies, and Board communication.
- Vailwood Capital, Portfolio Manager in Nashville, TN** **Jan 2009 – Aug 2013**
- Managed a significant equity and real estate portfolio; ideas generated through a bottoms-up research process of companies that can demonstrate growth at a reasonable price
- Kraft Turnaround & Restructuring Group, Consultant in Nashville, TN** **Jan 2009 – Jun 2009**
- Consulting assignment for Nissan North America during the period of the government-led auto bailout
- Courage Capital, Analyst in Nashville, TN** **Jul 2005 – Jun 2008**
- Research analyst & junior portfolio manager at a billion-dollar hedge fund; sectors included steel & autos
- Citigroup Smith Barney, Financial Advisor in New York, NY** **May 2002 – Jun 2005**
- Financial advisor & portfolio manager to high-net worth families
- Topaz Capital, Portfolio Manager in New York, NY** **Nov 1999 – Feb 2002**
- Portfolio manager of a small technology-oriented hedge fund
- Schroder & Co., Equity Research Analyst in New York, NY** **May 1997 – Oct 1999**
- Associate analyst in the Equities division of an investment bank, covering the consumer staples sector
- Arthur Andersen, Senior Consultant in San Francisco, CA** **Sep 1993 – Jun 1996**
- Operations & business consulting for Fortune 500 companies and major government entities across the U.S.

Education

- Nashville Software School** **Jan 2013 - Jun 2013**
- Software development boot camp focused on front-end (HTML5/CSS3 & Javascript/jQuery scripting) and back-end development (Ruby-on-Rails & test-driven development)
- Columbia Business School, M.B.A** **Sep 1996 – May 1998**
- General management program with an emphasis on security analysis, turnarounds and negotiations
- U.C. Berkeley, B.A. Political Economy** **Sep 1989 – May 1993**
- Study of advanced countries and the choices made between wealth creation and representative democracy

Jay Brown Biography

Jan Brown is proud to have joined the LEAD Public School leadership team as Chief Academic Officer in June of 2014. Her responsibilities include: build and manage a high performing team of school leaders; provide leadership, coaching, feedback, and support to ensure that school leaders are on track to meet school goals and fulfill LEAD's mission; evaluate performance, oversee high quality implementation of each school's educational design, including standards, assessments, instructional guidelines, and school culture; ensure that schools are meeting student achievement goals through regular review of benchmark, MAP, TCAP, AP, SAT, and ACT data; and ensure that schools build and cultivate a robust talent pipeline

Jay Brown earned her undergraduate degree from Bradley University and completed her graduate degree in Educational Policy and Leadership at Marquette University. After teaching middle school science and elementary grades for seven years, Jay Brown served as the Elementary Director at Milwaukee College Preparatory School (formerly Marva Collins Prep.), one of the country's most well known and highest achieving charter schools.

In 2006, she left Milwaukee to work with a data management and accountability group known as School Performance in Albany, New York. Under the leadership of Doug Lemov (author of *Teach Like a Champion*), her primary role was to provide principals with implementation strategies once they received interim assessment results. Jay was also responsible for helping start-up schools meet state requirements, planning and facilitating professional learning, and fostering Board communication and management. She then served as Director of School Support for the Cristo Rey Network-25 urban, Catholic high schools in 18 states.

Since late 2010, Jay has worked as an independent consultant to support principals, teachers, and other educational organizations with top-quality strategic planning, professional learning, and instructional support services. Recently, Jay was asked to use these skills with an elite team of professional educators to review and support schools in South Africa.

Previously, Jay was collaborating with Chicago's Academy of Urban School Leadership (AUSL) as a leadership coach for assistant principals and leadership teams. Additionally, she coordinates the summer training for over 400 teachers to the AUSL Network/Chicago Public Schools. Her specialties including instructional walkthroughs, school performance visits with a focus on climate and culture, developing teacher capacity in Common Core instructional shifts and more. Any remaining hours are given to her consulting firm, Jay Brown, LLC, which now serves clients in Nashville, Cleveland, Boston, Sarasota, and Brooklyn, NY.

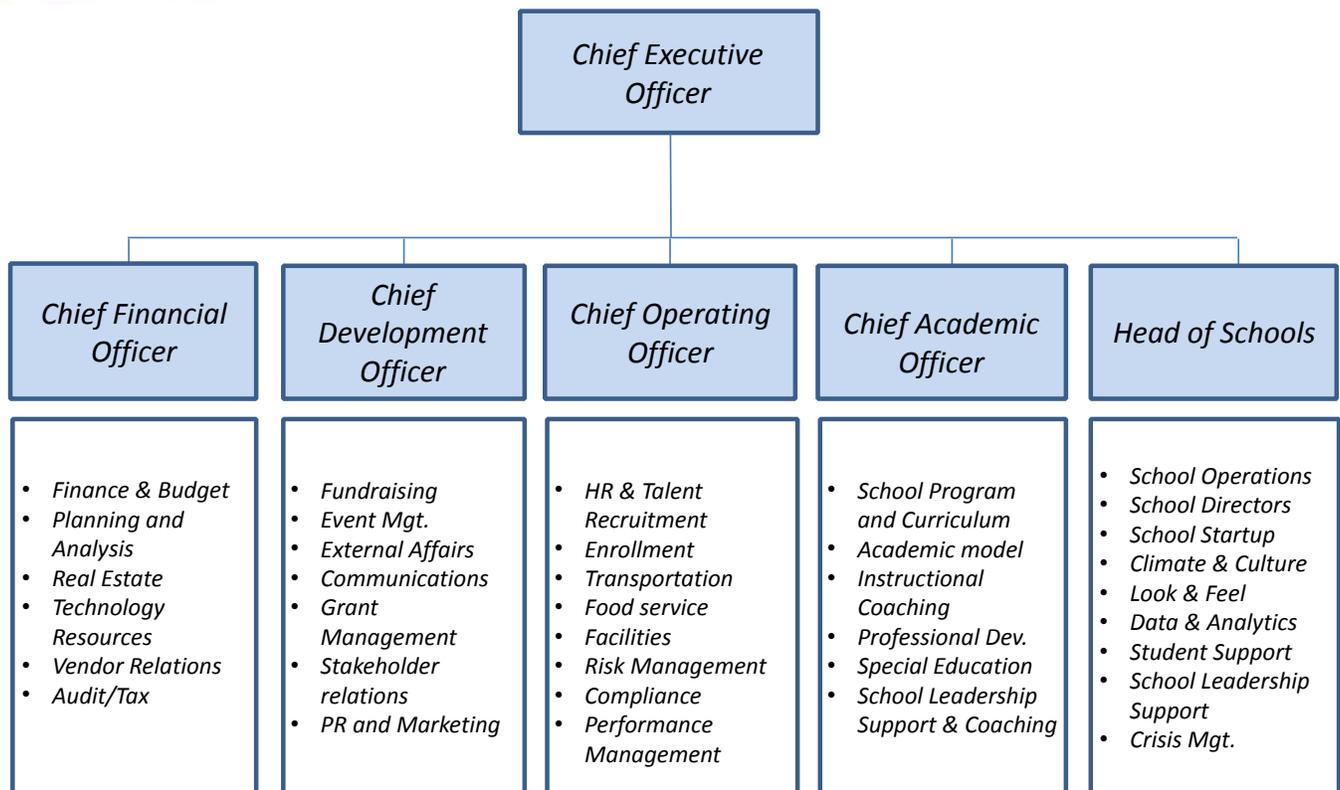


**LEAD Public Schools, Inc.
Board of Directors
2013-2014 School Year**

- Mr. Dwayne Tucker, Chairman, Retired
 - [REDACTED]
 - [REDACTED]
- Ms. Kim Ames, Board Treasurer, AllParts Medical, LLC
 - [REDACTED]
 - [REDACTED]
- Honorable Richard Dinkins, Board Secretary, Tennessee Court of Appeals
 - [REDACTED]
 - [REDACTED] office
- Ms. Tara Scarlett, Nutro
 - [REDACTED]
 - [REDACTED]
- Mr. William Braddy, III
 - [REDACTED]
 - [REDACTED]
- Ms. Candice McQueen, Lipscomb University
 - [REDACTED]
 - [REDACTED]
- Mr. Jerome Oglesby, Deloitte
 - [REDACTED]
 - [REDACTED]
- Jimmy Patton, Rogers Group Inc.
 - [REDACTED]
- Earl Lattimore, Metro Nashville Public Schools
 - [REDACTED]
- Jeremy Kane, Founder
 - [REDACTED]
 - [REDACTED]
- Mr. Chris Whitson, General Counsel
 - [REDACTED]
 - [REDACTED]

LEAD RESUMES & CURRICULUM VITAE

**LEAD Public Schools
Network Support Team (Home Office)**



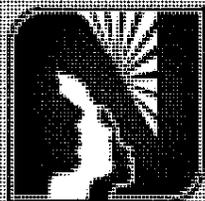
LEAD LETTERS OF SUPPORT



LETTERS OF SUPPORT

ALAN H. COVERSTONE, METROPOLITAN NASHVILLE PUBLIC SCHOOLS 2
MAYOR KARL F. DEAN, MAYOR,
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY 3
CONGRESSMAN JIM COOPER, 5TH DISTRICT, STATE OF TENNESSEE 4
COMMISSIONER KEVIN HUFFMAN, STATE OF TENNESSEE, DEPT OF EDUCATION 5
COUNCIL LADY SANDRA MOORE, DISTRICT 17,
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY 6
KEVIN HALL, CEO, CHARTER SCHOOL GROWTH FUND 7
REPRESENTATIVE HAROLD M. LOVE, JR., STATE OF TENNESSEE 8
GREG THOMPSON, CEO, TENNESSEE CHARTER SCHOOL CENTER 9
EDITH TAYLOR LANGSTER, COUNCIL MEMBER, DISTRICT 21
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY 10
BOB OBROTHA, TENNESSEE COLLEGE ACCESS & SUCCESS NETWORK 11
KRISTIN MCGRANER, FOUNDER & EXEC DIRECTOR, STEM PREP ACADEMY 12

LEAD LETTERS OF SUPPORT



METROPOLITAN
Nashville
PUBLIC SCHOOLS

Alan H. Coverstone
Executive Officer, Innovation

July 15, 2014

Mr. Arne Duncan, Secretary
U.S. Department of Education
Washington, DC

Letter of Support for LEAD Public Schools

From:

Alan Coverstone, Ed.D.
Executive Officer, Innovation

Dear Secretary Duncan:

I am pleased to write this letter to support LEAD Public School's application to the U.S. Department of Education's Charter School Program -- Replication and Expansion of High-Quality Charter Schools initiative (82.424M) for funding to expand LEAD Public Schools' ability to serve more students in Nashville, Tennessee.

I have witnessed LEAD Public Schools' success in improving the educational landscape for students in Nashville by providing four high-quality charter schools, and we admire LEAD's unwavering commitment to do "Whatever it Takes" to graduate 100% of their students and send them to a 4-year college or university. We are especially supportive of their pioneering commitment to partner with the district on school turnarounds. LEAD is also known for their efforts to involve stakeholders from higher education, business, and the local community in the effort to provide a college ready education for all students.

We enthusiastically support them as partners as they strive to increase their impact in Nashville so that more of our young people may attend and graduate from a high-quality LEAD school, and be fully prepared for the challenges of college and to begin successful careers.

I strongly recommend that the Department provide full funding for LEAD's request and I stand eager to provide additional information.

Sincerely,

Alan Coverstone
Executive Officer, Innovation
Metropolitan Nashville Public Schools

LEAD LETTERS OF SUPPORT



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

**KARL F. DEAN
MAYOR**

**OFFICE OF THE MAYOR
METROPOLITAN COURTHOUSE
NASHVILLE, TENNESSEE 37201
PHONE: (615) 862-6000
FAX: (615) 862-6040**

July 15, 2014

Mr. Arne Duncan, Secretary
U.S. Department of Education
Washington, DC

Re: Letter of Support for LEAD Public Schools

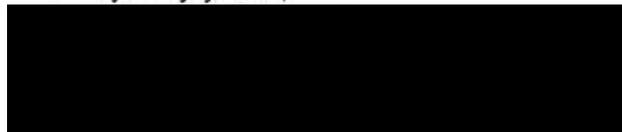
Dear Secretary Duncan:

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I have witnessed LEAD Public Schools' success in improving the educational landscape for students in Nashville by providing four high-quality charter schools, and I admire LEAD's unwavering commitment to do "Whatever it Takes" to graduate 100% of their students and send them to 4-year colleges or universities. I am especially supportive of their pioneering commitment to partner with our local school district on school turnarounds. LEAD is also known for their efforts to involve leaders from our higher education, business, and local communities in their quest to provide an excellent education for all students.

I enthusiastically support their growth plan to expand their impact in Nashville so that more of our young people will have the ability to attend a high quality school and be fully prepared for the challenges of college and career. I thus strongly recommend that the Department provide full funding for LEAD's request. Please do not hesitate to contact me for further information.

Very truly yours,



Karl F. Dean
Mayor

JIM COOPER

5TH DISTRICT, TENNESSEE

COMMITTEES:

ARMED SERVICES

OVERSIGHT AND
GOVERNMENT REFORM

WEB SITE: www.cooper.house.gov

LEAD LETTERS OF SUPPORT

Congress of the United States
House of Representatives
Washington, DC 20515

PLEASE MAIL TO NASHVILLE OFFICE:

605 CHURCH STREET
NASHVILLE, TN 37219-2314
(615) 736-5295
FAX: (615) 736-7479

WASHINGTON OFFICE:
(202) 225-4311
FAX: (202) 226-1035

July 16, 2014

LaShawndra Thornton
U.S. Department of Education
400 Maryland Avenue SW
Room 4W257
Washington, DC 20202-5970

Dear Ms. Thornton:

I am writing in support of LEAD Public School's application to the U.S. Department of Education's Charter School Program -- Replication and Expansion of High-Quality Charter Schools initiative.

LEAD currently runs a network of five public schools in Nashville and closely partners with the district on school turnarounds. Since its founding in 2007, LEAD has achieved major scholastic and community goals. LEAD Academy Middle School was recognized as a reward school (top 5% in growth) in 2011, and the other LEAD schools are showing similarly demonstrable growth. In January of this year, LEAD was one of twelve charter management organizations invited to participate in a nationwide effort to share best practices. In May, LEAD hit a milestone graduating 100% of its inaugural class and sending all 44 students to a 4-year college or university.

LEAD is also known for its efforts to involve stakeholders from higher education, business, and the local community in the effort to provide a college ready education for all students.

I strongly support LEAD's application and believe an award will allow more students to benefit from its high-quality education.

Sincerely,



Jim Cooper

LEAD LETTERS OF SUPPORT



STATE OF TENNESSEE
DEPARTMENT OF EDUCATION
NINTH FLOOR, ANDREW JOHNSON TOWER
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TN 37243-0375

BILL HASLAM
GOVERNOR

KEVIN HUFFMAN
COMMISSIONER

July 16, 2014

The Honorable Arne Duncan
U.S. Department of Education Building
400 Maryland Ave, SW
Washington, DC 20202

Dear Secretary Duncan:

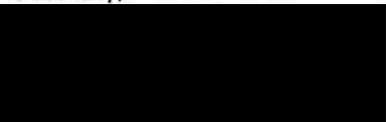
I am pleased to write this letter to support LEAD Public School's application to the U.S. Department of Education's Charter School Program -- Replication and Expansion of High-Quality Charter Schools initiative for funding to expand LEAD Public Schools' ability to serve more students in Nashville, Tennessee.

I have witnessed LEAD Public Schools' success in improving the educational landscape for students in Nashville by providing four high-quality charter schools and we admire LEAD's unwavering commitment to do "Whatever it Takes" to graduate 100% of their students and send them to a 4-year college or university. We are especially supportive of their pioneering commitment to partner with the district on school turnarounds. LEAD is also known for their efforts to involve stakeholders from higher education, business, and the local community in the effort to provide a college ready education for all students.

We enthusiastically support their growth plans to expand their impact in Nashville so that more of our young people may attend and graduate from a high-quality LEAD school, and be fully prepared for the challenges of college and to begin successful careers.

I strongly recommend that the Department provide full funding for LEAD's request and I stand eager to provide additional information.

Sincerely,


Kevin Huffman
Commissioner

LEAD LETTERS OF SUPPORT

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY



One Public Square, Suite 204
Nashville, Tennessee 37219
Office: (615) 291-6717
Fax: (615) 862-6784

916 Benton Avenue
Nashville, Tennessee 37204
Home: (615) 386-9246

Email: sandra.moore@nashville.gov

SANDRA MOORE

Council Lady, District 17

July 15, 2014

Mr. Arne Duncan, Secretary
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202

Dear Secretary Duncan:

I am pleased to write this letter in support of LEAD Public School's application to the U.S. Department of Education's Charter School Program -- Replication and Expansion of High-Quality Charter Schools initiative (82.424M). This funding will expand LEAD Public Schools' ability to serve more students in Nashville, Tennessee.

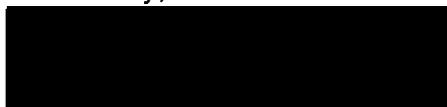
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I strongly recommend that the Department of Education provide full funding for LEAD's request and stand eager to provide additional information.

Sincerely,



Sandra V. Moore
Council Lady, District 17

LEAD LETTERS OF SUPPORT



Charter School Growth Fund
Helping public education thrive.

July 18, 2014

The Honorable Arne Duncan
U.S. Secretary of Education
U.S. Department of Education
400 Maryland Ave., SW
Washington, D.C. 20202

Dear Secretary Duncan,

I am pleased to write this letter to support LEAD Public Schools' application to the U.S. Department of Education's Charter School Program -- Replication and Expansion of High-Quality Charter Schools initiative (84.282M) for funding to expand LEAD Public Schools' ability to serve students in Nashville, Tennessee. As President and CEO of the Charter School Growth Fund and an investor in the highest-performing charter school networks in the nation, I fully support LEAD's proposed expansion, which I believe will improve educational opportunities for our nation's children.

The Charter School Growth Fund ("CSGF") is a non-profit philanthropic fund that invests in the nation's highest-performing charter school operators to dramatically expand their impact on underserved students. Founded in 2005 by national philanthropists to transform K-12 education, CSGF has invested in more than 40 charter school management organizations that represent some of the most innovative and successful public school networks in the United States.

CSGF invested in LEAD Public Schools in 2011; during the past three years, we've supported LEAD Public Schools' growth from one to four high-quality charter schools that serve predominately low-income and minority students. We admire LEAD's unwavering commitment to do "Whatever it Takes" to graduate 100% of their students and send them to a four-year college or university. One hundred percent of LEAD's 2014 graduating senior class are heading to a four-year college – a true testament to the outstanding education LEAD is providing its students. We also support LEAD's pioneering commitment to partner with their local school district, Metro Nashville Public Schools, on school turnarounds. LEAD is known for its efforts to involve stakeholders from higher education, business, and the local community in the effort to provide a college ready education for all students.

We enthusiastically support LEAD's growth plans to expand their impact in Nashville so that more students may attend and graduate from a high-quality LEAD school, fully prepared for the challenges of college and careers ahead.

Sincerely,



Kevin Hall
President and CEO
Charter School Growth Fund

LEAD LETTERS OF SUPPORT



HAROLD MOSES LOVE, JR.
STATE REPRESENTATIVE
58TH LEGISLATIVE DISTRICT
35 Legislative Plaza
Nashville, Tennessee 37243
615-741-3831 (Office)
615-253-0323 (Fax)

HOUSE OF REPRESENTATIVES
STATE OF TENNESSEE
NASHVILLE

COMMITTEES
Education
Insurance & Banking
SUBCOMMITTEE
Education

House Democratic Caucus
Secretary

EMAIL: rep.harold.love@capitol.tn.gov

July 17, 2014

Mr. Arne Duncan, Secretary
U.S. Department of Education
400 Maryland Avenue SW
Washington, DC 20202

Letter of Support for LEAD Public Schools

Dear Secretary Duncan:

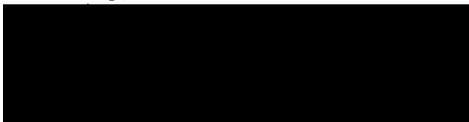
I am pleased to write this letter to support LEAD Public School's application to the U.S. Department of Education's Charter School Program -- Replication and Expansion of High-Quality Charter Schools initiative (82.424M) for funding to expand LEAD Public Schools' ability to serve more students in Nashville, Tennessee.

I have witnessed LEAD Public Schools' success in improving the educational landscape for students in Nashville by providing four high-quality charter schools and we admire LEAD's unwavering commitment to do "Whatever it Takes" to graduate 100% of their students and send them to a 4-year college or university. We are especially supportive of their pioneering commitment to partner with the district on school turnarounds. LEAD is also known for their efforts to involve stakeholders from higher education, business, and the local community in the effort to provide a college ready education for all students.

We enthusiastically support their growth plans to expand their impact in Nashville so that more of our young people may attend and graduate from a high-quality LEAD school, and be fully prepared for the challenges of college and to begin successful careers.

I strongly recommend that the Department provide full funding for LEAD's request and I stand eager to provide additional information.

Sincerely,



Harold M. Love, Jr., 33rd
State Representative

LEAD LETTERS OF SUPPORT



July 17, 2014

Mr. Arne Duncan, Secretary
U.S. Department of Education
Washington, DC

Dear Secretary Duncan:

I am pleased to write this letter to support LEAD Public School's application to the U.S. Department of Education's Charter School Program -- Replication and Expansion of High-Quality Charter Schools initiative (82.424M) for funding to expand LEAD Public Schools' ability to serve more students in Nashville, Tennessee.

I have witnessed LEAD Public Schools' success in improving the educational landscape for students in Nashville by providing four high-quality charter schools and we admire LEAD's unwavering commitment to do "Whatever it Takes" to graduate 100% of their students and send them to a 4-year college or university. We are especially supportive of their pioneering commitment to partner with the district on school turnarounds. LEAD is also known for their efforts to involve stakeholders from higher education, business, and the local community in the effort to provide a college ready education for all students.

We enthusiastically support their growth plans to expand their impact in Nashville so that more of our young people may attend and graduate from a high-quality LEAD school, and be fully prepared for the challenges of college and to begin successful careers.

I strongly recommend that the Department provide full funding for LEAD's request and I stand eager to provide additional information.

Sincerely,



Greg Thompson
CEO, Tennessee Charter School Center

LEAD LETTERS OF SUPPORT



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

2423 Underwood Street
Nashville, Tennessee 37208

Home: (615) 320-5783
Office: (615) 291-6721
Email: edith.langster@nashville.gov

EDITH TAYLOR LANGSTER

Councilmember, District 21

July 17, 2014

Mr. Arne Duncan, Secretary
U.S. Department of Education
Washington, DC 20202-7100

Dear Secretary Duncan:

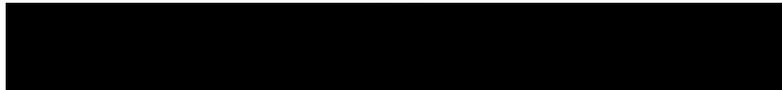
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I have witnessed LEAD Public Schools' success in improving the educational landscape for students in Nashville by providing four high-quality charter schools. I admire LEAD's unwavering commitment to do "Whatever it Takes" to graduate 100% of their students and send them to a 4-year college or university. I am especially supportive of their pioneering commitment to partner with the district on school turnarounds. LEAD is also known for their efforts to involve stakeholders from higher education, business, and the local community in the effort to provide a college ready education for all students.

I enthusiastically support their growth plans to expand their impact in Nashville so that more of our young people may attend and graduate from a high-quality LEAD school, and be fully prepared for the challenges of college and to begin successful careers.

I strongly recommend that the Department provide full funding for LEAD's request and I stand eager to provide additional information.

Sincerely,



Edith Taylor Langster
Councilmember, District 21

LEAD LETTERS OF SUPPORT



Mr. Arne Duncan, Secretary
U.S. Department of Education
Washington, DC

Dear Secretary Duncan:

This letter is to document the Tennessee College Access and Success Network's support and commitment for LEAD Public Schools and their proposal to the U.S. Department of Education's Charter School Program -- Replication and Expansion of High-Quality Charter Schools initiative (82.424M) for funding to expand LEAD Public Schools' ability to serve more students in Nashville, Tennessee.

LEAD has been an excellent partner in expanding college access and success initiatives for low-income/first-generation college bound students. I have witnessed LEAD Public Schools' success in improving the educational landscape for students in Nashville by providing four high-quality charter schools and we admire LEAD's unwavering commitment to do "Whatever it Takes" to graduate 100% of their students and send them to a 4-year college or university. We are especially supportive of their pioneering commitment to partner with the district on school turnarounds. LEAD is also known for their efforts to involve stakeholders from higher education, business, and the local community in the effort to provide a college ready education for all students.

We appreciate the opportunity to support LEAD in their proposa and look forward to working collaboratively with both them and you on improving outcomes for their students.

If you have any questions, please feel free to contact me at [REDACTED]

Sincerely, [REDACTED]

Bob O'Connell
Executive Director

LEAD LETTERS OF SUPPORT



July 19, 2014

Mr. Arne Duncan, Secretary
U.S. Department of Education
Washington, DC

Letter of Support for LEAD Public Schools
From
Kristin McGraner, Ed.D., Founder &
Executive Director

Dear Secretary Duncan:

I am pleased to write this letter to support LEAD Public School's application to the U.S. Department of Education's Charter School Program -- Replication and Expansion of High-Quality Charter Schools initiative for funding to expand LEAD Public Schools' ability to serve more students in Nashville, Tennessee.

I have witnessed LEAD Public Schools' success in improving the educational landscape for students in Nashville by providing four high-quality charter schools and we admire LEAD's unwavering commitment to do "Whatever it Takes" to graduate 100% of their students and send them to a 4-year college or university. We are especially supportive of their pioneering commitment to partner with the district on school turnarounds. LEAD is also known for their efforts to involve stakeholders from higher education, business, and the local community in the effort to provide a college ready education for all students.

We enthusiastically support their growth plans to expand their impact in Nashville so that more of our young people may attend and graduate from a high-quality LEAD school, and be fully prepared for the challenges of college and to begin successful careers.

I strongly recommend that the Department provide full funding for LEAD's request and I stand eager to provide additional information.

Sincerely,

A large black rectangular redaction box covering the signature area.

Kristin McGraner, Ed.D.
Founder, Executive Director
STEM Preparatory Academy

A large black rectangular redaction box covering the footer area.

LEAD Schools Operated by Applicant

LEAD Public Schools ABSOLUTE PRIORITY Schools Operated by Applicant

a). Copies of charter agreements for each school listed below follow this introduction on pages as noted:

- | | |
|---|------------|
| 1. LEAD Academy, Middle and High School | pp. 3-34 |
| 2. Cameron College Prep | pp. 35-70 |
| 3. Brick Church College Prep | pp. 71-104 |
| 4. LEAD Prep Southeast | pp.105-137 |

b) Unique school identification number issued by the State of Tennessee for each school is included in the chart on page 2

c). Performance agreements are contained within the charter agreements

d) Physical locations of the schools are noted in the chart on page 2

e) Each of the four schools has separate facilities, staff and student bodies

f) Day-to-day operations at the separate schools are carried out by different administrators (school directors are listed for each school), and the schools are run by separate principals (termed "School Directors").

LEAD Schools Operated by Applicant

LEAD Public Schools - 2013-2014 School Year		
Logo	Logo	Logo
<p>LEAD Prep Southeast—Founded in 2013 531 Metroplex Drive, Nashville, TN 37211</p> <ul style="list-style-type: none"> • Chris Elliott, School Director • Serves 55 students in Grade 5 • 95% Free and Reduced Lunch • NCES 470318002286 • TN School Code 198013 	<p>Operator: LEAD Prep Southeast, Nonprofit LLC Authorizer: Metropolitan Board of Public Education for Nashville and Davidson County</p>	
<p>Brick Church College Prep—Founded in 2012 2835 Brick Church Pike, Nashville TN 37207</p> <ul style="list-style-type: none"> • Edon Katz, School Director • Serves 179 students in Grades 5-6 • 88% Free and Reduced Lunch • NCES 470318001400 • TN School Code 190063 	<p>Operator: Brick Church College Prep, LLC Authorizer: Achievement School District (ASD)</p>	
<p>Cameron College Prep—Founded in 2011 1034 1st Avenue S., Nashville, TN 37210</p> <ul style="list-style-type: none"> • Tait Danhausen, School Director • Serves 450 students in Grades 5-7 • 97% Free and Reduced Lunch • NCES 470318002260 • TN School Code 198010 	<p>Operator: Cameron College Prep, Nonprofit LLC Authorizer: Metropolitan Board of Public Education for Nashville and Davidson County</p>	
<p>LEAD Academy Middle School—Founded 2007 1015 Davidson Drive, Nashville TN 37205</p> <ul style="list-style-type: none"> • Founded in 2007 • Nic Frank, School Director • Serves 317 students in Grades 5-8 • 96% Free and Reduced Lunch • NCES 470318002286 • TN School Code 19803 	<p>Operator: LEAD Academy, Nonprofit LLC Authorizer: Metropolitan Board of Public Education for Nashville and Davidson County</p>	
<p>LEAD Academy High School—Founded 2007 1704 Heiman Street, Nashville, TN 37208</p> <ul style="list-style-type: none"> • Founded in 2007 • <i>First class of graduates in June 2014</i> • LaVoe Mulgrew, School Director • Serves 219 students in Grades 9-12 • 82% Free and Reduced Lunch • NCES 470318002286 • TN School Code 19803 	<p>Operator: LEAD Academy, Nonprofit LLC Authorizer: Metropolitan Board of Public Education for Nashville and Davidson County</p>	

**AMENDED AND RESTATED
CHARTER AGREEMENT**

BY AND BETWEEN

**THE METROPOLITAN BOARD OF
PUBLIC EDUCATION OF NASHVILLE
AND DAVIDSON COUNTY**

AND

LEAD Academy, Nonprofit LLC

AMENDED AND RESTATED CHARTER AGREEMENT

This Amended and Restated Charter Agreement is entered into this, the __ day of January 2011, but will be deemed effective as of August 1, 2008, by and between the Metropolitan Board of Public Education for Nashville and Davidson County (the “Chartering Authority”) and LEAD Academy, Nonprofit LLC, (the “Sponsor”), a Tennessee nonprofit limited liability company and successor-in-interest to LEAD Academy (collectively, the “Parties”).

Recitals:

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

WHEREAS, the Act specifies the method for establishing such charter schools and the requirements that must be met by charter schools;

WHEREAS, the Act authorizes the Chartering Authority to grant charters to operate public charter schools within its district;

WHEREAS, the Sponsor submitted an Application, attached hereto as Exhibit 1 and incorporated herein by reference (the “Application”), to the Chartering Authority in accordance with the Act and requested that the Chartering Authority formally grant the Sponsor a charter to allow the Sponsor to operate LEAD Academy, a public charter school, within the Chartering Authority’s local school district;

WHEREAS, the Chartering Authority approved the Sponsor’s Application and agreed to formally grant the Sponsor a charter to allow the Sponsor to operate LEAD Academy, within the Chartering Authority’s local school district in accordance with the Act and pursuant to the terms and conditions as set forth in the Sponsor’s Application;

WHEREAS, the Chartering Authority and LEAD Academy, predecessor-in-interest to Sponsor, entered into that certain Charter Agreement, dated August 1, 2008 (the “Original Charter Agreement”).

WHEREAS the Parties now desire to amend and restate the Original Charter Agreement in accordance with the terms of this Amended and Restated Charter Agreement (the “Charter Agreement”) in order to set forth the terms and conditions of the Charter in writing as required by the Act;

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

1. Grant of Charter

1.1 Grant and Issuance of Charter

Pursuant to the Act, and based on and in reliance upon the information and representations of the Sponsor in the Application, the Chartering Authority hereby grants and issues to Sponsor a charter for the creation, maintenance, and operation of a public charter school known as LEAD Academy (the “Charter School”). The operation of the Charter School by the Sponsor shall be subject to the terms and conditions of this Charter Agreement and the Act. As required by TCA § 49-13-110, this Charter Agreement includes all components of the Sponsor’s Application, which is incorporated herein by reference and attached hereto as Exhibit 1. In accordance with the terms of the Sponsor’s Application, the Sponsor will operate the Charter School, with a Middle School (5th – 8th grades) and High School (9th – 12th grades), with the Charter School adding a new grade each year until the Charter School is operating 5th through 12th grades.

1.2 Type of Charter

The Chartering Authority authorizes the Sponsor to operate the Charter School pursuant to TCA § 49-13-106(a) (1).

1.3 Student Population and Enrollment

Also pursuant to TCA §49-13-106(a) (1), the Chartering Authority authorizes the Sponsor to enroll students in the Charter School. Enrollment in the Charter School shall be open to any student within the Metropolitan Nashville Public School System who:

- Were previously enrolled in a charter school; or
- Who are assigned to, or were previously enrolled in, a school failing to make adequate yearly progress, as defined by the state’s accountability system, giving priority to at-risk students; or
- Students who, in the previous school year, failed to test proficient in the subjects of language arts/reading or mathematics in grades three through eight (3-8) on the Tennessee Comprehensive Assessment Program (TCAP) examinations; or
- Students who, in the previous school year, failed to test proficient on the Gateway examinations in language arts/reading or mathematics; or
- Students who are eligible for free or reduced-price lunch; or
- Students who are under the jurisdiction of a Juvenile Court and who, in the court’s judgment would benefit from a work experience and career exploration program, provided that the Charter School shall, in addition to complying with the application requirements of §49-13-107, apply to the Commissioner of Education for approval of its proposed work experience and career exploration program; or
- Students who are eligible for free or reduced-price lunch and who are enrolled in LEA’s that have an average daily membership (ADM) of fourteen thousand (14,000) students or more and three (3) or more schools which have missed the same benchmark for adequate yearly progress for two (2) or more consecutive years resulting in such schools being designated as high priority schools.

LEAD Schools Operated by Applicant

Contract# L-2065 A1

The Sponsor shall enroll students as set forth in TCA § 49-13-113 and according to the deadlines and timetables set forth in policies and administrative rules and regulations of the Chartering Authority, specifically SBO 1.107. The Sponsor shall not discriminate with respect to admissions on the basis of race, creed, color, national origin, religion, ancestry, or the need for special education and related services as set forth in the Application and the Act.

Students must be enrolled according to the numbers and grades included in the Charter Applicant Information Sheet in the Charter Application. Enrolled students must be residents of Davidson County and of eligible ages to attend as set forth in State Board Policy. Increases in total enrollment numbers greater than 15% (with the express exception of the students added through the addition of a new grade) constitutes a material change in this Charter Agreement, and is not permitted unless formal amendment to this Charter Agreement is secured in advance according to the provisions outlined in TCA § 49-13-110(b). Reductions in total enrollment greater than 15% or 50 students must be reported to the Office of Charter and Private Schools and evaluated to determine if they are material, and enrollment changes in successive years or changes that will be for the life of the charter are usually material, requiring Charter amendment.

The Sponsor will make preliminary enrollment projections by grade for the following school year no later than December 15, subsequently adjusted projections for use in setting lottery and waitlist cut lines no later than February 15, and official start of school projections no later than July 15th. The Sponsor will also submit its annual Enrollment Report as required by TCA 49-13-106(a)(3) including the list of students who applied, date of application, all students accepted and priority category of each accepted student, number, names, and priority category of admitted students, number, names, and priority category of enrolled students, number and names remaining on waitlist, number of applications received after the lottery deadline.

Waitlists are constructed annually at the admission lottery, and applications from eligible students, received after the lottery deadline, must be entered at the bottom of the existing waitlist.

Students enrolled by the Charter School may not be discharged to another District school without the collaboration of appropriate District personnel. However, since charter schools are schools of choice, students may freely withdraw to their school of original residential zone. The Charter School must demonstrate parental consent or District authorization for each student who leaves the Charter School during the academic year. Prior to expulsion of any student, the Charter School will follow the procedure and appeals process attached hereto as Exhibit 2.

2. Roles and Responsibilities

2.1 Of Sponsor

The Sponsor shall ensure that the Charter School is governed and operated as set forth in the Application and in accordance with this Charter Agreement, the Act, and all other applicable laws and regulations. The Sponsor shall be accountable to the Chartering Authority for ensuring the implementation of the terms and conditions of this Charter Agreement.

LEAD Schools Operated by Applicant

Contract# L-2065 A1

To the extent that applicable law or this Charter Agreement renders any obligations the responsibility of the Governing Body, the Charter School, or any other third parties, the Sponsor shall ensure that the responsible entity fulfills those obligations. If the Sponsor fails to ensure such obligations are fulfilled, the Sponsor shall be deemed to have committed the act or omission itself for the purposes of determining whether the Chartering Authority may revoke or terminate the Charter or impose sanctions as provided for herein.

The Sponsor will carry out its roles and responsibilities, as detailed in this Charter Agreement, in a professional and responsible manner. The Sponsor will use reasonable, good faith efforts to govern the activities of the Charter School and oversee the Governing Body.

2.2 Of Governing Body

The Governing Body shall ensure that the Charter School's activities are conducted in compliance with this Charter Agreement and all applicable law, including specifically TCA § 49-13-111. The Governing Body shall report and be accountable to the Sponsor for the implementation of this Charter Agreement and the achievement of the performance objectives and goals stated in this Charter Agreement.

The Governing Body has conducted, or will conduct within ninety (90) days of the Effective Date: national, and state and local criminal background on each current member of the Governing Body to the fullest extent permitted under applicable law. Any person who has been convicted of the following acts shall be prohibited from serving on the Governing Body, unless such prohibition is expressly waived by the Chartering Authority in writing: a felony or other criminal offense involving dishonesty, fraud or moral turpitude.

The Governing Body will conduct, at least fourteen (14) days prior to the approval of any new member: national, state and local criminal background checks on the prospective member to the fullest extent permitted under applicable law. Any person who has been convicted of the following shall be prohibited from serving on the Governing Body, unless such prohibition is expressly waived by the Chartering Authority in writing: a felony or other criminal offense involving dishonesty, fraud or moral turpitude.

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

The Governing Body shall carry out its roles and responsibilities, as detailed in this Charter Agreement, in a professional and responsible manner. The Governing Body will use reasonable, good faith efforts to manage the activities of the Charter School and oversee the operation of the Charter School and the implementation of this Charter Agreement.

As required by TCA § 49-13-111(n), the Governing Body shall require any member of the governing body, employee, officer, or other authorized person who receives funds, has access to funds, or has authority to make expenditures from funds, to give a surety bond in the form

prescribed by TCA 8-19-101. The cost of the surety bond shall be paid by the charter school and shall be in an amount determined by the governing body.

The Governing Body shall be the first avenue for response in case of any complaints or grievances filed against the Charter School or its employees. The Governing Body 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, school employees, the Office of Charter and Private Schools (OCPS) and any other persons who request it. If grievances persist following the actions of the Governing Body, those complaints will be investigated and resolved by the Office of Charter and Private Schools on behalf of the Chartering Authority, and the Governing Body is responsible for informing complaining parties of this avenue for redress should initial action by the Governing Body fail to satisfy. Investigation and sanctions by the Office of Charter and Private Schools is limited to alleged violations of laws or this Charter Agreement.

2.3 Of Charter School

Under the governance of the Sponsor and the management oversight of the Governing Body, the Charter School shall ensure that 1) the school employs and/or contracts with necessary personnel; 2) the organizational structure of the school after such hiring is consistent with the organizational structure in the Charter Application (Exhibit 1); 3) the school shall notify the Office of Charter and Private Schools (OCPS) in writing within 5 days of hiring, firing, resignation or other removal of the school leader; and 4) the faculty, staff and administration successfully implement the terms of this Charter Agreement.

The Charter School shall carry out its roles and responsibilities, as detailed in this Charter Agreement, in a professional and responsible manner. The Charter School will use reasonable, good faith efforts to educate children and demonstrate progress in achieving the goals and objectives outlined in this Charter Agreement.

2.4 Of Chartering Authority

The Chartering Authority shall allocate and pay one hundred percent (100%) of state and local funds to the Sponsor on a per pupil expenditure as provided in TCA § 49-13-112 and as calculated by the formula provided by the Tennessee State Department of Education. The Chartering Authority shall allocate and pay one ninth of the funds based on prior year ADM on August 15th each school year; provided, however, that during the first eight years of operations the Chartering Authority shall allocate and pay one ninth of the funds based on the sum of the prior year ADM and an agreed student count by Chartering Authority and Sponsor for the new grade of students which the Charter School will be adding that year. The remaining eight payments to the Sponsor will be allocated and paid after each attendance-reporting intervals 2 through 9. Each payment will be reconciled to the reported ADM for the period from the Chartering Authority records before being released. The final (ninth) payment will not be released until the year's ADMs have been reconciled. If the Sponsor elects to provide transportation for Charter School students, the Chartering Authority shall provide to the Charter

School the funds that would otherwise have been spent to provide transportation as provided in TCA § 49-13-114.

The Charter School shall include in its annual reports the transportation plans that are in effect, and shall communicate information regarding transportation to parents or guardians at the time a pupil enrolls.

The Chartering Authority will hold the Sponsor accountable for the performance of the Charter School through (i) the review of reports filed by the Sponsor and/or Governing Body and publication of accountability information and (ii) the Charter Agreement renewal process.

The Chartering Authority shall carry out its roles and responsibilities, as detailed in this Charter Agreement and the Act, in a professional and responsible manner. The Chartering Authority will use reasonable, good faith efforts to oversee the activities of the Sponsor and the performance of the Charter School.

3. General Terms and Conditions of the Charter Agreement

3.1 Definitions

The following are definitions of terms used in this Charter Agreement as defined in state law (TCA 49-13-104).

Chartering Authority – the local board of education which approves, renews or decides to revoke a public charter school application or agreement.

Governing Body – the organized group of persons who will operate the public charter school by deciding matters including, but not limited to, budgeting, curriculum and other operating procedures for the public charter school and by overseeing management and administration of a public charter school. The membership of a charter school’s governing board shall include at least one (1) parent representative whose child is enrolled in the charter school. Such parent representative shall be appointed by the governing body within six (6) months of the school’s opening date.

Local Education Agency (LEA) – any county, city or special school district, unified school district, school district of any metropolitan form of government or any other school system established by law (TCA 49-3-302). For purposes of this agreement, the LEA is defined as Metropolitan Nashville Public Schools (MNPS).

Sponsor – any individual, group or other organization filing an application in support of the establishment of a public charter school, provided, however, that a sponsor cannot be a for-profit entity, a private elementary or secondary school, a post-secondary institution not accredited by the Southern Association of Colleges and Schools, a religious or church school, or promote the agenda of any religious denomination or religiously affiliated entity. (Acts 2002, chap. 850, §4; 2005, chap. 414 §1; 2008, chap. 1101, § 1).

Public Charter School - a public school in the state of Tennessee that is established and operating under the terms of a charter agreement.

Capitalized terms used herein not otherwise defined herein shall have the meaning set forth in the Act. Whenever the term “Chartering Authority” is used herein, such term shall mean the Metropolitan Board of Public Education for Nashville and Davidson County and the Director of Schools of the Metropolitan Nashville Public Schools (“MNPS”) as an agent to carry out and implement the policies of the Chartering Authority. The terms “charter,” “Charter Agreement,” “Agreement” and “Charter School Agreement” are used interchangeably herein and have the meaning set forth in the Act for “Charter agreement.”

All defined terms used in this Charter Agreement shall be deemed to refer to the masculine, feminine, neuter, singular and/or plural, in each instance as the context and/or particular facts may require. Use of the terms “hereunder,” “herein,” “hereby,” and similar terms refer to this Charter Agreement.

3.2 Recitals

The recitals to this Charter Agreement are incorporated herein by reference and made a part hereof.

3.3 The Application

The Application, as attached hereto as Exhibit 1, sets forth the overall goals, standards, and general operational policies relating to the Charter School; the Application is not a complete statement of each detail of the operation of the Charter School. To the extent that the Sponsor, Governing Body or Charter School desires to implement specific policies, procedures, or other specific terms of operation that supplement those set forth in the Application, they shall be permitted to implement such policies, procedures, and specific terms of operation, provided that such policies, procedures, and terms of operation (i) are not otherwise prohibited or circumscribed by applicable law or this Charter Agreement, and (ii) are not materially different from those set forth in the Application.

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

Neither this Charter Agreement nor the Application may be amended without prior written approval of the Chartering Authority, except that, pursuant to TCA § 49-13-112(a), the Governing Body may revise the budget submitted in this Charter Agreement, subject to the requirements of state and federal law. If the Sponsor seeks to amend this Charter Agreement or the Application, it shall petition the Chartering Authority as set forth in TCA § 49-13-110(b).

All Material changes from the finally amended and approved Charter Application (Exhibit 1), must be reported to the Office of Charter and Private Schools for review prior to implementation. The Office (OCPS) will assess the changes to determine whether they constitute material changes that must be approved through the Charter Amendment process as set forth in TCA § 49-13-110(b). Material changes made unilaterally may result in the Governing Body’s

being found in violation of the Charter, assigned a corrective action plan, placed on probation, and/or required to reverse the change.

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

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

3.4 Relationships Not-for-Profit, Nonsectarian, Non-Religious, and Non-Cyber Based

The Sponsor shall ensure that the Charter School is nonsectarian and non-religious in its curriculum, programs, admission policies, employment practices, governance, and all other operations. The Sponsor shall comply with the requirements of the United States and Tennessee Constitutions, including those provided by the establishment clause of the First Amendment of the United States Constitution. The Sponsor shall not use any of the funds to operate the Charter School for the benefit of any religious or theological institution. The Charter School shall not be cyber-based.

3.5 Compliance with Applicable Laws and Regulations

By signing this Charter Agreement, the Sponsor warrants that it has made a detailed review of the Act, and that it has specific knowledge of its rights and responsibilities under the Act. Further, Sponsor shall comply with all federal, state and local laws applicable to the provision of public education.

3.6 Monitoring, Inspection and Certification of Records

The Chartering Authority may designate a representative or representatives to enter the premises of the Charter School at reasonable times with reasonable notice, to monitor whether

the Charter School is operating in compliance with applicable law and the terms and conditions of this Charter Agreement, and to evaluate whether the Sponsor is satisfying state standards of accountability. During such monitoring visits, any representative(s) of the Chartering Authority shall not unreasonably interfere in the operation of the Charter School.

The Charter School shall designate a representative to serve as the point person for ensuring compliance, reporting, and other communications related to the School's compliance with local, state, and federal laws and policies in keeping with oversight responsibilities of the Office of Charter and Private Schools.

Sponsor shall ensure that the following information is maintained at the Charter School and make such information available to the Chartering Authority or its representative upon request no later than the fourth (4th) business day following such request: (1) the Sponsor's Articles of Organization; (2) the Sponsor's Operating Agreement; (3) the enrollment and admissions process for the Charter School; (4) a list of all formerly and currently enrolled students and, for each student, the following information: full legal name, student identification number (for purposes of state testing), birth date, address, local school zone in which the student resides, names and address of legal guardians; required documentation relevant to the student's special needs status (if applicable); results on assessments required by applicable law and the Application, and documentation of a student's suspension or expulsion (if applicable); (5) list of all former and current staff members and teachers who work at the Charter School and, for each one, the following information: name, social security number, birth date, address, compensation, certification and evidence of highly qualified status; (6) evidence of insurance; (7) leases; (8) documentation of loans and other debt of the Sponsor related to the Charter School; (9) detailed accounting of school expenditures and sources of income received that are current through the preceding month, within thirty (30) days after the last day of such month; and (10) copies of all required certifications, and health and safety-related permits for occupancy of the physical plant for the purposes of the Charter School. Such information shall be used by the Chartering Authority to evaluate whether the Charter School is meeting its goals under this Agreement, the Application and the Act. The Sponsor shall ensure that copies of these records are maintained for the amount of time required by applicable law, but in no event less than two (2) years after the expiration, non-renewal, or revocation of the Charter Agreement, during which period, the Sponsor shall make such records available to the Chartering Authority upon request no later than the fifth (5th) business day following such request.

3.7 Regulatory and Statutory Requirements

The Sponsor acknowledges the regulatory and/or statutory requirements listed in TCA § 49-13-105(b), which **cannot** be waived. The Sponsor shall ensure that these requirements are met. Any waivers of rules, regulations, policy, or statutory requirements of the State of Tennessee must be granted by the Tennessee State Board of Education.

3.8 Reporting

3.8.1 Annual Progress Report

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Pursuant to TCA § 49-13-120, the Governing Body of the Charter School is required to make at least an annual progress report to the Sponsor, the Chartering Authority, and the Commissioner of Education. The Sponsor shall ensure that this annual report is made and that the report meets the requirements of TCA § 49-13-120 and TCA § 49-13-114(d).

3.8.2 Annual Financial Report

Pursuant to TCA § 49-13-111(m), the Charter School is required to prepare and publish an annual financial report that encompasses all funds. The Sponsor shall ensure that this annual financial report is made and that the report meets the requirements of TCA § 49-13-111(m).

Sponsor shall comply with the State of Tennessee Department of Education audit timeline in order to submit its budget estimate with the Chartering Authority's budget to the State Department.

3.8.3 Quarterly Reports

The Sponsor shall submit to the Chartering Authority within forty-five (45) days after each quarter of each Accounting Year financial statements prepared in accordance with the accounting standards of the State Board of Accounts.

3.8.4 Monthly Reports

The Sponsor shall also submit a monthly report to the Chartering Authority by the fifteenth (15th) day of each month containing:

- a. List of students suspended out of school during the prior month;
- b. List of students transferred in collaboration with District personnel for disciplinary reasons or in order to provide a Free Appropriate Public Education in the Least Restrictive Environment.
- c. Documentation of changes during the prior month in (i) the Sponsor's certificate of occupancy for the Charter School's physical plant or (ii) other health and safety-related certifications or permits;
- d. Applications, filings, or Internal Revenue Service determinations made during the prior month related to seeking and maintaining the Sponsor's tax-exempt status;
- e. Applications, filings or state determinations made during the prior month related to seeking and maintaining the Sponsor's not-for-profit corporation status;
- f. Lists and contact information of any individuals who leave or join the Sponsor's Board and/or Governing Body during the prior month;
- g. Lists and contact information of any individuals who, during the prior month, resign from or are hired to a leadership position in the operation of the Charter School, including any administrative position;
- h. Documentation of any non-compliance by Sponsor, Governing Body or Charter School with the Charter or applicable law, in connection with the operation of the Charter School during the prior month;

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- i. Any conflict of interest issues that arose during the prior month and the resolution of such issue, if any; and
- j. List of students who voluntarily transfer during the previous month from the Charter School including evidence of parental consent, and to the extent practical, the name of school to which the student transfers.

3.8.5 Projections

The Sponsor shall also provide the following projections to the Chartering Authority and the Commissioner of Education as required by law:

- a. The projected budget no later than one (1) month prior to the upcoming Accounting Year;
- b. The projected student enrollment, specifying expected number of students by grade level on a preliminary basis by December 15th, for execution of the admission lottery by February 15th, and for certification of eligibility by July 15th.

3.8.6 Enrollment Reports

Not later than the date established by the Tennessee State Department of Education (the "Department") for determining average daily membership, the Sponsor shall submit to the Department, with a copy to the Chartering Authority, the following information:

The number of students enrolled in the Charter School.

An Annual Enrollment Report pursuant to TCA 49-13-106(a)(3) is due by September 30th of each year including at least the following information:

- List of students who applied, date of application,
- All students accepted and priority category of each accepted student,
- Number, names, and priority category of admitted students,
- Number, names, and priority category of enrolled students,
- Number and names remaining on waitlist,
- Number of applications received after the lottery deadline
- Details of the Charter School's student recruiting policies.

The Sponsor shall ensure that student enrollment count records are maintained electronically on a system that is mutually acceptable to the Sponsor and the Chartering Authority.

3.9 Curriculum, Instruction, and Benchmarks

The curriculum and instructional methods used at the Charter School shall be as described in the Application, this Charter Agreement and any reports submitted under the terms of the Charter. The curriculum and instructional materials will be modified, as necessary and appropriate, to implement any student's Individual Education Program (IEP) as required by federal and state law.

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The benchmarks and indicators of performance for measuring academic progress of students attending the Charter School shall be as described in the Application, this Charter Agreement and any reports submitted under the terms of the Charter.

3.9.1 Graduation Requirements

Sponsor will not request a waiver of graduation requirements for the Charter School's 9th through 12th grades.

3.9.2 Credit Requirements

For the Charter School's 9th through 12th grades, students will be required to pass 22 credits (or Chartering Authority credits required when Sponsor enrolls high school students) to include 4 English, 4 math, 3 lab sciences, 1.5 physical education/wellness, 2 of the same foreign language, and 3.5 social studies to include United States History, economics/government, and 1 elective social studies class, plus electives required to meet credit requirements.

Sponsor will follow the State Department of Education standard grading policy for courses receiving high school credit.

3.9.3 Honors Diploma

To receive an Honors Diploma from the Charter School's High School, students will meet the number of honors and advanced placement courses required.

3.9.4 Promotion/Retention

Sponsor will issue 9 week report cards with a mandatory progress report and other contact as Sponsor determines.

3.10 School Calendar and Daily Attendance

The Sponsor shall operate the Charter School according to the academic calendar submitted to the Chartering Authority no later than April 1 of each preceding school year, ensuring that the instructional time is at least equivalent to time of instruction as required in regular public schools in TCA § 49-13-105 (12), and reporting at least daily attendance using the Chartering Authority's Student Management System (Chancery SMS),

Copies of the School Calendar and Hours of Operation must be made available to families of students at the time of enrollment.

3.11 Staff Responsibilities and Personnel Plan

3.11.1 Employee Benefits

The Chartering Authority shall comply with the provisions of TCA § 8-35-242 in the provision of retirement benefits to the teachers and employees of the Charter School.

The Chartering Authority shall allow employees of the Charter School to participate in group insurance plans to the same extent and in the same manner as employees of the Chartering Authority in accordance with the provisions of TCA §8-27-302 and §8-27-303.

3.11.2 Employee Numbers and Qualifications

The Charter School shall employ sufficient number of personnel to carryout the full program as provided in the Charter Application (Exhibit 1). The Charter School shall ensure that personnel hired for instructional duty (including teachers as well as paraprofessionals) possess appropriate qualifications for the duties assigned to them including but not limited to Tennessee certification and licensure (TCA 49-13-111(i)), appropriate subject matter qualifications, and federally required qualifications including highly qualified, Exceptional Education certified, and ESL certified according to federal requirements.

3.11.3 Employment Applications

All applicants for employment with the Sponsor related to the Charter School and/or with the Charter School shall be required to submit employment applications on a form that is acceptable to the Chartering Authority and that complies with all applicable law. All current and prospective employees of the Sponsor 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 Sponsor who have contact with children within the scope of the individuals' employment, shall be subject to national, state and local criminal background checks to the fullest extent permitted under applicable law.

3.11.4 Bargaining Limits

Employees of the Charter School will be non-unionized unless and until such employees may elect to organize as permitted by TCA § 49-13-118.

3.12 Physical Plant

Unless otherwise provided in any lease agreement with the Chartering Authority (if applicable), the Sponsor shall ensure that the Charter School grounds and facilities comply with: (a) all applicable law, including the federal Americans with Disabilities Act, building, fire, health and safety, and zoning and land use codes; (b) this Charter Agreement; and (c) the Application.

The Sponsor shall notify the Chartering Authority immediately as to any of the following: (a) any material change in the availability or condition of the physical plant, such as through flood, fire, or other unanticipated circumstance; (b) any allegation that the Sponsor or the lessor has breached any lease, deed or other land use agreement concerning the physical plant; and (c) any proposal to move the Charter School from its current facility to another or from its current location to another.

3.13 Program

The Sponsor shall ensure that the Code of Behavior and Discipline described in the Application is implemented at the Charter School. The Sponsor shall develop, implement, and maintain a school safety plan to provide for a safe learning environment at the Charter School for students, staff, volunteers, and visitors. No student shall be expelled or transferred involuntarily from the Charter School except in collaboration with appropriate District personnel and in accordance with applicable law governing the conduct and discipline of students.

3.14 Financial Matters

3.14.1 Audits; Procedures; Timing

Audits of the Charter School shall be made in compliance with TCA § 49-13-127.

3.14.2 No Tuition

The Sponsor shall not charge tuition for any student. The Charter School may charge for preschool and/or before-and-after-school programs, unless prohibited under applicable law.

3.15 Insurance

The Sponsor 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 Metropolitan Government, its officials, employees, and volunteers shall be in excess of this insurance and shall not contribute to it. The first one million dollars must be with a company licensed to do business in the state of Tennessee. The remaining \$4,000,000 can be covered under an excess liability policy (also known as an “umbrella” policy). The policy must name the Metropolitan Government 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 equal to or greater than \$5,000,000. Teachers Professional Liability Policy 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. Sponsor must comply with state statutes. Employers Liability must be a minimum of \$100,000.
- d. Property and Boiler Insurance Policy: If Sponsor 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.

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, Sponsor shall provide updated certificates of insurance upon expiration of the current certificates.

3.16 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.

3.17 Indemnification and Hold Harmless; Damages

3.17.1 Sponsor's Obligations.

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

- a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Sponsor, its officers, employees and/or agents, including its sub- or independent contractors, in connection with the performance of this Charter Agreement, and,
- b. Any claims, damages, penalties, costs and attorney fees arising from any failure of the Sponsor, its officers, employees and/or agents, including its sub- or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- c. The Sponsor shall reimburse and/or pay the Chartering Authority for any damages or expenses incurred as a result of the Sponsor's failure to fulfill its obligations under this Charter Agreement.

3.17.2 Chartering Authority's Obligations.

The Chartering Authority shall reimburse and/or pay the Sponsor for any damages or expenses incurred as a result of the Chartering Authority's failure to fulfill its obligations under this Charter Agreement. Further, the Chartering Authority shall indemnify and hold harmless the Sponsor, its parent, affiliates, officers, directors, agents and employees from any claims, damages, costs and attorneys fees for injuries of damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Chartering Authority, its officers, employees and/or agents, including its independent contractors, in connection with the performance of this Charter Agreement.

3.18 Attorneys Fees

The Sponsor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of this Charter Agreement, and in the event the Chartering Authority prevails, the Sponsor shall pay all expenses of such action including the Chartering Authority's reasonable attorney fees and costs at all stages of the litigation. The Chartering Authority agrees that, in the event either party deems it necessary to take legal action to enforce any provision of this Charter Agreement, and in the event the Sponsor prevails, the Chartering Authority shall pay

all expenses of such action including the Sponsor's reasonable attorney fees and costs at all stages of the litigation.

3.19 Services Provided by Local Education Agency (LEA)

The parties agree that fees for any service provided by the LEA to the Charter School shall be assessed according to the appropriate fee schedule (Exhibit 3) at the beginning of each school year. The parties further agree that the actual cost and the assessed cost will be reconciled at the end of each school year (within 45 days of the close of the LEA's schools) to reflect the actual cost to the LEA. This reconciliation may result in monies owed to either party as an over payment or underpayment. Services selected by the Charter School are identified below:

3.19.1 Food Service

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

Food Service will not make an investment in a Charter School regarding equipment, construction, tables, chairs etc.

Charter Schools will provide or be invoiced for hardware and software to support food service reporting needs.

Food service will supply contact names for kitchen equipment, food items etc.

Food service will provide contact names at the State level if the Charter School operates its own service.

Food service selects staff and supervises the cafeteria operation.

Food Service and the Charter School contact will work together to provide proper service to the students.

3.19.2 Exceptional Education

3.19.2.1 Collaboration

Exceptional Education services are provided by the Local Education Administration (LEA) of which the Charter School is legally a part. The Charter School acknowledges the importance of cooperating with the Chartering Authority in the provision of Exceptional Education services for students enrolled in the Charter School. The Charter School agrees to respond to all Chartering Authority inquiries, comply with reasonable Chartering Authority directives, and to allow the Chartering Authority access to Charter School students, staff, facilities, equipment and records as required to fulfill all Chartering Authority obligations under this Agreement or imposed by law. Except as otherwise provided herein, the Chartering Authority and the Charter School agree to allocate responsibility for the provision of services

(including but not limited to evaluation, identification, assessment, case management, Individual Education Plan (IEP) development, modification, and implementation) in a manner consistent with the Chartering Authority's allocation of Exceptional Education services to all of its schools sites.

3.19.2.2 Staffing

All Exceptional Education services at the Charter School will be delivered by individuals or agencies qualified to provide Exceptional Education services required by Tennessee's Education Law and the IDEA. Charter School teaching and administrative staff shall hold appropriate credentials and non-public agencies providing services to Charter School student's certified for Exceptional Education services shall meet all state requirements and be approved by the Chartering Authority. Charter School staff shall participate in all mandatory Chartering Authority professional development related to Exceptional Education. The Charter School shall be responsible for hiring, training, and employment of site staff necessary to provide Exceptional Education services to its students, including without limitation, Exceptional Education teachers, paraprofessionals, and resource specialists. The Charter School agrees to promptly notify the Chartering Authority of any staffing or contract issues that would preclude implementation of any student's IEP.

3.19.2.3 Identification and Referral

The Chartering Authority is committed to Charter Schools that serve students in the least restrictive environment, providing students with an appropriate level of support in order for them to achieve maximum benefit from the general education program.

The Chartering Authority and the Charter School shall share responsibility and work collaboratively to locate, identify, and evaluate Charter School students who are suspected of having needs that qualify them to receive Exceptional Education services. The Charter School will implement Chartering Authority policies and procedures to ensure timely identification and referral of students who have, or may have, such exceptional needs. The Chartering Authority shall provide the Charter School with any assistance that it generally provides its other schools in the identification and referral process. The Chartering Authority will ensure that the Charter School is provided with notification and relevant files of all students with an existing IEP and who transfer to the Charter School from another school. The Chartering Authority shall provide the Charter School with such records within 10 days of receipt of a request by the Charter School for the records, the Chartering Authority shall have unfettered access to all Charter School student records and information in order to serve all of the Charter School's students' exceptional needs

3.19.2.4 Assessments and IEP Meetings

The term "assessment" shall have the same meaning as the term "evaluation" in the IDEA, as provided in Section 1414, Title 20 of the United States Code. The Chartering Authority will determine what assessments, if any, are necessary and arrange for such assessments for

referred or eligible students in accordance with the Chartering Authority's general practice and procedures and applicable laws. The Charter School shall work in collaboration with the Chartering Authority to obtain parent/guardian consent to assess Charter School students. The Charter School shall not conduct Exceptional Education assessments without prior written approval from the parent/guardian and the Chartering Authority. However, nothing in this Agreement shall be construed to prohibit the Charter School from conducting non-Exceptional Education assessments consistent with its educational program. The Chartering Authority shall be responsible for supporting the Charter School in properly noticing and arranging necessary IEP meetings and IEP team membership shall be in compliance with state and federal law. The Charter School shall be responsible for ensuring attendance of the following people at IEP meetings: the principal and/or Charter School designated representative; the student's Exceptional Education teacher; the student's general education teacher; the student, the parent/legal guardian and any parent representatives, if appropriate; an interpreter, if necessary; and other Charter School representatives who are knowledgeable about the general education program at the Charter School and/or about the student; necessary staff including, but not limited to, a speech therapist, psychologist, resource specialist, and behavior specialist.

3.19.2.5 IEP Development and Implementation

Decisions regarding eligibility, goals/objectives, program, services, placement, and exit from Exceptional Education shall be the decision of the IEP team of the Charter School, pursuant to the Chartering Authority's IEP process. Programs, services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures, and requirements of the Chartering Authority. The Chartering Authority has a strong preference that special education services be delivered in inclusive settings. In exceptional circumstances, when a student's academic progress so warrants the Charter may utilize pull-out services. Services should, whenever possible, be provided at the Charter School location.

The Charter School shall promptly notify the Chartering Authority of all requests it receives for assessment, services, IEP meetings, parental requests for reimbursement, compensatory education, mediation, and/or due process.

The Charter School shall be responsible for implementation of the IEP. As part of this responsibility, the Charter School shall provide the Chartering Authority and the parents with timely reports on the student's progress as provided in the student's IEP, and at least quarterly or as frequently as progress reports are provided for the Charter School's general education students, whichever is more frequent. The Charter School shall also provide all home-school coordination and information exchange. The Charter School shall also be responsible for providing all curriculum, classroom materials, classroom modifications, and assistive technology.

3.19.2.6 Initial, Interim, and Alternative Placements

For students who enroll in the Charter School from another school district with an existing IEP, the Chartering Authority and the Charter School shall conduct an IEP meeting as soon as possible but no later than 30 days. The certifying specialist from the Chartering

Authority must determine the adequacy of the evaluation to ensure that the evaluation standards required by the Chartering Authority and the State Department of Education are met. Prior to such meeting and pending agreement on a new IEP, the Chartering Authority and the Charter School shall implement the existing IEP to the extent practicable or, in the alternative, comparable services to the existing IEP. However, this agreement shall not require the Charter School to substantially modify its service delivery model in order to implement an interim placement at the Charter School site. The Chartering Authority will provide consultative assistance to the Charter School to help transition the student whether the student is transferring to the Charter School from the Chartering Authority or from another school district. The Chartering Authority shall be responsible for selecting, contracting, and overseeing all non-public schools and non-public agencies used to serve Exceptional Education students. The Charter School shall not hire, request services from, or pay any non-public school or agency to provide Exceptional Education services to students without the explicit collaboration and approval of the Chartering Authority. Any contract for special education services must be approved prior to implementation by the Chartering Authority. The Charter School shall immediately notify the Chartering Authority of all parental requests for services from non-public schools or agencies, unilateral placements, and/or requests for reimbursement.

3.19.2.7 Non-Discrimination

It is understood and agreed that all children will have access to the Charter School, and 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. Section 504 of the Rehabilitation Act of 1973 requires that schools receiving federal funds, including Charters, provide students with challenges appropriate educational services to the same extent as the needs of students without special needs are met. Most students with challenges come under both IDEA and Section 504 protections, but some students with challenges don't qualify for special education are protected under Section 504. The Chartering Authority and the Charter School are under the same obligation to develop a Section 504 plan for students requiring one as they are for the development of an IEP and for implementing any agreed upon modifications.

3.19.2.8 Due Process and Compliance Complaints

The Charter School shall follow Chartering Authority policies as they apply to all Chartering Authority schools for responding to parental/guardian concerns or complaints related to Exceptional Education services. The Charter School shall instruct parents/guardians to raise concerns regarding Exceptional Education services, related services, and rights to the Chartering Authority. In addition, each party shall immediately bring to the other's attention any concern or complaint by a parent/guardian that is in writing and/or which involves a potential violation of state or federal law.

The Chartering Authority's designated representative, in consultation with the Charter School's designated representative, shall investigate as necessary, respond to, and address the parent/guardian concern or complaint. The Charter School shall allow the Chartering Authority access to all facilities, equipment, students, personnel, and records necessary to conduct such an investigation. Each party shall timely notify the other of any scheduled meetings with

parents/guardians or their representatives to address parent/guardian concerns or complaints so that a representative of each entity may attend. The Chartering Authority, as LEA, shall be ultimately responsible for determining how to respond to parent concerns or complaints, and the Charter School shall comply with the Chartering Authority's decisions.

The Chartering Authority and the Charter School shall cooperate in responding to any complaint to or investigation by the Tennessee Department of Education, the United States Department of Education, or any other agency, and shall provide timely notice to the other upon receipt of such a complaint or request for an investigation.

3.19.2.9 Due Process Hearings

In the event that the parents/guardians file for a due process hearing, or request mediation, the Chartering Authority and the Charter School shall work together to defend the case. In the event that the Chartering Authority determines that legal representation is needed, the Chartering Authority and the Charter School shall be jointly represented by legal counsel of the Chartering Authority's choosing, unless there is an actual conflict of interest. The Parties acknowledge that, because of their potential adverse interests, their joint representation presents a potential conflict of interest, which must be disclosed to them in writing. If the Chartering Authority, its counsel, or the Charter School determines that an actual conflict of interest exists, then the Charter School shall retain separate legal counsel at its own expense.

The Chartering Authority shall have sole discretion to settle any matter in mediation or due process, which settlement shall be binding upon the Charter School except in those cases when (i) modifications or accommodations which would materially change the education program at the Charter School as provided in the Application (Exhibit 1) would be required by such settlement, or (ii) the Charter School would be forced to make any payment as part of such settlement in which case Charter School approval would be required. The Chartering Authority shall also retain sole discretion to file an appeal from a due process hearing or take other legal action involving any Charter School student necessary to protect its rights.

3.19.2.10 Funding

The Parties agree that the Charter School is a Chartering Authority school for the purposes of Exceptional Education services and funding, and the Chartering Authority has agreed to work collaboratively with the Charter School to ensure provision of Exceptional Education services in a manner consistent with the services it provides at its other public schools.

Federal funding will flow from the Chartering Authority to the Charter School based on the per pupil allocation received from the State Education Department. Funding is provided at the end of the first semester for all eligible students on roll 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 on roll and served on the December 1 census of exceptional students

The Chartering Authority is financially responsible for child find and student identification and initial assessment expenses. The Charter School shall bear the financial

responsibility for reevaluations and the provision of all services consistent with student IEP's. The Charter School may elect to have the Chartering Authority provide some special educational services at a cost that covers the actual salary benefit and mileage expenses incurred by the Chartering Authority. The expenses incurred in providing these services will be deducted from the IDEA flow through funds. The Charter School may contract with outside agencies to provide Exceptional Education services but all these contracts must be pre-approved by the Chartering Authority. Services that exceed agreed upon site-based capability, constitute a material change in the educational program of the Charter School as provided in the Application (Exhibit 1), or require alternative placement (including but not limited to other Chartering Authority schools, other public school districts, County Office or Education Programs, non-public schools, homes, hospitals, or residential programs) in order to ensure the provision of a free and appropriate public education in the least restrictive environment shall be assumed at the discretion of the Chartering Authority consistent with its ultimate responsibility as the LEA of record. In such circumstances, the Chartering Authority shall be entitled to retain the pro rata share of all funding received for such student, including but not limited to all IDEA funds based on the number of instructional days or minutes per day that the student is not at the Charter School site.

3.19.3 Transportation

The Chartering Authority cannot offer transportation to and from the Charter School on a daily basis. However, Chartering Authority can provide field trip services on an availability contingent basis. Charges for field trip and other temporary bus services are established by the MNPS Department of Transportation and available on request. Prior to using MNPS buses, the Charter School must file a request form, a hold harmless agreement, a copy of the Certificate of Insurance, and a copy of its IRS 501(c)(3) letter. Forms and additional requirements are available through the MNPS Department of Transportation. Payment shall be remitted within 30 days of billing date.

3.19.4 Network Services

The Chartering Authority shall provide two (2) computers, one (1) printer, and minimal network connectivity to ensure connection with MNPS Network services sufficient to access Chancery SMS, Easy IEP and other resources required by itinerant teachers assigned to the Charter School, and student application data entry and reporting software only. Equipment provided by the Chartering Authority must be accessible to itinerant personnel and sufficiently isolated to ensure privacy of student records when itinerant personnel use the equipment, and reserved for the exclusive uses for which the equipment is provided. All other networking, communication technology, instructional technology, student technology, repair and technical support, etc, that are associated with a complete educational program remain the full responsibility of the Charter School.

4. Representations and Warranties

4.1 Of Sponsor

4.1.1 Organization

The Sponsor is, and at all times during the Term of this Charter Agreement shall be, duly organized, properly existing, and in good standing in its state of incorporation. The Sponsor is, and at all times during the term shall be, a not-for-profit organization with exemption from federal taxation under IRC § 501(c) (3). Sponsor is not, and shall not be, a for-profit corporation.

4.1.2 Tax-Exempt, Non-Profit Status

The Sponsor must have received a determination of tax-exempt status from the Internal Revenue Service before the Sponsor may provide instruction to any students attending the Charter School. The Sponsor shall immediately inform the Chartering Authority if its tax-exempt status is questioned, modified, or revoked by the Internal Revenue Service or if its non-profit corporation status is questioned, modified, or revoked by the state of formation.

4.1.3 Authority

The Sponsor warrants that it has all requisite power and authority to execute and deliver this Charter Agreement, to perform its obligations hereunder, and to otherwise consummate the agreements contemplated hereby and thereby. This Charter Agreement constitutes a valid and binding obligation of the Sponsor, enforceable against the Sponsor in accordance with its terms.

4.1.4 Litigation

There is no suit, claim, action or proceeding now pending or threatened before any court, grand jury, administrative or regulatory body, Government agency, arbitration or mediation panel or similar body to which the Sponsor is a Party or which may result in any judgment, order, decree, liability, award or other determination which will or may reasonably be expected to have an adverse effect upon the Sponsor. No such judgment, order, decree or award has been entered against the Sponsor nor has any liability been incurred which has, or may reasonably be expected to have, such effect. There is no claim, action or proceeding now pending or threatened before any court, grand jury, administrative or regulatory body, Government agency, arbitration or mediation panel or similar body involving the Sponsor which will or may reasonably be expected to prevent or hamper the consummation of the agreements contemplated by this Charter Agreement.

4.1.5 Full Disclosure

No representation or warranty of the Sponsor herein and no statement, information or certificate furnished or to be furnished by the Sponsor pursuant hereto or in connection with the agreement contemplated hereby contains any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements contained herein or therein not misleading.

4.1.6 Reputation of Officers, Directors and Employees

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No member of the Sponsor's Board of Directors, officer of the Sponsor, employee of the Sponsor, member of the Governing Body, or employee of the Charter School has been convicted of a felony or other criminal offense involving dishonesty, fraud or moral turpitude.

No person may continue to be a member of the Sponsor's Board of Directors, officer of the Sponsor, employee of the Sponsor, member of the Governing Body, or employee of the Charter School if that person is convicted of a felony or other criminal offense involving dishonesty, fraud or moral turpitude.

4.1.7 Conduct of Sponsor and the Governing Body

The Sponsor/Governing Body has complied, and at all times during the Term will comply, with all local, state and federal laws and regulations that are applicable to the Sponsor/Governing Body, which may include, but are not limited to, the internal revenue code, the nonprofit limited liability company law of the State, and the open records and public meetings laws of the State. The Sponsor/Governing Body has maintained and will maintain adequate records of the activities and decisions of the Sponsor/Governing Body to ensure and document compliance with all such laws and regulations. The Sponsor/Governing Body agrees to provide Chartering Authority with copies of all such records and to allow Chartering Authority to, at Chartering Authority's discretion, assist with the preparation and retention of such records.

4.1.8 Due Authorization

Upon execution of this Charter Agreement by the Sponsor and the Chartering Authority, the Sponsor will be authorized to operate the Charter School and will be vested with all powers necessary to carry out the educational program outlined in this Charter Agreement.

4.2 Of Chartering Authority

4.2.1 Organization

Chartering Authority is a local board of education under the laws of the State of Tennessee, with the purpose and legal ability to grant and issue this Charter Agreement pursuant to the provisions of the Act.

4.2.2 Authority

Chartering Authority has all requisite power and authority to execute and deliver this Charter Agreement, to perform its obligations hereunder, and to otherwise consummate the transactions contemplated hereby. This Charter Agreement constitutes a valid and binding obligation of Chartering Authority, enforceable against Chartering Authority in accordance with its terms.

4.2.3 Litigation

There is no claim, action or proceeding now pending or threatened before any court, grand jury, administrative or regulatory body, Government agency, arbitration or mediation panel or similar body involving the Chartering Authority which will or may reasonably be expected to prevent or hamper the consummation of the agreements contemplated by this Charter Agreement.

4.2.4 Full Disclosure

No representation or warranty of Chartering Authority herein and no statement, information or certificate furnished or to be furnished by Chartering Authority pursuant hereto or in connection with the transactions contemplated hereby contains any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements contained herein or therein not misleading.

5. Term; Post-Term Events

5.1 Term

Pursuant to TCA § 49-13-121, the initial term (the “Initial Term”) of the Charter shall commence on the Effective Date and end on the thirtieth (30th) day of June following the tenth (10th) anniversary of the Effective Date, subject to an interim review conducted during the fifth (5th) year of the Term according to guidelines developed by the Department of Education. Also as provided by TCA § 49-13-121, unless the Charter is revoked or terminated, the Term shall be extended for subsequent ten (10) year terms (each a “Renewal Term” and the Renewal Term(s), if any, together with Initial Term, the “Term”), provided the Sponsor submits a renewal application that conforms to requirements in TCA § 49-13-121 and guidelines promulgated by the Department of Education no later than October 1 of the year prior to the year in which the Term of this Charter Agreement is scheduled to expire.

5.2 Events Following Non-Renewal, Revocation, or Expiration

Events following the dissolution of the Charter School shall be as described in TCA § 49-13-110(c).

6. Termination, Revocation, Non-renewal and Intermediate Sanctions

Any action taken to terminate the Charter, revoke the Charter, or impose intermediate sanctions on the Sponsor shall be undertaken in accordance with all applicable law and this Charter Agreement. In the event of a condition or circumstance that poses an immediate threat to the health or safety of students or staff of the Charter School, either Party may require the Charter School to suspend operations until appropriate corrective action(s) can be undertaken.

6.1 Termination, Revocation, Non-renewal

The Chartering Authority may elect not to renew this Charter Agreement pursuant to TCA § 49-13-121. The Chartering Authority may revoke or terminate this Charter Agreement for any reason set forth in TCA § 49-13-122, and/or for breach of any of the terms and conditions of this Charter Agreement.

If the Chartering Authority determines that any grounds for revocation, termination or non-renewal exist, it may revoke, terminate or non-renew this Charter Agreement according to the procedures set forth in TCA § 49-13-121 and TCA § 49-13-122.

6.2 Intermediate Sanctions

In the event the Chartering Authority determines that Sponsor is not complying with the terms of this Charter Agreement and/or the Act, Chartering Authority may, but is not required to, provide notice to Sponsor of the non-compliance and may also, but is not required to, give the Sponsor an opportunity to cure the non-compliance prior to instituting termination proceedings pursuant to TCA § 49-13-121 and TCA § 49-13-122.

7. General Provisions

7.1 Governing Law and Venue

The validity, construction and effect of this Charter Agreement and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Sponsor may provide. Any action between the parties arising from this Agreement shall be maintained in the courts of Davidson County, Tennessee.

7.2 Waiver of Charter Agreement Provisions

No waiver of any provision of this Charter Agreement shall affect the right of any Party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

7.3 No Third Party Beneficiary Rights

No third party, whether a constituent of the Charter School, a member of the community, a student or parent/guardian of a student of the Charter School or otherwise, may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of the Sponsor or the Chartering Authority in this Charter Agreement. This Charter Agreement is not intended to create any rights of a third party beneficiary.

7.4 Delegation of Authority

Sponsor acknowledges that: (a) Chartering Authority's obligations and responsibilities with respect to the Charter School are limited to those obligations and responsibilities set forth in the Tennessee Public Charter Schools Act and as set forth herein; (b) Sponsor, Governing Body

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and the Charter School, including their respective directors, officers and employees, do not have authority to act as an agent for Chartering Authority or to enter into any contracts with third parties that purport to impose any obligations or responsibilities on Chartering Authority or which otherwise bind Chartering Authority in any manner whatsoever; and (c) by agreeing to authorize the Charter School, Chartering Authority does not assume any obligation with respect to any director, employee, agent, parent, guardian, student, or independent contractor of the Charter School, the Governing Body, or the Sponsor.

The Chartering Authority acknowledges that Chartering Authority including its directors, officers and employees, does not have authority to act as an agent for Sponsor, Governing Body or Charter School, except as provided herein or when acting as billing agent for a service provided at the request of the Charter School as referenced in Section 3.19, or to enter into any contracts with third parties that purport to impose any obligations or responsibilities on Sponsor or which otherwise bind Sponsor, Governing Body or the Charter School in any manner whatsoever.

7.5 Notices

All notices, consents and other communications (“Notices”) which either Party may be required or desire to give the other Party shall be in writing and shall be hand-delivered or given by telecopy, or nationally recognized overnight courier service to the other Party at its respective address or telecopy telephone number set forth below.

The Chartering Authority:
Mr. Alan Coverstone
Executive Director for Charter and Private Schools
Metropolitan Nashville-Davidson County Board of Public Education
2601 Bransford Avenue
Nashville, TN 37204
Tel: [REDACTED]
Email: [REDACTED]

The Sponsor:
LEAD Academy, Nonprofit LLC
Attn: Mr. Jeremy Kane
1704 Heiman Avenue
Nashville, TN 37208
Tel: [REDACTED]
Email: [REDACTED]

With a copy to:
Sherrard & Roe, PLC
Attn: Christopher C. Whitson
424 Church Street, Suite 2000
Nashville, TN 37219

Email: [REDACTED]

Notices shall be deemed delivered upon receipt of the Party receiving such notice. The Parties agree to ensure that any notice provided under the Agreement is done in a manner that will allow the delivering Party to establish the date of delivery to the receiving Party.

7.6 Section Headings

The headings in this Charter Agreement are for the convenience of the Parties only, and shall have no effect on the construction or interpretation of this Charter Agreement and are not part of this Charter Agreement.

7.7 Exhibits and Schedules, Attachments and Addenda

Each exhibit, schedule, attachment, and addenda to this Charter Agreement to which reference is made in this Agreement is hereby incorporated in this Charter Agreement as an integral part thereof. In the event of a conflict between the terms and provisions of this Charter Agreement and the terms and provisions of any exhibits, attachments, addenda or schedules, the terms and provisions of this Charter Agreement, the Charter Agreement shall control.

7.8 Entire Agreement

This Charter Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the Parties. Any and all prior understandings and agreements, expressed or implied, written or oral, between the Parties are superseded hereby.

7.9 Modifications and Amendments

This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

7.10 Assignment

The provisions of this Agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the Parties hereto. Neither this Charter Agreement nor any of the rights and obligations of the Sponsor hereunder shall be assigned or transferred in whole or in part without the prior written consent of the Chartering Authority; provided, however, that the Chartering Authority specifically acknowledges and agrees that LEAD Public Schools, Inc., f/k/a LEAD Academy has assigned this Charter Agreement to its wholly owned subsidiary LEAD Academy, Nonprofit LLC.

7.11 Counterparts

This Agreement may be executed in Counterparts, each of which shall be deemed to be an original and which together shall be deemed to be one and the same Charter Agreement.

7.12 No Partnership/Joint Venture

Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

7.13 Severability

Should any provision of this Charter Agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Charter Agreement.

7.14 Negotiated Agreement

The provisions of this Charter Agreement were negotiated by the Parties and this Charter Agreement shall be deemed to have been drafted by the Parties, notwithstanding any presumptions at law to the contrary.

7.15 Chartering Authority Property

Any Chartering Authority property, including but not limited to books, records and equipment, that is in the Sponsor's possession shall be maintained by the Sponsor in good condition and repair, and shall be returned to the Chartering Authority by the Sponsor upon termination of this Charter Agreement.

7.16 Employment

The Sponsor and the Governing Body shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

7.17 Non-Discrimination

It is the policy of the Chartering Authority not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Charter Agreement, the Sponsor certifies and warrants it will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the programs or activities that are the subject of this Charter Agreement, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts

with the Sponsor or in the employment practices of the Sponsor's contractors. Accordingly, the Sponsor shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

7.18 Contingency Fees

The Sponsor hereby represents that it has not been retained or retained any persons to solicit or secure this Agreement with the Chartering Authority upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. Breach of the provisions of this paragraph is, in addition to a breach of this Charter Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or termination of this Charter Agreement.

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7.19 Effective Date

This Agreement shall not be binding upon the parties until it has been signed first by the Sponsor and then by the authorized representatives of the Chartering Authority and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this Agreement shall be deemed effective as of July 1, 2008.

**THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY:**

**SPONSOR
LEAD ACADEMY, NONPROFIT LLC**

**RECOMMENDED:
Metropolitan Board of Education**

BY: _____

Title: _____

Chairperson

Sworn to and subscribed to before me, a

**APPROVED AS TO AVAILABILITY OF
FUNDS:**

Notary Public, this _____ day

of _____, 200 __, by

Director of Finance

_____, **the**

_____ **of**

APPROVED AS TO INSURANCE:

**Contractor and duly authorized to execute
this instrument on Contractor's behalf.**

Director of Insurance

Notary Public

**APPROVED AS TO FORM AND
LEGALITY:**

My Commission Expires _____

Metropolitan Attorney

**FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:**

Date: _____

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Exhibit 1 – Charter Application

Exhibit 2 – Expulsion Procedure and Appeals Process

Exhibit 3 – Annually Agreed Fee Schedule

Financial Services Fee

Annual Admission Lottery Service Fee

Fees for services rendered (assessed at time of service)

Transportation

Exceptional Education

CHARTER AGREEMENT

BY AND BETWEEN

**THE METROPOLITAN BOARD OF
PUBLIC EDUCATION OF NASHVILLE
AND DAVIDSON COUNTY**

AND

Cameron College Prep, Nonprofit LLC

CHARTER AGREEMENT

This Charter Agreement is entered into this, the 1st day of October, 2010, by and between the Metropolitan Board of Public Education for Nashville and Davidson County (the "Chartering Authority") and Cameron College Prep, Nonprofit, LLC (the "Sponsor"), a Tennessee nonprofit limited liability company (collectively, the "Parties").

Recitals:

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

WHEREAS, the Act specifies the method for establishing such charter schools and the requirements that must be met by charter schools;

WHEREAS, the Act authorizes the Chartering Authority to grant charters to operate public charter schools within its district;

WHEREAS, the Sponsor has submitted an Application, attached hereto as Exhibit 1 and incorporated herein by reference (the "Application"), to the Chartering Authority in accordance with the Act and has requested that the Chartering Authority formally grant the Sponsor a charter to allow the Sponsor to operate the Cameron Middle School, a public conversion charter school, within the Chartering Authority's local school district;

WHEREAS, the Chartering Authority has approved the Sponsor's Application and has agreed to formally grant the Sponsor a charter to allow the Sponsor to operate the Cameron Middle School, within the Chartering Authority's local school district in accordance with the Act and pursuant to the terms and conditions as set forth in the Sponsor's Application and this Charter Agreement;

WHEREAS the Parties desire to set forth the terms and conditions of the Charter in writing as required by the Act;

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

1. Grant of Charter

1.1 Grant and Issuance of Charter

Pursuant to the Act, and based on and in reliance upon the information and representations of the Sponsor in the Application, the Chartering Authority hereby grants and issues to Sponsor a charter for the conversion of Cameron Middle School into a public charter school to be known as Cameron College Prep d/b/a Cameron Middle School (the "Charter

School”) and the maintenance and operation of such Charter School. The operation of the Charter School by the Sponsor shall be subject to the terms and conditions of this Charter Agreement and the Act. As required by TCA § 49-13-110, this Charter Agreement includes all components of the Sponsor’s Application, which is incorporated herein by reference and attached hereto as Exhibit 1. In accordance with the terms of the Sponsor’s Application, the Charter School will operate the fifth grade of Cameron Middle School during the 2011-12 academic year, and an additional grade of Cameron Middle School each year thereafter, until the academic year 2014-15 at which time the Charter School will consist of all four grades of the current Cameron Middle School.

1.2 Type of Charter

The Chartering Authority authorizes the Sponsor to form the Charter School pursuant to TCA § 49-13-106(b)(2)(B-E).

1.3 Student Population and Enrollment

Any students residing in the Cameron Middle School zone, as it exists on the date of execution of this Agreement, shall be entitled to submit a “Cameron Application” and to attend the Charter School; or, in the alternative, they shall be entitled to enroll in another MNPS school according to established policies and procedures including Magnet and Optional Schools Lottery, NCLB Choice, and Open Enrollment prior to June 1 of each year (as an example, see the Student Assignment Calendar for the 2010 – 11 school year below); provided, however, that the Chartering Authority acknowledges and agrees then any student enrolling in the Charter School shall be required to finalize, execute, and submit the Charter School’s standard form of “Cameron Application”, as in effect from time to time. Students who move into the Cameron Middle School Zone following the completion of these annual procedures will have a 14 day window to submit a “Cameron Application” to the Charter School or to request another school assignment with transportation to be provided to such student by the Chartering Authority in accordance with established NCLB Choice procedures, as of the date of this Agreement, at the Chartering Authority’s sole cost and expense.

**MNPS Student Assignment Calendar
2010-2011**

- 7/28/10 Fall NCLB Choice Forms -- Distribute to Families
- 8/6/10 Deadline for families new to MNPS to submit transfer requests
- 8/25/10 Fall NCLB Choice Deadline
- 11/1/2010 Magnet/Optional School Lottery Applications Available
- 12/3/2010 Magnet/Optional School Lottery Applications Deadline
- 2/1/2011 Zoned Option Forms Available
- 2/25/2011 Zoned Option Forms Deadline
- 3/1/2011 Spring NCLB Choice Forms-- Distribute to Families

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- 3/31/2011 Spring NCLB Choice Deadline
- 3/1/2011 Open Enrollment Applications Available
- 3/31/2011 Open Enrollment Deadline
- 5/2/2011 Student Verification Letters Distributed
- 5/20/2011 Deadline for Responding to Student Verifications Letters

The Charter School will follow usual reporting time lines for charter schools delivering enrollment projections to the Chartering Authority. The Charter School may enroll students from outside the Cameron Middle School zone through the regular charter school enrollment process (MNPS SBO 1.107). Non-zoned enrollment in the Charter School shall be open to any students within the Metropolitan Nashville Public School System who:

- Were previously enrolled in a charter school; or
- Who are assigned to, or were previously enrolled in, a school failing to make adequate yearly progress, as defined by the state's accountability system, giving priority to at-risk students; or
- Students who, in the previous school year, failed to test proficient in the subjects of language arts/reading or mathematics in grades three through eight (3-8) on the Tennessee Comprehensive Assessment Program (TCAP) examinations; or
- Students who, in the previous school year, failed to test proficient on the Gateway examinations in language arts/reading or mathematics; or
- Students who are eligible for free or reduced-price lunch; or
- Students who are under the jurisdiction of a Juvenile Court and who, in the court's judgment would benefit from a work experience and career exploration program, provided that the proposed Charter School shall, in addition to complying with the application requirements of §49-13-107, apply to the Commissioner of Education for approval of its proposed work experience and career exploration program; or
- Students who are eligible for free or reduced-price lunch and who are enrolled in LEA's that have an average daily membership (ADM) of fourteen thousand (14,000) students or more and three (3) or more schools which have missed the same benchmark for adequate yearly progress for two (2) or more consecutive years resulting in such schools being designated as high priority schools.

The Sponsor shall enroll students as set forth in TCA § 49-13-113 and according to the deadlines and timetables set forth in policies and administrative rules and regulations of the Chartering Authority, specifically SBO 1.107. The Sponsor shall not discriminate with respect to admissions on the basis of race, creed, color, national origin, religion, ancestry, or the need for special education and related services as set forth in the Application and the Act.

Waitlists are compiled for out-of-zone students only. Students applying to enroll through the charter admission process will be admitted according to SBO 1.107 and the facility and program capacity decision of the Charter School, using its reasonable discretion. Waitlists for out of zone choice students shall be constructed annually through the charter school admission

lottery and process. Applications received from eligible out of zone students following the application deadline are placed at the bottom of the waitlist.

Students enrolled by the Charter School may not be discharged to another District school without the collaboration of appropriate District personnel. However, since charter schools are schools of choice, students may freely withdraw to their school of original residential zone. The Charter School must demonstrate parental consent or District authorization for each student who leaves the Charter School during the academic year. Prior to expulsion of any student, the Charter School will follow the procedure and appeals process attached here to as Exhibit 2.

2. Roles and Responsibilities

2.1 Of Sponsor

The Sponsor shall ensure that the Charter School is governed and operated as set forth in the Application and in accordance with this Charter Agreement, the Act, and all other applicable laws and regulations. The Sponsor shall be accountable to the Chartering Authority for ensuring the implementation of the terms and conditions of this Charter Agreement.

To the extent that applicable law or this Charter Agreement renders any obligations the responsibility of the Governing Body, the Charter School, or any other third parties, the Sponsor shall ensure that the responsible entity fulfills those obligations. If the Sponsor fails to ensure such obligations are fulfilled, the Sponsor shall be deemed to have committed the act or omission itself for the purposes of determining whether the Chartering Authority may revoke or terminate the Charter or impose sanctions as provided for herein.

The Sponsor will carry out its roles and responsibilities, as detailed in this Charter Agreement, in a professional and responsible manner. The Sponsor will use reasonable, good faith efforts to govern the activities of the Charter School and oversee the Governing Body.

2.2 Of Governing Body

The Governing Body shall ensure that the Charter School's activities are conducted in compliance with this Charter Agreement and all applicable law, including specifically TCA § 49-13-111. The Governing Body shall report and be accountable to the Sponsor for the implementation of this Charter Agreement and the achievement of the performance objectives and goals stated in this Charter Agreement.

The Governing Body has conducted, or will conduct within ninety (90) days of the Effective Date: national, and state and local criminal background on each current member of the Governing Body to the fullest extent permitted under applicable law. Any person who has been convicted of the following acts shall be prohibited from serving on the Governing Body, unless such prohibition is expressly waived by the Chartering Authority in writing: a felony or other criminal offense involving dishonesty, fraud or moral turpitude.

The Governing Body will conduct, at least fourteen (14) days prior to the approval of any new member: national, state and local criminal background checks on the prospective member to the fullest extent permitted under applicable law. Any person who has been convicted of the following shall be prohibited from serving on the Governing Body, unless such prohibition is expressly waived by the Chartering Authority in writing: a felony or other criminal offense involving dishonesty, fraud or moral turpitude.

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

The Governing Body shall carry out its roles and responsibilities, as detailed in this Charter Agreement, in a professional and responsible manner. The Governing Body will use reasonable, good faith efforts to manage the activities of the Charter School and oversee the operation of the Charter School and the implementation of this Charter Agreement.

The Governing Body shall be the first avenue for response in case of any complaints or grievances filed against the Charter School or its employees. The Governing Body 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, school employees, the Office of Charter and Private Schools (OCPS) and any other persons who request it. If grievances persist following the actions of the Governing Body, those complaints will be investigated and resolved by the Office of Charter and Private Schools on behalf of the Chartering Authority, and the Governing Body is responsible for informing complaining parties of this avenue for redress should initial action by the Governing Body fail to satisfy. Investigation and sanctions by the Office of Charter and Private Schools is limited to alleged violations of laws or this Charter Agreement.

2.3 Of Charter School

Under the governance of the Sponsor and the management oversight of the Governing Body, the Charter School shall ensure that 1) the school employs and/or contracts with necessary personnel; 2) the organizational structure of the school after such hiring is consistent with the organizational structure in the Charter Application (Exhibit 1); 3) the school shall notify the Office of Charter and Private Schools (OCPS) in writing within 5 days of hiring, firing, resignation or other removal of the school leader; and 4) the faculty, staff and administration successfully implement the terms of this Charter Agreement.

The Charter School shall carry out its roles and responsibilities, as detailed in this Charter Agreement, in a professional and responsible manner. The Charter School will use reasonable, good faith efforts to educate children and demonstrate progress in achieving the goals and objectives outlined in this Charter Agreement, including, but not limited to, the goals detailed below (in each instance the baseline for determination of progress shall be the 2010-11 academic year):

1. Improved school culture

Indicator	Goal
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Discipline incidents (SIG)	Decrease the percentage of suspensions in the grades the Charter School manages by 60% over the course of four years; and reduce the percentage of expulsions in the grades the Charter School manages by 10% over the course of four years.					
			Target			
	Grade	Indicator	2011-2012	2012-2013	2013-2014	2014-2015
	5	Suspensions	<25%	<18%	<12%	<10%
		Expulsions	<1%	<1%	<1%	<1%
	6	Suspensions		<18%	<12%	<10%
		Expulsions		<1%	<1%	<1%
	7	Suspensions			<12%	<10%
		Expulsions			<1%	<1%
	8	Suspensions				<10%
Expulsions					<1%	

Indicator	Goal
Truants (SIG)	Begin tracking and reporting school-wide truancy rates for the grades The Charter School manages in each year, 2011-12 through 2014-15. Baseline data will inform goals for future years.
Indicator	Goal
Parent Satisfaction	Begin tracking and reporting parent satisfaction via surveys about teacher and school performance, parent engagement, and their students' experience in the grades the Charter School manages in each year, 2011-12 through 2014-15. Baseline data will inform goals for future years.
Indicator	Goal
Student Waiting List	Begin tracking and reporting the number of students on the waiting list for enrollment at Cameron each year, 2011-12 through 2014-15. Baseline data will inform goals for future years.

2. Improved attendance

Indicator	Goal			
Student attendance	Maintain school-wide student attendance rates at or above 95% for the grades the Charter School manages in each year, 2011-2012 through 2014-2015. This is above the rate required by the state and reflects recent historic rates at Cameron.			
Target				
Grade	2011-2012	2012-2013	2013-2014	2014-2015
5	≥95%	≥95%	≥95%	≥95%
6		≥95%	≥95%	≥95%
7			≥95%	≥95%
8				≥95%
Indicator	Goal			
Participation rates on state assessments (SIG)	Maintain student participation rates on state assessments at or above 95% for all subgroups in the grades the Charter School manages in each year. This is above the rate required by the state and reflects recent historic rates at Cameron.			

Grade	Target			
	2011-2012	2012-2013	2013-2014	2014-2015
5	≥95%	≥95%	≥95%	≥95%
6		≥95%	≥95%	≥95%
7			≥95%	≥95%
8				≥95%

Indicator	Goal
Teacher attendance	Begin tracking and reporting school-wide teacher attendance rates for the grades the Charger School manages in each year, 2011-12 through 2014-15. Baseline data will inform goals for future years.

3. Increased instructional time & academic rigor

Indicator	Goal
Number of instructional minutes (SIG)	Begin tracking and reporting the number of minutes each day and year that are dedicated to instruction, within the grades the Charter School manages each year, 2011-12 through 2014-15. Baseline data will inform goals for future years.
Students enrolled in advanced coursework (SIG)	Begin tracking and reporting the percentage of students enrolled in ENCORE or advanced coursework, within the grades the Charter School manages each year, 2011-12 through 2014-15. Baseline data will inform goals for future years.
Teacher Performance (SIG)	Begin tracking and reporting the distribution of teacher performance by rating level based upon LEAD Public School evaluation system, within the grades the Charter School manages each year, 2011-12 through 2014-15. Baseline data will inform goals for future years.

Academic wins

Indicator	Goal																		
Student academic performance	<p>Sustain or improve students' rate of academic growth so that, within each student subgroup and grade that the Charter School manages, either:</p> <ul style="list-style-type: none"> The percentage of students scoring at the proficient or advanced level in language arts and math equals or exceeds proficiency rates for student subgroups enrolled in the top decile of middle schools in Tennessee; <i>or</i> Students are achieving sufficient growth in language arts and math to meet proficiency standards within two years. <p>Target proficiency rates based on those among the top decile of middle schools across the state will be calculated when results are released from the 2009-2010 school year. Growth determinations will be based on TVAAS data.</p>																		
	<table border="1"> <thead> <tr> <th colspan="2"></th> <th colspan="4">Target</th> </tr> <tr> <th>Grade</th> <th>Indicator</th> <th>2011-2012</th> <th>2012-2013</th> <th>2013-2014</th> <th>2014-2015</th> </tr> </thead> <tbody> <tr> <td>5</td> <td>Proficiency</td> <td>% Prof & Adv ≥ top decile MS</td> </tr> </tbody> </table>			Target				Grade	Indicator	2011-2012	2012-2013	2013-2014	2014-2015	5	Proficiency	% Prof & Adv ≥ top decile MS	% Prof & Adv ≥ top decile MS	% Prof & Adv ≥ top decile MS	% Prof & Adv ≥ top decile MS
		Target																	
Grade	Indicator	2011-2012	2012-2013	2013-2014	2014-2015														
5	Proficiency	% Prof & Adv ≥ top decile MS	% Prof & Adv ≥ top decile MS	% Prof & Adv ≥ top decile MS	% Prof & Adv ≥ top decile MS														

	Growth	On track to Prof w/in 2 years			
6	Proficiency		% Prof & Adv ≥ top decile MS	% Prof & Adv ≥ top decile MS	% Prof & Adv ≥ top decile MS
	Growth		On track to Prof w/in 2 years	On track to Prof w/in 2 years	On track to Prof w/in 2 years
7	Proficiency			% Prof & Adv ≥ top decile MS	% Prof & Adv ≥ top decile MS
	Growth			On track to Prof w/in 2 years	On track to Prof w/in 2 years
8	Proficiency				% Prof & Adv ≥ top decile MS
	Growth				On track to Prof w/in 2 years

2.4 Of Chartering Authority

The Chartering Authority shall allocate and pay one hundred percent (100%) of state and local funds to the Sponsor on a per pupil expenditure as provided in TCA § 49-13-112 and as calculated by the formula provided by the Tennessee State Department of Education. The Chartering Authority shall allocate and pay one ninth of the funds based on prior year ADM on August 15 each school year; provided, however, that during the first four years of operations the Chartering Authority shall allocate and pay one ninth of the funds based on the sum of the prior year ADM and an agreed student count by Chartering Authority and Sponsor for the new grade of students which the Charter School will be converting that year. The remaining eight payments to the Sponsor will be allocated and paid after each attendance-reporting intervals 1 through 8 (with no payment after the 9th attendance reporting interval; provided that a payment from the Charter School to Chartering Authority or Chartering Authority to Charter School, as applicable; will be made after ADMs have been reconciled after the 9th attendance reporting interval). Each payment will be reconciled to the reported ADM for the period from the Chartering Authority records before being released. The final (ninth) payment will not be released until the year's ADMs have been reconciled.

As provided in TCA § 49-13-114, transportation shall be provided by agreement with the LEA in the same manner it would be provided if the students were enrolled in any other school within the district. Specifically, students residing in the Cameron Middle School zone shall be transported by the district; and, until the beginning of the 2014-15 academic year, the Charter School will be entitled to receive and retain the allocated transportation funds for such students. Students who enroll in the Charter School but who reside outside the Cameron Middle School zone shall not receive transportation from the district, consistent with the other open enrollment assignments in the district. Should the Charter School elect to provide transportation for out of

zone students, it may do so provided the transportation plans are non-discriminatory and that no additional funds shall be allocated by the District for such purpose.

The Charter School shall include in its annual reports the transportation plans that are in effect, and shall communicate information regarding transportation to parents or guardians at the time a pupil enrolls.

The Chartering Authority will hold the Sponsor accountable for the performance of the Charter School through (i) the review of reports filed by the Sponsor and/or Governing Body and publication of accountability information and (ii) the Charter Agreement renewal process.

The Chartering Authority shall carry out its roles and responsibilities, as detailed in this Charter Agreement and the Act, in a professional and responsible manner. The Chartering Authority will use reasonable, good faith efforts to oversee the activities of the Sponsor and the performance of the Charter School.

3. General Terms and Conditions of the Charter Agreement

3.1 Definitions

The following are definitions of terms used in this agreement as defined in state law (TCA 49-13-104).

Chartering Authority – the local board of education which approves, renews or decides to revoke a public charter school application or agreement.

Governing Body – the organized group of persons who will operate the public charter school by deciding matters including, but not limited to, budgeting, curriculum and other operating procedures for the public charter school and by overseeing management and administration of a public charter school. The membership of a charter school's governing board shall include at least one (1) parent representative whose child is enrolled in the charter school. Such parent representative shall be appointed by the governing body within six (6) months of the school's opening date.

Local Education Agency (LEA) – any county, city or special school district, unified school district, school district of any metropolitan form of government or any other school system established by law (TCA 49-3-302). For purposes of this agreement, the LEA is defined as Metropolitan Nashville Public Schools (MNPS).

Sponsor – any individual, group or other organization filing an application in support of the establishment of a public charter school, provided, however, that a sponsor cannot be a for-profit entity, a private elementary or secondary school, a post-secondary institution not accredited by the Southern Association of Colleges and Schools, a religious or church school, or promote the agenda of any religious denomination or religiously affiliated entity. (Acts 2002, chap. 850, §4; 2005, chap. 414 §1; 2008, chap. 1101, § 1).

Public Charter School - a public school in the state of Tennessee that is established and operating under the terms of a charter agreement.

Capitalized terms used herein not otherwise defined herein shall have the meaning set forth in the Act. Whenever the term "Chartering Authority" is used herein, such term shall mean the Metropolitan Board of Public Education for Nashville and Davidson County and the Director of Schools of the Metropolitan Nashville Public Schools ("MNPS") as an agent to carry out and implement the policies of the Chartering Authority. The terms "charter," "Charter Agreement," "Agreement" and "Charter School Agreement" are used interchangeably herein and have the meaning set forth in the Act for "Charter agreement."

All defined terms used in this Charter Agreement shall be deemed to refer to the masculine, feminine, neuter, singular and/or plural, in each instance as the context and/or particular facts may require. Use of the terms "hereunder," "herein," "hereby," and similar terms refer to this Charter Agreement.

3.2 Recitals

The recitals to this Charter Agreement are incorporated herein by reference and made a part hereof.

3.3 The Application

The Application, as attached hereto as Exhibit 1, sets forth the overall goals, standards, and general operational policies relating to the Charter School; the Application is not a complete statement of each detail of the operation of the Charter School. To the extent that the Sponsor, Governing Body or Charter School desires to implement specific policies, procedures, or other specific terms of operation that supplement those set forth in the Application, they shall be permitted to implement such policies, procedures, and specific terms of operation, provided that such policies, procedures, and terms of operation (i) are not otherwise prohibited or circumscribed by applicable law or this Charter Agreement, and (ii) are not materially different from those set forth in the Application.

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

Neither this Charter Agreement nor the Application may be amended without prior written approval of the Chartering Authority, except that, pursuant to TCA § 49-13-112(a), the Governing Body may revise the budget submitted in this Charter Agreement, subject to the requirements of state and federal law. If the Sponsor seeks to amend this Charter Agreement or the Application, it shall petition the Chartering Authority as set forth in TCA § 49-13-110(b).

All Material changes from the finally amended and approved Charter Application (Exhibit 1), must be reported to the Office of Charter and Private Schools for review prior to implementation. The Office (OCPS) will assess the changes to determine whether they constitute material changes that must be approved through the Charter Amendment process as set forth in TCA § 49-13-110(b). Material changes made unilaterally may result in the Governing Body's being found in violation of the Charter, assigned a corrective action plan, placed on probation, and/or required to reverse the change.

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

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

3.4 Relationships Not-for-Profit, Nonsectarian, Non-Religious, and Non-Cyber Based

The Sponsor shall ensure that the Charter School is nonsectarian and non-religious in its curriculum, programs, admission policies, employment practices, governance, and all other operations. The Sponsor shall comply with the requirements of the United States and Tennessee Constitutions, including those provided by the establishment clause of the First Amendment of the United States Constitution. The Sponsor shall not use any of the funds to operate the Charter School for the benefit of any religious or theological institution. The Charter School shall not be cyber-based.

3.5 Compliance with Applicable Laws and Regulations

By signing this Charter Agreement, the Sponsor warrants that it has made a detailed review of the Act, and that it has specific knowledge of its rights and responsibilities under the Act. Further, Sponsor shall comply with all federal, state and local laws applicable to the provision of public education.

3.6 Monitoring, Inspection and Certification of Records

The Chartering Authority may designate a representative or representatives to enter the premises of the Charter School at reasonable times with reasonable notice, to monitor whether the Charter School is operating in compliance with applicable law and the terms and conditions of this Charter Agreement, and to evaluate whether the Sponsor is satisfying state standards of

accountability. During such monitoring visits, any representative(s) of the Chartering Authority shall not unreasonably interfere in the operation of the Charter School.

The Charter School shall designate a representative to serve as the point person for ensuring compliance, reporting, and other communications related to the School's compliance with local, state, and federal laws and policies in keeping with oversight responsibilities of the Office of Charter and Private Schools.

Sponsor shall ensure that the following information is maintained at the Charter School and make such information available to the Chartering Authority or its representative upon request no later than the fourth (4th) business day following such request: (1) the Sponsor's Articles of Organization; (2) the Sponsor's Operating Agreement; (3) the enrollment and admissions process for the Charter School; (4) a list of all formerly and currently enrolled students and, for each student, the following information: full legal name, student identification number (for purposes of state testing), birth date, address, local school zone in which the student resides, names and address of legal guardians; required documentation relevant to the student's special needs status (if applicable); results on assessments required by applicable law and the Application, and documentation of a student's suspension or expulsion (if applicable); (5) list of all former and current staff members and teachers who work at the Charter School and, for each one, the following information: name, social security number, birth date, address, compensation, certification and evidence of highly qualified status; (6) evidence of insurance; (7) leases; (8) documentation of loans and other debt of the Sponsor related to the Charter School; (9) detailed accounting of school expenditures and sources of income received that are current through the preceding month, within thirty (30) days after the last day of such month; and (10) copies of all required certifications, and health and safety-related permits for occupancy of the physical plant for the purposes of the Charter School. Such information shall be used by the Chartering Authority to evaluate whether the Charter School is meeting its goals under this Agreement, the Application and the Act. The Sponsor shall ensure that copies of these records are maintained for the amount of time required by applicable law, but in no event less than two (2) years after the expiration, non-renewal, or revocation of the Charter Agreement, during which period, the Sponsor shall make such records available to the Chartering Authority upon request no later than the fifth (5th) business day following such request.

3.7 Regulatory and Statutory Requirements

The Sponsor acknowledges the regulatory and/or statutory requirements listed in TCA § 49-13-105(b), which **cannot** be waived. The Sponsor shall ensure that these requirements are met. Any waivers of rules, regulations, policy, or statutory requirements of the State of Tennessee must be granted by the Tennessee State Board of Education.

3.8 Reporting

3.8.1 Annual Progress Report

Pursuant to TCA § 49-13-120, the Governing Body of the Charter School is required to make at least an annual progress report to the Sponsor, the Chartering Authority, and the

Commissioner of Education. The Sponsor shall ensure that this annual report is made and that the report meets the requirements of TCA § 49-13-120 and TCA § 49-13-114(d).

3.8.2 Annual Financial Report

Pursuant to TCA § 49-13-111(m), the Charter School is required to prepare and publish an annual financial report that encompasses all funds. The Sponsor shall ensure that this annual financial report is made and that the report meets the requirements of TCA § 49-13-111(m).

Sponsor shall comply with the State of Tennessee Department of Education audit timeline in order to submit its budget estimate with the Chartering Authority's budget to the State Department.

3.8.3 Monthly Reports

The Sponsor shall also submit a monthly report to the Chartering Authority by the fifteenth (15th) day of each month containing:

- a. List of students suspended out of school during the prior month;
- b. List of students transferred in collaboration with District personnel for disciplinary reasons or in order to provide a Free Appropriate Public Education in the Least Restrictive Environment.
- c. Documentation of changes during the prior month in (i) the Sponsor's certificate of occupancy for the Charter School's physical plant or (ii) other health and safety-related certifications or permits;
- d. Applications, filings, or Internal Revenue Service determinations made during the prior month related to seeking and maintaining the Sponsor's tax-exempt status;
- e. Applications, filings or state determinations made during the prior month related to seeking and maintaining the Sponsor's not-for-profit status;
- f. Lists and contact information of any individuals who leave or join the Sponsor's Board and/or Governing Body during the prior month;
- g. Lists and contact information of any individuals who, during the prior month, resign from or are hired to a leadership position in the operation of the Charter School, including any administrative position;
- h. Documentation of any non-compliance by Sponsor, Governing Body or Charter School with the Charter or applicable law, in connection with the operation of the Charter School during the prior month; and
- i. Any conflict of interest issues that arose during the prior month and the resolution of such issue, if any.
- j. List of students who voluntarily transfer during the previous month from the Charter School including evidence of parental consent, and to the extent practical, the name of school to which the student transfers.

3.8.4 Projections

The Sponsor shall also provide the following projections to the Chartering Authority and the Commissioner of Education :

- a. The projected budget no later than one (1) month prior to the upcoming Accounting Year;
- b. The projected student enrollment, specifying expected number of students by grade level on a preliminary basis by December 15th, for execution of the admission lottery by February 15th, and for certification of eligibility by July 15th.

3.8.5 Enrollment Reports

Not later than the date established by the Tennessee State Department of Education (the "Department") for determining average daily membership, the Sponsor shall submit to the Department, with a copy to the Chartering Authority, the following information:

The number of students enrolled in the Charter School.

An Annual Enrollment Report pursuant to TCA 49-13-106(a)(3) is due by September 30th of each year including at least the following information:

- List of students who applied, date of application,
- All students accepted and priority category of each accepted student,
- Number, names, and priority category of admitted students,
- Number, names, and priority category of enrolled students,
- Number and names remaining on waitlist,
- Number of applications received after the lottery deadline, and
- Details of the Charter School's student recruiting policies.

The Sponsor shall ensure that student enrollment count records are maintained electronically on a system that is mutually acceptable to the Sponsor and the Chartering Authority.

3.9 Curriculum, Instruction, and Benchmarks

The curriculum and instructional methods used at the Charter School shall be as described in the Application, this Charter Agreement and any reports submitted under the terms of the Charter. The curriculum and instructional materials will be modified, as necessary and appropriate, to implement any student's Individual Education Program (IEP) as required by federal and state law.

The benchmarks and indicators of performance for measuring academic progress of students attending the Charter School shall be as described in the Application, this Charter Agreement and any reports submitted under the terms of the Charter.

3.9.1 Promotion/Retention

Sponsor will issue 9 week report cards with a mandatory progress report and other contact as Sponsor determines.

Sponsor will follow the State Department of Education standard grading policy for courses receiving high school credit.

3.10 School Calendar and Daily Attendance

The Sponsor shall operate the Charter School according to the academic calendar submitted to the Chartering Authority no later than April 1 of each preceding school year, ensuring that the instructional time is at least equivalent to time of instruction as required in regular public schools in TCA § 49-13-105 (12), and reporting at least daily attendance using the Chartering Authority's Student Management System (Chancery SMS),

Copies of the School Calendar and Hours of Operation must be made available to families of students at the time of enrollment.

3.11 Staff Responsibilities and Personnel Plan

3.11.1 Employee Benefits

The Chartering Authority shall comply with the provisions of TCA § 8-35-242 in the provision of retirement benefits to the teachers and employees of the Charter School.

The Chartering Authority shall allow employees of the Charter School to participate in group insurance plans to the same extent and in the same manner as employees of the Chartering Authority in accordance with the provisions of TCA §8-27-302 and §8-27-303.

3.11.2 Employee Numbers and Qualifications

The Charter School shall employ sufficient number of personnel to carryout the full program as provided in the Charter Application (Exhibit 1). The Charter School shall ensure that personnel hired for instructional duty (including teachers as well as paraprofessionals) possess appropriate qualifications for the duties assigned to them including but not limited to Tennessee certification and licensure (TCA 49-13-111(i)), appropriate subject matter qualifications, and federally required qualifications including highly qualified, exceptional education certified, and ESL certified according to federal requirements.

3.11.3 Employment Applications

All applicants for employment with the Sponsor related to the Charter School and/or with the Charter School shall be required to submit employment applications on a form that is acceptable to the Chartering Authority and that complies with all applicable law. All current and prospective employees of the Sponsor 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 Sponsor who have contact with children within the scope of the individuals' employment, shall be subject to national, state and local criminal background checks to the fullest extent permitted under applicable law.

3.11.4 Bargaining Limits

Employees of the Charter School will be non-unionized unless and until such employees may elect to organize as permitted by TCA § 49-13-118.

3.12 Physical Plant

Beginning with the 2014-15 academic year, the Sponsor shall ensure that the Charter School grounds and facilities comply with: (a) all applicable law, including the federal Americans with Disabilities Act, building, fire, health and safety, and zoning and land use codes; (b) this Charter Agreement; and (c) the Application, all in accordance with the terms of a mutually agreed upon lease agreement to be entered into at such time.

The Sponsor shall notify the Chartering Authority immediately as to any of the following: (a) any material change in the availability or condition of the physical plant, such as through flood, fire, or other unanticipated circumstance; (b) any allegation that the Sponsor or the lessor has breached any lease, deed or other land use agreement concerning the physical plant; and (c) any proposal to move the Charter School from its current facility to another or from its current location to another.

Until the beginning of the 2014-15 academic year, the Chartering Authority shall be responsible for the maintenance and upkeep of the grounds and facilities of Cameron Middle School, including, but not limited to the portions of Cameron Middle School being solely used by the Charter School, with no differentiation to be made by the Chartering Authority with respect to the portions of Cameron Middle School being used by the Charter School.

3.13 Program

The Sponsor shall ensure that the Code of Behavior and Discipline described in the Application is implemented at the Charter School. The Sponsor shall develop, implement, and maintain a school safety plan to provide for a safe learning environment at the Charter School for students, staff, volunteers, and visitors. No student shall be expelled or transferred involuntarily from the Charter School except in collaboration with appropriate District personnel and in accordance with applicable law governing the conduct and discipline of students.

3.14 Financial Matters

3.14.1 Audits; Procedures; Timing

Audits of the Charter School shall be made in compliance with TCA § 49-13-127.

3.14.2 No Tuition

The Sponsor shall not charge tuition for any student. The Charter School may charge for preschool and/or before-and-after-school programs, unless prohibited under applicable law.

3.15 Insurance

The Sponsor 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 Metropolitan Government, its officials, employees, and volunteers shall be in excess of this insurance and shall not contribute to it. The first one million dollars must be with a company licensed to do business in the state of Tennessee. The remaining \$4,000,000 can be covered under an excess liability policy (also known as an "umbrella" policy). The policy must name the Metropolitan Government 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 equal to or greater than \$5,000,000. Teachers Professional Liability Policy 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. Sponsor must comply with state statutes. Employers Liability must be a minimum of \$100,000.
- d. Property and Boiler Insurance Policy: If Sponsor 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.

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, Sponsor shall provide updated certificates of insurance upon expiration of the current certificates.

3.16 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.

3.17 Indemnification and Hold Harmless; Damages

3.17.1 Sponsor's Obligations.

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

- a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Sponsor, its officers, employees and/or agents, including its sub- or independent contractors, in connection with the performance of this Charter Agreement, and,
- b. Any claims, damages, penalties, costs and attorney fees arising from any failure of the Sponsor, its officers, employees and/or agents, including its sub- or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

- c. The Sponsor shall reimburse and/or pay the Chartering Authority for any damages or expenses incurred as a result of the Sponsor's failure to fulfill its obligations under this Charter Agreement.

3.17.2 Chartering Authority's Obligations.

The Chartering Authority shall reimburse and/or pay the Sponsor for any damages or expenses incurred as a result of the Chartering Authority's failure to fulfill its obligations under this Charter Agreement. Further, the Chartering Authority shall indemnify and hold harmless the Sponsor, its parent, affiliates, officers, directors, agents and employees from any claims, damages, costs and attorneys fees for injuries of damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Chartering Authority, its officers, employees and/or agents, including its independent contractors, in connection with the performance of this Charter Agreement.

3.18 Attorneys Fees

The Sponsor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of this Charter Agreement, and in the event the Chartering Authority prevails, the Sponsor shall pay all expenses of such action including the Chartering Authority's reasonable attorney fees and costs at all stages of the litigation. The Chartering Authority agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Charter Agreement, and in the event the Sponsor prevails, the Chartering Authority shall pay all expenses of such action including the Sponsor's reasonable attorney fees and costs at all stages of the litigation.

3.19 Services Provided by Local Education Agency (LEA)

The parties agree that fees for any service provided by the LEA to the Charter School shall be assessed according to the appropriate fee schedule (Exhibit 4) at the beginning of each school year. The parties further agree that the actual cost and the assessed cost will be reconciled at the end of each school year (within 45 days of the close of the LEA's schools) to reflect the actual cost to the LEA. This reconciliation may result in monies owed to either party as an over payment or underpayment. Services selected by the Charter School are identified below:

3.19.1 Food Service

From the date of execution of this Charter Agreement through June 30, 2014 the Food Service Department will provide food services to all students enrolled at Cameron Middle School in the same manner as it provides food service to the rest of the district. Meals will be provided under federal guidelines and federal reimbursement claims for meals will be made by the Food Service Department. All revenue will be retained by MNPS food service to cover all operating costs associated with student meal preparation and service.

Following July 1, 2014, provision of food service will be governed by a separate mutually agreed upon Food Service Agreement between the Sponsor and the Food Service Department at MNPS.

3.19.2.1 Exceptional Education

3.19.2.2 Collaboration

“Exceptional Education” services are provided by the Local Education Administration (LEA) of which the Charter School is legally a part. The Charter School acknowledges the importance of cooperating with the Chartering Authority in the provision of Exceptional Education services for students enrolled in the Charter School. The Charter School agrees to respond to all Chartering Authority inquiries, comply with reasonable Chartering Authority directives, and allow the Chartering Authority access to Charter School students, staff, facilities, equipment and records as required to fulfill all Chartering Authority obligations under this Agreement or imposed by law. Except as otherwise provided herein, the Chartering Authority and the Charter School agree to allocate responsibility for the provision of services (including but not limited to evaluation, identification, assessment, case management, Individual Education Plan (IEP) development, modification, and implementation) in a manner consistent with the Chartering Authority’s allocation of Exceptional Education services to all of its schools sites.

3.19.2.3 Staffing

All Exceptional Education services at the Charter School will be delivered by individuals or agencies qualified to provide Exceptional Education services required by Tennessee’s Education Law and the IDEA. Charter School teaching and administrative staff shall hold appropriate credentials and non-public agencies providing services to Charter School student’s certified for Exceptional Education services shall meet all state requirements and be approved by the Chartering Authority. Charter School staff shall participate in all mandatory Chartering Authority professional development related to Exceptional Education. The Charter School shall be responsible for hiring, training, and employment of site staff necessary to provide Exceptional Education services to its students, including without limitation, Exceptional Education teachers, paraprofessionals, and resource specialists. The Charter School agrees to promptly notify the Chartering Authority of any staffing or contract issues that would preclude implementation of any student’s IEP.

3.19.2.4 Identification and Referral

The Chartering Authority is committed to Charter Schools that serve students in the least restrictive environment, providing students with an appropriate level of support in order for them to achieve maximum benefit from the general education program.

The Chartering Authority and the Charter School shall share responsibility and work collaboratively to locate, identify, and evaluate, Charter School students who are suspected of having needs that qualify them to receive Exceptional Education services. The Charter School will implement Chartering Authority policies and procedures to ensure timely identification and referral of students who have, or may have, such exceptional needs. The Chartering Authority shall provide the Charter School with any assistance that it generally provides its other schools in the identification and referral process. The Chartering Authority will ensure that the Charter

School is provided with notification and relevant files of all students with an existing IEP and who transfer to the Charter School from another school. The Chartering Authority shall provide the Charter School with such records within 10 days of receipt of a request by the Charter School for the records, the Chartering Authority shall have unfettered access to all Charter School student records and information in order to serve all of the Charter School's students' exceptional needs

3.19.2.5 Assessments and IEP Meetings

The term "assessment" shall have the same meaning as the term "evaluation" in the IDEA, as provided in Section 1414, Title 20 of the United States Code. The Chartering Authority will determine what assessments, if any, are necessary and arrange for such assessments for referred or eligible students in accordance with the Chartering Authority's general practice and procedures and applicable laws. The Charter School shall work in collaboration with the Chartering Authority to obtain parent/guardian consent to assess Charter School students. The Charter School shall not conduct Exceptional Education assessments without prior written approval from the parent/guardian and the Chartering Authority. However, nothing in this Agreement shall be construed to prohibit the Charter School from conducting non-exceptional education assessments consistent with its educational program. The Chartering Authority shall be responsible for supporting the Charter School in properly noticing and arranging necessary IEP meetings and IEP team membership shall be in compliance with state and federal law. The Charter School shall be responsible for ensuring attendance of the following people at IEP meetings: the principal and/or Charter School designated representative; the student's Exceptional Education teacher; the student's general education teacher; the student, the parent/legal guardian and any parent representatives, if appropriate; an interpreter, if necessary; and other Charter School representatives who are knowledgeable about the general education program at the Charter School and/or about the student; necessary staff including, but not limited to, a speech therapist, psychologist, resource specialist, and behavior specialist.

3.19.2.6 IEP Development and Implementation

Decisions regarding eligibility, goals/objectives, program, services, placement, and exit from Exceptional Education shall be the decision of the IEP Team of the Charter School, pursuant to the Chartering Authority's IEP process. Programs, services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures, and requirements of the Chartering Authority. The Chartering Authority has a strong preference that special education services be delivered in inclusive settings. In exceptional circumstances, when a student's academic progress so warrants the Charter may utilize pull-out services. Services should, whenever possible, be provided at the Charter School location.

The Charter School shall promptly notify the Chartering Authority of all requests it receives for assessment, services, IEP meetings, parental requests for reimbursement, compensatory education, mediation, and/or due process.

The Charter School shall be responsible for implementation of the IEP. As part of this responsibility, the Charter School shall provide the Chartering Authority and the parents with

timely reports on the student's progress as provided in the student's IEP, and at least quarterly or as frequently as progress reports are provided for the Charter School's general education students, whichever is more frequent. The Charter School shall also provide all home-school coordination and information exchange. The Charter School shall also be responsible for providing all curriculum, classroom materials, classroom modifications, and assistive technology.

3.19.2.7 Initial, Interim, and Alternative Placements

For students who enroll in the Charter School from another school district with an existing IEP, the Chartering Authority and the Charter School shall conduct an IEP meeting as soon as possible but no later than 30 days. The certifying specialist from the Chartering Authority must determine the adequacy of the evaluation to ensure that the evaluation standards required by the Chartering Authority and the State Department of Education are met. Prior to such meeting and pending agreement on a new IEP, the Chartering Authority and the Charter School shall implement the existing IEP to the extent practicable or, in the alternative, comparable services to the existing IEP. However, this agreement shall not require the Charter School to substantially modify its service delivery model in order to implement an interim placement at the Charter School site. The Chartering Authority will provide consultative assistance to the Charter School to help transition the student whether the student is transferring to the Charter School from the Chartering Authority or from another school district. The Chartering Authority shall be responsible for selecting, contracting, and overseeing all non-public schools and non-public agencies used to serve Exceptional Education students. The Charter School shall not hire, request services from, or pay any non-public school or agency to provide Exceptional Education services to students without the explicit collaboration and approval of the Chartering Authority. Any contract for special education services must be approved prior to implementation by the Chartering Authority. The Charter School shall immediately notify the Chartering Authority of all parental requests for services from non-public schools or agencies, unilateral placements, and/or requests for reimbursement.

3.19.2.8 Non-Discrimination

It is understood and agreed that all children will have access to the Charter School, and 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. Section 504 of the Rehabilitation Act of 1973 requires that schools receiving federal funds, including Charters, provide students with challenges appropriate educational services to the same extent as the needs of students without special needs are met. Most students with challenges come under both IDEA and Section 504 protections, but some students with challenges don't qualify for special education but are protected under Section 504. The Chartering Authority and the Charter School are under the same obligation to develop a Section 504 plan for students requiring one as they are for the development of an IEP and for implementing any agreed upon modifications.

3.19.2.9 Due Process and Compliance Complaints

The Charter School shall follow Chartering Authority policies as they apply to all Chartering Authority schools for responding to parental/guardian concerns or complaints related to Exceptional Education services. The Charter School shall instruct parents/guardians to raise concerns regarding Exceptional Education services, related services, and rights to the Chartering Authority. In addition, each party shall immediately bring to the other's attention any concern or complaint by a parent/guardian that is in writing and/or which involves a potential violation of state or federal law.

The Chartering Authority's designated representative, in consultation with the Charter School's designated representative, shall investigate as necessary, respond to, and address the parent/guardian concern or complaint. The Charter School shall allow the Chartering Authority access to all facilities, equipment, students, personnel, and records necessary to conduct such an investigation. Each party shall timely notify the other of any scheduled meetings with parents/guardians or their representatives to address parent/guardian concerns or complaints so that a representative of each entity may attend. The Chartering Authority, as LEA, shall be ultimately responsible for determining how to respond to parent concerns or complaints, and the Charter School shall comply with the Chartering Authority's decisions.

The Chartering Authority and the Charter School shall cooperate in responding to any complaint to or investigation by the Tennessee Department of Education, the United States Department of Education, or any other agency, and shall provide timely notice to the other upon receipt of such a complaint or request for an investigation.

3.19.2.10 Due Process Hearings

In the event that the parents/guardians file for a due process hearing, or request mediation, the Chartering Authority and the Charter School shall work together to defend the case. In the event that the Chartering Authority determines that legal representation is needed, the Chartering Authority and the Charter School shall be jointly represented by legal counsel of the Chartering Authority's choosing, unless there is an actual conflict of interest. The Parties acknowledge that, because of their potential adverse interests, their joint representation presents a potential conflict of interest, which must be disclosed to them in writing. If the Chartering Authority, its counsel, or the Charter School determines that an actual conflict of interest exists, then the Charter School shall retain separate legal counsel at its own expense.

The Chartering Authority shall have sole discretion to settle any matter in mediation or due process, which settlement shall be binding upon the Charter School except in those cases when (i) modifications or accommodations which would materially change the education program at the Charter School as provided in the Application (Exhibit 1) would be required by such settlement, or (ii) the Charter School would be forced to make any payment as part of such settlement, in which case Charter School approval would be required. The Chartering Authority shall also retain sole discretion to file an appeal from a due process hearing or take other legal action involving any Charter School student necessary to protect its rights.

3.19.2.11 Funding

The Parties agree that the Charter School is a Chartering Authority school for the purposes of Exceptional Education services and funding, and the Chartering Authority has agreed to work collaboratively with the Charter School to ensure provision of Exceptional Education services in a manner consistent with the services it provides at its other public schools.

Federal funding will be flowed from the Chartering Authority to the Charter School based on the per pupil allocation received from the State Education Department. Funding is provided at the end of the first semester for all eligible students on roll 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 on roll and served on the December 1 census of exceptional students.

The Chartering Authority is financially responsible for child find and student identification and initial assessment expenses. The Charter School shall bear the financial responsibility for reevaluations and the provision of all services consistent with student IEP's. The Charter School may elect to have the Chartering Authority provide some special educational services at a cost that covers the actual salary benefit and mileage expenses incurred by the Chartering Authority. The expenses incurred in providing these services will be deducted from the IDEA flow thru funds. The Charter School may contract with outside agencies to provide Exceptional Education services but all these contracts must be pre-approved by the Chartering Authority. Services that exceed agreed upon site-based capability, constitute a material change in the educational program of the Charter School as provided in the Application (Exhibit 1), or require alternative placement (including but not limited to other Chartering Authority schools, other public school districts, County Office or Education Programs, non-public schools, homes, hospitals, or residential programs) in order to ensure the provision of a free and appropriate public education in the least restrictive environment shall be assumed at the discretion of the Chartering Authority consistent with its ultimate responsibility as the LEA of record. In such circumstances, the Chartering Authority shall be entitled to retain the pro rata share of all funding received for such student, including but not limited to all IDEA funds based on the number of instructional days or minutes per day that the student is not at the Charter School site.

3.19.3 Transportation

As provided in TCA § 49-13-114, transportation shall be provided by agreement with the LEA in the same manner it would be provided if the students were enrolled in any other school within the district. Specifically, students residing in the Cameron Middle School zone shall be transported by the district which will retain allocated transportation funds for that purpose. Students who enroll in the Charter School but who reside outside the Cameron Middle School zone shall not receive transportation from the district, consistent with the other open enrollment assignments in the district. Should the Charter School elect to provide transportation for out of zone students, it may do so provided the transportation plans are non-discriminatory and that no additional funds shall be allocated by the District for such purpose.

The Charter School shall include in its annual reports the transportation plans that are in effect, and shall communicate information regarding transportation to parents or guardians at the time a pupil enrolls.

Chartering Authority can provide field trip services on an availability contingent basis. Charges for field trip and other temporary bus services are established by the MNPS Department of Transportation and available on request. Prior to using MNPS buses, the Charter School must file a request form, a hold harmless agreement, a copy of the Certificate of Insurance, and a copy of its IRS 501(c)(3) letter. Forms and additional requirements are available through the MNPS Department of Transportation. Payment shall be remitted within 30 days of billing date.

3.19.4 Network Services

Cameron Middle School is fully equipped with MNPS network access and equipment. All MNPS equipment currently housed at the school shall remain at the school for the use of the students and faculty of Cameron Middle School, including, but not limited to, the Charter School. MNPS shall retain ownership of all equipment and network resources currently housed at the school. Between the execution of this Agreement and June 30, 2014, the Chartering Authority shall maintain all currently operating or newly introduced district equipment, systems, or upgrades at Cameron Middle School. The Charter School may make additions or upgrades at Cameron Middle School that exceed District-sponsored initiatives at its own expense if it so desires. After July 1, 2014, the Charter School shall assume responsibility for maintenance, upgrades, and replacement of equipment, including equipment owned by the Chartering Authority, as needed for full execution of the Charter School's academic program. The Chartering Authority shall, however, continue to retain responsibility for maintenance of Chancery/SMS and Easy IEP access or then operating systems for Charter School personnel.

4. Representations and Warranties

4.1 Of Sponsor

4.1.1 Organization

The Sponsor is, and at all times during the Term of this Charter Agreement shall be, duly organized, properly existing, and in good standing in its state of incorporation. The Sponsor is, and at all times during the term shall be, a not-for-profit organization with exemption from federal taxation under IRC § 501(c) (3). Sponsor is not, and shall not be, a for-profit corporation.

4.1.2 Tax-Exempt, Non-Profit Status

The Sponsor must have received a determination of tax-exempt status from the Internal Revenue Service before the Sponsor may provide instruction to any students attending the Charter School. The Sponsor shall immediately inform the Chartering Authority if its tax-exempt status is questioned, modified, or revoked by the Internal Revenue Service or if its non-profit status is questioned, modified, or revoked by the state of formation.

4.1.3 Authority

The Sponsor warrants that it has all requisite power and authority to execute and deliver this Charter Agreement, to perform its obligations hereunder, and to otherwise consummate the

agreements contemplated hereby and thereby. This Charter Agreement constitutes a valid and binding obligation of the Sponsor, enforceable against the Sponsor in accordance with its terms.

4.1.4 Litigation

There is no suit, claim, action or proceeding now pending or threatened before any court, grand jury, administrative or regulatory body, Government agency, arbitration or mediation panel or similar body to which the Sponsor is a Party or which may result in any judgment, order, decree, liability, award or other determination which will or may reasonably be expected to have an adverse effect upon the Sponsor. No such judgment, order, decree or award has been entered against the Sponsor nor has any liability been incurred which has, or may reasonably be expected to have, such effect. There is no claim, action or proceeding now pending or threatened before any court, grand jury, administrative or regulatory body, Government agency, arbitration or mediation panel or similar body involving the Sponsor which will or may reasonably be expected to prevent or hamper the consummation of the agreements contemplated by this Charter Agreement.

4.1.5 Full Disclosure

No representation or warranty of the Sponsor herein and no statement, information or certificate furnished or to be furnished by the Sponsor pursuant hereto or in connection with the agreement contemplated hereby contains any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements contained herein or therein not misleading.

4.1.6 Reputation of Officers, Directors and Employees

No member of the Sponsor's Board of Directors, officer of the Sponsor, employee of the Sponsor, member of the Governing Body, or employee of the Charter School has been convicted of a felony or other criminal offense involving dishonesty, fraud or moral turpitude.

No person may continue to be a member of the Sponsor's Board of Directors, officer of the Sponsor, employee of the Sponsor, member of the Governing Body, or employee of the Charter School if that person is convicted of a felony or other criminal offense involving dishonesty, fraud or moral turpitude.

4.1.7 Conduct of Sponsor and the Governing Body

The Sponsor/Governing Body has complied, and at all times during the Term will comply, with all local, state and federal laws and regulations that are applicable to the Sponsor/Governing Body, which may include, but are not limited to, the internal revenue code, the non-profit corporation law of the State, and the open records and public meetings laws of the State. The Sponsor/Governing Body has maintained and will maintain adequate records of the activities and decisions of the Sponsor/Governing Body to ensure and document compliance with all such laws and regulations. The Sponsor/Governing Body agrees to provide Chartering Authority with copies of all such records and to allow Chartering Authority to, at Chartering Authority's discretion, assist with the preparation and retention of such records.

4.1.8 Due Authorization

Upon execution of this Charter Agreement by the Sponsor and the Chartering Authority, the Sponsor will be authorized to organize and operate the Charter School and will be vested with all powers necessary to carry out the educational program outlined in this Charter Agreement.

The Charter School shall commence operations according to the following schedule:

July 1, 2010 Charter School representation on the Transformation Partnership Team shall include at least one representative of LEAD Public Schools, Inc. and such other representatives as the Charter School deems necessary. Such other representation shall include but not be limited to the Charter School Director, a representative of the Cameron Middle School Board, or the Charter School Community Outreach Director. The Transformation Partnership Team shall meet weekly and ensure appropriate collaboration and joint planning during the transition to charter management of Cameron Middle School. By February of each year, the Charter School, after consultation with the Transformation Partnership Team, will identify the Charter School positions that will be hired by the Charter School for the following school year. Such positions will include the teachers in the school grade(s) to be managed in the year ahead and any other positions as shall be deemed necessary and appropriate for charter management during the transformation. During the inaugural year of the Transformation Partnership, the Charter School shall be responsible for supporting Cameron Middle School through community outreach and coordination, communication with and enrollment of rising fifth grade students, planning, interviewing, and hiring of fifth grade personnel for the 2011-12 school year.

July 1, 2011 Charter School representation on the Transformation Partnership Team continues as described above except that planning in conjunction with the Transformation Partnership Team shall be focused on the 2012-13 school year. The Charter School shall also assume responsibility for management of the fifth grade at Cameron Middle School.

July 1, 2012 Charter School representation on the Transformation Partnership Team continues as described above except that planning in conjunction with the Transformation Partnership Team shall be focused on the 2013-14 school year. The Charter School shall also assume responsibility for management of the sixth grade at Cameron Middle School.

July 1, 2013 Charter School representation on the Transformation Partnership Team continues as described above except that planning in conjunction with the Transformation Partnership Team shall be focused on the 2014-15 school year. The Charter School shall also assume responsibility for management of the seventh grade at Cameron Middle School.

July 1, 2014 The Charter School shall assume full responsibility for management of all academic programming and operational responsibilities as detailed in this Charter Agreement and as detailed in the Application submitted by the Sponsor (Exhibit 1).

4.2 Of Chartering Authority

4.2.1 Organization

Chartering Authority is a local board of education under the laws of the State of Tennessee, with the purpose and legal ability to grant and issue this Charter Agreement pursuant to the provisions of the Act.

4.2.2 Authority

Chartering Authority has all requisite power and authority to execute and deliver this Charter Agreement, to perform its obligations hereunder, and to otherwise consummate the transactions contemplated hereby. This Charter Agreement constitutes a valid and binding obligation of Chartering Authority, enforceable against Chartering Authority in accordance with its terms.

4.2.3 Litigation

There is no claim, action or proceeding now pending or threatened before any court, grand jury, administrative or regulatory body, Government agency, arbitration or mediation panel or similar body involving the Chartering Authority which will or may reasonably be expected to prevent or hamper the consummation of the agreements contemplated by this Charter Agreement.

4.2.4 Full Disclosure

No representation or warranty of Chartering Authority herein and no statement, information or certificate furnished or to be furnished by Chartering Authority pursuant hereto or in connection with the transactions contemplated hereby contains any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements contained herein or therein not misleading.

5. Term; Post-Term Events

5.1 Term

Pursuant to TCA § 49-13-121, the initial term (the "Initial Term") of the Charter shall commence on the Effective Date and end on the thirtieth (30th) day of June following the tenth (10th) anniversary of the Effective Date, subject to an interim review conducted during the fifth (5th) year of the Term according to guidelines developed by the Department of Education, and further subject to each of the Chartering Authority and Sponsor mutually agreeing, at the end of the fifth (5th) year of the Term, upon a mutually acceptable lease agreement and food service agreement. Also as provided by TCA § 49-13-121, unless the Charter is revoked or terminated, the Term shall be extended for subsequent ten (10) year terms (each a "Renewal Term" and the Renewal Term(s), if any, together with Initial Term, the "Term"), provided the Sponsor submits a renewal application that conforms to requirements in TCA § 49-13-121 and guidelines promulgated by the Department of Education no later than October 1 of the year prior to the year in which the Term of this Charter Agreement is scheduled to expire.

5.2 Events Following Non-Renewal, Revocation, or Expiration

Events following the dissolution of the Charter School shall be as described in TCA § 49-13-110(c).

6. Termination, Revocation, Non-renewal and Intermediate Sanctions

Any action taken to terminate the Charter, revoke the Charter, or impose intermediate sanctions on the Sponsor shall be undertaken in accordance with all applicable law and this Charter Agreement. In the event of a condition or circumstance that poses an immediate threat to the health or safety of students or staff of the Charter School, either Party may require the Charter School to suspend operations until appropriate corrective action(s) can be undertaken.

6.1 Termination, Revocation, Non-renewal

The Chartering Authority may elect not to renew this Charter Agreement pursuant to TCA § 49-13-121. The Chartering Authority may revoke or terminate this Charter Agreement for any reason set forth in TCA § 49-13-122, and/or for breach of any of the terms and conditions of this Charter Agreement.

If the Chartering Authority determines that any grounds for revocation, termination or non-renewal exist, it may revoke, terminate or non-renew this Charter Agreement according to the procedures set forth in TCA § 49-13-121 and TCA § 49-13-122.

6.2 Intermediate Sanctions

In the event the Chartering Authority determines that Sponsor is not complying with the terms of this Charter Agreement and/or the Act, Chartering Authority may, but is not required to, provide notice to Sponsor of the non-compliance and may also, but is not required to, give the Sponsor an opportunity to cure the non-compliance prior to instituting termination proceedings pursuant to TCA § 49-13-121 and TCA § 49-13-122.

7. General Provisions

7.1 Governing Law and Venue

The validity, construction and effect of this Charter Agreement and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Sponsor may provide. Any action between the parties arising from this Agreement shall be maintained in the courts of Davidson County, Tennessee.

7.2 Waiver of Charter Agreement Provisions

No waiver of any provision of this Charter Agreement shall affect the right of any Party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

7.3 No Third Party Beneficiary Rights

No third party, whether a constituent of the Charter School, a member of the community, a student or parent/guardian of a student of the Charter School or otherwise, may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of the Sponsor or the Chartering Authority in this Charter Agreement. This Charter Agreement is not intended to create any rights of a third party beneficiary.

7.4 Delegation of Authority

Sponsor acknowledges that: (a) Chartering Authority's obligations and responsibilities with respect to the Charter School are limited to those obligations and responsibilities set forth in the Tennessee Public Charter Schools Act and as set forth herein; (b) Sponsor, Governing Body and the Charter School, including their respective directors, officers and employees, do not have authority to act as an agent for Chartering Authority or to enter into any contracts with third parties that purport to impose any obligations or responsibilities on Chartering Authority or which otherwise bind Chartering Authority in any manner whatsoever; and (c) by agreeing to authorize the Charter School, Chartering Authority does not assume any obligation with respect to any director, employee, agent, parent, guardian, student, or independent contractor of the Charter School, the Governing Body, or the Sponsor.

The Chartering Authority acknowledges that Chartering Authority, including its directors, officers and employees, does not have authority to act as an agent for Sponsor, Governing Body or Charter School, except as provided herein or when acting as billing agent for a service provided at the request of the Charter School as referenced in Section 3.19, or to enter into any contracts with third parties that purport to impose any obligations or responsibilities on Sponsor or which otherwise bind Sponsor, Governing Body or the Charter School in any manner whatsoever.

7.5 Notices

All notices, consents and other communications ("Notices") which either Party may be required or desire to give the other Party shall be in writing and shall be hand-delivered or given by telecopy, or nationally recognized overnight courier service to the other Party at its respective address or telecopy telephone number set forth below.

**The Chartering Authority:
Mr. Alan Coverstone
Executive Director for Charter and Private Schools
Metropolitan Nashville-Davidson County Board of Public Education**

2601 Bransford Avenue
Nashville, TN 37204
Tel: 615-259-8587
Email: alan.coverstone@mnps.org

The Sponsor:
Cameron College Prep, Nonprofit LLC
Attn: Mr. Jeremy Kane
1704 Heiman
Nashville, TN 37209

With a copy to:
Christopher C. Whitson, Esq.
Sherrard & Roe, PLC
424 Church Street, Suite 2000
Nashville, TN 37219

Notices shall be deemed delivered upon receipt of the Party receiving such notice. The Parties agree to ensure that any notice provided under the Agreement is done in a manner that will allow the delivering Party to establish the date of delivery to the receiving Party.

7.6 Section Headings

The headings in this Charter Agreement are for the convenience of the Parties only, and shall have no effect on the construction or interpretation of this Charter Agreement and are not part of this Charter Agreement.

7.7 Exhibits and Schedules, Attachments and Addenda

Each exhibit, schedule, attachment, and addenda to this Charter Agreement to which reference is made in this Agreement is hereby incorporated in this Charter Agreement as an integral part thereof. In the event of a conflict between the terms and provisions of this Charter Agreement and the terms and provisions of any exhibits, attachments, addenda or schedules, the terms and provisions of this Charter Agreement, the Charter Agreement shall control.

7.8 Entire Agreement

This Charter Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the Parties. Any and all prior understandings and agreements, expressed or implied, written or oral, between the Parties are superseded hereby.

7.9 Modifications and Amendments

This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

7.10 Assignment

The provisions of this Agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the Parties hereto. Neither this Charter Agreement nor any of the rights and obligations of the Sponsor hereunder shall be assigned or transferred in whole or in part without the prior written consent of the Chartering Authority. Any such assignment or transfer shall not release the Sponsor from its obligations hereunder.

7.11 Counterparts

This Agreement may be executed in Counterparts, each of which shall be deemed to be an original and which together shall be deemed to be one and the same Charter Agreement.

7.12 No Partnership/Joint Venture

Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

7.13 Severability

Should any provision of this Charter Agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Charter Agreement.

7.14 Negotiated Agreement

The provisions of this Charter Agreement were negotiated by the Parties and this Charter Agreement shall be deemed to have been drafted by the Parties, notwithstanding any presumptions at law to the contrary.

7.15 Chartering Authority Property

Any Chartering Authority property, including but not limited to books, records and equipment, that is in the Sponsor's possession shall be maintained by the Sponsor in good condition and repair, and shall be returned to the Chartering Authority by the Sponsor upon termination of this Charter Agreement.

7.16 Employment

The Sponsor and the Governing Body shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

7.17 Non-Discrimination

It is the policy of the Chartering Authority not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Charter Agreement, the Sponsor certifies and warrants it will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the programs or activities that are the subject of this Charter Agreement, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the Sponsor or in the employment practices of the Sponsor's contractors. Accordingly, the Sponsor shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

7.18 Contingency Fees

The Sponsor hereby represents that it has not been retained or retained any persons to solicit or secure this Agreement with the Chartering Authority upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. Breach of the provisions of this paragraph is, in addition to a breach of this Charter Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or termination of this Charter Agreement.

LEAD Schools Operated by Applicant

Contract# 2-00300-00

7.19 Effective Date

This Agreement shall not be binding upon the parties until it has been signed first by the Sponsor and then by the authorized representatives of the Chartering Authority and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this Agreement shall be deemed effective as of July 1, 2010.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

RECOMMENDED: Metropolitan Board of Education

[Redacted signature]

Chairperson

APPROVED AS TO AVAILABILITY OF FUNDS: 80150045. 531001.2320940

[Redacted signature]

Director of Finance

APPROVED AS TO INSURANCE:

[Redacted signature]

Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

[Redacted signature]

Metropolitan Attorney

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

[Redacted signature]

Date: SEP 9 2011

SPONSOR

Cameron College Prep, Nonprofit LLC

BY: [Redacted signature]

Title: Founder and CEO

Sworn to and subscribed to before me, a Notary Public, this 4th day

of September, 2011, by [Signature], the [Redacted] of

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

[Redacted signature]

Notary Public My Commission Expires 11/5/2014



LEAD Schools Operated by Applicant Contract# 2-00300-00

Exhibit 1 – Charter Application

Exhibit 2 – Expulsion Procedure and Appeals Process

Exhibit 3 – Pre-Opening Checklist

Exhibit 4 – Annually Agreed Fee Schedule

Financial Services Fee

Annual Admission Lottery Service Fee

Fees for services rendered (assessed at time of service)

Transportation

Exceptional Education

LEAD Schools Operated by Applicant



Charter Agreement Tennessee Achievement School District

This Charter Agreement (Agreement) is entered into by and between the Achievement School District (ASD) and **Brick Church College Prep, LLC** (Operator), a Tennessee nonprofit limited liability company, pursuant to Tennessee Code Annotated § 49-1-614 and the Tennessee Public Charter Schools Act, T.C.A. § 49-13-101 et. seq.

Definitions

The following are definitions of terms used in this agreement as defined in State law.¹

Achievement School District (ASD) – An organizational unit of the department of education, established by the commissioner for the purpose of providing oversight for the operation of the total program for individual schools or LEAs.² . The ASD may contract directly with individuals or non-profit corporations to manage schools, or authorizer charter schools to serve students zoned to attend ASD schools.

Application – The document submitted by the Operator in response to a request for proposals or qualifications to provide educational services to students zoned to attend ASD schools.

Local Education Agency (LEA) – Any county, city or special school district, unified school district, school district of any metropolitan form of government or any other Tennessee school system in which schools under the jurisdiction of the ASD are located.

Memorandum of Understanding (MOU) – An agreement secondary to this contract, specifying further details of the working relationship between the ASD, the Operator and/or an LEA or LEAs.

Operator – In this agreement, “operator” refers to either the sponsor of an application to receive a charter from the ASD; the governing body of an approved charter school; or an individual, governmental entity or non-profit entity entering a contract with the ASD to “manage the day-to-day operations of a school or schools within the ASD”.

¹ Pursuant to Tennessee TCA 49-13-104. All Tennessee laws may be accessed online at <http://www.lexisnexis.com/hotttopics/tncode/>.

² Pursuant to Tennessee § 49-1-602. T.C.A. 49-1-614.

LEAD Schools Operated by Applicant



1. Grant of Charter

The ASD hereby grants a charter to the Operator for the phase-in management of **Brick Church College Prep**, formerly known as Brick Church Middle School, for ten (10) consecutive school years, beginning with the 2012-13 school year. In accordance with the terms of the Operator's Application, the Operator will operate the **5th** grade of **Brick Church College Prep** during the 2012-13 academic year, and an additional one grade of **Brick Church College Prep** each year thereafter, until the academic year **2015-16** at which time the charter school will consist of all grades 5-8. The Operator is expected to serve all ASD-eligible students who are zoned to attend Brick Church Middle School in the applicable grades. Enrollment in each year of operation shall be no less than 95% of projected enrollment reflected in the annual Board-adopted budget that the Operator submits to the ASD. An Operator who does not meet or exceed enrollment projections of students may be subject to further review by the ASD.

The ASD shall remain the chartering authority through the duration of the charter agreement and the school shall remain under the authority of the ASD. Operator will remain in good standing if school or program performance meets key threshold and performance criteria set forth in the School Performance Framework (Exhibit 5).

Upon expiration of the charter agreement, or sooner, provided the conditions for transfer set forth in state law³ are met, the school shall return to the LEA that operated the school prior to its inclusion in the ASD. The Operator will also be given the opportunity to renew the charter agreement with the ASD or seek a new charter agreement with any other charter authorizer allowed under state law⁴.

Pursuant to T.C.A. § 49-13-121, the initial term of the charter shall commence on the effective date and end on the thirtieth (30th) day of June following the tenth (10th) anniversary of the effective date.

2. Roles and Responsibilities

The ASD shall ensure that the charter school is governed and operated as set forth in the Application and in accordance with this agreement and all other applicable laws and regulations. The Operator shall be accountable to the ASD for ensuring the implementation of the terms and conditions of this agreement.

During the term of the charter, the ASD shall retain the right to review the academic, operational and financial performance of the Operator. The ASD plans to conduct scheduled desk

³ T.C.A. § 49-1-614 [link]

⁴ T.C.A. § 49-13-121

LEAD Schools Operated by Applicant



reviews and comprehensive site visits in years two, five and nine of operation. In the School Performance Framework, key criteria have been included to measure performance of a school. If the criteria are not met, the ASD retains the right to review any and all written material and data as well as conduct site visits as frequently as necessary until all criteria are met. The ASD agrees to provide a minimum of seventy two hours notice of any site visit and will allow a minimum of three business days for an Operator to provide requested documentation. Decisions to revoke or renew the charter shall be made pursuant to this agreement and state law⁵.

The Operator shall be the first avenue for response in case of any grievances filed against the charter school or its employees. The Operator will establish policies and procedures for receiving and addressing grievances directed toward the Operator or its employees and will make those policies available to students, parents/guardians, school employees, the ASD and any other persons who request them. Grievances that are not resolved by the Operator, 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 Operator will use reasonable, good faith efforts to educate children and demonstrate progress in achieving the goals outlined for all ASD schools and those goals the Operator established in its application. The goals and performance expectations of all Operators authorized by the ASD are detailed in the School Performance Framework [Exhibit 5] to this agreement.

3. General Terms and Conditions of the Charter Agreement

3.1 The Application

The application in response to the Request for Qualification (application), submitted August 15, 2011, attached as [Exhibit 1], sets forth the goals, standards, and general operational policies relating to the management of the Operator's charter school. The Application is incorporated by reference to this agreement. To the extent that the Operator desires to implement specific policies, procedures, or other specific terms of operation that supplement those set forth in the Application, they shall be permitted to implement such policies, procedures, and specific terms of operation, provided that such policies, procedures, and terms of operation (i) are not otherwise prohibited or circumscribed by applicable law or this agreement, and (ii) are not materially different from those set forth in the Application.

To the extent there is a conflict between the terms of this agreement and the Application, the terms of this agreement shall govern.

⁵ T.C.A. § 49-13-122

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Material changes to the Application must be reviewed by the ASD prior to implementation. Changes that are almost always material and which require review and approval include but are not limited to:

- adding grades not included in this agreement;
- increased or decreased enrollment constituting 15% of the school's student population or 50 students, *whichever is less*;
- changes to curriculum or pedagogical approach that are inconsistent with the Application; or
- changes to operational specifications in the Application including but not limited to transportation or facility plans.

3.2 Funding

3.2.1 State and Local Funds

- Distribution of Funds. The ASD shall allocate and pay one hundred percent (100%) of state and local Basic Education Program (BEP) funds to the Operator on a per pupil basis as provided in T.C.A. § 49-13-112 and as calculated by the formula provided by the Tennessee State Department of Education.
- Allocation of Funds Based on ADM. New charter schools or charter schools adding a new grade shall be funded based on anticipated enrollment in the charter agreement. Initial payments will be based on this anticipated enrollment, which must be agreed upon by the ASD and the Operator by June 15 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 Average Daily Membership (ADM).
- Funding Timing. The ASD shall allocate and distribute one-tenth of state and local funds to the Operator 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 Operator's reporting of the School's ADM to the ASD. 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.
- Use of Funds. All BEP funds distributed to the Operator shall be used for the School authorized under this Agreement. The Operator shall not charge tuition for any student for any and all activities that take place during the official school day. The Operator may charge for preschool and/or before-and-after-school programs, unless prohibited under applicable law.

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e. Fees for Services. Any educational or operational services the ASD provides for a fee shall be specified in a separate agreement between the charter school and the ASD. Fees for services provided to the Operator by the ASD shall be deducted from the BEP payments provided to the Operator.

3.2.2 Categorical Funds

- a. Eligibility. Each year, the ASD shall provide to the Operator the school's proportionate share of applicable federal Elementary and Secondary Education Act funding (e.g. Title I, Title II, Title III, Title IV or Title V) and other categorical grants received by the ASD for which the Operator's school is eligible. Schools are eligible for such funds upon approval of their plans for such funds either by the ASD or the Tennessee Department of Education as required.
- b. Fund Distribution & Reporting. Funds shall be distributed on a documented expenditure reimbursement basis with the required documentation. ⁶ The Operator shall submit grant reimbursement reports to the ASD at least quarterly and no more frequently than monthly. The ASD shall distribute to the Operator categorical reimbursement funds within 30 days of receipt of approved expenditure reimbursement requests.
- c. Use of Funds. The Operator shall comply with all federal regulations tied to such categorical funds.

3.2.3 Financial Management & Operations

- a. Fiscal Year. The fiscal year for the Operator's school shall begin on July 1 of each year and end on June 30 of the subsequent year.
- b. Financial Management & Records. At the end of the fiscal year, the Operator shall prepare the school's annual financial statements in accordance with accounting principles generally accepted in the United States of America for not-for-profit organizations (GAAP). During the fiscal year, the Operator shall operate the school in accordance with GAAP, the cash basis of accounting, or any other basis of accounting, provided that the school's accounting methods allow it to prepare reports required by the Achievement School District (ASD), the Tennessee Department of Education (TDOE), and any other grantors.
- c. Records. The Operator shall record and report the school's financial information during the fiscal year and at the end of the year using the Tennessee Uniform Chart of Accounts. The Operator shall record all

⁶ 34 C.F.R. § 80.21.

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financial transactions in general, appropriations, and revenue and expenditures records. Appropriate entries from the adopted budgets shall be made in the records for the respective funds. Separate accounts shall be maintained for each of the funds.

- d. Audit. The Operator shall undergo an independent financial audit⁷. The audit shall be furnished to the ASD, the Commissioner of Education, and the Comptroller of the Treasury, as approved by the Operator's governing board by December 31 of each year. The Operator will pay for the audit. In addition, the Operator shall transmit the final trial balance to the ASD using the Tennessee Uniform Chart of Accounts with the submission of the annual independent financial audit. If such audit is not received by December 31 of each year, it shall be considered a material breach of this Agreement, which the Operator shall have 10 days, or such other time as the Parties may agree, to cure. The financial audit shall include, without limitation:
 - i. An opinion on the financial statements (and Supplementary Schedule of Expenditures of Federal Awards, if applicable)
 - ii. A report on compliance and on internal control over financial reporting based on an audit of financial statements performed in accordance with Government Auditing Standards
 - iii. An Independent Auditor's Report on Compliance with Requirements that Could Have a Direct and Material Effect on Each Major Program and on Internal Control Over Compliance in Accordance with OMB Circular A-133, if applicable
- e. Interim Financial Reports. The Operator shall prepare or cause to be prepared quarterly financial reports, in accordance with ASD instructions, which shall be submitted to the ASD no later than forty-five (45) calendar days after the end of each quarter and no later than sixty (60) calendar days after the end of each fiscal year. Quarterly financial reports are not required to be submitted in the LEA Chart of Accounts format.
- f. CMO/EMO Fees. Tennessee's Basic Education Program (BEP) allows local education agencies (LEAs) and the ASD significant discretion in spending. Tennessee law⁸ requires that funds generated for classroom components of the BEP be spent in the classroom (e.g., textbooks, instructional equipment, classroom related travel). Tennessee law also specifically prohibits a charter school operator from contracting with for-profit entities for the management or operation of the school⁹. Beyond those requirements,

⁷ Conducted in accordance with TN 49-13-111(m) and 49-13-127(c).

⁸ T.C.A. § 49-3-354(b)

⁹ T.C.A. § 49-13-124(a)(1)

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however, school and district operators determine how to spend BEP funds. BEP funds may be spent, for example, in an LEA or within the ASD for shared overhead for direct-run schools. Charter operators may pay similar fees to non-profit charter management organizations or to a sponsoring non-profit entity. In order to ensure compliance with the law and to help the ASD study and share financial practices that improve student achievement, ASD transformation partners and charter operators must include in their financial reports detailed descriptions of how any fees paid to a charter, education management, or related non-profit organizations are spent.

- g. Budget. The Operator shall prepare and provide to the ASD a draft of the school's annual budget for the upcoming fiscal year by no later than May 1. The Operator shall adopt and provide a copy of its annual budget for the upcoming fiscal year by no later than June 15.
- h. Financial Policies. The Operator shall use and follow a Financial Policies and Procedures Handbook, the Tennessee Uniform Chart of Accounts, and appropriate use of account codes, including grant codes using templates provided by the ASD as mandated by the TDE.
- i. Fund Compliance. In the event that the Operator accepts state or federal funds, the Operator shall adhere to state and federal guidelines and regulations regarding the appropriate budgeting, expenditure, accounting and reporting for such funds;
- j. Dissolution. Upon termination of this Agreement for any reason by the ASD, upon expiration of the Agreement, or if a school for which part of this contract applies should be closed or cease operations or otherwise dissolve, the ASD will supervise and have authority to conduct the business activities related to the closure or phase-out and other affairs of the school; provided, however, that in doing so the ASD will not be responsible for and will not assume any liability incurred by the school beyond funds allocated to it by the ASD under this Agreement. The Operator's personnel and its governing body shall cooperate fully with any activity related to school closure or phase out.
- k. Disposition of School's Assets upon Termination or Dissolution. Upon termination of this Agreement for any reason or if a school which is a part of this Agreement should be closed or cease operations or otherwise dissolve, then, at the sole discretion of the ASD, any assets owned by the Operator on behalf of the ASD-authorized school or schools that will no longer be operated by the Operator, including tangible, intangible, and real property, remaining after paying the Operator's debts and obligations and not

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requiring return or transfer to donors or grantors, will become the property of the ASD.

- I. Insurance. The Operator will submit a copy of the current Umbrella and Directors and Officers (D&O) Insurance policies maintained by the Operator. The D&O policy will have a minimum limit of \$3,000,000 and the umbrella policy will have a minimum limit of \$4,000,000 and will cover areas of:
 - iv. Employee theft
 - v. Money and securities while on premises or in transit
 - vi. Forgery
 - vii. Funds transfer fraud
 - viii. Computer fraud
 - ix. Money order and counterfeit currency fraud
 - x. Credit card fraud
 - xi. Optional client coverage
 - xii. Coverage for investigative costs for covered losses

3.2.4 Financial Performance Requirements

1. Annual Audit

- i. The annual audit will be submitted to the ASD by December 31 of each year, related to the prior year.
- ii. 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 board.
- iii. No material weaknesses in controls should be disclosed during the audit. A material weakness will result in a potential review and explanation from the Operator's board.

2. Financial Indicators

- iv. A prior year operating deficit will result in a potential review and explanation from the charter school board.
- v. Any default on payroll or any debt or non-compliance with debt-related covenants will result in an automatic review and explanation from the charter school board.
- vi. End of year current ratio of less than 1.0 will result in an automatic review and explanation from the charter school board. A current ratio between 1.0 and 1.1 will result in a potential review and explanation from the charter school board.
- vii. End of year debt service coverage ratio of less than 1.0 will result in an automatic review and explanation from the charter school board. A debt service coverage ratio between 1.0 and 1.1 will result in a

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potential review and explanation from the charter school board.

- viii. Average end of year unrestricted cash balance (based on the four quarter-ending cash balances) of less than 30 days of current fiscal year operational expenses will result in an automatic review and explanation from the charter school board. Average end of year unrestricted cash balance between 30 and 60 days of operational expenses will result in a potential review and explanation from the Operator's board.

3. Compliance Items

- ix. Reporting should be consistent with agreed timelines for the annual report/audit, the annual budget and the annual financial report (AFR).
- x. Quarterly financial statement submissions should be received by the ASD within the agreed timeframe.
- xi. Revenue reimbursement reports for non-BEP funds should be submitted at least quarterly and no more frequently than monthly.
- xii. Operator's Board of Director/Trustees must sign and submit a signed conflict of interest form annually.
- xiii. Operator's board should be able to provide documented minutes and agendas from finance committee and full board meetings throughout the fiscal year, upon request.
- xiv. The annual audit will be presented, reviewed and approved at a regular board meeting.

3.3 Student Population and Enrollment

The Operator may serve only students geographically zoned to attend ASD schools. As a public school in the state of Tennessee, the Operator shall serve all students zoned for its school, up to its enrollment capacity. If applications exceed the capacity of the charter school, the Operator shall conduct a lottery, giving first priority to students geographically zoned to attend **Brick Church College Prep**. If space exists after enrollment of those students, students zoned to attend other ASD-eligible schools in **Nashville** may enroll or be included in any enrollment lottery.

Students enrolled at the charter school may transfer to any other ASD schools pursuant to ASD intra-district policies, and to other LEA schools pursuant to LEA inter-district transfer policies.

3.4 Facility

The charter school shall be located at **2835 Brick Church Pike Nashville, TN 37207**. The Operator may use the school building and all facilities and property otherwise part of the school and recognized as part of the facilities or assets of the school prior to its placement in the ASD and shall have access to such additional facilities as are typically available to the school, its students, faculty and staff prior to its

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placement in the ASD. Such use shall be governed by the terms of the Operating Agreement with **Metro Nashville Public Schools** that owns the facility (**Exhibit 2**) and the building co-location plan to which the Operator and LEA's school leader have agreed (**Exhibit 3**), as applicable. The Operator shall maintain insurance that meets the requirements in the Operating Agreement and provide to **Metro Nashville Public Schools** prior to occupancy, a copy of its certificate of insurance, naming **Metro Nashville Public Schools** as an additional insured.

To the extent there is a conflict between the terms of the Operating Agreement and the co-location plan, the terms of the Operating Agreement shall govern.

3.5 Transportation

Subject to the terms of the Operating Agreement, transportation shall be provided by Operator pursuant to T.C.A. § 49-13-114, free of charge to and from school on regularly scheduled school days for all students:

- a. residing outside of the LEA's defined Parent Responsibility Zone;
- b. required to cross hazard zones between home and school; and/or
- c. with transportation requirements included in their Individualized Education Programs (IEPs).

3.6 Assessment

- a. The Operator shall have the autonomy to devise its own student assessment programs, beyond the following requirements:
 - i. Administer all TDE-required student assessments, including but not limited to TCAP, End of Course Assessments, Writing Assessments, ACT, Explore and ELL Assessments for the required grades and testing windows.
 - ii. Administer the ASD-required student assessment, NWEA Measure of Academic Progress (MAP) three times per year in grades K-10 in the required testing windows.
- b. The Operator shall comply with all TDOE- and ASD- required assessment administration and reporting requirements.

3.7 Compliance with Applicable Laws, Regulations and State, Federal and ASD Policies, Reporting Requirements and Grant Commitments

By signing this agreement, the Operator warrants that it has specific knowledge of:

- a. its statutory obligations and that it will comply with all federal, state and local laws applicable to the provision of public education within a charter school in the ASD. Further assurances are provided in the Application. The Operator acknowledges the regulatory and/or statutory requirements listed in T.C.A. § 49-13-105(b), which cannot be waived and understands that the provisions of

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the Tennessee Public Charter School Act, T.C.A. § 49-13-101 et seq. also may not be waived by the commissioner.

- b. its state and federal grant obligations and that it will comply with all grant assurances to which the Operator has agreed, including but not limited to the following grants: School Improvement Grant (SIG), Title I and Title II, IDEA and the US Department of Education Investing in Innovation grant .
- c. State, Federal and ASD compliance reporting requirements, as reflected in **(Exhibit 4)**.

3.8 School Performance Expectations

- a. Federal and Tennessee Compliance
 - i. The ASD will complete an annual audit and periodic reviews of the Operator's compliance with federal and state laws and regulations, including but not limited to: operational and student and staff safety, employment and service requirements. The compliance checklist will be provided in advance of any reviews.
 - ii. Non-compliance with any state or federal laws will trigger review and may result in immediate closure.
- b. Tennessee Department of Education (TDOE) Achievement
 - i. The ASD will complete an annual threshold test of all schools to determine their compliance with TDOE academic performance targets as defined in the TDOE's Accountability Framework.
 - ii. Schools must meet TDOE school accountability goals to remain authorized by the ASD.
 - iii. New schools in their first year of operation in the ASD are not held accountable to the TDOE school accountability system.
 - iv. In the event that the Operator's school fails to meet TDOE school accountability goals for two years in a row following the first year of operation, the Operator's authority to operate the school may be revoked.
- d. ASD School Performance Framework
 - i. The ASD School Performance Framework **(Exhibit 5)** establishes school performance indicators with targets that are equal to or exceed state or LEA performance targets.
 - ii. The ASD will publicly report annually schools' performance according to the ASD School Performance Framework on School Report Cards and Portfolio Report Cards. Operators shall make available data required to report achievement and progress, according to the ASD School Performance Framework.
- e. ASD School Performance Composite Score

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- i. The ASD School Performance Framework includes a subset of metrics that combine to create a Composite Score (**Exhibit 5**) to determine if schools are on track to dramatically improve outcomes for students.
- ii. The Operator's individual performance targets within the Composite Score and broader ASD Performance Framework must be reflected, to the degree required, in applicable grant applications, including, but not limited to the Title I and SIG grant applications. If the Operator commits to performance targets in a state or federal grant application that exceed targets reflected in the ASD Performance Framework, the Operator must adhere to its grant obligations.
- iii. The ASD will use the Operator's School Composite Score to determine the closure or rate of replication for the Operator's schools in the ASD (**Exhibit 6**).

3.9 Hold Harmless

Hold Harmless. The Operator agrees to indemnify and hold harmless the State of Tennessee and, subject to the Operating Agreement, the local government entity which owns any building in which the school is located, as well as their officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Operator, its employees, or any person acting for or on its or their behalf relating to this agreement. The Operator further agrees it shall be liable for the reasonable cost of attorneys for the State and the local government entity in the event such service is necessitated to enforce the terms of this agreement or otherwise enforce the obligations of the Operator to the State.

In the event of any such suit or claim, the Operator shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Operator written notice of any such claim or suit, and the Operator shall have full right and obligation to conduct the Operator's own defense thereof. Nothing contained herein shall be deemed to accord to the Operator, 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.

3.10 Monitoring, Inspection and Certification of Records

The ASD shall at all times have authority to enter the charter school to monitor Operator's compliance with applicable law and the terms of this agreement. The Operator shall designate a representative to serve as the point person for ensuring compliance, reporting, and other communications related to the Operator's compliance.

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3.11 Services Provided by the Local Education Agency (LEA)

The parties agree that services provided by the LEA to the Operator shall be based on a schedule developed by the LEA and the Operator, or a schedule developed by the ASD.

4. Incorporation by Reference

Each of the following documents is included as a part of this agreement by reference. In the event of a discrepancy or ambiguity regarding the Operator's responsibilities and performance under this agreement, these items shall govern in order of precedence below:

- A. Application in response to Request for Qualification
- B. Memorandum of Understanding between the ASD, Operator and/or LEA.

5. Effective Date

This agreement shall not be binding upon the parties until it has been signed first by the Operator and then by the ASD. When it has been so signed and filed, this agreement shall be deemed effective as of June 1, 2012.



Chris Barbic
Superintendent, Achievement School District

Chris Reynolds
President & COO, LEAD Public Schools

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Exhibit 1 – Operator Application in response to Request for Qualification

Exhibit 2 – ASD-LEA Operating Agreement

Exhibit 3 – Operator-LEA Co-location Plan

Exhibit 4 – ASD List of State and Federal Compliance Reports

Exhibit 5 – ASD School Performance Framework and School Composite Performance Score

Exhibit 6 – ASD School Replication Framework

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Exhibit 4 – ASD List of State and Federal Charter Compliance Reports¹⁰

Updated May 24, 2012

TN Charter Schools State Reporting Requirements to the ASD

Report	Code	Components of Report	SDE Contact	Report Due	Recipient from LEA	Add'l Info.
Verification/Certification of enrollment lottery compliance	T.C.A. 49-13-113; Rule 0520-14-01-.04		<u>Rich Haglund</u>	Pre or post-lottery	Department	N/A if applicants do not exceed capacity
Waiver requests (to chartering authority or commissioner)	T.C.A. 49-13-105; Rule 0520-14-02	Discretionary	<u>Rich Haglund</u>	At least 60 days prior to implementation	Chartering authority or commissioner	<u>SDE Policy for Waiver Requests to Commissioner</u>
Teacher evaluation system selection	T.C.A. 49-1-302; 49-5-108; Rule 0520-02-04		<u>Aneesh Sohoni</u>	Prior to start of school year	Department	
Teacher evaluation data	T.C.A. 49-1-302; 49-5-108; Rule 0520-02-04		<u>Aneesh Sohoni</u>	TBD	Department	
Teacher licensure advancement forms	T.C.A. 49-13-111(i)	Completed form provided by department	<u>Regional SDE Field Service Centers</u>	Ongoing	Regional SDE Field Service Centers	<u>Teacher Licensing website</u>
Annual progress report	T.C.A. 49-13-120	Varies by chartering authority; but statute requires	<u>Rich Haglund</u>	Varies by chartering authority	Sponsor, chartering authority and commissioner	Audit may satisfy annual financial report requirements. The annual progress and

¹⁰ Note: a complete list of all mandatory data reporting for all ASD schools will be provided to operators and school leaders prior to the start of each school year.

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Report	Basils	Components of Report	SDE Contact	Reports Due	Recipient from LEA	Add'l Info.
		report on the progress toward achieving goals in the charter;				financial reports are to be provided to the chartering authority and the commissioner.
Annual financial report	T.C.A. 49-13-112(e) and 120	Revenues and expenditures (including sources of all funds received)	<u>Rich Haglund</u>	Varies by chartering authority	Sponsor, chartering authority and commissioner	
Annual Audit (may meet AFR requirement, too)	T.C.A. 49-13-111(m) and 127	GAAP and GASB compliant audit	<u>Comptroller of the Treasury</u>	"As soon as practicable after June 30."	Comptroller, commissioner and chartering authority	
Surety bonds for those authorized to access or expend funds	T.C.A. 49-13-112(n)	The dept. and comptroller are working on this, since the existing forms don't fit charter schools.	<u>Comptroller of the Treasury</u>	Ongoing		The dept. and comptroller are working on this, since the existing forms don't fit charter schools.

This list does not include compliance reports that flow through the LEA, such as student attendance, special education info and other student demographic reports.

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Exhibit 5 – ASD School Performance Framework and Composite Performance Score

Overview of the ASD Performance Framework

The Achievement School District (ASD) uses the Performance Framework to determine the success of a school based on a common set of key performance indicators (KPI) that meet ASD and Tennessee accountability requirements. A majority of key indicators are consolidated to produce a single composite score that demonstrates the overall performance of a school. The framework also includes several other indicators that are bellwethers of school performance; that provide an early warning system of academic, operational or financial challenges at a school, as well as provide key data points that are important to parents. The Performance Framework will be applied to Achievement Schools managed directly by the ASD, ASD transformation partners and ASD authorized charter operators.

This guide will provide detailed information about the definition of each data component of the Performance Framework as well as the decision rules of each KPI and whether a school is on track to move the bottom 5% of schools in Tennessee to the top 25% in its first five years.

It is noted that this initial framework will be amended periodically and this document will be updated to reflect any changes. The latest version of the framework will be available at www.achievementschooldistrict.org/performanceframework.

ASD Performance Framework

The ASD performance framework includes three main components: threshold criteria, composite score and cultural indicators. The threshold criteria and composite score will be used to determine the ASD's School Action decisions about school closure, renewal and replication, in accordance with the Operator's Charter Agreement, as applicable. The cultural indicators will be tracked and publicly reported on school report cards, but will not be used to make ASD School Action Decisions. Operators will be offered at least two weeks to review and appeal performance results before they are publicly reported on school report cards.

Threshold Criteria: Threshold criteria are primarily financial and operational minimum levels of performance expected of each school and program. These criteria will be evaluated twice annually (typically August and January). Authorized entities that do not surpass every threshold may be subject to a review at the discretion of the ASD. Schools or Operators that violate several criteria or who are not able to bring the school back in line within a reasonable period of time will be eligible for a revocation of their charter, cancellation of their contract or discontinuation of the Operator's management of a specified school or schools, as applicable. The ASD is held to the same expectation as charter and transformation partner Operators to meet the identified threshold criteria for the management of Achievement Schools.

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Composite Performance Score (CPS): The Composite Performance Score (CPS) is made of several performance criteria that are central to the mission of the Achievement School District in moving the bottom 5% of schools straight to the top 25% within five years. The CPS is included in the Threshold Criteria with a minimum standard for continuity as an Operator of an ASD school(s) and as a separate determinant of replication decisions (see ASD School Replication Framework, which will be posted at www.achievementschooldistrict.org/Replication). The components are weighted heavily in favor of growth in year over year student achievement. Criteria also include key performance indicators that are generally accepted as important bellwethers of future student and school success, including 3rd grade reading levels, 8th grade math levels, integrated community supports, equity of access for students in the community and student persistence in re-enrolling year over year.

Cultural Indicators: These indicators focus on safety and attendance and are generally referred to as measures of school culture. These are guides for future school performance but are also important criteria for parents when making school choice decisions. They are not included in the ASD's School Action decision-making.

THRESHOLD CRITERIA

Threshold criteria will be evaluated twice per year with reviews planned every January and August for the previous period. Each criterion is expected to be met fully as part of the obligations of the operator to be authorized by the ASD. If an operator does not fully meet all threshold criteria, they may be subject to a review by the ASD. Minor infractions not corrected in a timely manner and major issues may result in a school contract being terminated.

Threshold criteria for school operators:

1. Receive "clean" annual financial audit

Each year, every school or organization managing an ASD program is expected to receive a financial audit that does not contain any material weaknesses or qualified opinions.

Meets Threshold: Annual financial audit is "clean" without any material weaknesses or qualified opinions

Potential Review: Annual financial audit includes material weaknesses, particularly in area of financial controls

Automatic Review: Annual financial audit includes a qualified opinion of any type

2. Maintain positive operating income

Each year, every school or organization managing an ASD program is expected to maintain a positive balance for operating income.

Meets Threshold: Annual financial audit indicates school has positive annual operating income.

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Potential Review: N/A

Automatic Review: Annual financial audit indicates school has negative annual operating income

3. Meeting enrollment projections in the school contract

Each year schools and programs are expected to meet or surpass enrollment figures included in their contract.

Meets Threshold: School maintains 95% or more of projected enrollment

Potential Review: Enrollment is between 85-94.9% of projected enrollment

Automatic Review: Enrollment falls below 85% of projected enrollment

4. Maintain adequate amounts of working capital to ensure financial viability. Measured by Current Ratio

The current ratio is a financial measure that indicates whether a school or program is able to pay short term debt and payables such as payroll. The ratio is calculated by dividing current assets (cash or receivables) by current liabilities (debt and payables). The higher the ratio the easier it is for the school to pay its obligations. Ratios above 1.1 are considered strong. Schools with a ratio under 1.0 are generally determined to be unable to pay off its obligations at any given time.

Meets Threshold: Ratio higher than 1.1

Potential Review: Ratio between 1.0 to 1.1

Automatic Review: Ratio less than 1.0

5. Maintain appropriate levels of debt. Measured by Debt Service Coverage Ratio

The Debt Service Coverage Ratio is another measure of financial health generally defined as the amount of cash flow available to pay principal and interest on debt. For the purposes of the ASD it will be calculated by dividing net operating income by total debt service. Target ratios for debt service are the same as the current ratio with a ratio about 1.1 being positive with below 1.0 being an area of concern.

Meets Threshold: Ratio higher than 1.1

Potential Review: Ratio between 1.0 to 1.1

Automatic Review: Ratio less than 1.0

6. Maintain adequate levels of unrestricted cash on hand

Operators are expected to maintain adequate level of cash to pay short term obligations. The ASD will expect each school and program to maintain, or have access to, enough unrestricted cash to fund no less than 60 days of operations.

Meets Threshold: More than 60 days in unrestricted cash

Potential Review: 30-30 days in unrestricted cash

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Automatic Review: Less than 30 days in unrestricted cash

7. Meet all obligations with regards to debt payments, loan covenants and payroll

Operators are expected pay all debt payments and ongoing payables, such as payroll, on time and all operators are expected to be in compliance with all loan covenants for which the operator has an obligation.

Meets Threshold: Meeting all obligations related to debt payments, loan covenants and payroll

Potential Review: N/A

Automatic Review: Default on loan covenants or delinquent on debt service payments or payroll

8. Achieve an adequate composite score to ensure school is on track to meet student achievement growth and performance expectations.

In addition to financial and operational criteria, program and school operators are also expected to meet annual targets related to the academic, safety and cultural performance of the school. Explained more thoroughly in the next section, operators need to maintain high levels of student performance and culture to remain a part of the ASD. The mechanism for identifying adequate progress is called the Composite Score. The score, which is measured on an eighteen or nineteen point scale, depending on grades served, typically consists of nine components that are weighted and summed annually.

Meets Threshold: Score an annual composite score greater than 12

Potential Review: Score an annual composite score of 8 - 11.75

Automatic Review: Score on annual composite score less than 8

COMPOSITE SCORE CRITERIA

The composite score is the single most important indicator of school performance within the framework. It incorporates growth and absolute student performance with several other indicators that exemplify the commitment of the ASD to create a system of great schools that serve students from their local communities. The composite score consists of 8-9 essential measures of performance that are summed based on an eighteen (18) or nineteen (19) point scale, as applicable to the schools' grade configuration. Key groups of components include growth in student performance, absolute student performance, achievement gap closure, community impact, equity and student retention. A summary of the components and weights included in the composite score are presented on page 21 for schools serving grades K-8 and page 22 for schools serving grades 9-12. A definition of each component follows the summary charts.

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PK-8 Composite Performance Score (CPS) Calculation¹¹

Components of Composite Score	Measure Description	R	Y	Score	%	
Growth Measure						
School Success Measure (Growth per year)	Red: >1 σ below state mean Yellow: state mean to 1 σ below, Green: state mean to 1 σ above, Blue: More than 1 σ above state mean	1	2	3	4	21%
MAP (RIT growth in years)	Red: <1 year growth, Yellow: 1-1.49, Green: 1.5-1.74, Blue: >1.75	.5	1	1.5	2	11%
Absolute Achievement						
School Success Measure (%ile of all K-8 schools in TN)	Red: <25%, Yellow: 25-49.9%, Green: 50-74.9%, Blue: 75%+	1	2	3	4	21%
% of students proficient or advanced in 3rd Grade Reading (TCAP)	Red: <60%, Yellow: 60-74.9%, Green: 75-89.9%, Blue: 90%+	.25	.5	.75	1	5%
% of students passing Algebra EOC exam by end of 8th grade	Red: <60%, Yellow: 60-74.9%, Green: 75-89.9%, Blue: 90%+	.25	.5	.75	1	5%
Achievement Gap Closure In-school gap closure (includes special ed, ELL)	Red: Miss any gap closure target of 6.3% per year, Yellow: N/A, Green: 6.3-9.9% gap closure within all applicable subgroups, Blue: 10%+ with each subgroup	.25	NA	.75	1	5%
Community Impact Measure	TBD	.5	1	1.5	2	11%
Equity (FRL, SPED only) (Pegged to feeder pattern, by sub-group)	Red: >1 σ below feeder pattern mean . Yellow: Mean to 1 σ below, Green: Mean to 1 σ above, Blue: More than 1 σ above mean	.5	1	1.5	2	11%
Student Persistence (Pegged to three year rolling average of feeder pattern)	Red: >1 σ below feeder pattern mean. Yellow: Mean to 1 σ below, Green: Mean to 1 σ above, Blue: More than 1 σ above mean	.5	1	1.5	2	11%
TOTAL					19	100%

¹¹ During first two years of operation, scores for 3rd grade reading and 8th grade math will be calculated by comparing proficiency rates of a school to all schools statewide. See note on page 23 for details.



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High School (Grades 9-12) Composite Performance Score (CPS) Calculation

Components of Composite Score	Measure Description	R	Y	Score	%	
Growth Measure						
School Success Measure (Growth per year)	Red: >1 σ below state mean Yellow: state mean to 1 σ below, Green: state mean to 1 σ above, Blue: More than 1 σ above state mean	1	2	3	4	21%
MAP (RIT growth in years)	Red: <1 year growth, Yellow: 1-1.49, Green: 1.5-1.74, Blue: >1.75	.5	1	1.5	2	11%
Absolute Achievement						
School Success Measure (% of all high schools in TN)	Red: <25%, Yellow: 25-49.9%, Green: 50-74.9%, Blue: 75%+	1	2	3	4	21%
ACT Composite	Red: <17, Yellow: 17-18.9, Green: 19-20.9, Blue: 21+	.5	1	1.5	2	11%
Achievement Gap Closure (In-school gap closure (includes special ed, ELL))	Red: Miss any gap closure target of 6.3% per year, Yellow: N/A, Green: 6.3-9.9% gap closure within each applicable subgroup, Blue: 10%+ with each subgroup	.25	.5	.75	1	5%
Community Impact Measure	TBD	.5	1.0	1.5	2	11%
Equity (FRL, SPED only) (Pegged to city average, by sub-group)	Red: >1 σ below feeder pattern mean, Yellow: Mean to 1 σ below, Green: Mean to 1 σ above, Blue: More than 1 σ above mean	.5	1	1.5	2	11%
Student Persistence (Pegged to three year rolling average of feeder pattern)	Red: >1 σ below feeder pattern mean, Yellow: Mean to 1 σ below, Green: Mean to 1 σ above, Blue: More than 1 σ above mean	.5	1	1.5	2	11%
	TOTAL					100%
				19		

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GROWTH

1. Growth on the TN School Success Rate (Applies to Grades 3-11) (Weight 21% K-8 & 22% HS)¹²

As part of the state of Tennessee federal First to the Top grant, every school in the state is now expected to participate in a common accountability system¹³. The first of two overriding objectives of the system is academic growth for all students, every year. To measure growth and absolute achievement consistently across the state, a common proficiency measure called the Success Rate (see insert) was developed to compare the collective performance of students in a school to similar schools as well as all other schools in the state. The components of the success rate include the results of several key state assessments and growth will be measured by cohort performance year over year. All schools statewide will be ranked and points will be given depending on how a given school performs in comparison to schools statewide. All ASD schools are expected to exceed the mean growth of all schools statewide every year.

The success rate is a composite proficiency rate for ALL students in a school. The data inputs for the calculation of the success rate include 3 years* of data for all of the following indicators for each school where applicable based on the assessments administered by the school.

- 3-8 Math
- 3-8 Reading/Language Arts
- 3-8 Science
- Algebra I
- English I
- English II
- Biology I
- Graduation Rate

The success rate equals:

$$\frac{\# \text{ Proficient/Advanced Students in Math + Reading/Language Arts + Science + Algebra I + English I + English II + Biology + \# HS Graduates}}{\# \text{ Tested Students in Math + Reading/Language Arts + Science + Algebra I + English I + English II + Biology + \# Students in HS Graduation Cohort}}$$

Exceeds (blue): Schools will receive the highest rating if growth is one standard deviation¹⁴ or more above the average (or mean) growth in the state in a given year

Meets (green): Schools receive the second highest rating if growth exceeds the statewide mean and up to one standard deviation above the mean growth in the state in a given year

¹² The percentage of a single measure of the total Composite Performance Score varies depending on the weighting and the sum of all weights for all variables for a given school. In some years, (e.g. when a middle school doesn't yet have an 8th grade class or in the first year when the community measure is not calculated) the denominator of the Composite Performance Score will vary for a given school. Therefore, the overall weight by percentage may vary year to year by a few percentage points.

¹³ Current information for TN accountability system available at: <http://www.tn.gov/education/accountability/>

¹⁴ Standard Deviation: The performance of a single variable of all schools (e.g. growth in the success rate) can be used to calculate the mean (average) as well as the variance of each school's performance against the mean. By calculating the variance of each school, the normal expectation of growth above and below the mean can be determined. The boundaries set by what are expected rates of growth above or below the mean is known as the standard deviation. In the case of student growth, schools whose growth is more than one standard deviation above the mean experienced better than normal growth in the course of a year. Whereas, schools that perform more than a standard deviation below the mean, experienced growth that was below what would be considered normal.

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Approaching (yellow): Schools receive the second lowest rating if growth is below the state mean to as low as one standard deviation below the mean

Does Not Meet (red): Schools receive the lowest rating if the school experiences negative growth or if positive growth is lower than one standard deviation below the mean

2. Measures of Academic Progress (MAP) Growth (Applies to Grades K-10) (Weight 11%)

MAP is a series of compute-based assessments developed by the Northwest Evaluation Association (NWEA) and adopted by the ASD for English, math and science (grades 3-10 only) administered in elementary and middle schools. MAP measures how much a student's knowledge increases over the course of a year and provides a national, norm-referenced comparison of learning growth for a cohort of students served by a school in a given year. Since ASD schools are far behind other schools in the state, the ASD expects schools to facilitate at least 1.5 years of learning growth over the course of a year.

Exceeds (blue): Schools will receive the highest rating if student growth exceeds 1.75 years of learning in one year

Meets (green): Schools meet expectations if student growth ranges from 1.5 to 1.74 years of learning in one year

Approaching (yellow): School receive the second lowest rating if student growth is between 1 and 1.49 years of learning in one year

Does Not Meet (red): School are allocated the lowest score if schools have less than one year of growth in a school year

ABSOLUTE ACHIEVEMENT

3. Absolute Achievement for School Success Measure (Applies to Grades 3-11) (Weight 21%)

The School Success Measure is also used as a common success measure of the absolute achievement of all schools statewide. The components of the success rate include the results of the same formula used to measure growth year over year but the absolute performance measure will force rank school performance statewide and compare all schools against each other. Points will be allocated according to schools' relative statewide achievement rankings with progressively higher targets over the years. All ASD schools are expected to perform above the statewide mean performance within three years and in the top quartile by the fifth year.

Exceeds (blue): School performs in top 25%¹⁵ of all schools in the state of Tennessee, meeting or exceeding the ASD's five year target.

Meets (green): School has above average performance for all schools in Tennessee but has not reached the top quartile.

¹⁵ For the 2010-2011 school year, a school needs a minimum of 44% students rated proficient/advanced on TCAP to be considered in the top 25% of schools in the state of Tennessee.

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Approaching (yellow): School or program performs below the average performance of all schools in Tennessee but higher than a quarter of all schools in Tennessee

Does Not Meet (red): School or program performs in bottom 25% of all schools in the state of Tennessee

4. Proficiency Rates in Third Grade Reading (Applies to all schools serving 3rd grade) (Weight 5%)

A leading indicator that a student is on track for high school graduation and college/career readiness is whether a student can read on grade-level by the end of the 3rd grade. Schools will be measured using two sets of criteria. During the first two years a school is authorized by the ASD, performance will be measured by how students perform relative to all schools in the state of Tennessee. Points and the weighting on the composite scorecard will remain the same. Beginning in year three the measure will change to the absolute percentage of 3rd grade students who are proficient or advanced on the year-end Reading Language Arts TCAP assessment.

Years 1 and 2

Exceeds (blue): School or program performs in top quartile of all schools in the state of Tennessee

Meets (green): School or program performs in second highest quartile of all schools in the state of Tennessee

Approaching (yellow): School or program performs in second lowest quartile of all schools in the state of Tennessee

Does Not Meet (red): School or program performs in bottom quartile of all schools in the state of Tennessee

Year 3 and beyond

Exceeds (blue): 90% or more of students are proficient or advanced on third grade reading test.

Meets (green): 75-89.9% of students are proficient or advanced on third grade reading test.

Approaching (yellow): 60-74.9% of students are proficient or advanced on third grade reading test.

Does Not Meet (red): Less than 60% of students are proficient or advanced on third grade reading test.

5. Percentage of students passing Algebra by end of 8th grade (Applies to all schools serving 8th grade) (Weight 5%)

A leading indicator that a student is on track for high school graduation and college/career readiness is whether a student is proficient in Algebra by the end of eighth grade. Schools will be measured using two sets of criteria. During the first two years a school is authorized by the ASD, performance will be measured by how students perform relative to all schools in the state of Tennessee on the TDE End of Course Algebra exam. Points and the weighting on the composite scorecard will remain the

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same. Beginning in year three the measure will change to the absolute percentage of 8th grade students that are proficient or advanced on the TDE End of Course Algebra exam. Schools will be ranked statewide on an annual basis.

Years 1 and 2

Exceeds (blue): School or program performs in top quartile of all schools in the state of Tennessee

Meets (green): School or program performs in second highest quartile of all schools in the state of Tennessee

Approaching (yellow): School or program performs in second lowest quartile of all schools in the state of Tennessee

Does Not Meet (red): School or program performs in bottom quartile of all schools in the state of Tennessee

Year 3 and beyond

Exceeds (blue): 90% or more of students are proficient or advanced on eighth grade Algebra exam.

Meets (green): 75-89.9% of students are proficient or advanced on eighth grade Algebra exam.

Approaching (yellow): 60-74.9% of students are proficient or advanced on eighth grade Algebra exam.

Does Not Meet (red): Less than 60% of students are proficient or advanced on eighth grade Algebra exam.

6. ACT Composite (Weight 5%, High School Only)

A key component of college acceptance remains the score a student receives on the American College Testing, or ACT, exam. The ACT is a standardized test normally taken by 11th grade students who are interested in attending college. The ASD wants to ensure that all students have the option to pursue higher education at a competitive college. Therefore the ASD has set performance expectations for high schools that align to admissions data of competitive colleges in Tennessee. To meet expectations on the Composite Performance Scorecard students at a given high school must average a composite ACT score of 19, which is the average score of accepted and enrolled students at the University of Memphis and Middle Tennessee State University. For schools to exceed expectations, they must average a 21 on the ACT which will result in some students being competitive for acceptance to the University of Tennessee, Knoxville (average ACT: 24) as well the Vanderbilt University (Average ACT: 31)¹⁶.

Exceeds (blue): Average ACT score for all students is equal to or greater than 21.

¹⁶ <http://www.act.org/>

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Meets (green): Average ACT score for all students is equal to or greater than 19 but less than 21.

Approaching (yellow): Average ACT score for all students is equal to or greater than 17 but less than 19.

Does Not Meet (red): Average ACT score for all students is less than 17.

ACHIEVEMENT GAP

7. In School Achievement Gap Closure (includes Special Ed, applies to all schools) (Weight 5%)

The second key component of the new state of Tennessee accountability framework, that was part of the spring 2012 NCLB waiver application, is the closing of the achievement gap between identified sub-groups (i.e., Black, Latino, SPED, ELL, FRL) and every test taker. Achievement gaps are measured by gaps in student performance on the ELA and Math TCAP assessment between groups of students based on race, language and poverty. The state has set aggressive targets that require schools to close the annual gap by no less than 6.3% (0.063) per year. The ASD has set performance targets to match the state criteria.

Exceeds (blue): School narrows the achievement gap between every identified sub-group and the every test taker group by more than 10% in a year

Meets (green): School narrows the achievement gap between every identified sub-group and the every test taker group by at least 6.3%, but less than 10% in a year. **NOTE:** This metric is consistent with the minimum annual standard in the Tennessee Accountability Framework.

Approaching (yellow): N/A

Does Not Meet (red): School narrows the achievement gap between every identified sub-group and the every test taker group by less than 6.3% in a year

COMMUNITY IMPACT

8. Community Impact Measure (Applies to all schools) (Weight 0% in 2012-13; 11% in 2013-14+)

The community impact measure will be determined by each school in collaboration with the other schools and community partners in their neighborhood (i.e., school feeder pattern) by March 2013. It will be a metric unique to each neighborhood that defines the community's collective improvement priority that will positively impact student achievement. In schools' first year of operation in the ASD, they will collaborate with their communities to define their community impact metric, determine its baseline and create a plan to address the community's priority with annual targets for improvement. Performance will not have any weighting in the school's composite score in year 1. Beginning in year

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2, achievement of the community-defined improvement target will be weighted at 10% of the composite score.

Exceeds (blue): TBD

Meets (green): TBD

Approaching (yellow): TBD

Does Not Meet (red): TBD

STUDENT EQUITY

9. Equity (FRL, SPED) (Applies to all schools) (Weight 11%)

It is important for schools and programs authorized by the ASD to serve all students equitably. As part of the commitment to the communities served by ASD authorized schools and programs we want to ensure that students from our communities have equal opportunity to enroll in the schools of their choice. Therefore, the ASD will track and report whether schools serve proportionate numbers of high needs populations including students who qualify for free and reduced price lunch as well as students with special needs.

Exceeds (blue): Schools will receive the highest rating if percentage of FRL and SPED populations enrolled in a school exceeds city mean by more than one standard deviation

Meets (green): Schools will receive the second highest rating if percentage of FRL and SPED populations exceeds city mean but less than one standard deviation above the mean

Approaching (yellow): Schools will receive the second lowest rating if percentage of FRL and SPED populations is below city mean but more than one standard deviation below the mean

Does Not Meet (red): Schools will receive the lowest rating if percentage of FRL and SPED populations is more than one standard deviation below the mean

STUDENT PERSISTENCE

10. Rate of Student Persistence (Applies to all schools for grade K-11) (Weight 11%)

The ASD is founded on the belief that families should have an array of high-quality, safe schools from which to choose one that best meets the educational needs of their students. An important measure of how well a school is meeting the needs of its students is the percent of students whose families choose to re-enroll them year after year, as family circumstances allow. The ASD expects all of its schools to attract students by providing high quality, educational opportunities. Therefore ASD schools are expected to have less student attrition than other schools in their community.

Exceeds (blue): Schools will receive the highest rating if student reenrollment year over year is more than one standard deviation above the three year rolling average for all schools in the feeder pattern serving comparable grades

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Meets (green): Schools receive the second highest rating if student reenrollment year over year exceeds the feeder pattern's average three-year rolling average but less than one standard deviation above the rolling average

Approaching (yellow): Schools receive the second lowest rating if student reenrollment year over year is less than the feeder pattern's average three year rolling average but more than one standard deviation below the rolling average

Does Not Meet (red): Schools receive the lowest rating if student reenrollment year over year is less than one standard deviation below the feeder pattern's three-year rolling average



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CULTURE AND SAFETY CRITERIA

The ASD has also included several performance criteria in the performance framework that **will not be included** in making school closure or replication decisions. These measures, primarily focused on school culture and safety, are included to inform parents about key data points that are important to them as they make school choice decisions. The ASD, over the next few years, also expects to determine whether positive or negative performance on a given indicator correlates with student achievement. If an indicator is proven to be predictive of student achievement, it may be included in the threshold criteria or the composite score in the future.

Key culture and safety criteria include:

1. **Percentage of students who agree school is safe and has a positive culture (Applies to Grades 3-11)**

Exceeds (blue): 95% or more of students respond that their school has a positive culture

Meets (green): 85-94.9% of students respond that their school has a positive culture

Approaching (yellow): 75-84.9% of students respond that their school has a positive culture

Does Not Meet (red): less than 75% of students respond that their school has a positive culture

2. **Percentage of students suspended or expelled for serious incidents**

Note: this measure will be benchmarked and the targets may be adjusted in fall 2012.

Exceeds (blue): less than 3% of students are suspended or expelled in a given year

Meets (green): 3-4.9% of students are suspended or expelled in a given year

Approaching (yellow): 5-7.4% of students are suspended or expelled in a given year

Does Not Meet (red): 7.5% or more of students are suspended or expelled in a given year

3. **Attendance**

Exceeds (blue): Average daily attendance exceeds 96%

Meets (green): Average daily attendance between 93 and 95.9%

Approaching (yellow): Average daily attendance between 90 and 92.9%

Does Not Meet (red): Average daily attendance less than 90%

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FREQUENTLY ASKED QUESTIONS

What if a school does not serve students necessary for a component of the Performance Framework to be calculated (e.g. Algebra in 8th Grade for a charter that services only grades 6-7)? How will the Composite score be calculated?

If an indicator is not applicable to the school, the component will be removed from the calculation of the composite score. In the example of a K-8 school that serves K-6 only in a particular year, the potential 5% for passing 8th grade Algebra will be marked as not applicable (N/A) and the composite score will be determined by including only pertinent indicators in the denominator.

There is an exception for elementary schools that do not yet serve a third grade class or have not yet added all of their grades. For schools not yet serving 3rd grade the TCAP will not be administered, therefore the weights will shift (see chart) increasing the weight for MAP growth and achievement to 65. In subsequent years the weight of the MAP indicator will drop to 30% when the 3rd grade class is included in the calculation, then drop to 20% with the inclusion of a 4th grade class and finally 10% when the school adds 5th grade.

What about schools only serving kindergarten in its first year?

Schools only serving kindergarten will not receive a score.

Will all measures be evaluated every year in every school?

No. The ASD wants schools to serve students and grades and grow in ways that are appropriate for their models and the communities they serve. Therefore, some measures will not be the same for all schools in the same year of operation if their grade configurations are different. Each year, a description of measures that are included in each grade will be published. The intention of the performance framework is to provide data that tracks trends for growing schools, while providing common comparative data for schools that are serving similar grades.

What if a school adds multiple grades in successive years? For example, a middle school that operates 6th grade only in year one, but adds 7th and 8th grade in year 2?

Criteria will be evaluated based on the performance measures that are appropriate. In the example cited, in year 2 the 7th grade would be used to measure growth for all appropriate indicators, while all students enrolled in the school would be measured for all other criteria.

What subjects will be included in the MAP assessment growth measure?

In K-2 only ELA and Math will be measured for growth in MAP. Beginning in 3rd grade until 10th grade, ELA and Math will be measured in addition to science.

How will the ASD measure in-school achievement gap closure?

The ASD will use the same measure that is used by the state of Tennessee as part of its First to the Top federal grant application. As of the date of publication the sub-groups and comparison groups are measured in the following areas: grades 3-8 math, 3-8 reading and language arts, Algebra I and English II. Subgroups and comparison groups will include Racial/ethnic composite, economically disadvantaged vs. Non-

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economically disadvantaged, English learners vs. Non-English learners and students with disabilities vs. students without disabilities. Individual subgroups will include: African American; Asian; Hawaiian Pacific Islander; Hispanic; Native American; White; economically disadvantaged; English learners; and students with disabilities.

How will student persistence be measured?

The student persistence figure, based on re-enrollment rates, will be measured by school and compared to three year rolling re-enrollment rates of other schools in its feeder pattern, region within the city and state wide. Eventually when the ASD has authorized a minimum of 20 schools (likely during the 2014-2015 school year), the denominator of the calculation will change to the student persistence data for ASD schools as it is expected to be a higher threshold for operators.

What if a student leaves a school mid-year, but re-enrolls. How are they counted in the school persistence measure?

Students that re-enroll in a school within 45 calendar days of the date of disenrollment will be included in the persistence rate.

If the success rate includes three years of data, how will a new school be evaluated after the second year of operation?

School data will be based on student performance from the first two years of operation from the school as well as the student data from the year before an operator began operations. This first year, known as the baseline year, will be based on data provided for students from the state of Tennessee or the home district.

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Exhibit 6 –ASD School Replication Framework

The Achievement School District (ASD) is committed to supporting the growth of high quality school operators, whether they manage a single school or several campuses. However, the sole purpose of the ASD is to move schools from the bottom 5% to the top 25% statewide within five years by authorizing successful, external school operators and by directly managing Achievement Schools. Therefore, the pace of growth of operators will be largely dependent on the academic success of its existing campuses as well as its capacity to maintain quality while expanding.

Initially, operators will be allowed to present growth plans over several years. However, school replication approval in future years will be dependent on existing school performance against the Threshold Criteria and Composite Performance Score in the ASD School Performance Framework. Operators who plan to grow quickly will be expected to demonstrate that each approved campus is on track to be in the top 25% statewide within five years. Schools that receive high Composite Performance Scores, are deemed to be on track to the top 25% and who have received positive reviews during the mandatory site visits in the second, fifth and ninth years of operation of each school will likely be approved for all projected expansion plans. If operators are not on pace to hit these targets, growth may be slowed or halted at the discretion of the ASD.

The composite score will be the single most important measure in determining the rate of replication for a given school operator. Every year, the ASD will review composite scores for each school and make initial determinations about the rate of growth that is appropriate based on performance. Based on the current composite score criteria¹⁷ the ASD has established cut scores that determine eligibility for replication (see table).

Score	Replication Rate	Likelihood of renewal
15-19	Rapid expansion of schools (>1 school per year)	High
12-14.75	Eligible for moderate expansion (~1 school per year)	Moderate
8-11.75	Halt any expansion efforts, provide support to schools	Low
4-7.75	Eligible for intervention and possible revocation	None

¹⁷ It is anticipated that the Composite Performance Score criteria for determining an operator's school replication rate will be updated periodically and reflected at www.achievementschooldistrict.org/schoolreplication.

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For rapid replication, operators should plan to earn an average Composite Performance Score of 15 for all school sites authorized by the ASD. An average composite score of 12-14.75 by an operator is adequate to approach the top 25% in approximately five years, but indicates there may be a need to slow expansion to ensure each campus achieves the ASD goal. Schools that receive composite scores of 8-11.75 are in need of improvement. Expansion for these operators will be halted to give them an opportunity to improve the performance of existing campuses until each are on pace to reach the top 25% statewide. If these schools do not improve, not only will expansion be halted, but those campuses will likely not be renewed during the next renewal cycle. If schools or operators receive a composite score of less than 8, they are not on pace to reach the top 25% within the next several years and therefore will not be eligible for expansion. Additionally, the operators of these schools should expect to have their charter or contract non-renewed at the end of the term and potentially revoked sooner for management of the applicable school(s).

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2-00352-00

CHARTER AGREEMENT

BY AND BETWEEN

THE METROPOLITAN BOARD OF PUBLIC EDUCATION OF NASHVILLE AND DAVIDSON COUNTY

AND

LEAD Prep Southeast, Nonprofit LLC

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This Charter Agreement is entered into this, the 25th day of October 2011, by and between the Metropolitan Board of Public Education for Nashville and Davidson County (the "Chartering Authority") and LEAD Prep Southeast Nonprofit LLC, (the "Sponsor"), a Tennessee nonprofit limited liability company (collectively, the "Parties").

Recitals:

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

WHEREAS, the Act specifies the method for establishing such charter schools and the requirements that must be met by charter schools;

WHEREAS, the Act authorizes the Chartering Authority to grant charters to operate public charter schools within its district;

WHEREAS, the Sponsor submitted an Application, attached hereto as Exhibit 1 and incorporated herein by reference (the "Application"), to the Chartering Authority in accordance with the Act and requested that the Chartering Authority formally grant the Sponsor a charter to allow the Sponsor to operate LEAD Prep Southeast, a public charter school, within the Chartering Authority's local school district;

WHEREAS, the Chartering Authority approved the Sponsor's Application and agreed to formally grant the Sponsor a charter to allow the Sponsor to operate LEAD Prep Southeast, within the Chartering Authority's local school district in accordance with the Act and pursuant to the terms and conditions as set forth in the Sponsor's Application;

WHEREAS the Parties now desire to set forth the terms and conditions of the Charter in writing as required by the Act;

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

1. Grant of Charter

1.1 Grant and Issuance of Charter

Pursuant to the Act, and based on and in reliance upon the information and representations of the Sponsor in the Application, the Chartering Authority hereby grants and issues to Sponsor a charter for the creation, maintenance, and operation of a public charter school known as LEAD Prep Southeast (the "Charter School"). The operation of the Charter School by the Sponsor shall be subject to the terms and conditions of this Charter Agreement and the Act. As required by TCA § 49-13-110, this Charter Agreement includes all components of the Sponsor's Application, which is incorporated herein by reference and attached hereto as Exhibit

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1. In accordance with the terms of the Sponsor's Application, the Sponsor will operate the Charter School, with a Middle School (5th – 8th grades) and High School (9th – 12th grades); with the Charter School adding a new grade each year until the Charter School is operating 5th through 12th grades. Charter school may begin operations and initially enroll students at any time during the term of the charter, but no earlier than July, 2012.

1.2 Type of Charter

The Chartering Authority authorizes the Sponsor to operate the Charter School pursuant to TCA § 49-13-106(a) (1).

1.3 Student Population and Enrollment

Also pursuant to TCA §49-13-106(a)(1), the Chartering Authority authorizes the Sponsor to enroll students in the Charter School. Enrollment in the Charter School shall be open to all students residing within the jurisdiction of the Chartering Authority.

The Sponsor shall enroll students as set forth in TCA § 49-13-113 and according to the deadlines and timetables set forth in policies and administrative rules and regulations of the Chartering Authority, specifically SBO 1.107. The Sponsor shall not discriminate with respect to admissions on the basis of race, creed, color, national origin, religion, ancestry, or the need for special education and related services as set forth in the Application and the Act.

Students must be enrolled according to the numbers and grades included in the Charter Applicant Information Sheet in the Final Amended and Approved Charter Application. Enrolled students must be residents of Davidson County and of eligible ages to attend as set forth in State Board Policy. Increases in total enrollment numbers greater than 5% or 25 students, whichever is less, constitute material changes in this Charter Agreement, and are not permitted unless formal amendment to this Charter Agreement is secured in advance according to the provisions outlined in TCA § 49-13-110(b). Reductions in total enrollment greater than 15% or 50 students must be reported to the Office of Charter and Private Schools and evaluated to determine if they are material, and enrollment changes in successive years or changes that will be for the life of the charter are usually material, requiring Charter amendment.

The Sponsor will make preliminary enrollment projections by grade for the following school year no later than December 15, subsequently adjusted projections for use in setting lottery and waitlist cut lines no later than February 15, and official start of school projections no later than July 15th. The Sponsor will also submit its annual Enrollment Report as required by TCA 49-13-106(a)(3) including the list of students who applied, date of application, all students accepted and priority category of each accepted student, number, names, and priority category of admitted students, number, names, and priority category of enrolled students, number and names remaining on waitlist, number of applications received after the lottery deadline.

Waitlists are constructed annually at the admission lottery, and applications from eligible students, received after the lottery deadline, must be entered at the bottom of the existing waitlist.

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Students enrolled by the Charter School may not be discharged to another District school without the collaboration of appropriate District personnel. However, since charter schools are schools of choice, students may freely withdraw to their school of original residential zone.

2. Roles and Responsibilities

2.1 Of Sponsor

The Sponsor shall ensure that the Charter School is governed and operated as set forth in the Application and in accordance with this Charter Agreement, the Act, and all other applicable laws and regulations. The Sponsor shall be accountable to the Chartering Authority for ensuring the implementation of the terms and conditions of this Charter Agreement.

To the extent that applicable law or this Charter Agreement renders any obligations the responsibility of the Governing Body, the Charter School, or any other third parties, the Sponsor shall ensure that the responsible entity fulfills those obligations. If the Sponsor fails to ensure such obligations are fulfilled, the Sponsor shall be deemed to have committed the act or omission itself for the purposes of determining whether the Chartering Authority may revoke or terminate the Charter or impose sanctions as provided for herein.

The Sponsor will carry out its roles and responsibilities, as detailed in this Charter Agreement, in a professional and responsible manner. The Sponsor will use reasonable, good faith efforts to govern the activities of the Charter School and oversee the Governing Body.

2.2 Of Governing Body

The Governing Body shall ensure that the Charter School's activities are conducted in compliance with this Charter Agreement and all applicable law, including specifically TCA § 49-13-111. The Governing Body shall report and be accountable to the Sponsor for the implementation of this Charter Agreement and the achievement of the performance objectives and goals stated in this Charter Agreement.

The Governing Body has conducted, or will conduct within ninety (90) days of the Effective Date: national, and state and local criminal background on each current member of the Governing Body to the fullest extent permitted under applicable law. Any person who has been convicted of the following acts shall be prohibited from serving on the Governing Body, unless such prohibition is expressly waived by the Chartering Authority in writing: a felony or other criminal offense involving dishonesty, fraud or moral turpitude.

The Governing Body will conduct, at least fourteen (14) days prior to the approval of any new member: national, state and local criminal background checks on the prospective member to the fullest extent permitted under applicable law. Any person who has been convicted of the following shall be prohibited from serving on the Governing Body, unless such prohibition is

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expressly waived by the Chartering Authority in writing: a felony or other criminal offense involving dishonesty, fraud or moral turpitude.

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

The Governing Body shall carry out its roles and responsibilities, as detailed in this Charter Agreement, in a professional and responsible manner. The Governing Body will use reasonable, good faith efforts to manage the activities of the Charter School and oversee the operation of the Charter School and the implementation of this Charter Agreement.

As required by TCA § 49-13-111(n), the Governing Body shall require any member of the governing body, employee, officer, or other authorized person who receives funds, has access to funds, or has authority to make expenditures from funds, to give a surety bond in the form prescribed by TCA 8-19-101. The cost of the surety bond shall be paid by the charter school and shall be in an amount determined by the governing body.

The Governing Body shall be the first avenue for response in case of any complaints or grievances filed against the Charter School or its employees. The Governing Body 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, school employees, the Office of Charter and Private Schools (OCPS) and any other persons who request it. If grievances persist following the actions of the Governing Body, those complaints will be investigated and resolved by the Office of Charter and Private Schools on behalf of the Chartering Authority, and the Governing Body is responsible for informing complaining parties of this avenue for redress should initial action by the Governing Body fail to satisfy. Investigation and sanctions by the Office of Charter and Private Schools is limited to alleged violations of laws or this Charter Agreement.

2.3 Of Charter School

Under the governance of the Sponsor and the management oversight of the Governing Body, the Charter School shall ensure that 1) the school employs and/or contracts with necessary personnel; 2) the organizational structure of the school after such hiring is consistent with the organizational structure in the Charter Application (Exhibit 1); 3) the school shall notify the Office of Charter and Private Schools (OCPS) in writing within 5 days of hiring, firing, resignation or other removal of the school leader; and 4) the faculty, staff and administration successfully implement the terms of this Charter Agreement.

The Charter School shall carry out its roles and responsibilities, as detailed in this Charter Agreement, in a professional and responsible manner. The Charter School will use reasonable, good faith efforts to educate children and demonstrate progress in achieving the goals and objectives outlined in this Charter Agreement.

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2.4 Of Chartering Authority

The Chartering Authority shall allocate and pay one hundred percent (100%) of state and local funds to the Sponsor on a per pupil expenditure as provided in TCA § 49-13-112 and as calculated by the formula provided by the Tennessee State Department of Education. The Chartering Authority shall allocate and pay one ninth of the funds based on prior year ADM on August 15th each school year; provided, however, that during the first eight years of operations the Chartering Authority shall allocate and pay one ninth of the funds based on the sum of the prior year ADM and an agreed student count by Chartering Authority and Sponsor for the new grade of students which the Charter School will be adding that year. The remaining eight payments to the Sponsor will be allocated and paid after each attendance-reporting intervals 2 through 9. Each payment will be reconciled to the reported ADM for the period from the Chartering Authority records before being released. The final (ninth) payment will not be released until the year's ADMs have been reconciled. If the Sponsor elects to provide transportation for Charter School students, the Chartering Authority shall provide to the Charter School the funds that would otherwise have been spent to provide transportation as provided in TCA § 49-13-114.

The Charter School shall include in its annual reports the transportation plans that are in effect, and shall communicate information regarding transportation to parents or guardians at the time a pupil enrolls.

The Chartering Authority will hold the Sponsor accountable for the performance of the Charter School through (i) the review of reports filed by the Sponsor and/or Governing Body and publication of accountability information and (ii) the Charter Agreement renewal process.

The Chartering Authority shall carry out its roles and responsibilities, as detailed in this Charter Agreement and the Act, in a professional and responsible manner. The Chartering Authority will use reasonable, good faith efforts to oversee the activities of the Sponsor and the performance of the Charter School.

3. General Terms and Conditions of the Charter Agreement

3.1 Definitions

The following are definitions of terms used in this Charter Agreement as defined in state law (TCA 49-13-104).

Chartering Authority – the local board of education which approves, renews or decides to revoke a public charter school application or agreement.

Governing Body – the organized group of persons who will operate the public charter school by deciding matters including, but not limited to, budgeting, curriculum and other operating procedures for the public charter school and by overseeing management and administration of a public charter school. The membership of a charter school's governing board shall include at least one (1) parent representative whose child is enrolled in the charter school. Such parent representative shall be appointed by the governing body within six (6) months of the school's opening date.

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Local Education Agency (LEA) – any county, city or special school district, unified school district, school district of any metropolitan form of government or any other school system established by law (TCA 49-3-302). For purposes of this agreement, the LEA is defined as Metropolitan Nashville Public Schools (MNPS).

Sponsor – any individual, group or other organization filing an application in support of the establishment of a public charter school, provided, however, that a sponsor cannot be a for-profit entity, a private elementary or secondary school, a post-secondary institution not accredited by the Southern Association of Colleges and Schools, a religious or church school, or promote the agenda of any religious denomination or religiously affiliated entity. (Acts 2002, chap. 850, §4; 2005, chap. 414 §1; 2008, chap. 1101, § 1).

Public Charter School - a public school in the state of Tennessee that is established and operating under the terms of a charter agreement.

Capitalized terms used herein not otherwise defined herein shall have the meaning set forth in the Act. Whenever the term “Chartering Authority” is used herein, such term shall mean the Metropolitan Board of Public Education for Nashville and Davidson County and the Director of Schools of the Metropolitan Nashville Public Schools (“MNPS”) as an agent to carry out and implement the policies of the Chartering Authority. The terms “charter,” “Charter Agreement,” “Agreement” and “Charter School Agreement” are used interchangeably herein and have the meaning set forth in the Act for “Charter agreement.”

All defined terms used in this Charter Agreement shall be deemed to refer to the masculine, feminine, neuter, singular and/or plural, in each instance as the context and/or particular facts may require. Use of the terms “hereunder,” “herein,” “hereby,” and similar terms refer to this Charter Agreement.

3.2 Recitals

The recitals to this Charter Agreement are incorporated herein by reference and made a part hereof.

3.3 The Application

The Application, as attached hereto as Exhibit 1, sets forth the overall goals, standards, and general operational policies relating to the Charter School; the Application is not a complete statement of each detail of the operation of the Charter School. To the extent that the Sponsor, Governing Body or Charter School desires to implement specific policies, procedures, or other specific terms of operation that supplement those set forth in the Application, they shall be permitted to implement such policies, procedures, and specific terms of operation, provided that such policies, procedures, and terms of operation (i) are not otherwise prohibited or circumscribed by applicable law or this Charter Agreement, and (ii) are not materially different from those set forth in the Application.

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

Neither this Charter Agreement nor the Application may be amended without prior written approval of the Chartering Authority, except that, pursuant to TCA § 49-13-112(a), the Governing Body may revise the budget submitted in this Charter Agreement, subject to the requirements of state and federal law. If the Sponsor seeks to amend this Charter Agreement or the Application, it shall petition the Chartering Authority as set forth in TCA § 49-13-110(b).

All Material changes from the finally amended and approved Charter Application (Exhibit 1), must be reported to the Office of Charter and Private Schools for review prior to implementation. The Office (OCPS) will assess the changes to determine whether they constitute material changes that must be approved through the Charter Amendment process as set forth in TCA § 49-13-110(b). Material changes made unilaterally may result in the Governing Body's being found in violation of the Charter, assigned a corrective action plan, placed on probation, and/or required to reverse the change.

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

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

3.4 Relationships Not-for-Profit, Nonsectarian, Non-Religious, and Non-Cyber Based

The Sponsor shall ensure that the Charter School is nonsectarian and non-religious in its curriculum, programs, admission policies, employment practices, governance, and all other operations. The Sponsor shall comply with the requirements of the United States and Tennessee Constitutions, including those provided by the establishment clause of the First Amendment of the United States Constitution. The Sponsor shall not use any of the funds to operate the Charter

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School for the benefit of any religious or theological institution. The Charter School shall not be cyber-based.

3.5 Compliance with Applicable Laws and Regulations

By signing this Charter Agreement, the Sponsor warrants that it has made a detailed review of the Act, and that it has specific knowledge of its rights and responsibilities under the Act. Further, Sponsor shall comply with all federal, state and local laws applicable to the provision of public education.

3.6 Monitoring, Inspection and Certification of Records

The Chartering Authority may designate a representative or representatives to enter the premises of the Charter School at reasonable times with reasonable notice, to monitor whether the Charter School is operating in compliance with applicable law and the terms and conditions of this Charter Agreement, and to evaluate whether the Sponsor is satisfying state standards of accountability. During such monitoring visits, any representative(s) of the Chartering Authority shall not unreasonably interfere in the operation of the Charter School.

The Charter School shall designate a representative to serve as the point person for ensuring compliance, reporting, and other communications related to the School's compliance with local, state, and federal laws and policies in keeping with oversight responsibilities of the Office of Charter and Private Schools.

Sponsor shall ensure that the following information is maintained at the Charter School and make such information available to the Chartering Authority or its representative upon request no later than the fourth (4th) business day following such request: (1) the Sponsor's Articles of Organization; (2) the Sponsor's Operating Agreement; (3) the enrollment and admissions process for the Charter School; (4) a list of all formerly and currently enrolled students and, for each student, the following information: full legal name, student identification number (for purposes of state testing), birth date, address, local school zone in which the student resides, names and address of legal guardians; required documentation relevant to the student's special needs status (if applicable); results on assessments required by applicable law and the Application, and documentation of a student's suspension or expulsion (if applicable); (5) list of all former and current staff members and teachers who work at the Charter School and, for each one, the following information: name, social security number, birth date, address, compensation, certification and evidence of highly qualified status; (6) evidence of insurance; (7) leases; (8) documentation of loans and other debt of the Sponsor related to the Charter School; (9) detailed accounting of school expenditures and sources of income received that are current through the preceding month, within thirty (30) days after the last day of such month; and (10) copies of all required certifications, and health and safety-related permits for occupancy of the physical plant for the purposes of the Charter School. Such information shall be used by the Chartering Authority to evaluate whether the Charter School is meeting its goals under this Agreement, the Application and the Act. The Sponsor shall ensure that copies of these records are maintained for the amount of time required by applicable law, but in no event less than two (2) years after the expiration, non-renewal, or revocation of the Charter Agreement, during which period, the

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Sponsor shall make such records available to the Chartering Authority upon request no later than the fifth (5th) business day following such request.

3.7 Regulatory and Statutory Requirements

The Sponsor acknowledges the regulatory and/or statutory requirements listed in TCA § 49-13-105(b), which **cannot** be waived. The Sponsor shall ensure that these requirements are met. Any waivers of rules, regulations, policy, or statutory requirements of the State of Tennessee must be granted by the Tennessee State Board of Education.

3.8 Reporting

3.8.1 Annual Progress Report

Pursuant to TCA § 49-13-120, the Governing Body of the Charter School is required to make at least an annual progress report to the Sponsor, the Chartering Authority, and the Commissioner of Education. The Sponsor shall ensure that this annual report is made and that the report meets the requirements of TCA § 49-13-120 and TCA § 49-13-114(d).

3.8.2 Annual Financial Report

Pursuant to TCA § 49-13-111(m), the Charter School is required to prepare and publish an annual financial report that encompasses all funds. The Sponsor shall ensure that this annual financial report is made and that the report meets the requirements of TCA § 49-13-111(m).

Sponsor shall comply with the State of Tennessee Department of Education audit timeline in order to submit its budget estimate with the Chartering Authority's budget to the State Department.

3.8.3 Quarterly Reports

The Sponsor shall submit quarterly financial statement to the Chartering Authority within forty-five (45) days after the end of each fiscal quarter.

3.8.4 Projections

The Sponsor shall also provide the following projections to the Chartering Authority and the Commissioner of Education as required by law:

- a. The projected budget no later than one (1) month prior to the upcoming Accounting Year;
- b. The projected student enrollment, specifying expected number of students by grade level on a preliminary basis by December 15th, for execution of the admission lottery by February 15th, and for certification of eligibility by July 15th.

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3.8.5 Enrollment Reports

Not later than the date established by the Tennessee State Department of Education (the "Department") for determining average daily membership, the Sponsor shall submit to the Department, with a copy to the Chartering Authority, the following information:

The number of students enrolled in the Charter School.

An Annual Enrollment Report pursuant to TCA 49-13-106(a)(3) is due by September 30th of each year including at least the following information:

- List of students who applied, date of application,
- All students accepted and priority category of each accepted student,
- Number, names, and priority category of admitted students,
- Number, names, and priority category of enrolled students,
- Number and names remaining on waitlist,
- Number of applications received after the lottery deadline
- Details of the Charter School's student recruiting policies.

The Sponsor shall ensure that student enrollment count records are maintained electronically on a system that is mutually acceptable to the Sponsor and the Chartering Authority.

3.9 Curriculum, Instruction, and Benchmarks

The curriculum and instructional methods used at the Charter School shall be as described in the Application, this Charter Agreement and any reports submitted under the terms of the Charter. The curriculum and instructional materials will be modified, as necessary and appropriate, to implement any student's Individual Education Program (IEP) as required by federal and state law.

The benchmarks and indicators of performance for measuring academic progress of students attending the Charter School shall be as described in the Application, this Charter Agreement and any reports submitted under the terms of the Charter.

3.9.1 Graduation Requirements

Sponsor will not request a waiver of graduation requirements for the Charter School's 9th through 12th grades.

3.9.2 Credit Requirements

For the Charter School's 9th through 12th grades, students will be required to pass 22 credits (or Chartering Authority credits required when Sponsor enrolls high school students) to include 4 English, 4 math, 3 lab sciences, 1.5 physical education/wellness, 2 of the same foreign language, and 3.5 social studies to include United States History, economics/government, and 1 elective social studies class, plus electives required to meet credit requirements.

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Sponsor will follow the State Department of Education standard grading policy for courses receiving high school credit.

3.9.3 Honors Diploma

To receive an Honors Diploma from the Charter School's High School, students will meet the number of honors and advanced placement courses required.

3.9.4 Promotion/Retention

Sponsor will issue 9 week report cards with a mandatory progress report and other contact as Sponsor determines.

3.10 School Calendar and Daily Attendance

The Sponsor shall operate the Charter School according to the academic calendar submitted to the Chartering Authority no later than April 1 of each preceding school year, ensuring that the instructional time is at least equivalent to time of instruction as required in regular public schools in TCA § 49-13-105 (12), and reporting at least daily attendance using the Chartering Authority's Student Management System (Chancery SMS),

Copies of the School Calendar and Hours of Operation must be made available to families of students at the time of enrollment.

3.11 Staff Responsibilities and Personnel Plan

3.11.1 Employee Benefits

The Chartering Authority shall comply with the provisions of TCA § 8-35-242 in the provision of retirement benefits to the teachers and employees of the Charter School.

The Chartering Authority shall allow employees of the Charter School to participate in group insurance plans to the same extent and in the same manner as employees of the Chartering Authority in accordance with the provisions of TCA §8-27-302 and §8-27-303.

3.11.2 Employee Numbers and Qualifications

The Charter School shall employ sufficient number of personnel to carryout the full program as provided in the Charter Application (Exhibit 1). The Charter School shall ensure that personnel hired for instructional duty (including teachers as well as paraprofessionals) possess appropriate qualifications for the duties assigned to them including but not limited to Tennessee certification and licensure (TCA 49-13-111(i)), appropriate subject matter qualifications, and federally required qualifications including highly qualified, Exceptional Education certified, and ESL certified according to federal requirements.

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3.11.3 Employment Applications

All applicants for employment with the Sponsor related to the Charter School and/or with the Charter School shall be required to submit employment applications on a form that is acceptable to the Chartering Authority and that complies with all applicable law. All current and prospective employees of the Sponsor 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 Sponsor who have contact with children within the scope of the individuals' employment, shall be subject to national, state and local criminal background checks to the fullest extent permitted under applicable law.

3.11.4 Bargaining Limits

Employees of the Charter School will be non-unionized unless and until such employees may elect to organize as permitted by TCA § 49-13-118.

3.12 Physical Plant

Unless otherwise provided in any lease agreement with the Chartering Authority (if applicable), the Sponsor shall ensure that the Charter School grounds and facilities comply with: (a) all applicable law, including the federal Americans with Disabilities Act, building, fire, health and safety, and zoning and land use codes; (b) this Charter Agreement; and (c) the Application.

The Sponsor shall notify the Chartering Authority immediately as to any of the following: (a) any material change in the availability or condition of the physical plant, such as through flood, fire, or other unanticipated circumstance; (b) any allegation that the Sponsor or the lessor has breached any lease, deed or other land use agreement concerning the physical plant; and (c) any proposal to move the Charter School from its current facility to another or from its current location to another.

3.13 Program

The Sponsor shall ensure that the Code of Behavior and Discipline described in the Application is implemented at the Charter School. The Sponsor shall develop, implement, and maintain a school safety plan to provide for a safe learning environment at the Charter School for students, staff, volunteers, and visitors. No student shall be expelled or transferred involuntarily from the Charter School except in collaboration with appropriate District personnel and in accordance with applicable law governing the conduct and discipline of students.

3.14 Financial Matters

3.14.1 Audits; Procedures; Timing

Audits of the Charter School shall be made in compliance with TCA § 49-13-127.

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3.14.2 No Tuition

The Sponsor shall not charge tuition for any student. The Charter School may charge for preschool and/or before-and-after-school programs, unless prohibited under applicable law.

3.15 Insurance

The Sponsor 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 Metropolitan Government, its officials, employees, and volunteers shall be in excess of this insurance and shall not contribute to it. The first one million dollars must be with a company licensed to do business in the state of Tennessee. The remaining \$4,000,000 can be covered under an excess liability policy (also known as an "umbrella" policy). The policy must name the Metropolitan Government 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 equal to or greater than \$5,000,000. Teachers Professional Liability Policy 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. Sponsor must comply with state statutes. Employers Liability must be a minimum of \$100,000.
- d. **Property and Boiler Insurance Policy:** If Sponsor 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.

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, Sponsor shall provide updated certificates of insurance upon expiration of the current certificates.

3.16 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.

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3.17 Indemnification and Hold Harmless; Damages

3.17.1 Sponsor's Obligations.

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

- a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Sponsor, its officers, employees and/or agents, including its sub- or independent contractors, in connection with the performance of this Charter Agreement, and,
- b. Any claims, damages, penalties, costs and attorney fees arising from any failure of the Sponsor, its officers, employees and/or agents, including its sub- or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- c. The Sponsor shall reimburse and/or pay the Chartering Authority for any damages or expenses incurred as a result of the Sponsor's failure to fulfill its obligations under this Charter Agreement.

3.17.2 Chartering Authority's Obligations.

The Chartering Authority shall reimburse and/or pay the Sponsor for any damages or expenses incurred as a result of the Chartering Authority's failure to fulfill its obligations under this Charter Agreement. Further, the Chartering Authority shall indemnify and hold harmless the Sponsor, its parent, affiliates, officers, directors, agents and employees from any claims, damages, costs and attorneys fees for injuries of damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Chartering Authority, its officers, employees and/or agents, including its independent contractors, in connection with the performance of this Charter Agreement.

3.18 Attorneys Fees

The Sponsor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of this Charter Agreement, and in the event the Chartering Authority prevails, the Sponsor shall pay all expenses of such action including the Chartering Authority's reasonable attorney fees and costs at all stages of the litigation. The Chartering Authority agrees that, in the event either party deems it necessary to take legal action to enforce any provision of this Charter Agreement, and in the event the Sponsor prevails, the Chartering Authority shall pay all expenses of such action including the Sponsor's reasonable attorney fees and costs at all stages of the litigation.

3.19 Services Provided by Local Education Agency (LEA)

The parties agree that fees for any service provided by the LEA to the Charter School shall be assessed according to the appropriate fee schedule (Exhibit 3) at the beginning of each school year. The parties further agree that the actual cost and the assessed cost will be reconciled at the end of each school year (within 45 days of the close of the LEA's schools) to reflect the actual cost to the LEA. This reconciliation may result in monies owed to either party as an over payment or underpayment. Services selected by the Charter School are identified below:

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3.19.1 Food Service

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

Food Service will not make an investment in a Charter School regarding equipment, construction, tables, chairs etc.

Charter Schools will provide or be invoiced for hardware and software to support food service reporting needs.

Food service will supply contact names for kitchen equipment, food items etc.

Food service will provide contact names at the State level if the Charter School operates its own service.

Food service selects staff and supervises the cafeteria operation.

Food Service and the Charter School contact will work together to provide proper service to the students.

3.19.2 Exceptional Education

3.19.2.1 Collaboration

Exceptional Education services are provided by the Local Education Administration (LEA) of which the Charter School is legally a part. The Charter School acknowledges the importance of cooperating with the Chartering Authority in the provision of Exceptional Education services for students enrolled in the Charter School. The Charter School agrees to respond to all Chartering Authority inquiries, comply with reasonable Chartering Authority directives, and to allow the Chartering Authority access to Charter School students, staff, facilities, equipment and records as required to fulfill all Chartering Authority obligations under this Agreement or imposed by law. Except as otherwise provided herein, the Chartering Authority and the Charter School agree to allocate responsibility for the provision of services (including but not limited to evaluation, identification, assessment, case management, Individual Education Plan (IEP) development, modification, and implementation) in a manner consistent with the Chartering Authority's allocation of Exceptional Education services to all of its schools sites.

3.19.2.2 Staffing

All Exceptional Education services at the Charter School will be delivered by individuals or agencies qualified to provide Exceptional Education services required by Tennessee's Education Law and the IDEA. Charter School teaching and administrative staff

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shall hold appropriate credentials and non-public agencies providing services to Charter School student's certified for Exceptional Education services shall meet all state requirements and be approved by the Chartering Authority. Charter School staff shall participate in all mandatory Chartering Authority professional development related to Exceptional Education. The Charter School shall be responsible for hiring, training, and employment of site staff necessary to provide Exceptional Education services to its students, including without limitation, Exceptional Education teachers, paraprofessionals, and resource specialists. The Charter School agrees to promptly notify the Chartering Authority of any staffing or contract issues that would preclude implementation of any student's IEP.

3.19.2.3 Identification and Referral

The Chartering Authority is committed to Charter Schools that serve students in the least restrictive environment, providing students with an appropriate level of support in order for them to achieve maximum benefit from the general education program.

The Chartering Authority and the Charter School shall share responsibility and work collaboratively to locate, identify, and evaluate Charter School students who are suspected of having needs that qualify them to receive Exceptional Education services. The Charter School will implement Chartering Authority policies and procedures to ensure timely identification and referral of students who have, or may have, such exceptional needs. The Chartering Authority shall provide the Charter School with any assistance that it generally provides its other schools in the identification and referral process. The Chartering Authority will ensure that the Charter School is provided with notification and relevant files of all students with an existing IEP and who transfer to the Charter School from another school. The Chartering Authority shall provide the Charter School with such records within 10 days of receipt of a request by the Charter School for the records, the Chartering Authority shall have unfettered access to all Charter School student records and information in order to serve all of the Charter School's students' exceptional needs

3.19.2.4 Assessments and IEP Meetings

The term "assessment" shall have the same meaning as the term "evaluation" in the IDEA, as provided in Section 1414, Title 20 of the United States Code. The Chartering Authority will determine what assessments, if any, are necessary and arrange for such assessments for referred or eligible students in accordance with the Chartering Authority's general practice and procedures and applicable laws. The Charter School shall work in collaboration with the Chartering Authority to obtain parent/guardian consent to assess Charter School students. The Charter School shall not conduct Exceptional Education assessments without prior written approval from the parent/guardian and the Chartering Authority. However, nothing in this Agreement shall be construed to prohibit the Charter School from conducting non-Exceptional Education assessments consistent with its educational program. The Chartering Authority shall be responsible for supporting the Charter School in properly noticing and arranging necessary IEP meetings and IEP team membership shall be in compliance with state and federal law. The Charter School shall be responsible for ensuring attendance of the following people at IEP meetings: the principal and/or Charter School designated representative; the student's

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Exceptional Education teacher; the student's general education teacher; the student, the parent/legal guardian and any parent representatives, if appropriate; an interpreter, if necessary; and other Charter School representatives who are knowledgeable about the general education program at the Charter School and/or about the student; necessary staff including, but not limited to, a speech therapist, psychologist, resource specialist, and behavior specialist.

3.19.2.5 IEP Development and Implementation

Decisions regarding eligibility, goals/objectives, program, services, placement, and exit from Exceptional Education shall be the decision of the IEP team of the Charter School, pursuant to the Chartering Authority's IEP process. Programs, services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures, and requirements of the Chartering Authority. The Chartering Authority has a strong preference that special education services be delivered in inclusive settings. In exceptional circumstances, when a student's academic progress so warrants the Charter may utilize pull-out services. Services should, whenever possible, be provided at the Charter School location.

The Charter School shall promptly notify the Chartering Authority of all requests it receives for assessment, services, IEP meetings, parental requests for reimbursement, compensatory education, mediation, and/or due process.

The Charter School shall be responsible for implementation of the IEP. As part of this responsibility, the Charter School shall provide the Chartering Authority and the parents with timely reports on the student's progress as provided in the student's IEP, and at least quarterly or as frequently as progress reports are provided for the Charter School's general education students, whichever is more frequent. The Charter School shall also provide all home-school coordination and information exchange. The Charter School shall also be responsible for providing all curriculum, classroom materials, classroom modifications, and assistive technology.

3.19.2.6 Initial, Interim, and Alternative Placements

For students who enroll in the Charter School from another school district with an existing IEP, the Chartering Authority and the Charter School shall conduct an IEP meeting as soon as possible but no later than 30 days. The certifying specialist from the Chartering Authority must determine the adequacy of the evaluation to ensure that the evaluation standards required by the Chartering Authority and the State Department of Education are met. Prior to such meeting and pending agreement on a new IEP, the Chartering Authority and the Charter School shall implement the existing IEP to the extent practicable or, in the alternative, comparable services to the existing IEP. However, this agreement shall not require the Charter School to substantially modify its service delivery model in order to implement an interim placement at the Charter School site. The Chartering Authority will provide consultative assistance to the Charter School to help transition the student whether the student is transferring to the Charter School from the Chartering Authority or from another school district. The Chartering Authority shall be responsible for selecting, contracting, and overseeing all non-public schools and non-public agencies used to serve Exceptional Education students. The

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Charter School shall not hire, request services from, or pay any non-public school or agency to provide Exceptional Education services to students without the explicit collaboration and approval of the Chartering Authority. Any contract for special education services must be approved prior to implementation by the Chartering Authority. The Charter School shall immediately notify the Chartering Authority of all parental requests for services from non-public schools or agencies, unilateral placements, and/or requests for reimbursement.

3.19.2.7 Non-Discrimination

It is understood and agreed that all children will have access to the Charter School, and 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. Section 504 of the Rehabilitation Act of 1973 requires that schools receiving federal funds, including Charters, provide students with challenges appropriate educational services to the same extent as the needs of students without special needs are met. Most students with challenges come under both IDEA and Section 504 protections, but some students with challenges don't qualify for special education are protected under Section 504. The Chartering Authority and the Charter School are under the same obligation to develop a Section 504 plan for students requiring one as they are for the development of an IEP and for implementing any agreed upon modifications.

3.19.2.8 Due Process and Compliance Complaints

The Charter School shall follow Chartering Authority policies as they apply to all Chartering Authority schools for responding to parental/guardian concerns or complaints related to Exceptional Education services. The Charter School shall instruct parents/guardians to raise concerns regarding Exceptional Education services, related services, and rights to the Chartering Authority. In addition, each party shall immediately bring to the other's attention any concern or complaint by a parent/guardian that is in writing and/or which involves a potential violation of state or federal law.

The Chartering Authority's designated representative, in consultation with the Charter School's designated representative, shall investigate as necessary, respond to, and address the parent/guardian concern or complaint. The Charter School shall allow the Chartering Authority access to all facilities, equipment, students, personnel, and records necessary to conduct such an investigation. Each party shall timely notify the other of any scheduled meetings with parents/guardians or their representatives to address parent/guardian concerns or complaints so that a representative of each entity may attend. The Chartering Authority, as LEA, shall be ultimately responsible for determining how to respond to parent concerns or complaints, and the Charter School shall comply with the Chartering Authority's decisions.

The Chartering Authority and the Charter School shall cooperate in responding to any complaint to or investigation by the Tennessee Department of Education, the United States Department of Education, or any other agency, and shall provide timely notice to the other upon receipt of such a complaint or request for an investigation.

3.19.2.9 Due Process Hearings

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In the event that the parents/guardians file for a due process hearing, or request mediation, the Chartering Authority and the Charter School shall work together to defend the case. In the event that the Chartering Authority determines that legal representation is needed, the Chartering Authority and the Charter School shall be jointly represented by legal counsel of the Chartering Authority's choosing, unless there is an actual conflict of interest. The Parties acknowledge that, because of their potential adverse interests, their joint representation presents a potential conflict of interest, which must be disclosed to them in writing. If the Chartering Authority, its counsel, or the Charter School determines that an actual conflict of interest exists, then the Charter School shall retain separate legal counsel at its own expense.

The Chartering Authority shall have sole discretion to settle any matter in mediation or due process, which settlement shall be binding upon the Charter School except in those cases when (i) modifications or accommodations which would materially change the education program at the Charter School as provided in the Application (Exhibit 1) would be required by such settlement, or (ii) the Charter School would be forced to make any payment as part of such settlement in which case Charter School approval would be required. The Chartering Authority shall also retain sole discretion to file an appeal from a due process hearing or take other legal action involving any Charter School student necessary to protect its rights.

3.19.2.10 Funding

The Parties agree that the Charter School is a Chartering Authority school for the purposes of Exceptional Education services and funding, and the Chartering Authority has agreed to work collaboratively with the Charter School to ensure provision of Exceptional Education services in a manner consistent with the services it provides at its other public schools.

Federal funding will flow from the Chartering Authority to the Charter School based on the per pupil allocation received from the State Education Department. Funding is provided at the end of the first semester for all eligible students on roll 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 on roll and served on the December 1 census of exceptional students

The Chartering Authority is financially responsible for child find and student identification and initial assessment expenses. The Charter School shall bear the financial responsibility for reevaluations and the provision of all services consistent with student IEP's. The Charter School may elect to have the Chartering Authority provide some special educational services at a cost that covers the actual salary benefit and mileage expenses incurred by the Chartering Authority. The expenses incurred in providing these services will be deducted from the IDEA flow through funds. The Charter School may contract with outside agencies to provide Exceptional Education services but all these contracts must be pre-approved by the Chartering Authority. Services that exceed agreed upon site-based capability, constitute a material change in the educational program of the Charter School as provided in the Application (Exhibit 1), or require alternative placement (including but not limited to other Chartering Authority schools, other public school districts, County Office or Education Programs, non-public schools, homes, hospitals, or residential programs) in order to ensure the provision of a free and appropriate

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public education in the least restrictive environment shall be assumed at the discretion of the Chartering Authority consistent with its ultimate responsibility as the LEA of record. In such circumstances, the Chartering Authority shall be entitled to retain the pro rata share of all funding received for such student, including but not limited to all IDEA funds based on the number of instructional days or minutes per day that the student is not at the Charter School site.

3.19.3 Transportation

The Chartering Authority cannot offer transportation to and from the Charter School on a daily basis. However, Chartering Authority can provide field trip services on an availability contingent basis. Charges for field trip and other temporary bus services are established by the MNPS Department of Transportation and available on request. Prior to using MNPS buses, the Charter School must file a request form, a hold harmless agreement, a copy of the Certificate of Insurance, and a copy of its IRS 501(c)(3) letter. Forms and additional requirements are available through the MNPS Department of Transportation. Payment shall be remitted within 30 days of billing date.

3.19.4 Network Services

The Chartering Authority shall provide minimal network connectivity to ensure connection with MNPS Network services sufficient to access Chancery SMS, Easy IEP and other resources required by itinerant teachers assigned to the Charter School, and student application data entry and reporting software only. All other networking, communication technology, instructional technology, student technology, repair and technical support, etc, that are associated with a complete educational program remain the full responsibility of the Charter School.

4. Representations and Warranties

4.1 Of Sponsor

4.1.1 Organization

The Sponsor is, and at all times during the Term of this Charter Agreement shall be, duly organized, properly existing, and in good standing in its state of incorporation. The Sponsor is, and at all times during the term shall be, a not-for-profit organization with exemption from federal taxation under IRC § 501(c) (3). Sponsor is not, and shall not be, a for-profit corporation.

4.1.2 Tax-Exempt, Non-Profit Status

The Sponsor must have received a determination of tax-exempt status from the Internal Revenue Service before the Sponsor may provide instruction to any students attending the Charter School. The Sponsor shall immediately inform the Chartering Authority if its tax-exempt status is questioned, modified, or revoked by the Internal Revenue Service or if its non-profit corporation status is questioned, modified, or revoked by the state of formation.

4.1.3 Authority

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The Sponsor warrants that it has all requisite power and authority to execute and deliver this Charter Agreement, to perform its obligations hereunder, and to otherwise consummate the agreements contemplated hereby and thereby. This Charter Agreement constitutes a valid and binding obligation of the Sponsor, enforceable against the Sponsor in accordance with its terms.

4.1.4 Litigation

There is no suit, claim, action or proceeding now pending or threatened before any court, grand jury, administrative or regulatory body, Government agency, arbitration or mediation panel or similar body to which the Sponsor is a Party or which may result in any judgment, order, decree, liability, award or other determination which will or may reasonably be expected to have an adverse effect upon the Sponsor. No such judgment, order, decree or award has been entered against the Sponsor nor has any liability been incurred which has, or may reasonably be expected to have, such effect. There is no claim, action or proceeding now pending or threatened before any court, grand jury, administrative or regulatory body, Government agency, arbitration or mediation panel or similar body involving the Sponsor which will or may reasonably be expected to prevent or hamper the consummation of the agreements contemplated by this Charter Agreement.

4.1.5 Full Disclosure

No representation or warranty of the Sponsor herein and no statement, information or certificate furnished or to be furnished by the Sponsor pursuant hereto or in connection with the agreement contemplated hereby contains any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements contained herein or therein not misleading.

4.1.6 Reputation of Officers, Directors and Employees

No member of the Sponsor's Board of Directors, officer of the Sponsor, employee of the Sponsor, member of the Governing Body, or employee of the Charter School has been convicted of a felony or other criminal offense involving dishonesty, fraud or moral turpitude.

No person may continue to be a member of the Sponsor's Board of Directors, officer of the Sponsor, employee of the Sponsor, member of the Governing Body, or employee of the Charter School if that person is convicted of a felony or other criminal offense involving dishonesty, fraud or moral turpitude.

4.1.7 Conduct of Sponsor and the Governing Body

The Sponsor/Governing Body has complied, and at all times during the Term will comply, with all local, state and federal laws and regulations that are applicable to the Sponsor/Governing Body, which may include, but are not limited to, the internal revenue code, the nonprofit limited liability company law of the State, and the open records and public meetings laws of the State. The Sponsor/Governing Body has maintained and will maintain adequate records of the activities and decisions of the Sponsor/Governing Body to ensure and

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document compliance with all such laws and regulations. The Sponsor/Governing Body agrees to provide Chartering Authority with copies of all such records and to allow Chartering Authority to, at Chartering Authority's discretion, assist with the preparation and retention of such records.

4.1.8 Due Authorization

Upon execution of this Charter Agreement by the Sponsor and the Chartering Authority, the Sponsor will be authorized to operate the Charter School and will be vested with all powers necessary to carry out the educational program outlined in this Charter Agreement.

4.2 Of Chartering Authority

4.2.1 Organization

Chartering Authority is a local board of education under the laws of the State of Tennessee, with the purpose and legal ability to grant and issue this Charter Agreement pursuant to the provisions of the Act.

4.2.2 Authority

Chartering Authority has all requisite power and authority to execute and deliver this Charter Agreement, to perform its obligations hereunder, and to otherwise consummate the transactions contemplated hereby. This Charter Agreement constitutes a valid and binding obligation of Chartering Authority, enforceable against Chartering Authority in accordance with its terms.

4.2.3 Litigation

There is no claim, action or proceeding now pending or threatened before any court, grand jury, administrative or regulatory body, Government agency, arbitration or mediation panel or similar body involving the Chartering Authority which will or may reasonably be expected to prevent or hamper the consummation of the agreements contemplated by this Charter Agreement.

4.2.4 Full Disclosure

No representation or warranty of Chartering Authority herein and no statement, information or certificate furnished or to be furnished by Chartering Authority pursuant hereto or in connection with the transactions contemplated hereby contains any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements contained herein or therein not misleading.

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5. Term; Post-Term Events

5.1 Term

Pursuant to TCA § 49-13-121, the initial term (the "Initial Term") of the Charter shall commence on the Effective Date and end on the thirtieth (30th) day of June following the tenth (10th) anniversary of the Effective Date, subject to an interim review conducted during the fifth (5th) year of the Term according to guidelines developed by the Department of Education. Also as provided by TCA § 49-13-121, unless the Charter is revoked or terminated, the Term shall be extended for subsequent ten (10) year terms (each a "Renewal Term" and the Renewal Term(s), if any, together with Initial Term, the "Term"), provided the Sponsor submits a renewal application that conforms to requirements in TCA § 49-13-121 and guidelines promulgated by the Department of Education no later than October 1 of the year prior to the year in which the Term of this Charter Agreement is scheduled to expire.

5.2 Events Following Non-Renewal, Revocation, or Expiration

Events following the dissolution of the Charter School shall be as described in TCA § 49-13-110(c).

6. Termination, Revocation, Non-renewal and Intermediate Sanctions

Any action taken to terminate the Charter, revoke the Charter, or impose intermediate sanctions on the Sponsor shall be undertaken in accordance with all applicable law and this Charter Agreement. In the event of a condition or circumstance that poses an immediate threat to the health or safety of students or staff of the Charter School, either Party may require the Charter School to suspend operations until appropriate corrective action(s) can be undertaken.

6.1 Termination, Revocation, Non-renewal

The Chartering Authority may elect not to renew this Charter Agreement pursuant to TCA § 49-13-121. The Chartering Authority may revoke or terminate this Charter Agreement for any reason set forth in TCA § 49-13-122, and/or for breach of any of the terms and conditions of this Charter Agreement.

If the Chartering Authority determines that any grounds for revocation, termination or non-renewal exist, it may revoke, terminate or non-renew this Charter Agreement according to the procedures set forth in TCA § 49-13-121 and TCA § 49-13-122.

6.2 Intermediate Sanctions

In the event the Chartering Authority determines that Sponsor is not complying with the terms of this Charter Agreement and/or the Act, Chartering Authority may, but is not required to, provide notice to Sponsor of the non-compliance and may also, but is not required to, give the

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Sponsor an opportunity to cure the non-compliance prior to instituting termination proceedings pursuant to TCA § 49-13-121 and TCA § 49-13-122.

7. General Provisions

7.1 **Governing Law and Venue**

The validity, construction and effect of this Charter Agreement and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Sponsor may provide. Any action between the parties arising from this Agreement shall be maintained in the courts of Davidson County, Tennessee.

7.2 **Waiver of Charter Agreement Provisions**

No waiver of any provision of this Charter Agreement shall affect the right of any Party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

7.3 **No Third Party Beneficiary Rights**

No third party, whether a constituent of the Charter School, a member of the community, a student or parent/guardian of a student of the Charter School or otherwise, may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of the Sponsor or the Chartering Authority in this Charter Agreement. This Charter Agreement is not intended to create any rights of a third party beneficiary.

7.4 **Delegation of Authority**

Sponsor acknowledges that: (a) Chartering Authority's obligations and responsibilities with respect to the Charter School are limited to those obligations and responsibilities set forth in the Tennessee Public Charter Schools Act and as set forth herein; (b) Sponsor, Governing Body and the Charter School, including their respective directors, officers and employees, do not have authority to act as an agent for Chartering Authority or to enter into any contracts with third parties that purport to impose any obligations or responsibilities on Chartering Authority or which otherwise bind Chartering Authority in any manner whatsoever; and (c) by agreeing to authorize the Charter School, Chartering Authority does not assume any obligation with respect to any director, employee, agent, parent, guardian, student, or independent contractor of the Charter School, the Governing Body, or the Sponsor.

The Chartering Authority acknowledges that Chartering Authority including its directors, officers and employees, does not have authority to act as an agent for Sponsor, Governing Body or Charter School, except as provided herein or when acting as billing agent for a service provided at the request of the Charter School as referenced in Section 3.19, or to enter into any contracts with third parties that purport to impose any obligations or responsibilities on Sponsor

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or which otherwise bind Sponsor, Governing Body or the Charter School in any manner whatsoever.

7.5 Notices

All notices, consents and other communications ("Notices") which either Party may be required or desire to give the other Party shall be in writing and shall be hand-delivered or given by telecopy, or nationally recognized overnight courier service to the other Party at its respective address or telecopy telephone number set forth below.

The Chartering Authority:

Mr. Alan Coverstone

Executive Director for Charter and Private Schools

Metropolitan Nashville-Davidson County Board of Public Education

2601 Bransford Avenue

Nashville, TN 37204



The Sponsor:

LEAD Prep Southeast, Nonprofit LLC

Attn: Mr. Jeremy Kane

1704 Heiman Avenue

Nashville, TN 37208



With a copy to:

Sherrard & Roe, PLC

Attn: Christopher C. Whitson

424 Church Street, Suite 2000

Nashville, TN 37219



Notices shall be deemed delivered upon receipt of the Party receiving such notice. The Parties agree to ensure that any notice provided under the Agreement is done in a manner that will allow the delivering Party to establish the date of delivery to the receiving Party.

7.6 Section Headings

The headings in this Charter Agreement are for the convenience of the Parties only, and shall have no effect on the construction or interpretation of this Charter Agreement and are not part of this Charter Agreement.

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7.7 Exhibits and Schedules, Attachments and Addenda

Each exhibit, schedule, attachment, and addenda to this Charter Agreement to which reference is made in this Agreement is hereby incorporated in this Charter Agreement as an integral part thereof. In the event of a conflict between the terms and provisions of this Charter Agreement and the terms and provisions of any exhibits, attachments, addenda or schedules, the terms and provisions of this Charter Agreement, the Charter Agreement shall control.

7.8 Entire Agreement

This Charter Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the Parties. Any and all prior understandings and agreements, expressed or implied, written or oral, between the Parties are superseded hereby.

7.9 Modifications and Amendments

This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

7.10 Assignment

The provisions of this Agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the Parties hereto. Neither this Charter Agreement nor any of the rights and obligations of the Sponsor hereunder shall be assigned or transferred in whole or in part without the prior written consent of the Chartering Authority; provided, however, that the Chartering Authority specifically acknowledges and agrees that LEAD Public Schools, Inc., f/k/a LEAD Prep Southeast has assigned this Charter Agreement to its wholly owned subsidiary LEAD Prep Southeast, Nonprofit LLC.

7.11 Counterparts

This Agreement may be executed in Counterparts, each of which shall be deemed to be an original and which together shall be deemed to be one and the same Charter Agreement.

7.12 No Partnership/Joint Venture

Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

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7.13 Severability

Should any provision of this Charter Agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Charter Agreement.

7.14 Negotiated Agreement

The provisions of this Charter Agreement were negotiated by the Parties and this Charter Agreement shall be deemed to have been drafted by the Parties, notwithstanding any presumptions at law to the contrary.

7.15 Chartering Authority Property

Any Chartering Authority property, including but not limited to books, records and equipment, that is in the Sponsor's possession shall be maintained by the Sponsor in good condition and repair, and shall be returned to the Chartering Authority by the Sponsor upon termination of this Charter Agreement.

7.16 Employment

The Sponsor and the Governing Body shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

7.17 Non-Discrimination

It is the policy of the Chartering Authority not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Charter Agreement, the Sponsor certifies and warrants it will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the programs or activities that are the subject of this Charter Agreement, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the Sponsor or in the employment practices of the Sponsor's contractors. Accordingly, the Sponsor shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

7.18 Contingency Fees

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The Sponsor hereby represents that it has not been retained or retained any persons to solicit or secure this Agreement with the Chartering Authority upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. Breach of the provisions of this paragraph is, in addition to a breach of this Charter Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or termination of this Charter Agreement.

7.19 Effective Date

This Agreement shall not be binding upon the parties until it has been signed first by the Sponsor and then by the authorized representatives of the Chartering Authority and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this Agreement shall be deemed effective as of October 25, 2011.

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THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

SPONSOR LEAD PREP SOUTHEAST, NONPROFIT LLC

RECOMMENDED:

Metropolitan Board of Education

[Redacted signature]

Chairperson

BY:

[Redacted signature]

Title: President / COO

APPROVED AS TO AVAILABILITY OF FUNDS: 80150015, 531001, 2320916

[Redacted signature]

Director of Finance

Sworn to and subscribed to before me, a Notary Public, this 21st day of October, 2011, by Chris Reynolds, the President / COO of

APPROVED AS TO INSURANCE:

[Redacted signature]

Director of Insurance

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

APPROVED AS TO FORM AND LEGALITY:

[Redacted signature]

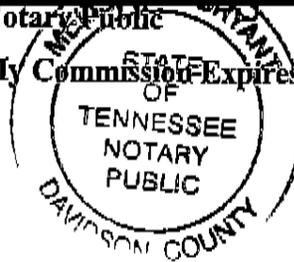
Metropolitan Attorney

Notary Public My Commission Expires January 9, 2012

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

[Redacted signature]

Date: DEC 29 2011



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Exhibit 1 – Charter Application

Exhibit 2 – Expulsion Procedure and Appeals Process

Exhibit 3 – Annually Agreed Fee Schedule

Financial Services Fee

Annual Admission Lottery Service Fee

Fees for services rendered (assessed at time of service)

Transportation

Exceptional Education

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Exhibit 1 – Charter Application

Exhibit 2 – Expulsion Procedure and Appeals Process

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Fees for services rendered (assessed at time of service)

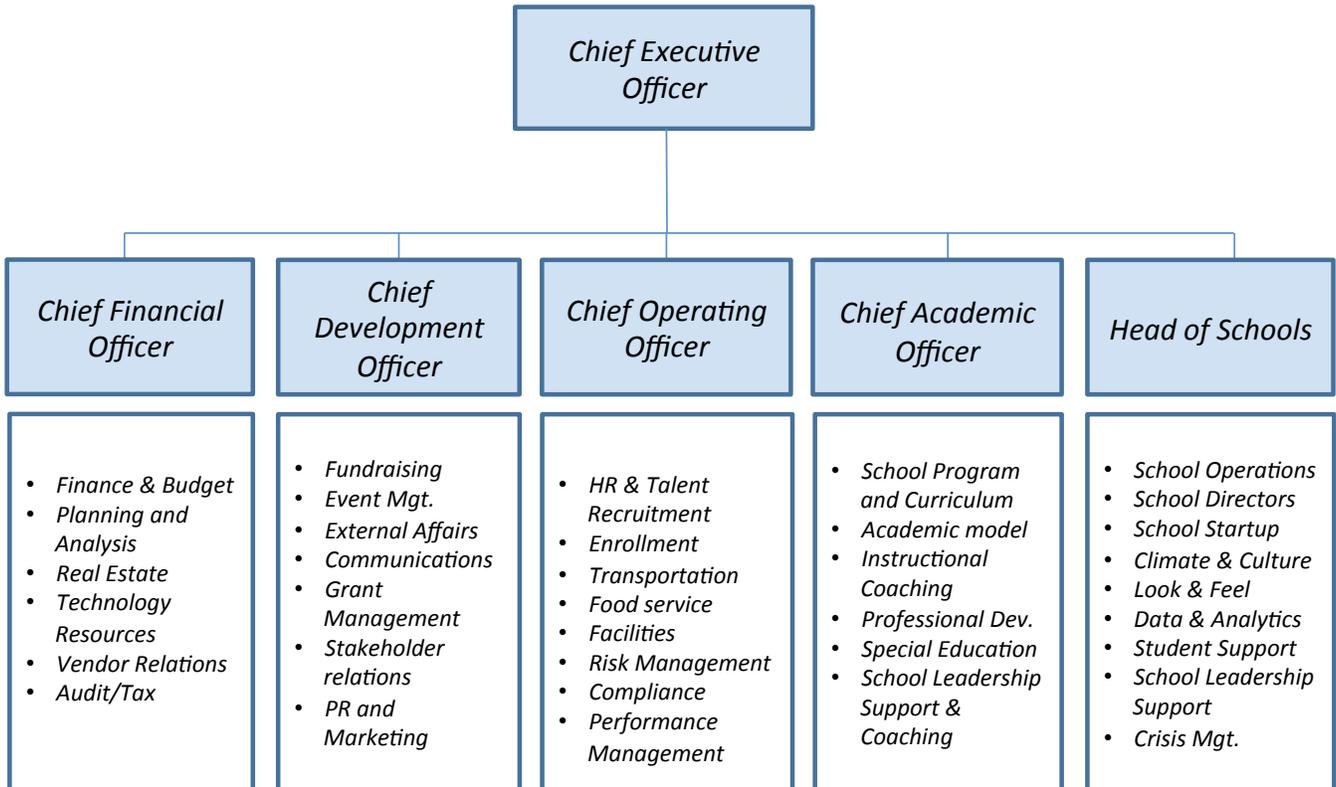
Transportation

Exceptional Education



LEAD Schools Operated by Applicant

LEAD Public Schools Network Support Team (Home Office)



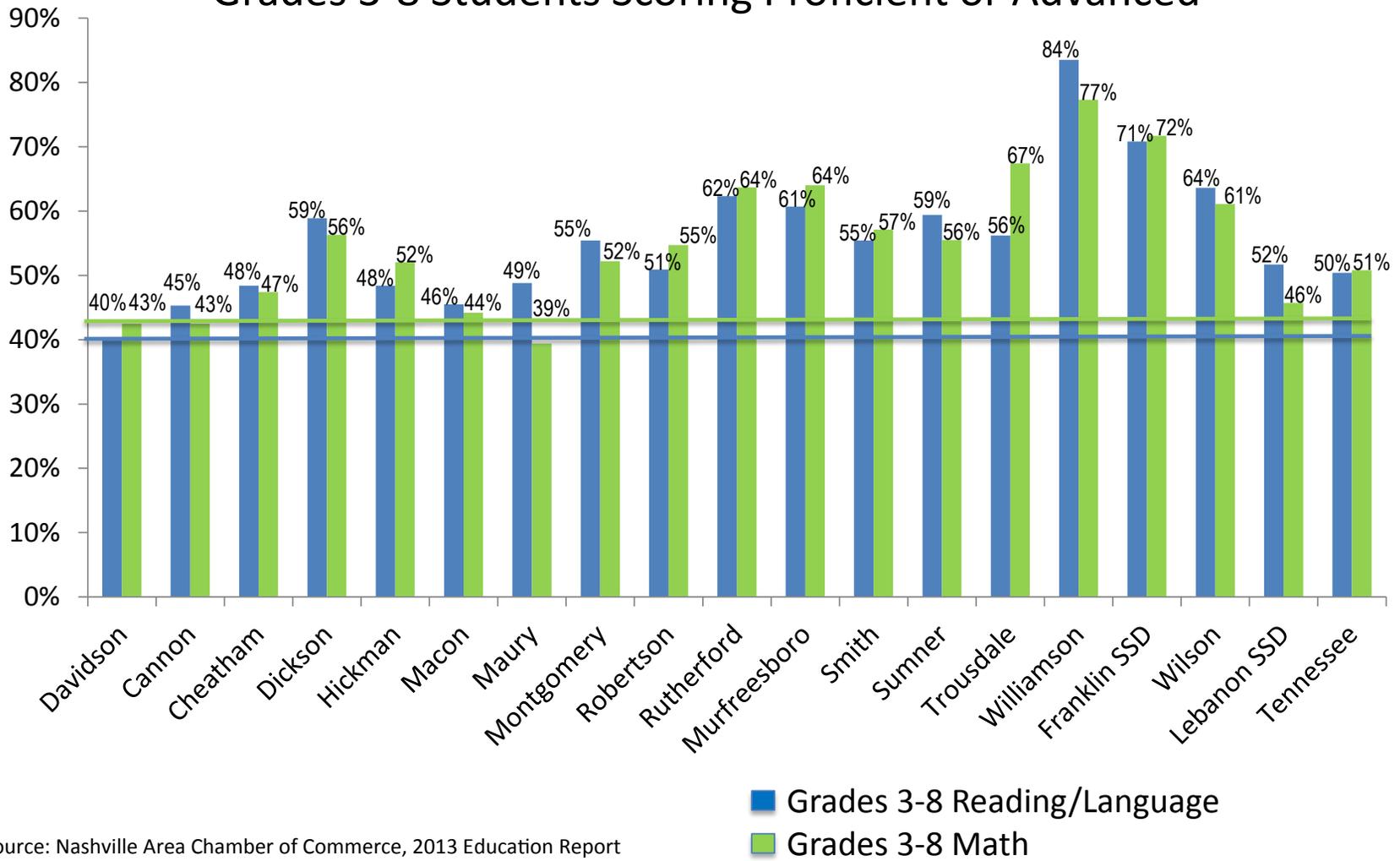
**Attachment:
LEAD Public Schools
Student Academic Achievement Data

CSP Replication and Expansion Grant
Submitted July 21, 2014**

The Educational Crisis in Nashville

Comparison with Surrounding Counties & Tennessee

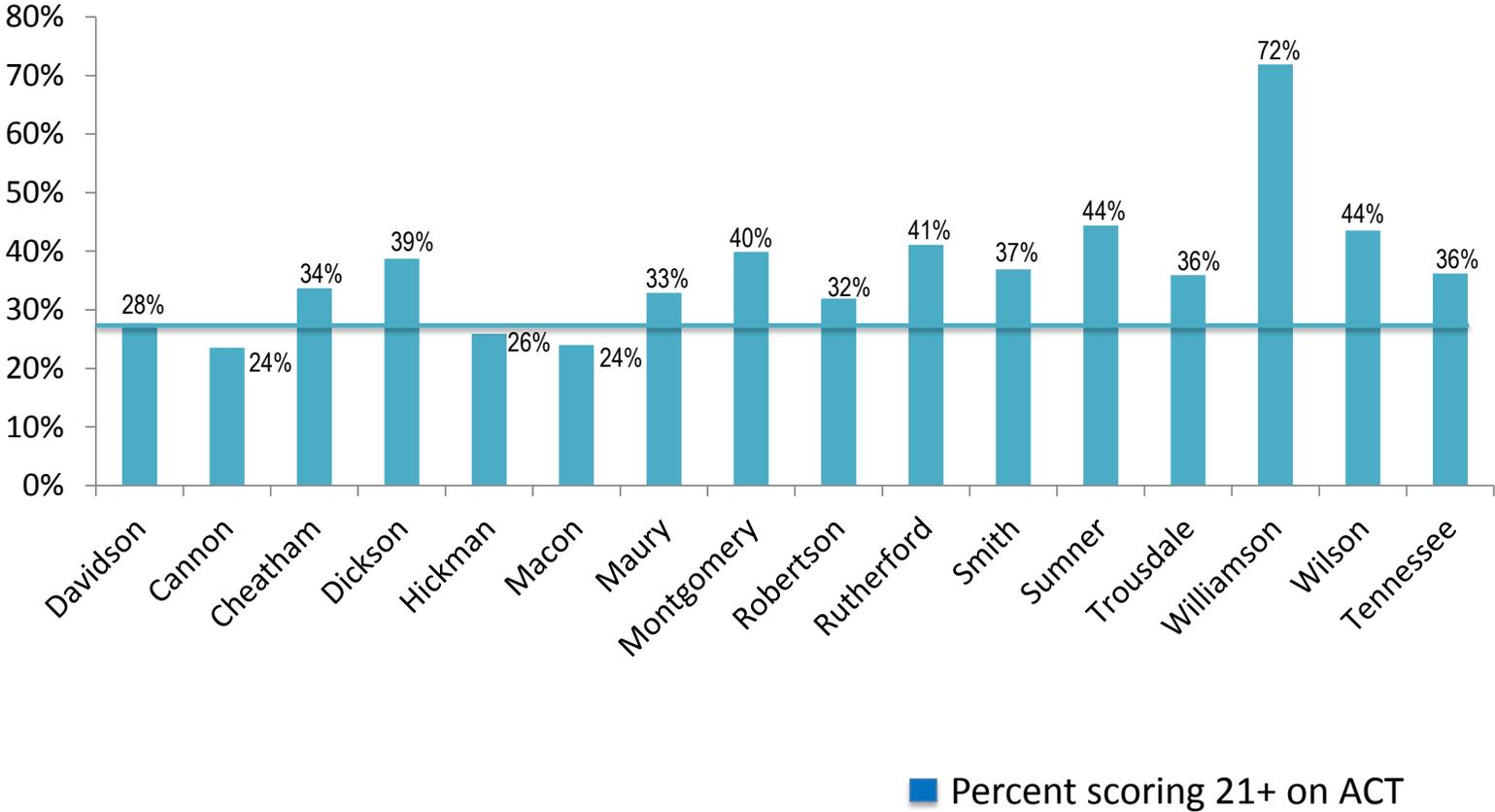
Grades 3-8 Students Scoring Proficient or Advanced



Source: Nashville Area Chamber of Commerce, 2013 Education Report Card (All data provided by Metro Nashville Public Schools (MNPS))

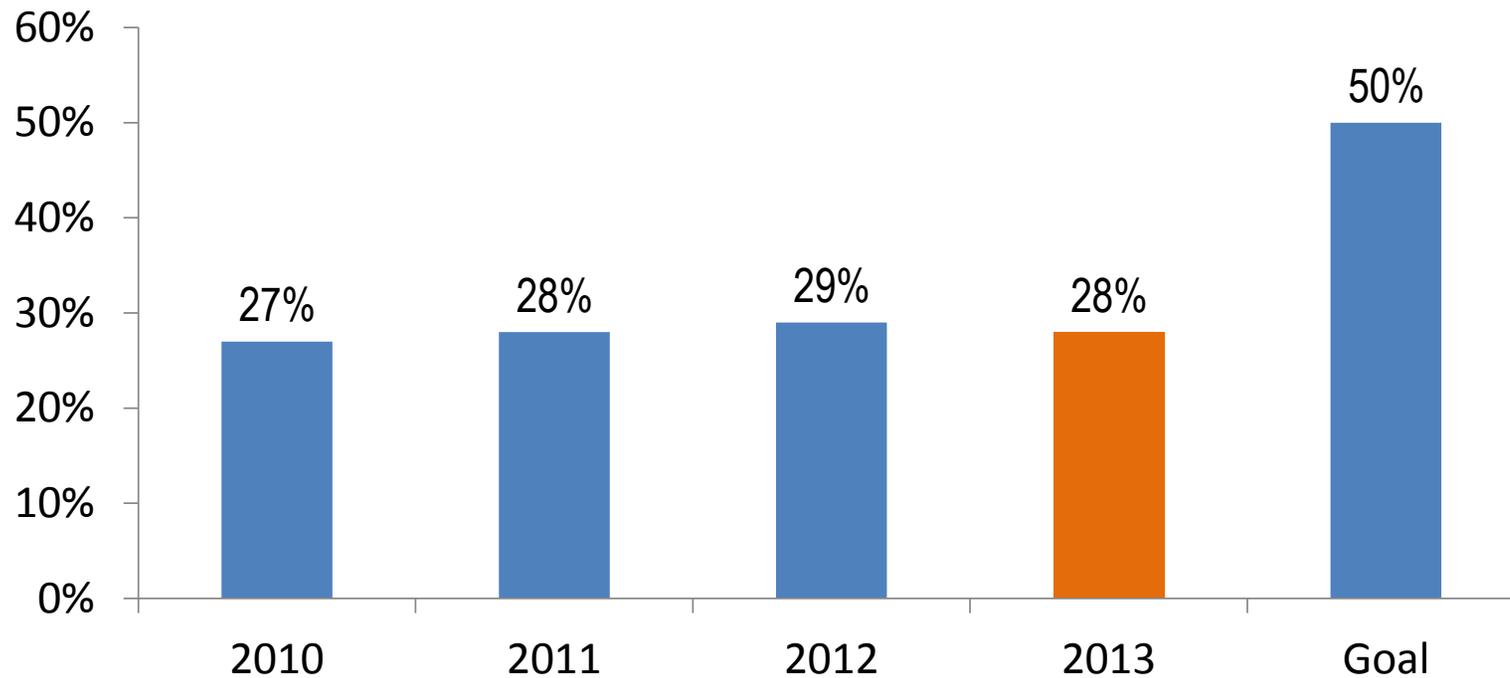
Comparison with Surrounding Counties & Tennessee

Percent scoring 21 + on ACT



Source: Nashville Area Chamber of Commerce, 2013 Education Report Card (All data provided by Metro Nashville Public Schools (MNPS))

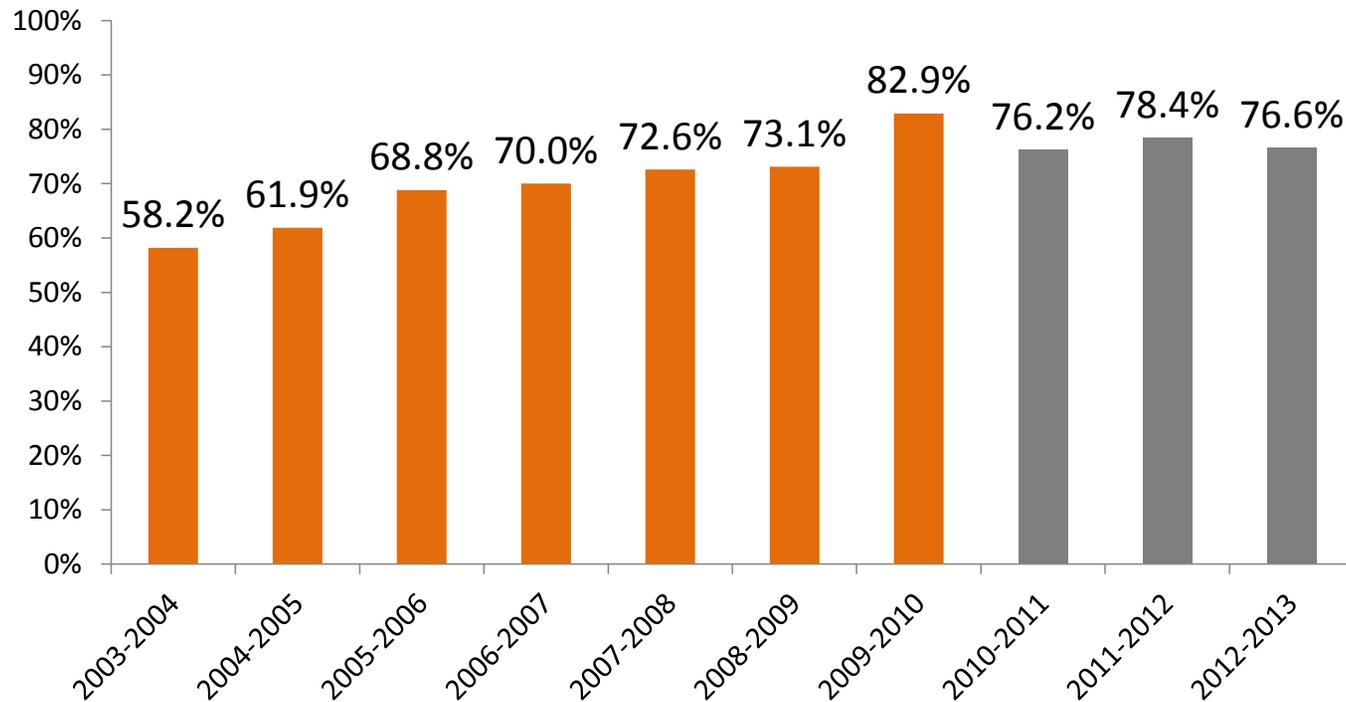
Percent of MNPS graduates scoring 21+ on ACT*



*Beginning in 2013, ACT is including results of students who received special testing accommodations in its report.

Source: Nashville Area Chamber of Commerce, 2013 Education Report Card (All data provided by Metro Nashville Public Schools (MNPS))

MNPS Graduation Rate*



*The 2011, 2012 and 2013 graduation rates were calculated based on a four-year graduation rate for all students. Prior to 2011, ELL and special education students were given a fifth year to complete a regular diploma.

Source: Nashville Area Chamber of Commerce, 2013 Education Report Card (All data provided by Metro Nashville Public Schools (MNPS))

Graduation and College Readiness Data

Nashville Graduation Rates by Subgroup

2013	White	African American	Economically Disadvantaged
Tennessee	90%	78%	82%
Davidson County	79%	76%	72%
LEAD Academy 2014*	100%	92%	94%
Nashville Big Picture High School	93%	96%	100%
East Nashville Magnet School	100%	100%	100%
Martin Luther King Jr Magnet School	100%	100%	100%
Nashville School Of The Arts	94%	97%	97%
Hume - Fogg High Academic Magnet	99%	98%	95%
M N P S Middle College High School	89%	100%	93%
Hillwood Comp High School	88%	77%	80%
Hillsboro Comp High School	86%	82%	77%
Cane Ridge High School	74%	82%	76%
Hunters Lane Comp High School	72%	81%	75%
Maplewood Comp High School	63%	76%	75%
Pearl Cohn Magnet High School	no data	73%	74%
Antioch High School	81%	72%	73%
Glencliff High School	65%	70%	70%
John Overton Comp High School	76%	75%	70%
McGavock Comp High School	77%	69%	69%
The Academy at Hickory Hollow	88%	69%	68%
Whites Creek Comp High School	45%	71%	66%
The Academy at Old Cockrill	70%	68%	65%
Stratford STEM Magnet High School	50%	61%	58%
The Academy at Opry Mills	54%	42%	46%
Metro Nashville Virtual School	40%	no data	73%

Source: http://www.tn.gov/education/data/download_data.shtml

A Note on Graduation Rates for LEAD Academy

LEAD Academy had three students from the 2014 Senior class who have chosen to do a 5th year of high school in order to graduate. If we include them in the graduate rate above the rate would be 100% in total and for all subgroups.

The state has not released graduation rates for 2014 yet, so this data must be considered self reported.

College Attendance Rates - Nashville Public High Schools

Class Of	School	High School Graduates	Attending College	College Going Rate (%)
2014	LEAD Academy	44	44	100%
2012	Martin Luther King Jr. Academic Magnet	172	171	99%
2012	Hume - Fogg Academic Magnet High School	221	210	95%
2012	East Literature Magnet High School	173	143	83%
2012	Nashville Big Picture High School	33	24	73%
2012	Nashville School Of The Arts	150	106	71%
2012	Hillsboro Comp High School	207	146	71%
2012	MNPS Middle College @ Nashville State Community College	47	31	66%
2012	Hillwood Comp High School	204	126	62%
2012	John Overton Comp High School	321	197	61%
2012	Antioch High School	285	172	60%
2012	Cane Ridge High School	299	160	54%
2012	Hunters Lane Comp High School	325	169	52%
2012	Whites Creek Comp High School	188	96	51%
2012	McGavock Comp High School	432	217	50%
2012	Stratford Comp High School	120	57	48%
2012	Pearl Cohn Magnet High School	147	69	47%
2012	Glencliff Comp High School	213	91	43%
2012	Cohn Adult High School	67	26	39%
2012	Metro Nashville Virtual School	8	*	38%
2012	Maplewood Comp High School	169	63	37%
2012	The Academy at Old Cockrill	219	38	17%
2012	The Academy at Opry Mills	236	30	13%

Data Source:

<http://tnmap.tn.gov/thec/> High School Data: High School Graduates file from the Tennessee Department of Education.

College Enrollment Data: Matched records of High School Graduate file with Student Information System of the Tennessee Higher Education Commission, FAFSA, and the National Student Clearing House data to track student enrolled in Out-of-State institutions.

% Students Meeting the College Ready Benchmark

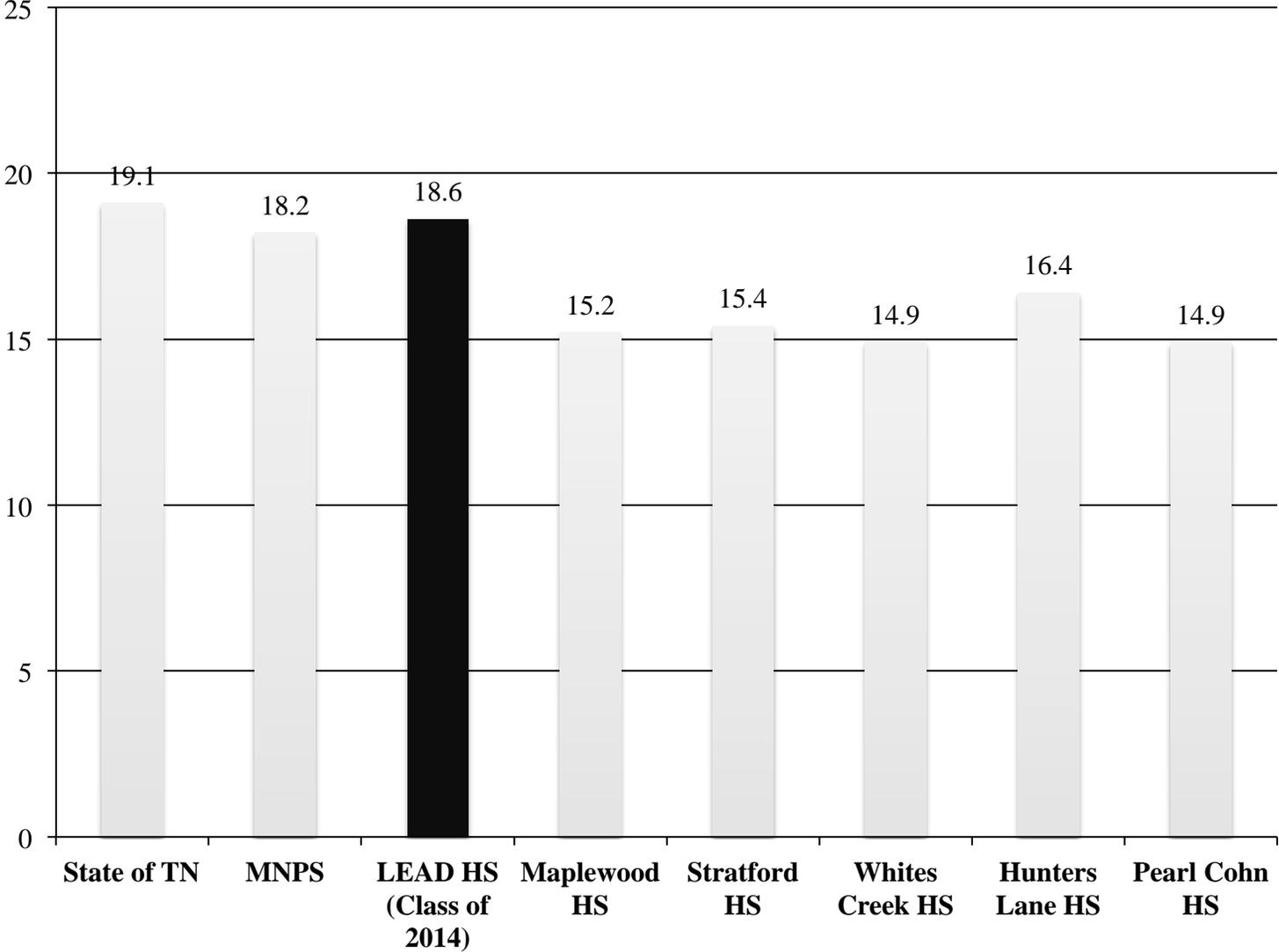
ACT 21+	Composite	English	Math	Reading	Science
2013-2014 LEAD Academy	30%	59%	18%	32%	16%
2013 National African American		34%	14%	16%	10%
2013 National First-Generation		42%	22%	24%	17%
2013 National		64%	44%	44%	36%
2013 Tennessee		58%	29%	36%	27%
2013 MNPS		46%	19%	25%	18%

Average ACT Scores

Average ACT Scores	Composite	English	Math	Reading	Science
2014 LEAD Academy	18.6	18.7	17.8	18.6	19.1
2013 TN - Black/African American	16.3	15.5	16.4	16.3	16.5
2013 TN - All students	19.5	19.3	19.1	19.8	19.4
2013 MNPS	18.2	17.7	17.8	18.4	18.4

ACT Composite Scores (2012-13) as compared to the 2013-14 LEAD Composite Scores	
State of TN	19.1
MNPS	18.2
LEAD HS (2013-14 graduates)	18.6
Maplewood HS	15.2
Stratford HS	15.4
Whites Creek HS	14.9
Hunters Lane HS	16.4
Pearl Cohn HS	14.9

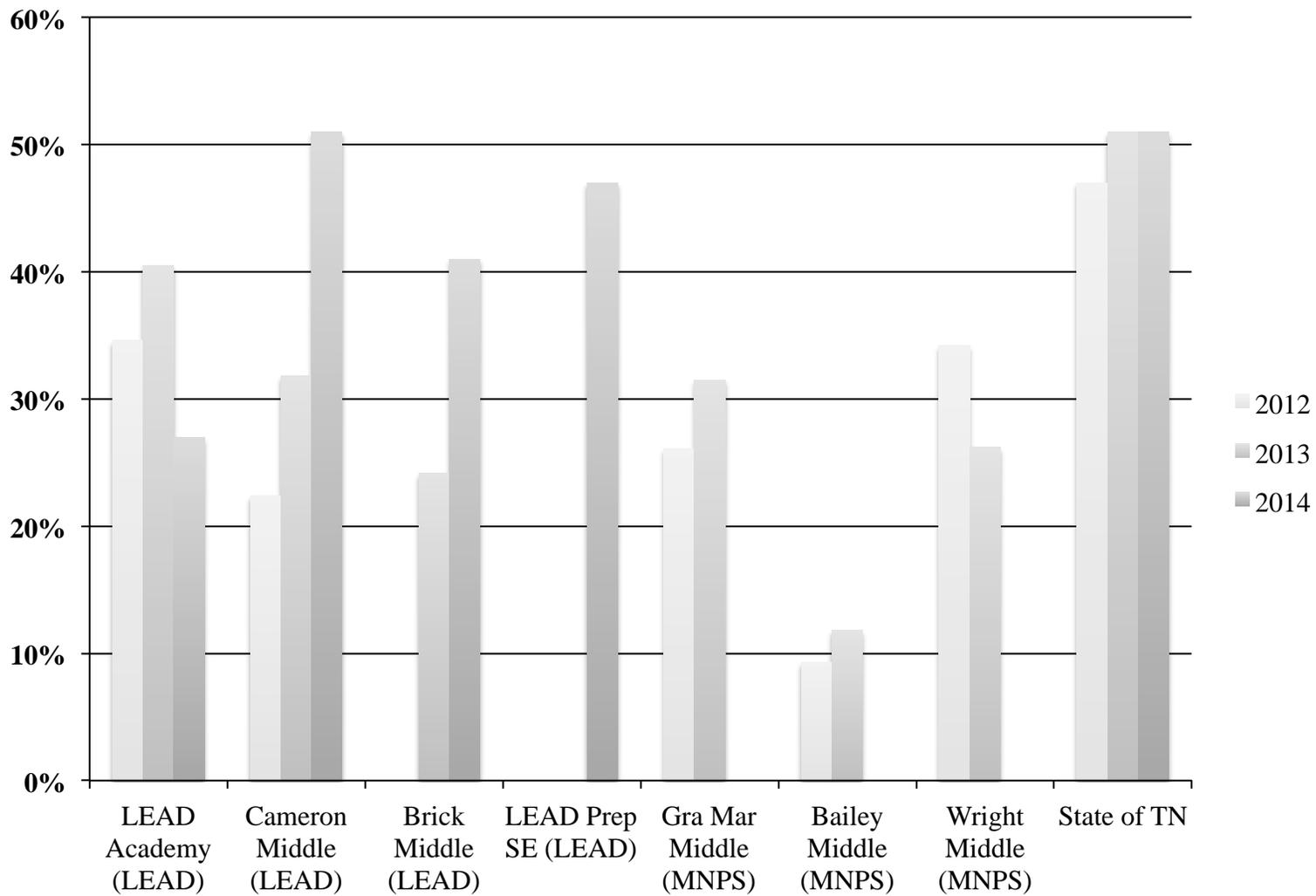
Average ACT Scores 2013



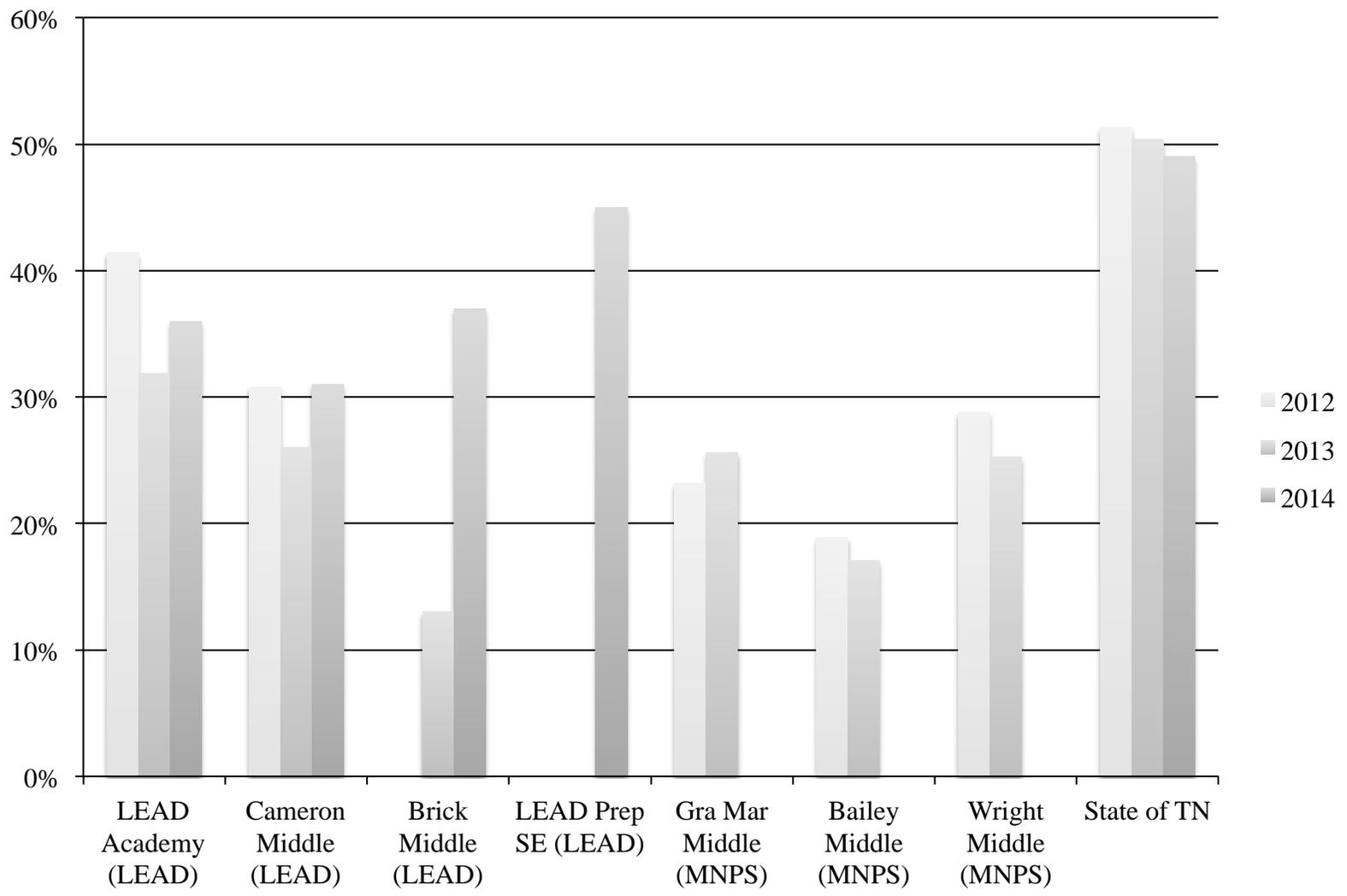
TCAP Data – Middle Schools

2012 - 2013 - 2014

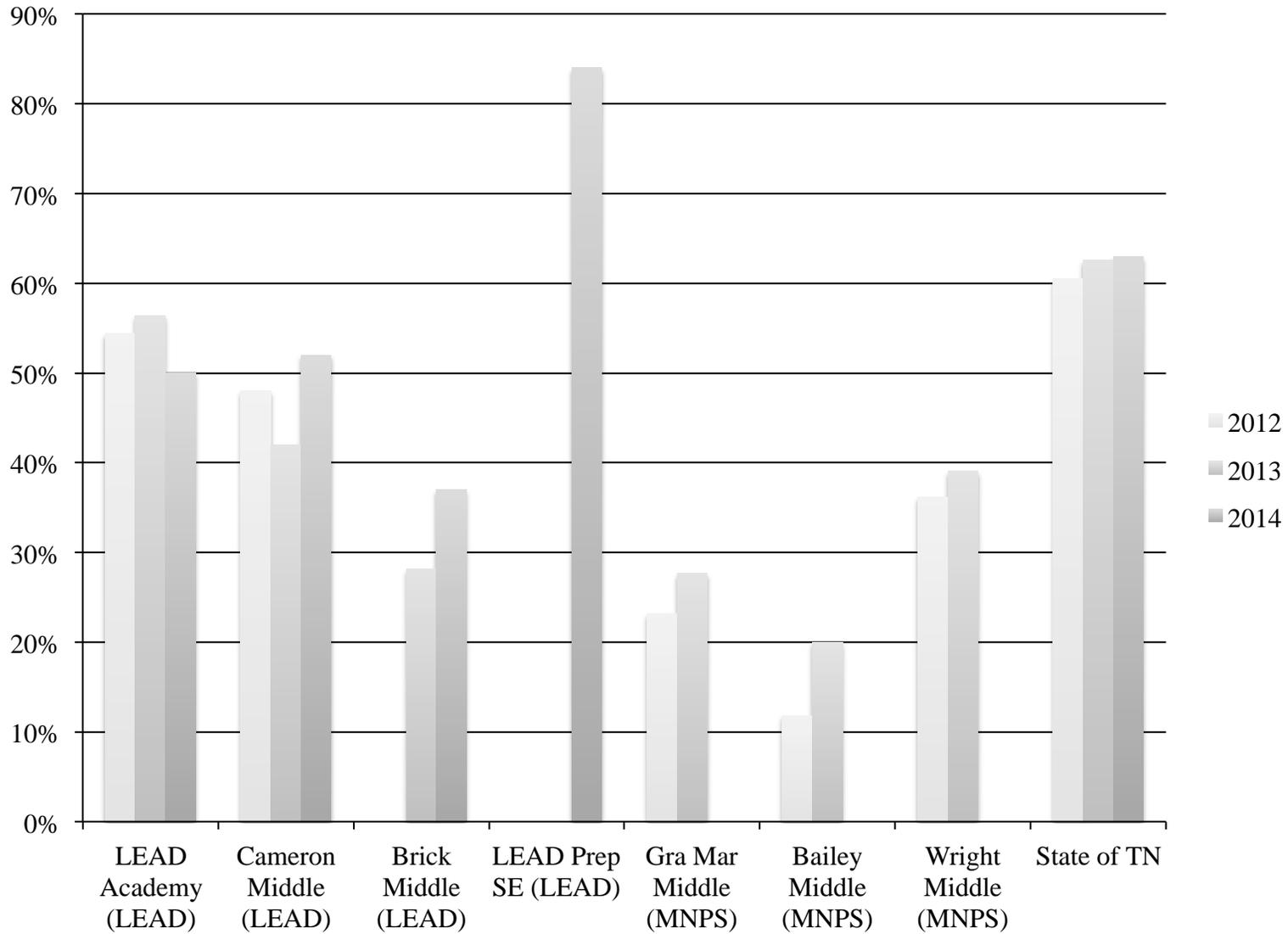
Tennessee TCAP - Math All Students



Tennessee TCAP - Reading All Students

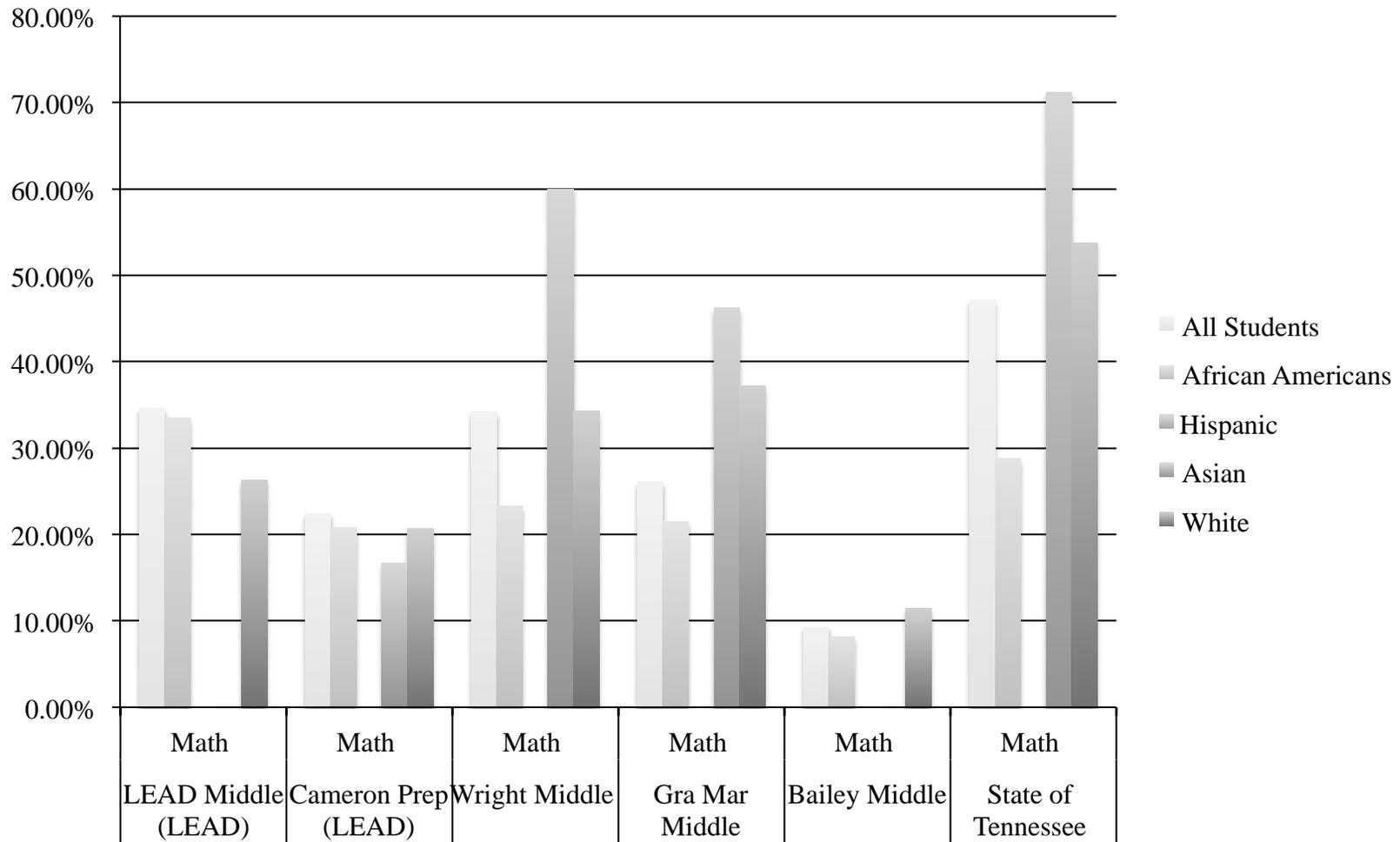


Tennessee TCAP - Science All Students

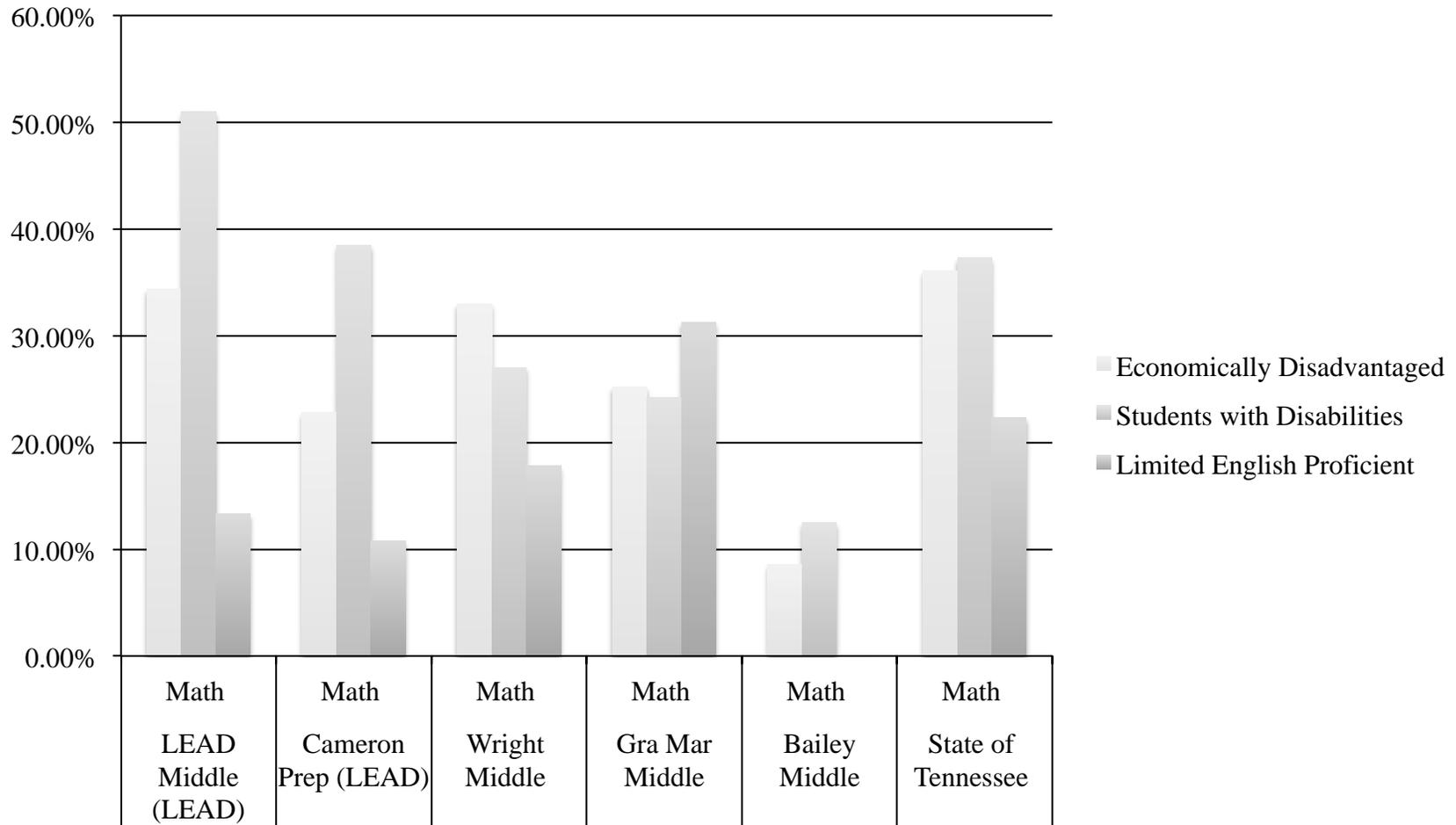


Tennessee Comprehensive
Assessment Program (TCAP)
Proficiency by Subgroup
2011-12 & 2012-13

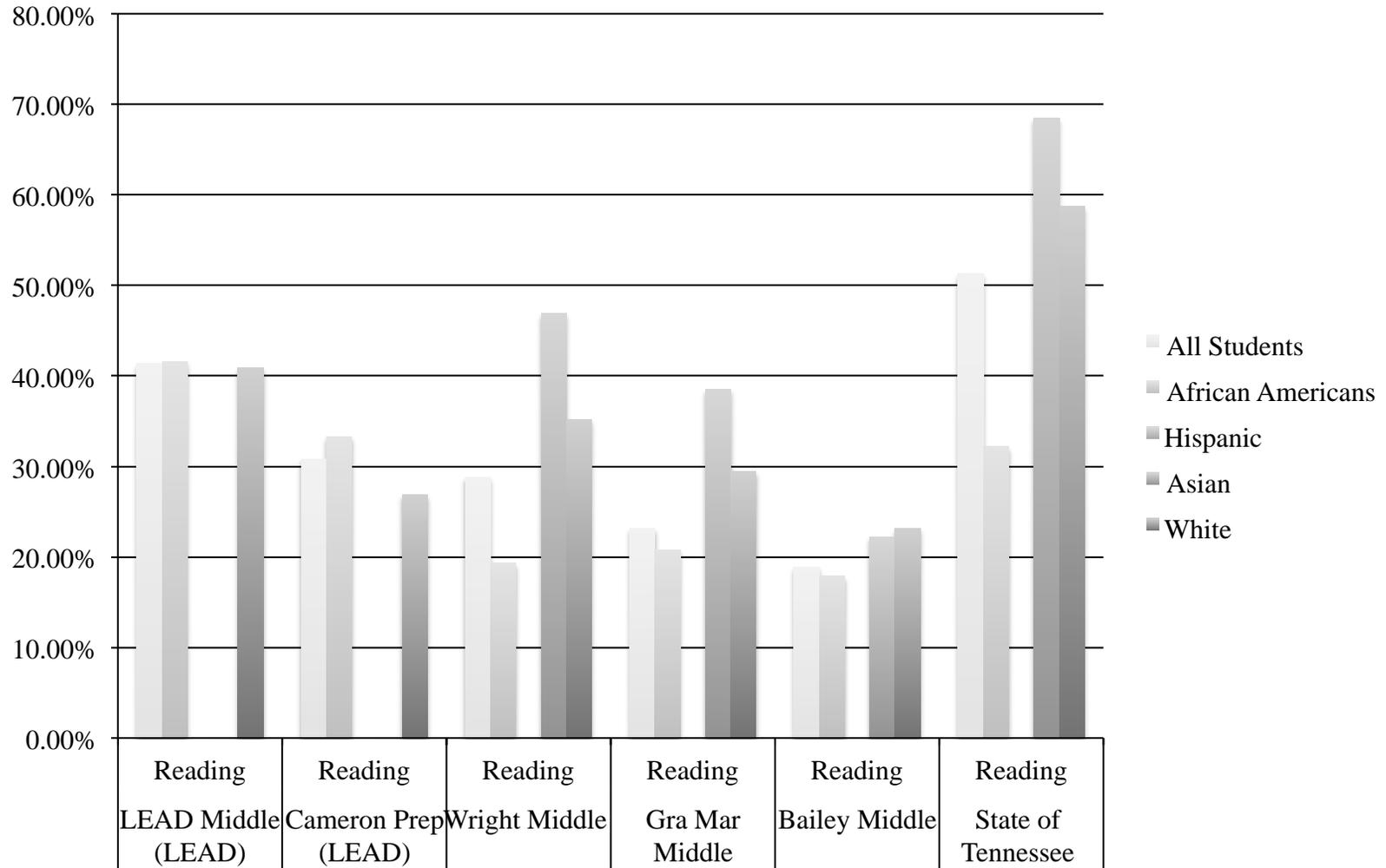
Tennessee TCAP - Math Proficiency by Race and Ethnicity (2011-12)



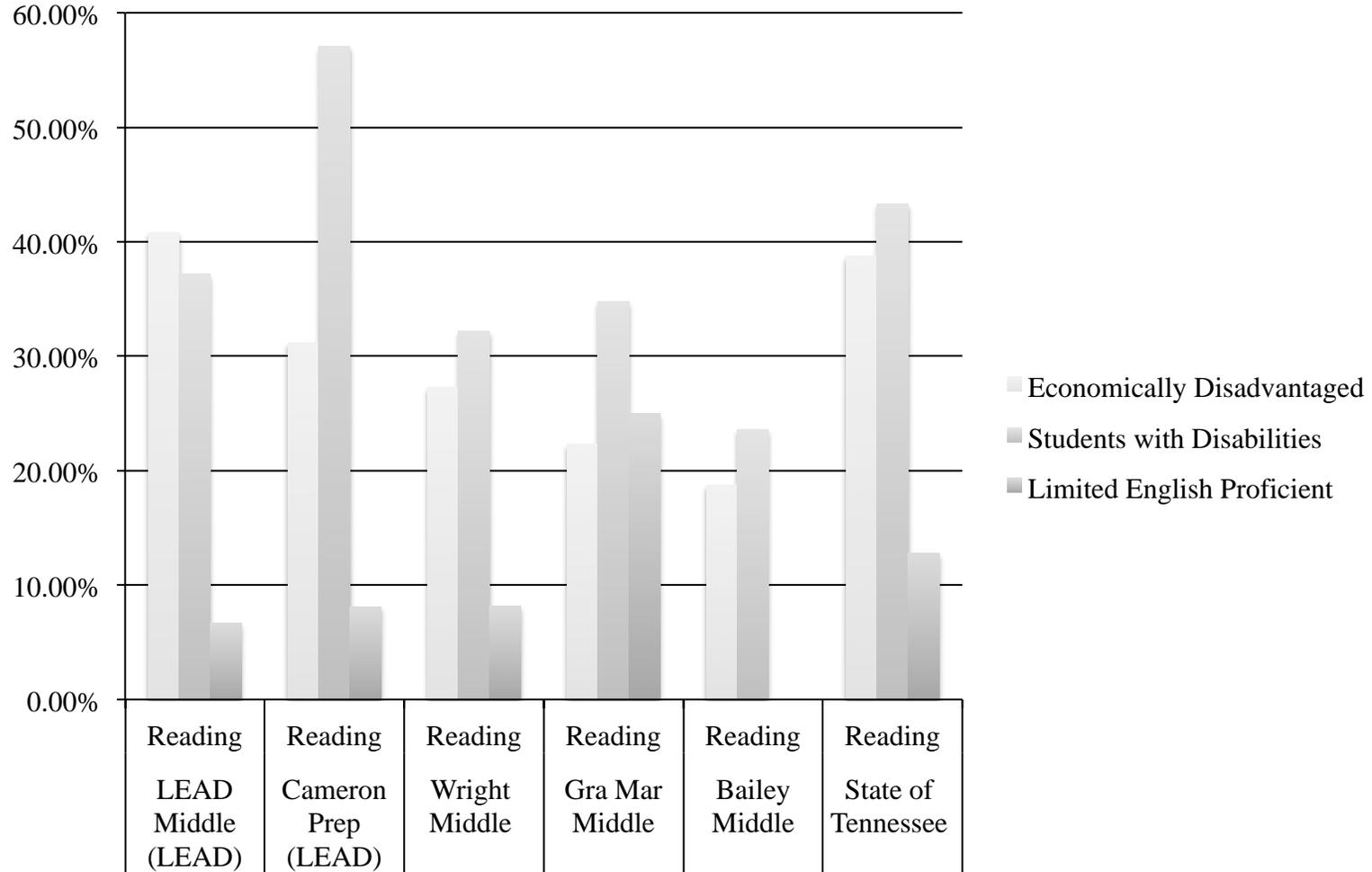
Tennessee TCAP - Math Proficiency by Special Population (2011-12)



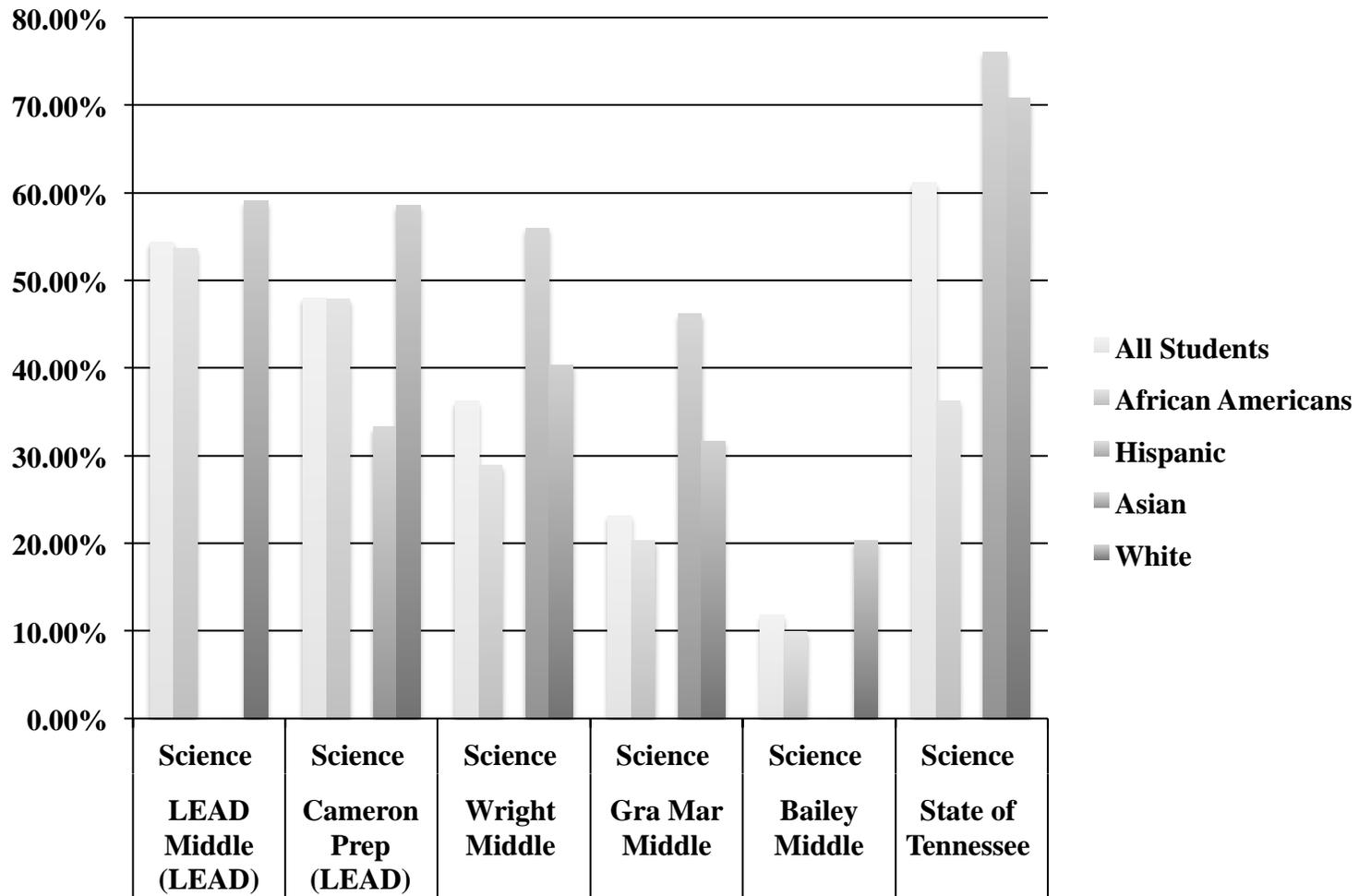
Tennessee TCAP - Reading Proficiency by Race and Ethnicity (2011-12)



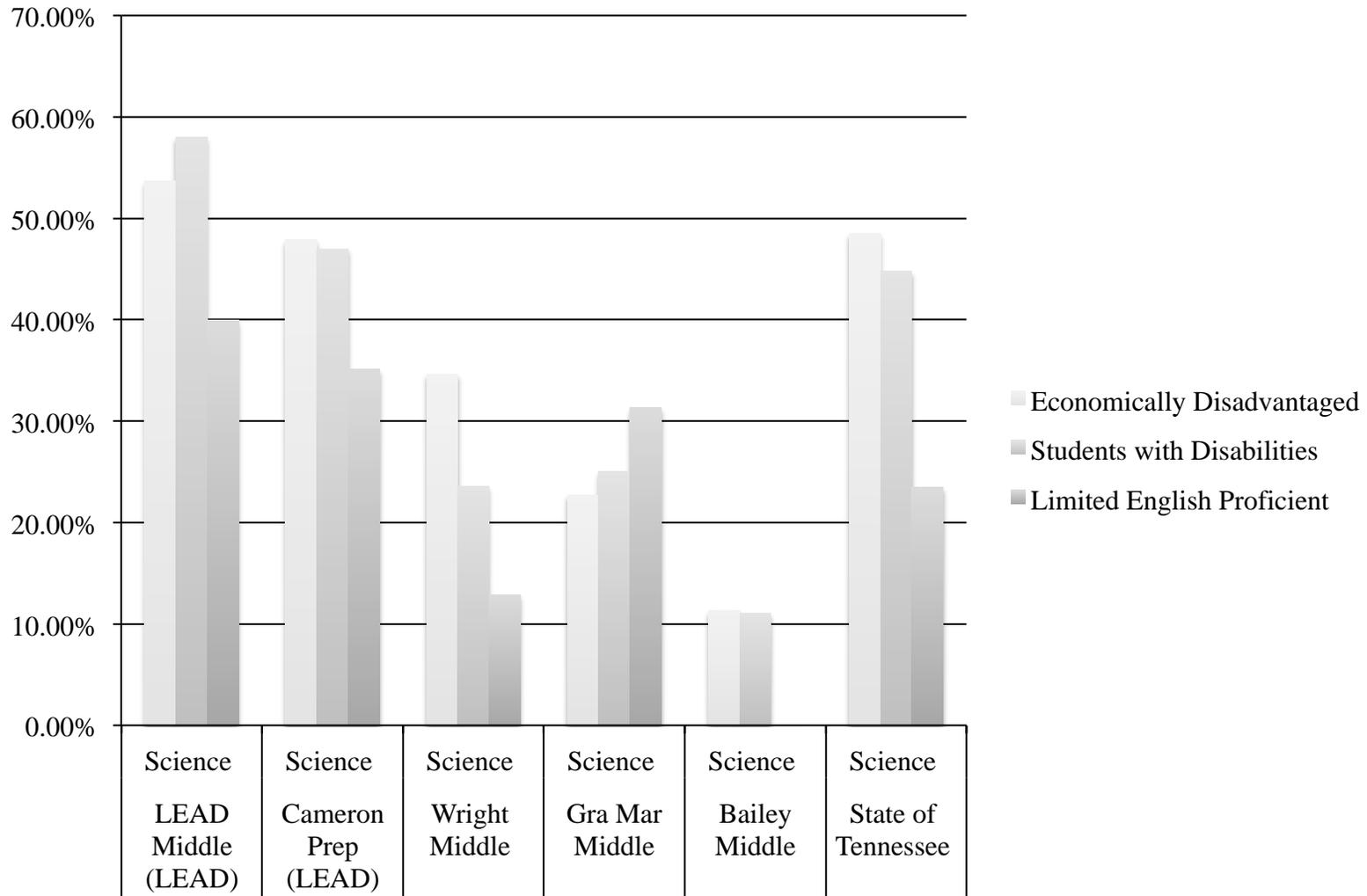
Tennessee TCAP - Reading Proficiency by Special Population (2011-12)



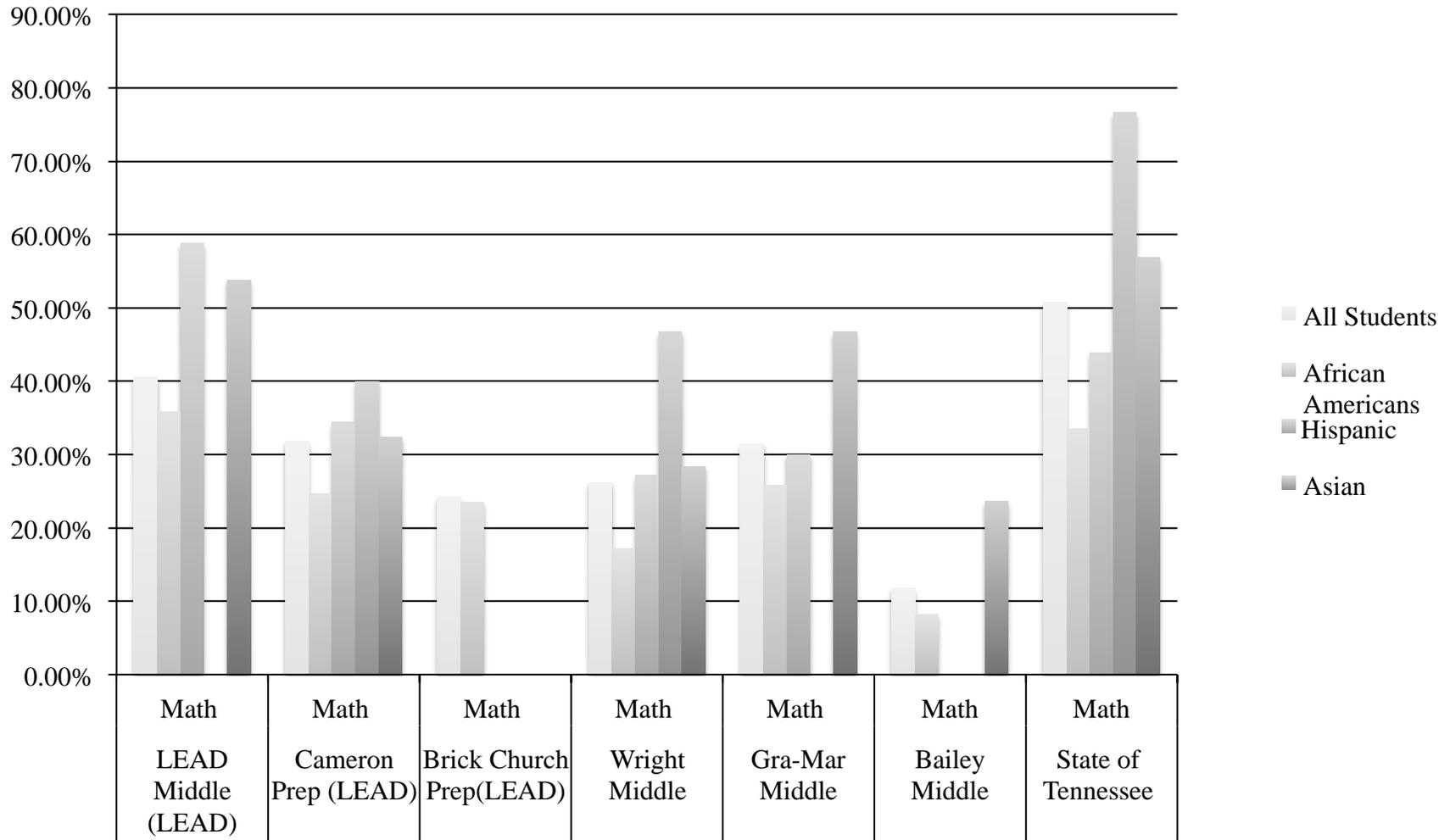
Tennessee TCAP - Science Proficiency by Race and Ethnicity (2011-12)



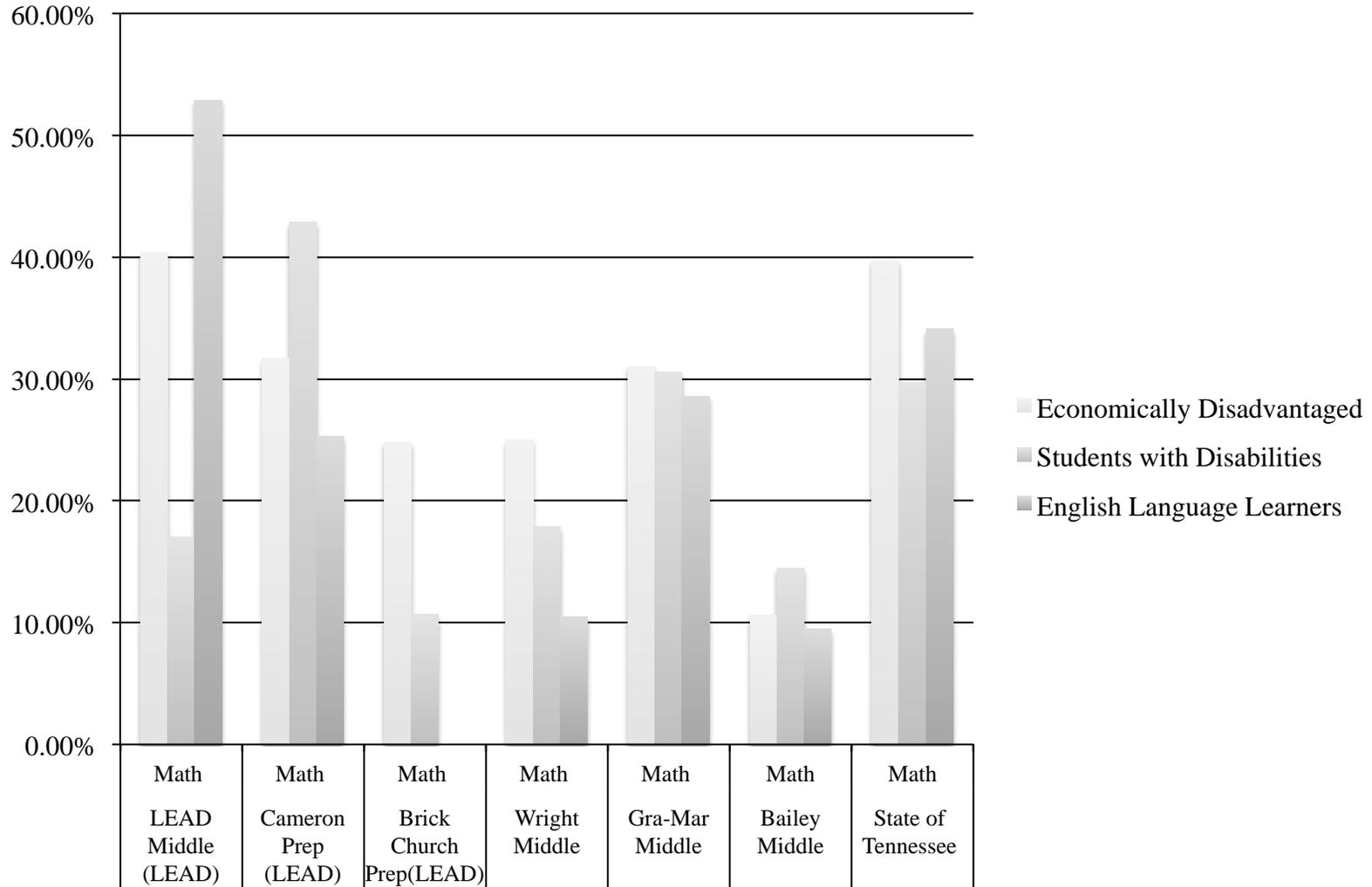
Tennessee TCAP - Science Proficiency by Special Population (2011-12)



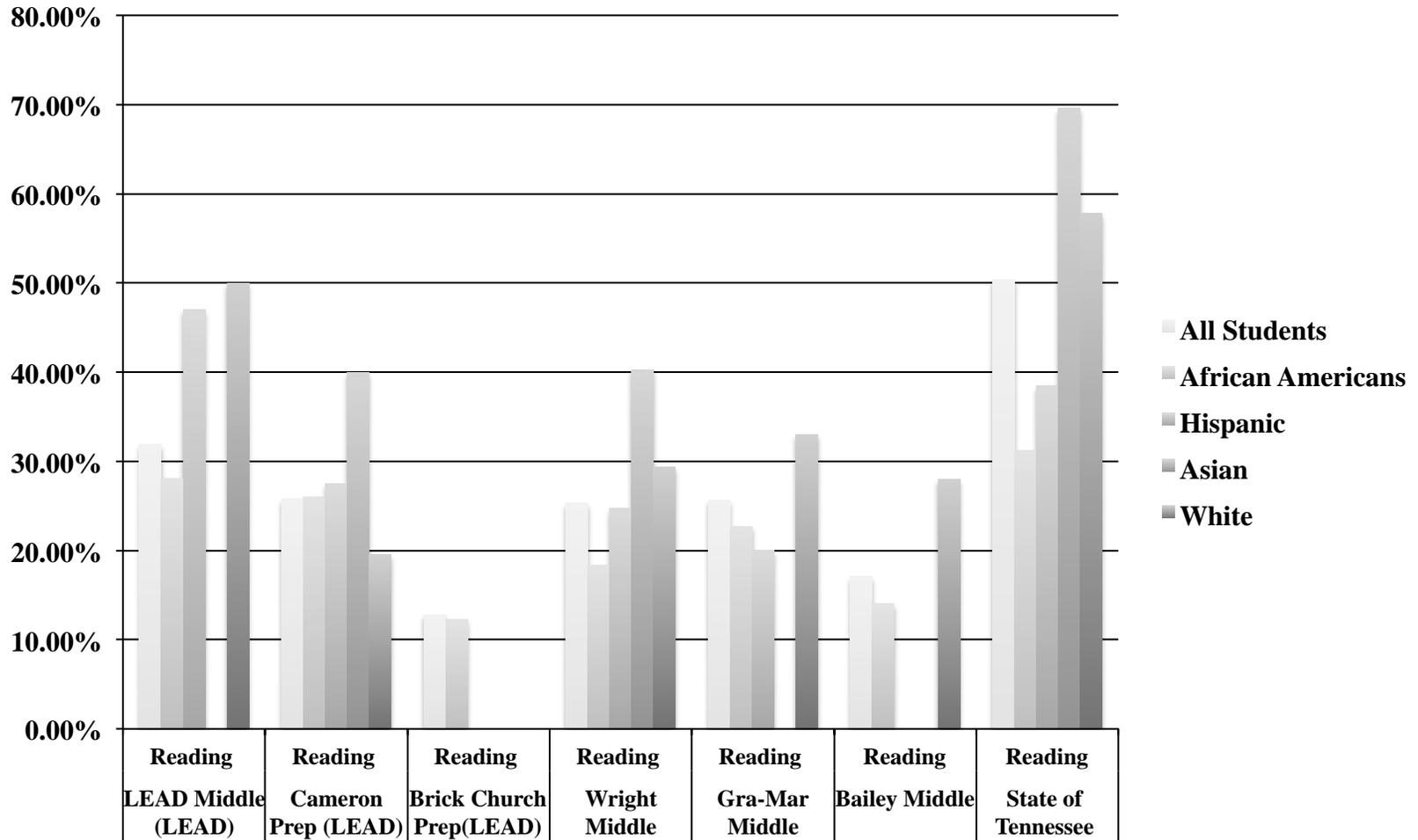
Tennessee TCAP - Math Proficiency by Race and Ethnicity (2012-13)



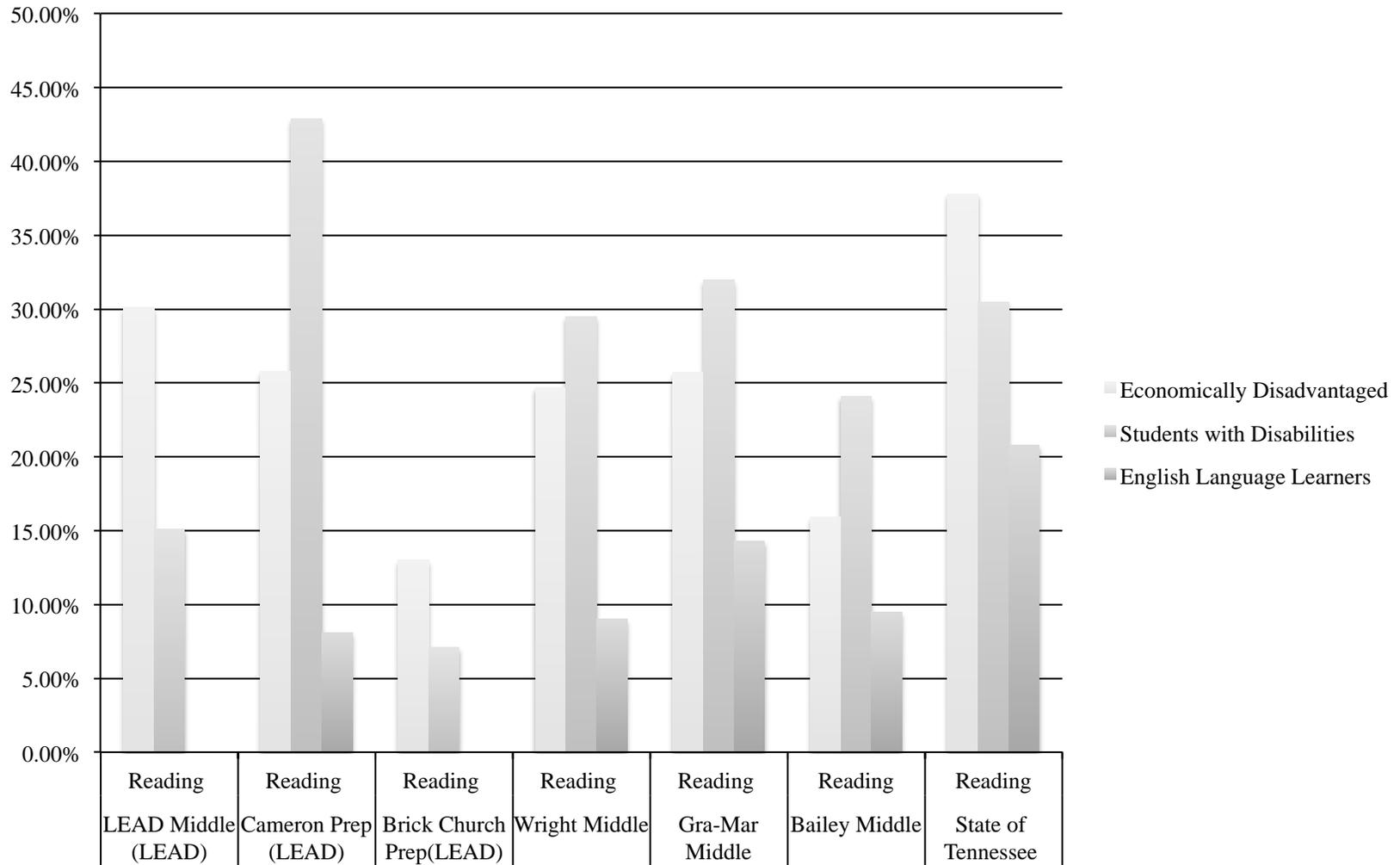
Tennessee TCAP - Math Proficiency by Special Population (2012-13)



Tennessee TCAP - Reading Proficiency by Race and Ethnicity (2012-13)



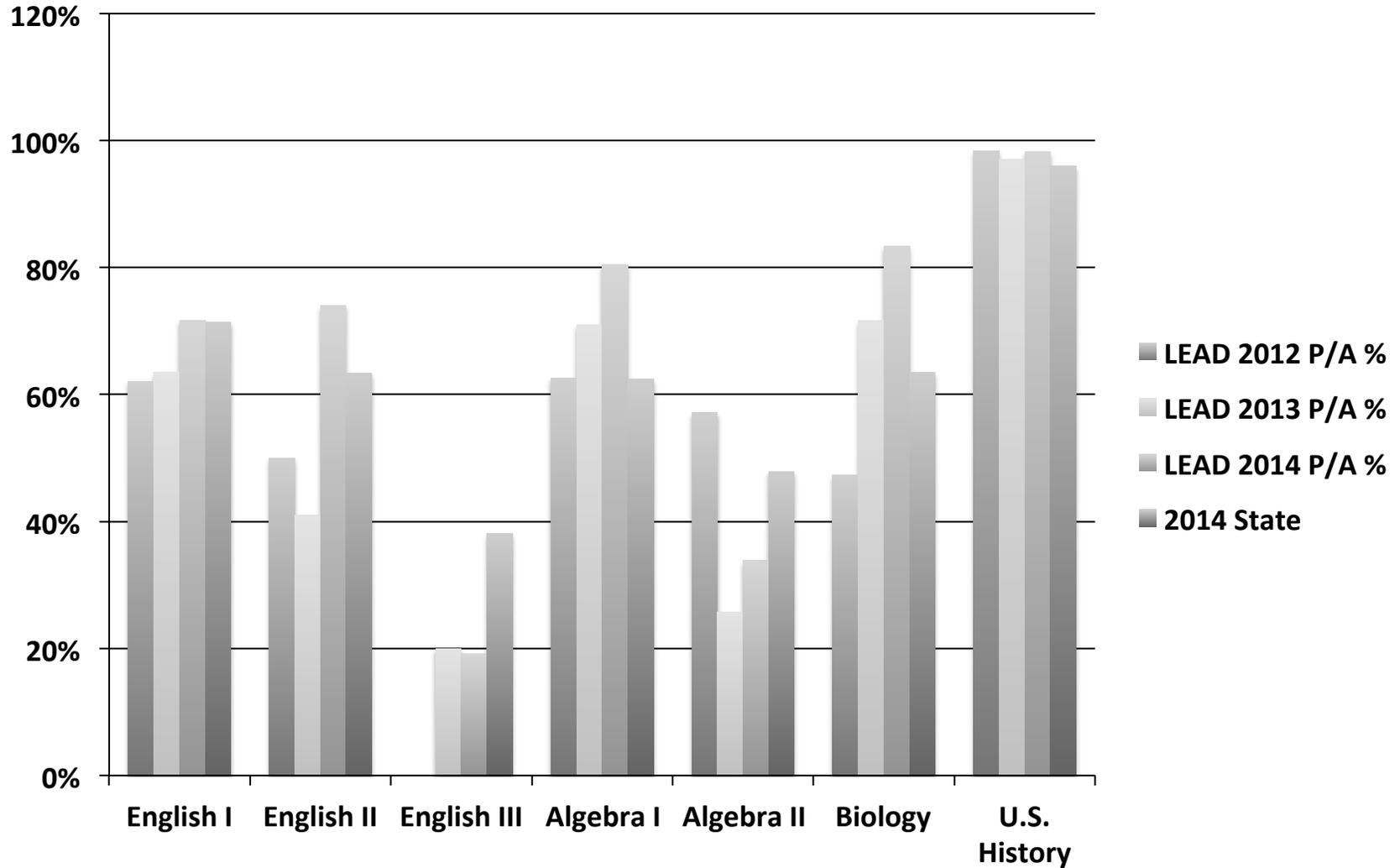
Tennessee TCAP - Reading Proficiency by Special Population (2012-13)



LEAD Academy High School Data

2012 – 2013 - 2014

LEAD Academy End of Course Proficiency 2012 - 2013 - 2014



**High School Performance by Subgroup
2011 - 2012**

2011-12 High School End of Course Performance (% Proficient)								
	English I		English II		Algebra I		Algebra II	
	Lead Academy	State of TN						
All Students	62%	66%	49%	60%	63%	60%	57%	33%
African American	62%	47%	49%	39%	63%	41%	57%	14%
Hispanic	*	56%	*	48%	*	53%		
Asian	*	79%	*	74%	*	84%		
White	60%	73%	*	68%	50%	66%		
Economically Disadvantaged	58%	53%	45%	46%	61%	48%	46%	20%
Students with Disabilities	*	71%	20%	18%	50%	64%	*	
English Language Learners	*	14%			*	27%		

**High School Performance by Subgroup
2012 2013**

2012-13 High School End of Course Performance (% Proficient)								
	English II		English III		Algebra I		Algebra II	
	Lead Academy	State of TN						
All Students	41%	60%	20%	40%	71%	60%	26%	42%
African American	42%	38%	18%	20%	72%	44%	22%	22%
Hispanic	42%	48%	**	29%	**	56%	**	34%
Asian		75%		55%		77%	**	70%
White	**	68%		47%	**	67%	**	49%
Economically Disadvantaged	37%	45%	23%	27%	74%	51%	22%	29%
Students with Disabilities	10%	24%	**	8%	46%	28%	**	14%
English Language Learners	**	14%		5%	**	36%	**	17%

High School Performance by Subgroup 2013 - 2014

Comparative Data Not Yet Available

Mobility Rates and Attendance Data

2011-12 & 2012-13

Student Mobility

Student Mobility Rates (2012-13)	
LEAD Academy	21%
Cameron College Prep	48%
Brick Church College Prep	61%
LEAD Prep Southeast	N/A

Student Mobility Rates (2013-14)	
LEAD Academy	15%
Cameron College Prep	43%
Brick Church College Prep	64%
LEAD Prep Southeast	18%

Note:” Mobility data is unavailable for 2011 - 2012

Attendance Data 2012 – 2013 - 2014

Attendance Rates for the 2011-12 school year by subgroup	
LEAD Middle/High School	98%
African American	98%
Hispanic	98%
Asian	100%
White	98%
Free Lunch	98%
Reduced Priced Lunch	99%
Students with Disabilities	98%
Limited English Proficient	99%
Cameron College Prep	96%
African Americans	96%
Hispanic	97%
Asian	97%
White	94%
Free Lunch	96%
Reduced Priced Lunch	97%
Students with Disabilities	95%
Limited English Proficient	97%

Attendance Rates for the 2012-2013 school year by subgroup	
LEAD Middle/High School	97%
African Americans	97%
Hispanic	98%
Asian	99%
White	96%
Free Lunch	96%
Reduced Priced Lunch	98%
Students with Disabilities	96%
Limited English Proficient	99%
Cameron College Prep	94%
African American	93%
Hispanic	96%
Asian	93%
White	93%
Free Lunch	94%
Reduced Priced Lunch	96%
Students with Disabilities	94%
Limited English Proficient	96%
Brick Church College Prep	93%
African American	93%
Hispanic	96%
Asian	92%
White	92%
Free Lunch	93%
Reduced Priced Lunch	98%
Students with Disabilities	91%
Limited English Proficient	97%

Attendance Data 2012 – 2013 - 2014

Attendance Rates for the 2013-14 school year by subgroup	
LEAD Middle/High School	96%
African American	96%
Hispanic	97%
Asian	99%
White	95%
Free Lunch	96%
Reduced Priced Lunch	98%
Students with Disabilities	95%
Limited English Proficient	98%
Cameron College Prep	94%
African Americans	92%
Hispanic	95%
Asian	97%
White	94%
Free Lunch	94%
Reduced Priced Lunch	94%
Students with Disabilities	92%
Limited English Proficient	95%

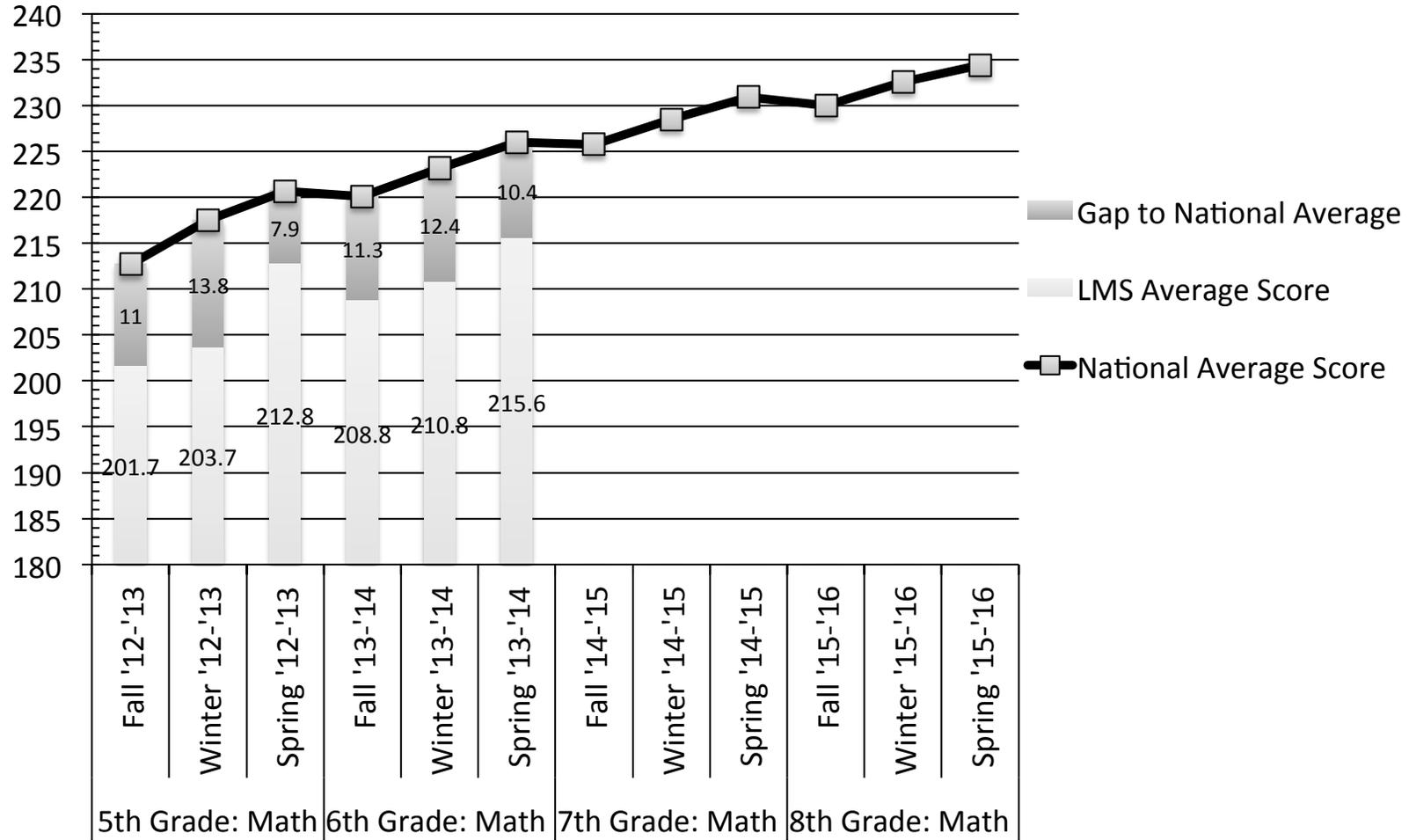
Attendance Rates for the 2013-14 school year by subgroup	
Brick Church College Prep	95%
African Americans	95%
Hispanic	99%
Asian	99%
White	93%
Free Lunch	95%
Reduced Priced Lunch	95%
Students with Disabilities	89%
Limited English Proficient	99%
LEAD Prep Southeast	96%
African Americans	96%
Hispanic	96%
Asian	100%
White	96%
Free Lunch	97%
Reduced Priced Lunch	95%
Students with Disabilities	97%
Limited English Proficient	97%

NWEA/MAP RIT Score Growth

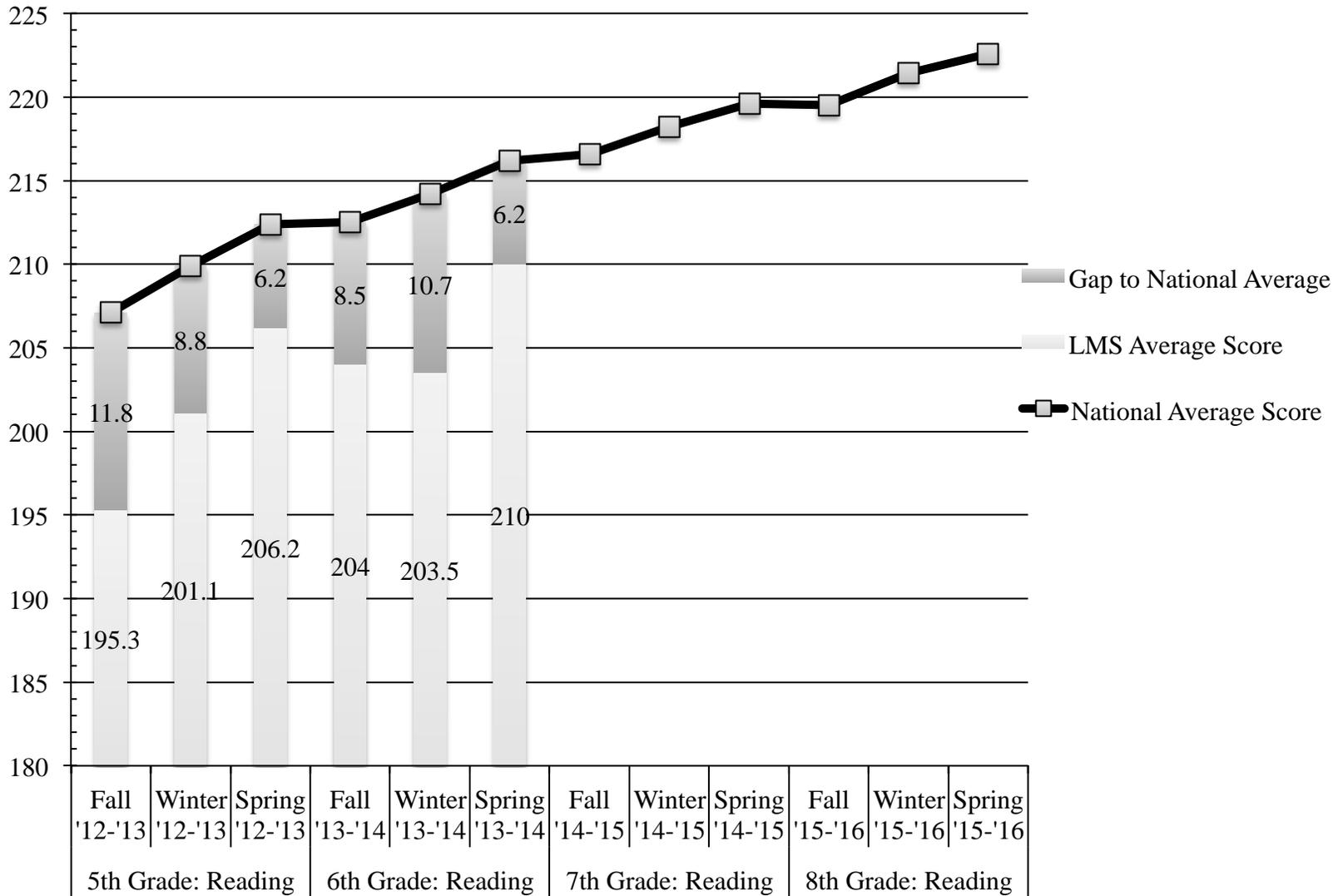
5th and 6th grade cohorts across LEAD schools

(note: BCCP data for the 5th grade in 2012-13 is for unmatched student group)

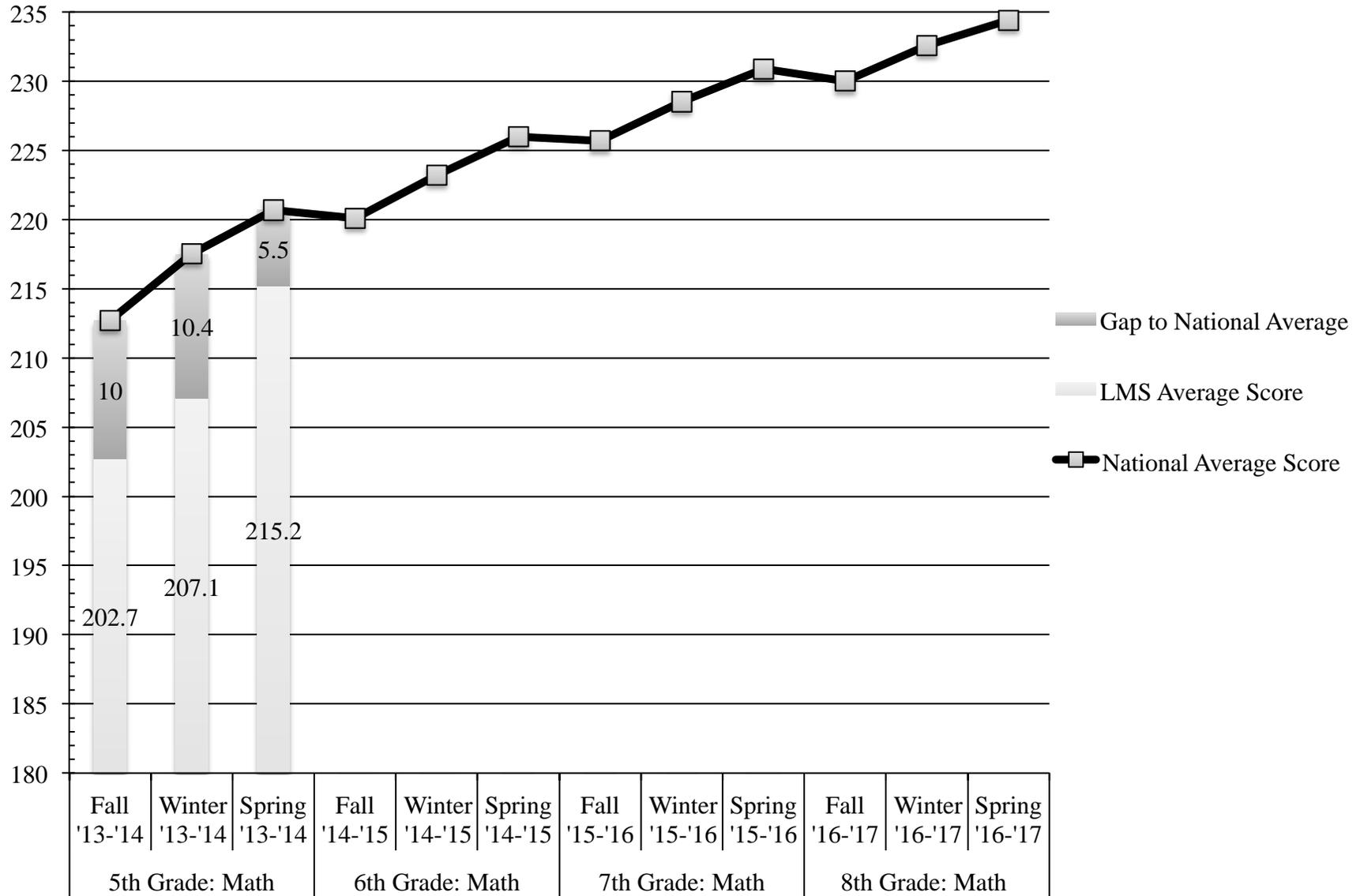
Lead Middle Average Math RIT Score for the 6th Grade Cohort (2013-14)



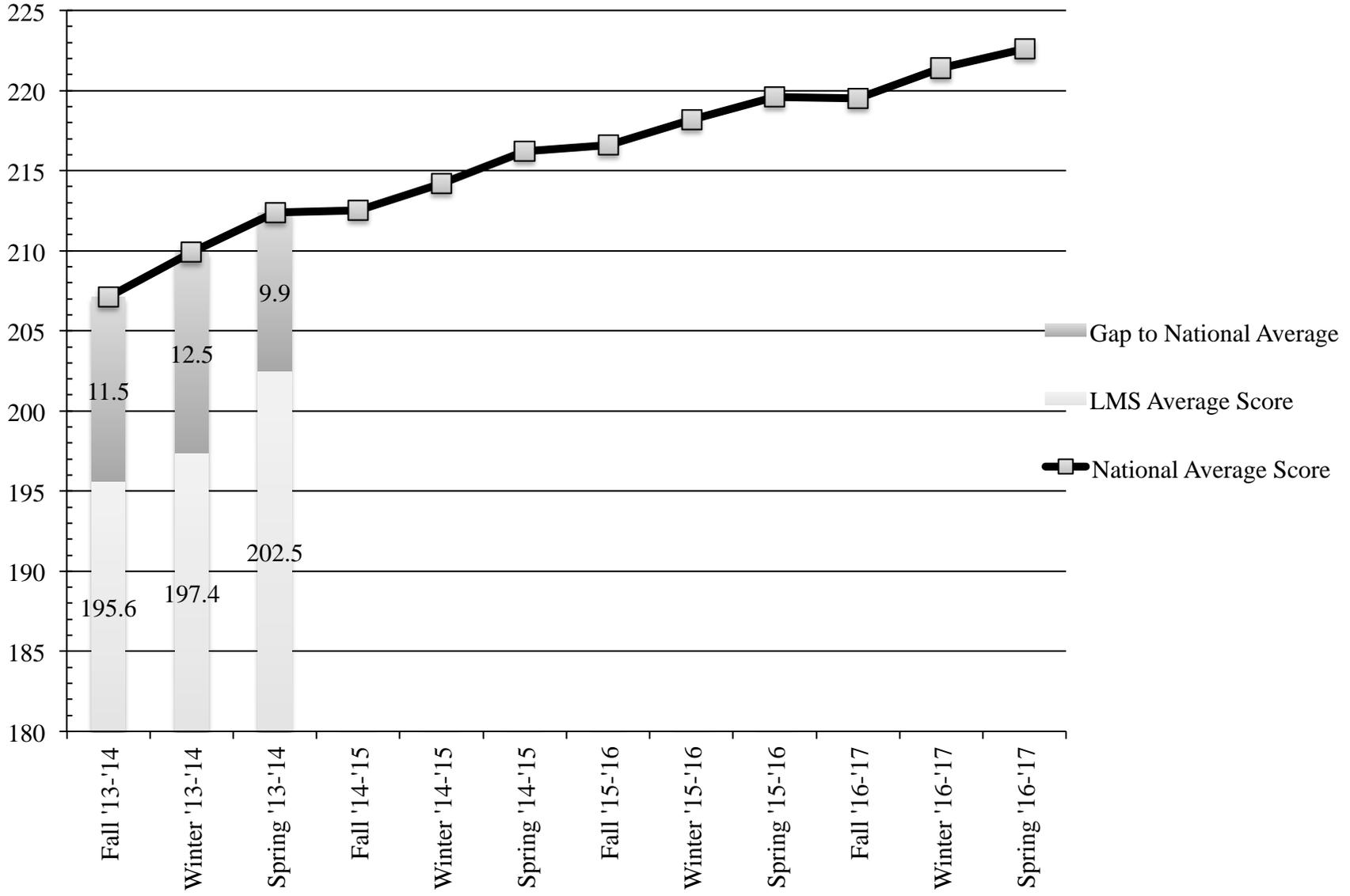
Lead Middle Average Reading RIT Score for the 6th Grade Cohort (2013-14)



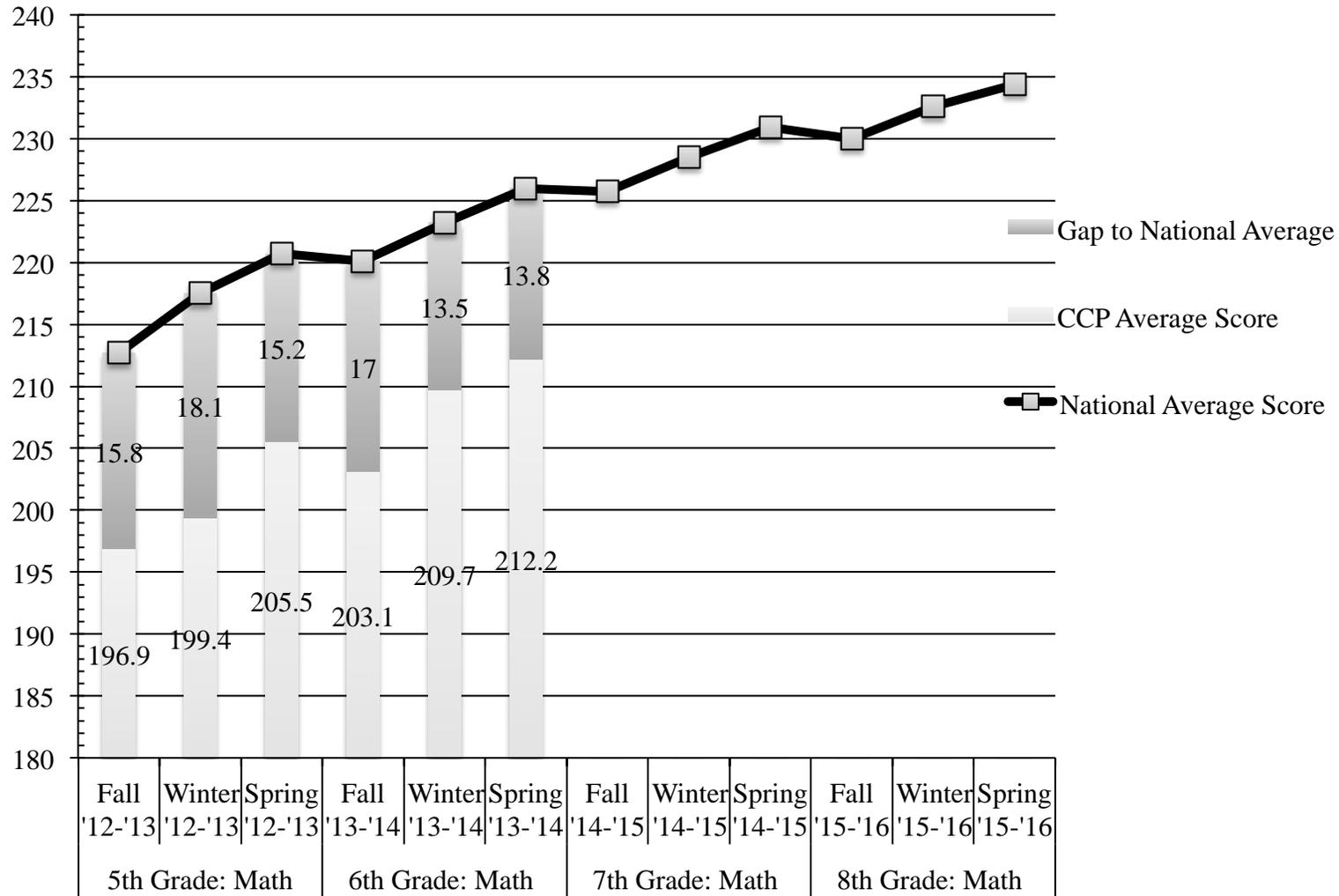
Lead Middle Average Math RIT Score for the 5th Grade Cohort (2013-14)



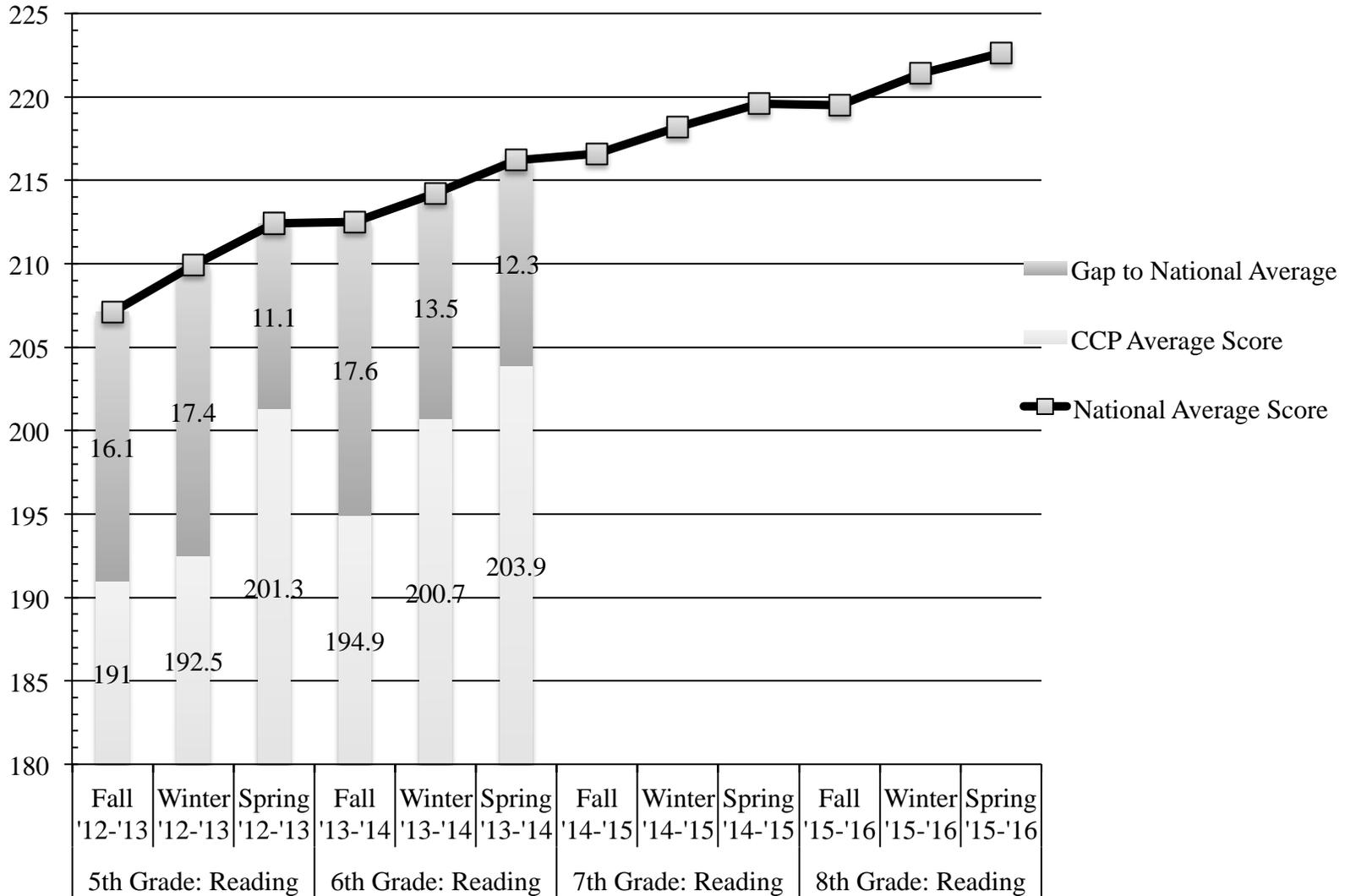
Lead Middle Average Reading RIT Score for the 5th Grade Cohort (2013-14)



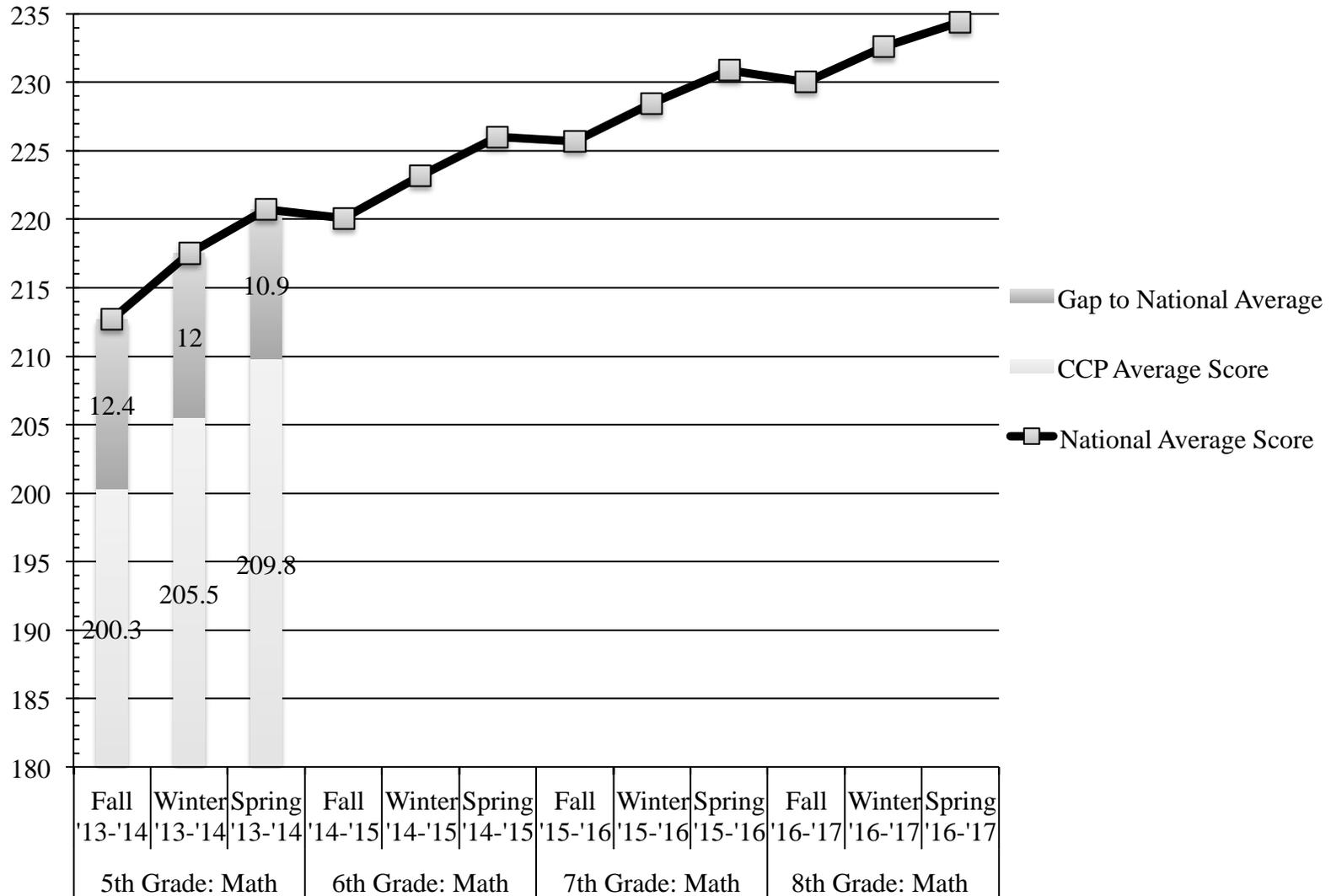
Cameron College Prep Average Math RIT Score for the 6th Grade Cohort (2013-14)



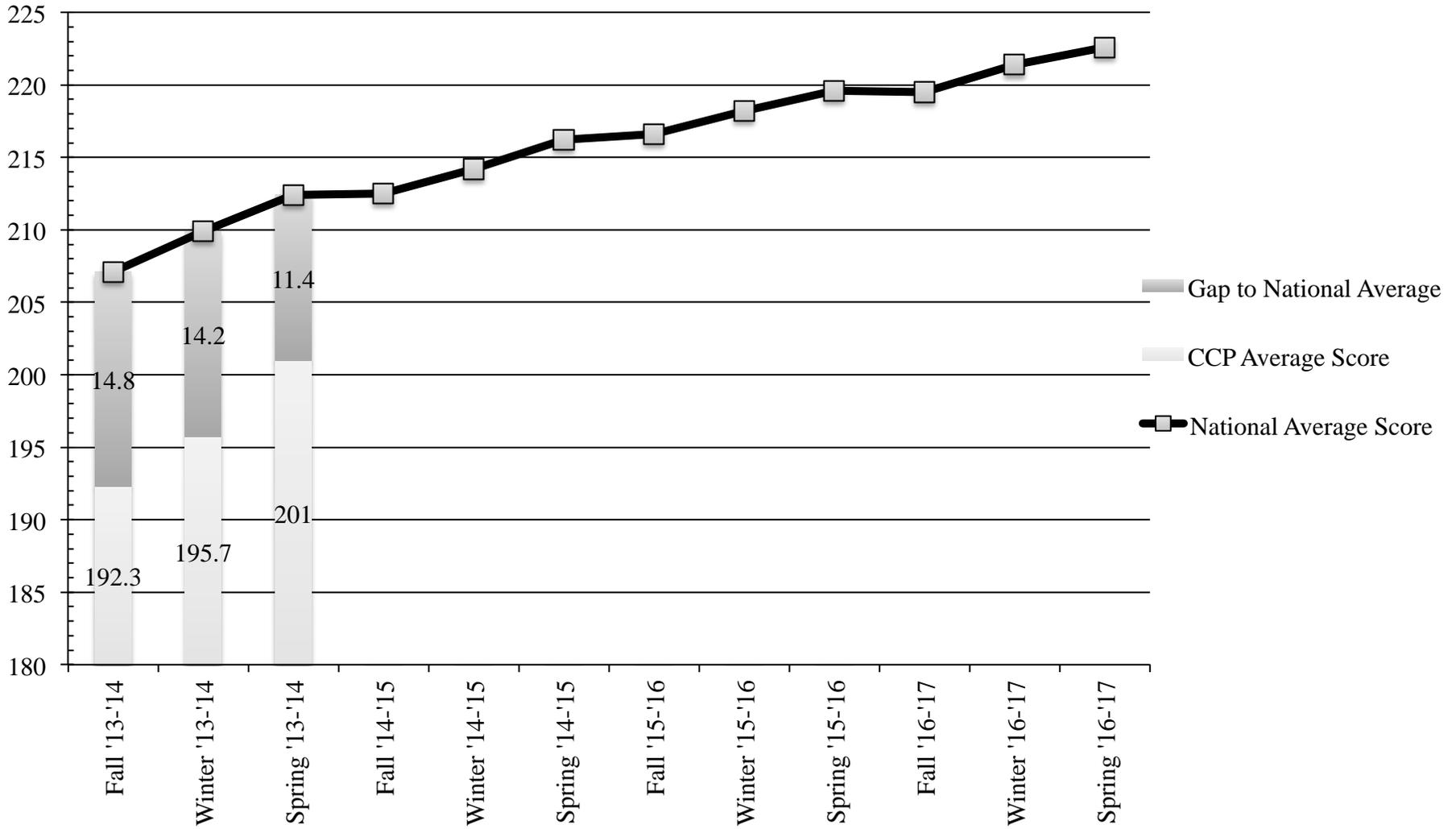
Cameron College Prep Average Reading RIT Score for the 6th Grade Cohort (2013-14)



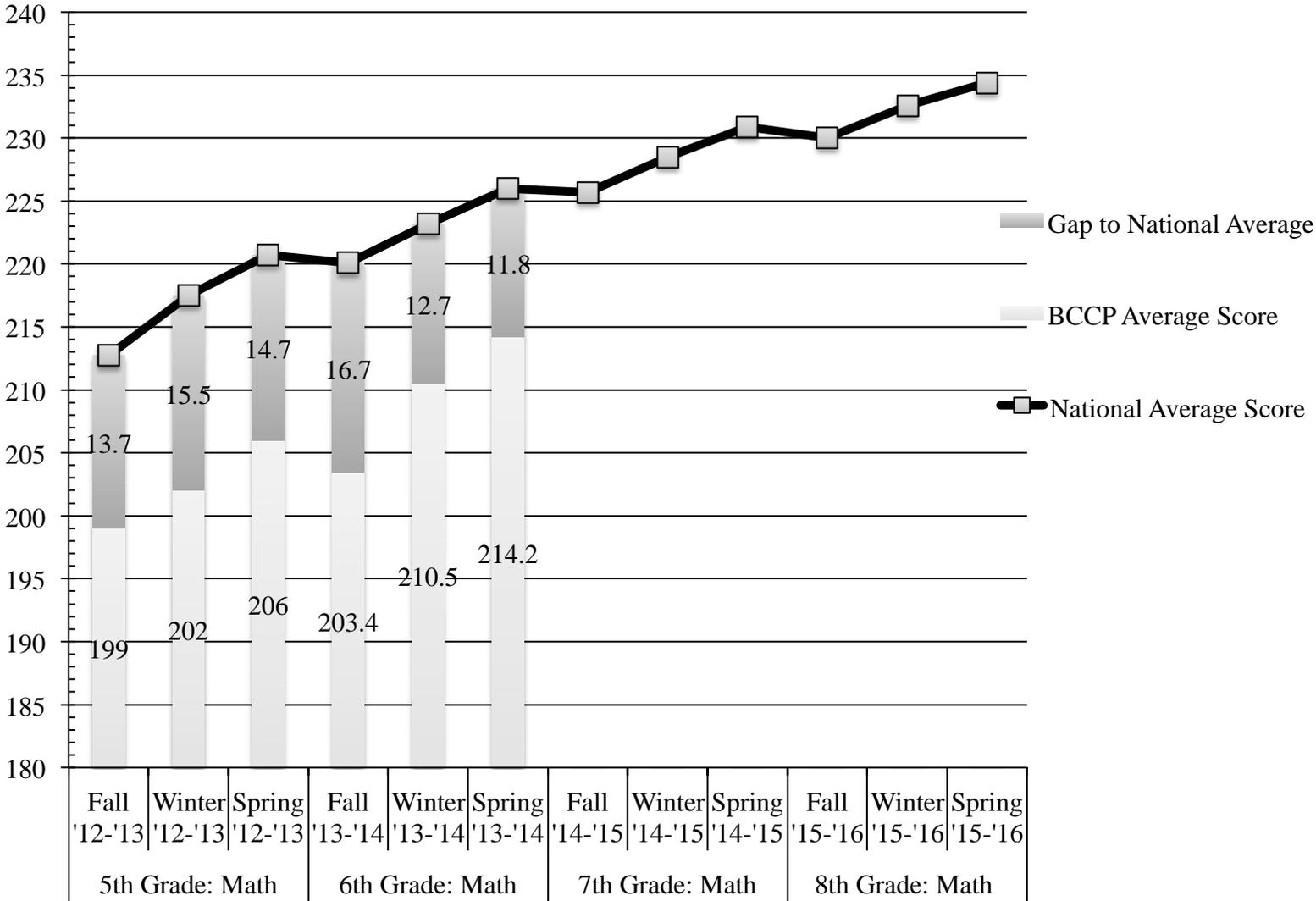
Cameron College Prep Average Math RIT Score for the 5th Grade Cohort (2013-14)



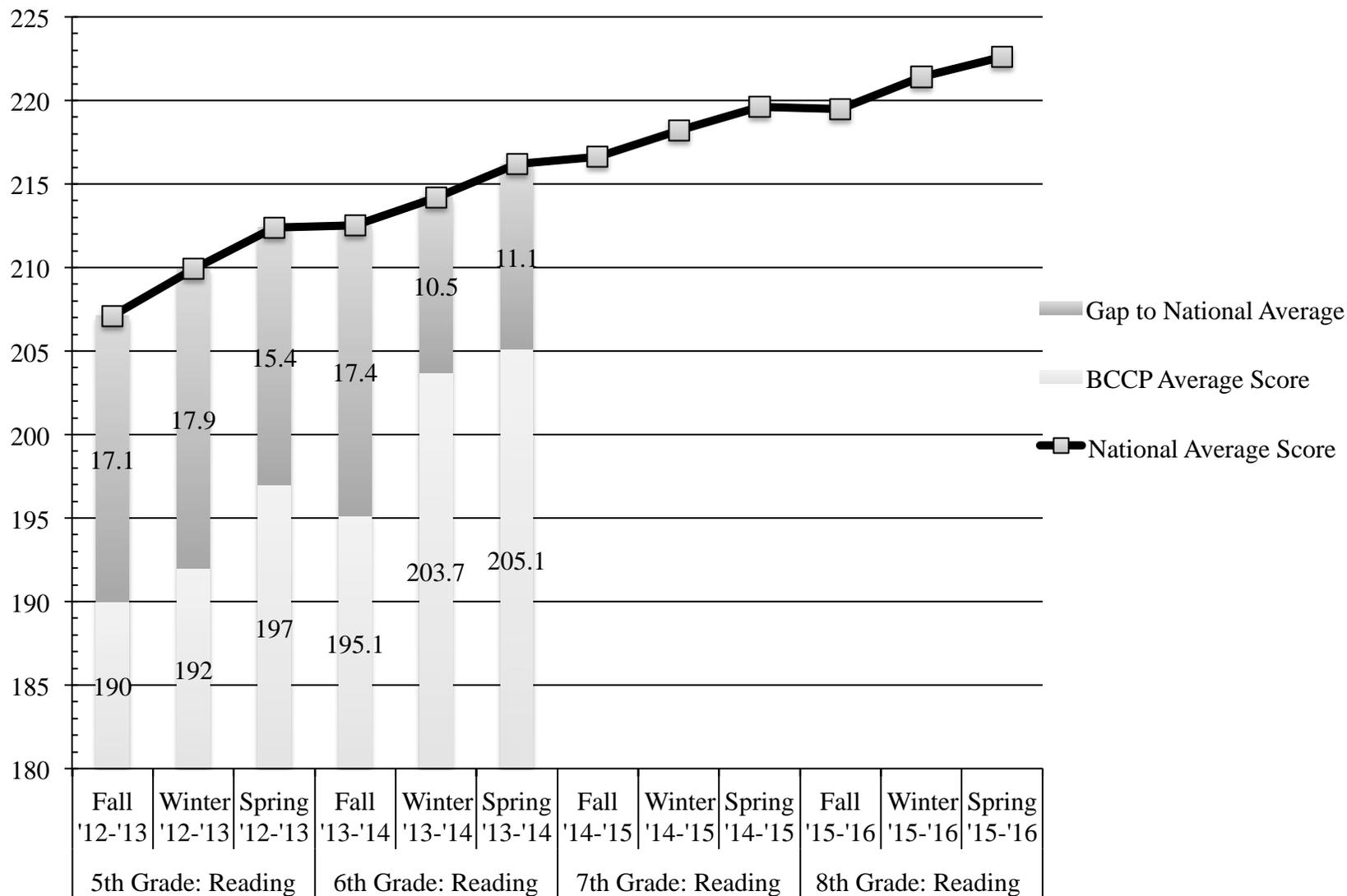
Cameron College Prep Average Reading RIT Score for the 5th Grade Cohort (2013-14)



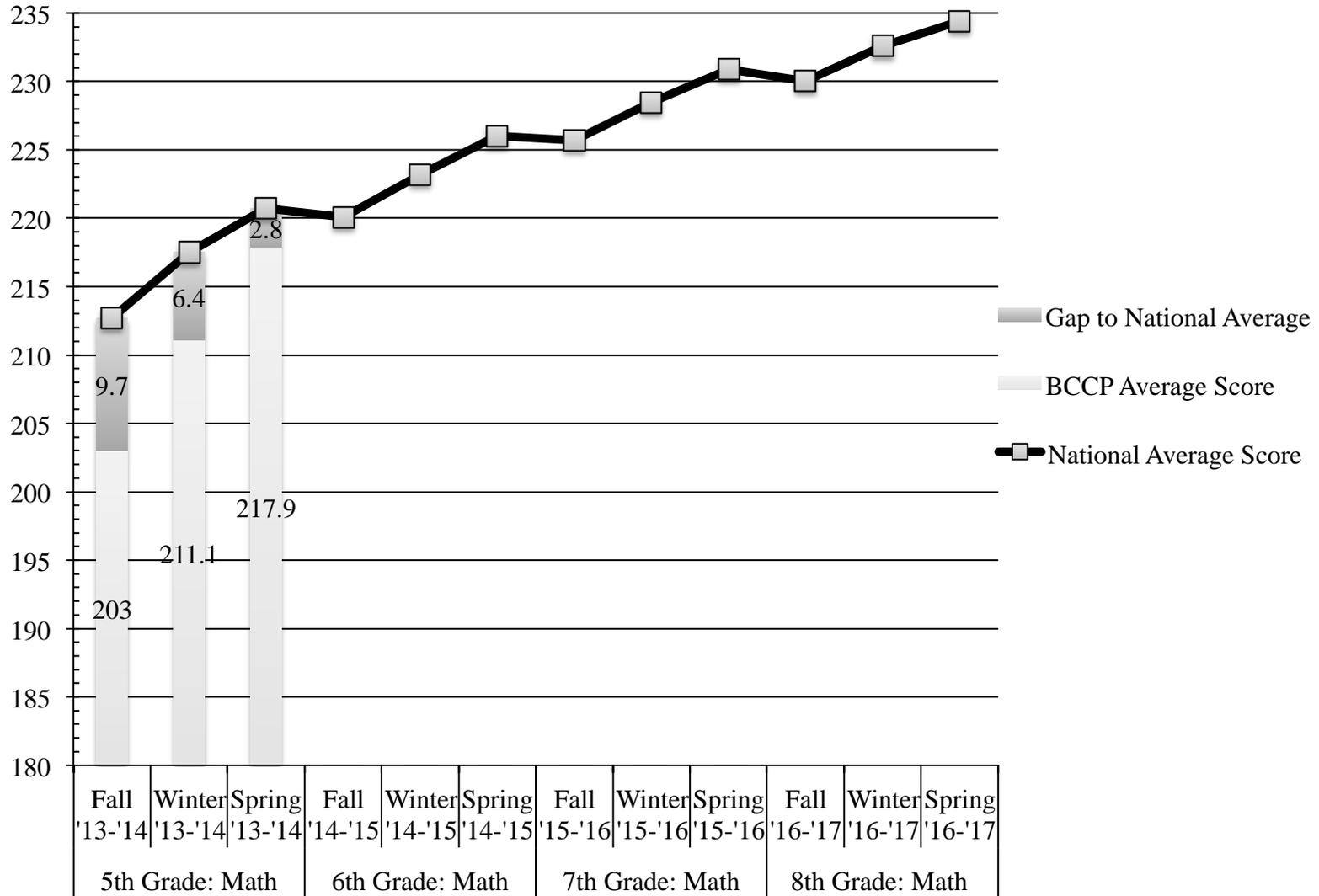
Brick Church College Prep Average Math RIT Scores for the 6th Grade Cohort (2013-14)



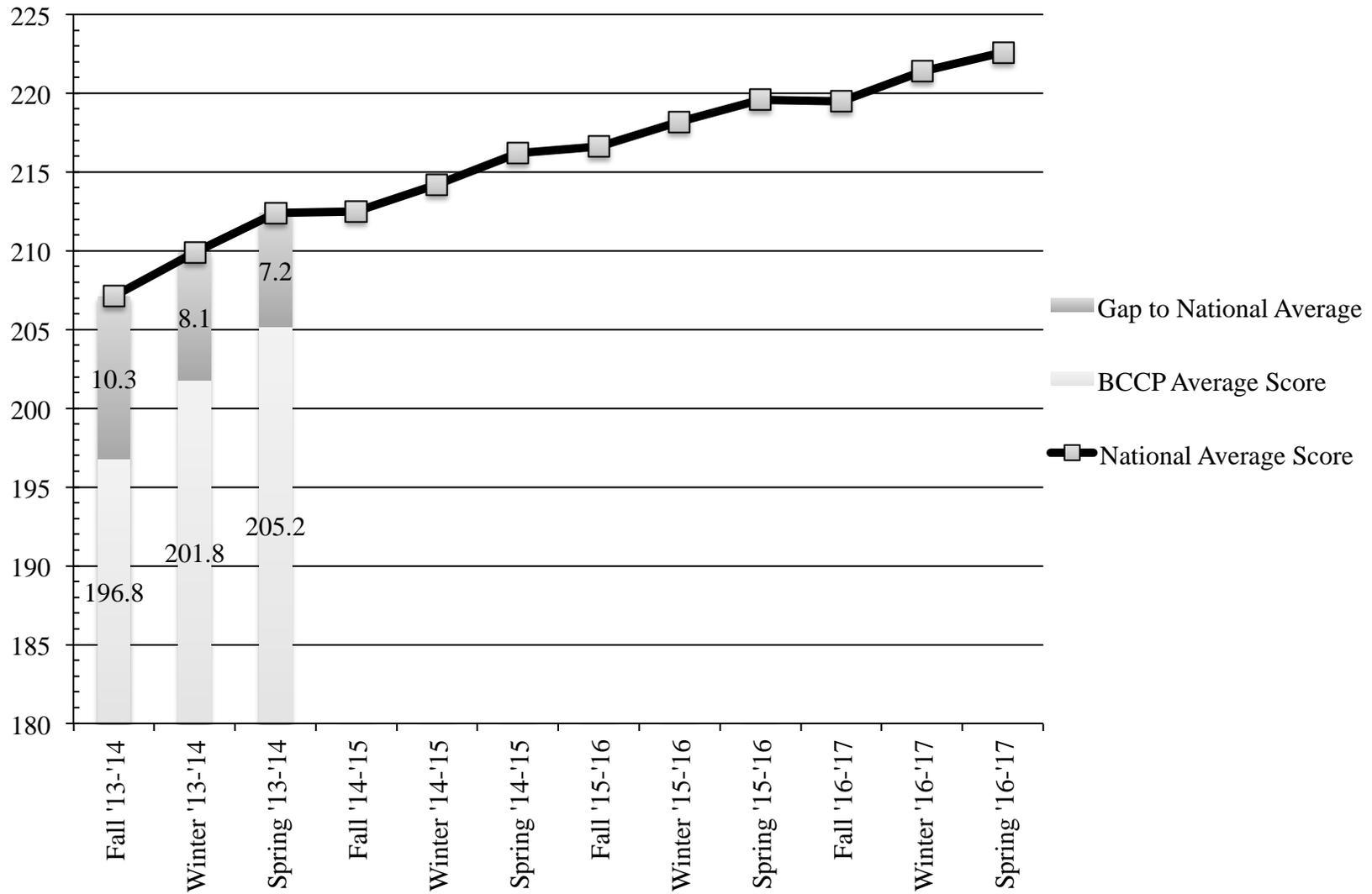
Brick Church College Prep Average Reading RIT Scores for the 6th Grade Cohort (2013-14)



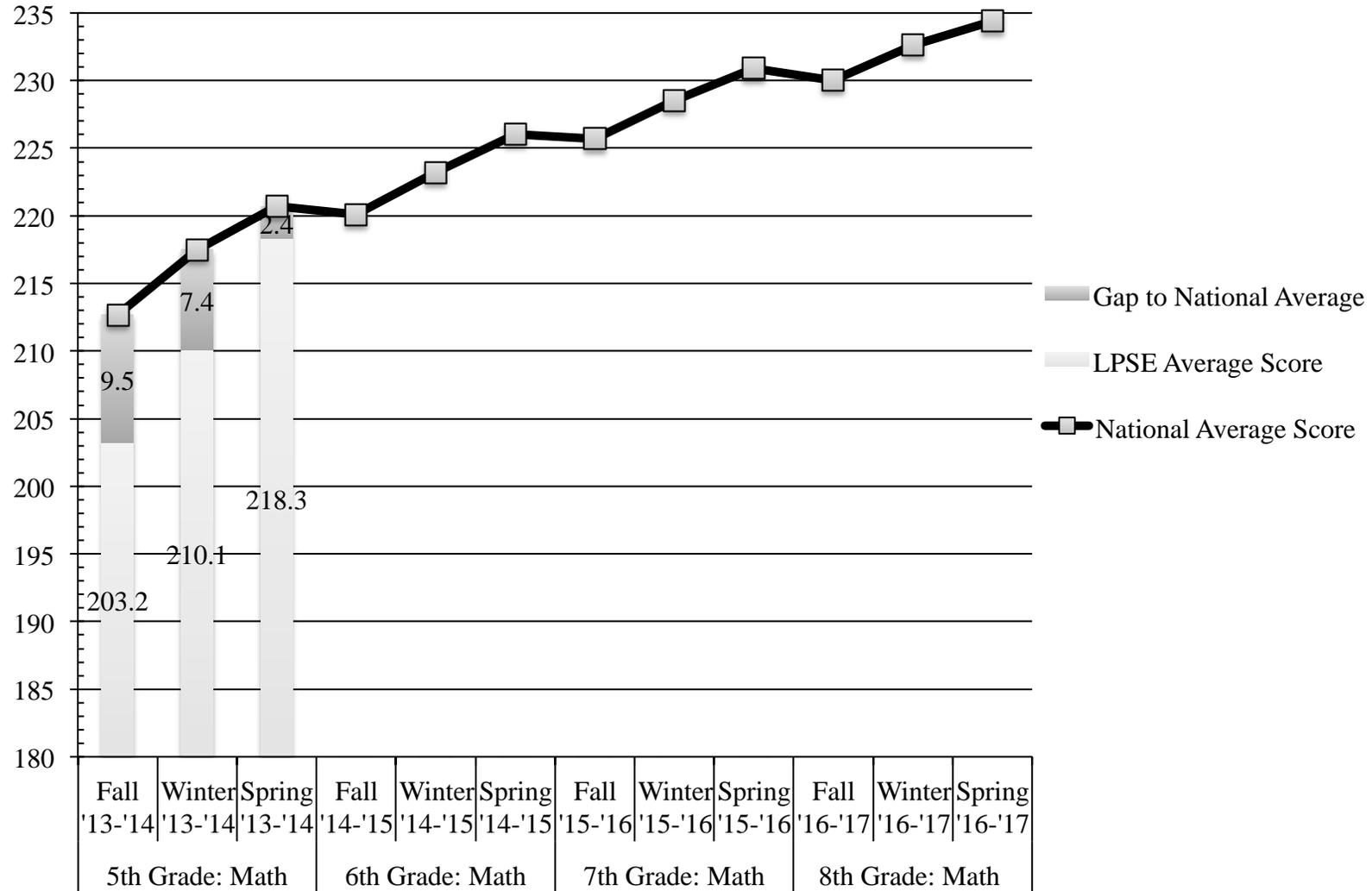
Brick Church College Prep Average Math RIT Scores for the 2013-14 5th Grade Cohort



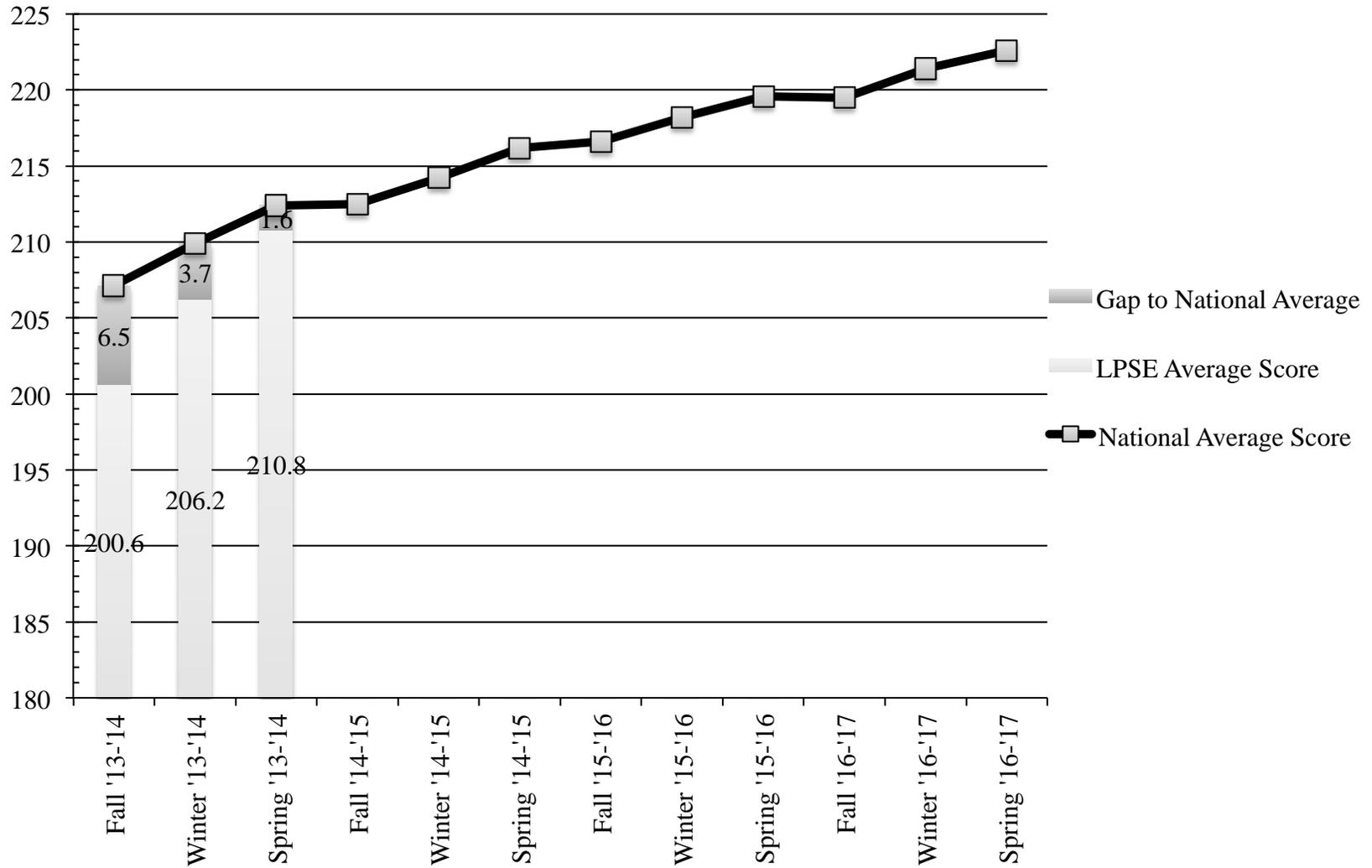
Brick Church College Prep Average Reading RIT Scores for the 2013-14 5th Grade Cohort



Lead Prep Southeast Average Math RIT Score for the 5th Grade Cohort (2013-14)



Lead Prep Southeast Average Reading RIT Score for the 6th Grade Cohort (2013-14)



Budget Narrative File(s)

* **Mandatory Budget Narrative Filename:**

[Add Mandatory Budget Narrative](#)

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To add more Budget Narrative attachments, please use the attachment buttons below.

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Budget Narrative

CSP grant funding will provide LEAD Public Schools, Inc. with the scale up support necessary to open one new charter high school (CHS) and four new conversion charter schools (CCS) over a five-year time frame. The total grant request is for \$4,000,000, at \$800,000 per new school.

<u>Reference School</u>	<u>Enrollment</u>						<u>Total</u>
	<u>Capacity</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	
Conversion Charter School 1	600	\$ 400,000	\$ 200,000	\$ 200,000	\$ -	\$ -	\$ 800,000
Charter High School	600	-	400,000	200,000	200,000	-	800,000
Conversion Charter School 2	600	-	400,000	200,000	200,000	-	800,000
Conversion Charter School 3	600	-	-	400,000	200,000	200,000	800,000
Conversion Charter School 4	600	-	-	400,000	200,000	200,000	800,000
	3,000	\$ 400,000	\$ 1,000,000	\$ 1,400,000	\$ 800,000	\$ 400,000	\$ 4,000,000

This will allow LEAD to grow its network capacity of college-ready seats from 3,620 to 6,620 (+83%). At a \$4,000,000 investment over 5 years, the CSP Grant Program will be an overall average investment of \$1,333 per student.

BUDGET SUMMARY - CSP GRANT FUNDS

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>Total</u>
Personnel						
Fringe Benefits						
Travel	5,000	11,000	13,000	4,000	2,000	\$35,000
Equipment	89,800	263,400	431,000	335,200	167,600	\$1,287,000
Supplies	15,200	45,600	76,000	60,800	30,400	\$228,000
Contractual						
Construction	-	-	-	-	-	\$0
Other	80,000	200,000	280,000	160,000	80,000	\$800,000
Total Direct Costs	400,000	1,000,000	1,400,000	800,000	400,000	\$4,000,000
Indirect Costs	-	-	-	-	-	\$0
TOTAL	\$400,000	\$1,000,000	\$1,400,000	\$800,000	\$400,000	\$4,000,000

The use of grant funds is structured to allow for an effective planning year, including a community engagement process, which precedes the arrival of students in Year 1. With this support LEAD plans to open one school in 2016, two in 2017, and two in 2018.

<u>School Name</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Conversion Charter School 1	Year 0	Year 1	Year 2		
Charter High School		Year 0	Year 1	Year 2	
Conversion Charter School 2		Year 0	Year 1	Year 2	
Conversion Charter School 3			Year 0	Year 1	Year 2
Conversion Charter School 4			Year 0	Year 1	Year 2

The roadmap of our five-school replication and expansion plan is illustrated above, with Year 0 being LEAD’s planning year when we will conduct a community outreach and engagement effort to communicate LEAD’s vision of the conversion process, prepare the operational processes to support the school, and recruit and train the staff. Schools will add one grade of enrollment per year until they reach anticipated capacity of 600 students per school.

LEAD Public School’s Charter Conversion Work

Though LEAD opened one of Nashville’s first charter schools – LEAD Academy - in 2007, its charter *conversion* work did not begin until 2010 with the commencement of our historic partnership with Metro Nashville Public Schools (MNPS) to transform one of the lowest performing middle schools in the state, Cameron Middle School (since renamed Cameron College Prep). Our charter conversion work was further bolstered by a second partnership in 2011– this time with the State of Tennessee’s Achievement

School District (TNASD, or simply ‘ASD’) – as LEAD was granted authorization to operate Brick Church Middle School (since renamed Brick Church College Prep).

LEAD has demonstrated enormous value in its charter conversion work, both from an academic standpoint with respect to its zoned enrollment of students that these two schools serve, and from a financial standpoint as the partnerships with the aforementioned two entities have provided economic sustainability advantages over the longer-term. A charter conversion is an economically sustainable model since limited capital investment is necessary due to the granting of access to existing school facilities and transportation resources through the district partnership. The bulk of financial support to implement a conversion is in the first three years, since the LEAD model is to ramp up enrollment one grade at a time, reaching sustainability at full enrollment.

School Level Budget

The budget for each new school utilizes the CSP grant to support key functional areas that are strategically important to the long-term viability of the school.

Personnel and Fringe Benefits

LEAD will hire a School Director for each new school in the Year 0 planning year. The School Director is the leader of the school. LEAD’s budgeted salary for this position is [REDACTED]. The School Director will be responsible for identifying a School Dean approximately 2/3 of the way through the planning year, at a base rate of [REDACTED] per year.

A full-time Office Manager/Community Outreach Coordinator will be hired halfway through the planning year to assist with all operational aspects of the school as well as enrollment and family engagement. Base salary for this individual is expected to be [REDACTED], and this individual will be expected to be grant funded over the initial 3-year period. In the third year of the school's enrollment will be sufficient to sustain this position.

LEAD expects to pay at least [REDACTED] of each person's salary in incentive or bonus pay, payroll taxes, and benefits (i.e. fringe benefits) for each position.

	<u>Rate</u>	<u>Quantity</u>	<u>Prep Year</u>			<u>Total</u>
			<u>Grant Year 1</u>	<u>Grant Year 2</u>	<u>Grant Year 3</u>	
School Director - Salary						
Fringe Benefits (Incentive Pay, Taxes & Benefits)						
Dean of School - Salary						
Fringe Benefits (Incentive Pay, Taxes & Benefits)						
Office Mgr & Community Outreach - Salary						
Fringe Benefits (Incentive Pay, Taxes & Benefits)						
TOTAL - Personnel + Benefits						

Travel

LEAD expects to send its new School Directors and at least one Dean (Dean of Instruction or Dean of Culture) to at least one education conference and at least two best-in-class, nationally recognized charter management organizations for extended site visits and planning work. Travel expenses will include airfare, hotel, taxi and meals.

Additionally, a CSP Project Manager will be expected to travel to Washington D.C. each year to participate in any mandatory grant training provided required of grantees.

	<u>Rate</u>	<u>Quantity</u>	<u>Prep Year</u>			<u>Total</u>
			<u>Grant Year 1</u>	<u>Grant Year 2</u>	<u>Grant Year 3</u>	
School Director Training-Best Practice Site Visits	2,000.00	1.0	2,000			\$2,000
Dean of School Training-Best Practice Site Visits	2,000.00	1.0	2,000			\$2,000
Project Manager - CSP Grant	1,000.00	3.0	1,000	1,000	1,000	\$3,000
TOTAL - Travel			5,000	1,000	1,000	\$7,000

Equipment

LEAD expects to purchase value-added technology and equipment to facilitate the phased-in launch of each school over 3 years. This includes staff laptops, student laptops, and related furniture and equipment needed to outfit our classrooms with the tools necessary to implement the LEAD Model.

Our incremental enrollment is expected to be 150 students each year. We expect to purchase a new computer (likely a Chromebook) for each student . We also expect to purchase six new computer storage carts, at \$1,000 each, to store the student laptop computers.

Each classroom will be outfitted with a white board (\$1,000), a projector (\$500), a document camera (\$400) and a bulletin board (\$400). We expect to outfit at least six classrooms each year, per school.

	<u>Rate</u>	<u>Quantity</u>	<i>Prep Year</i>			<u>Total</u>
			<u>Grant Year 1</u>	<u>Grant Year 2</u>	<u>Grant Year 3</u>	
Staff Macbooks	1,200.00	30.0	16,000	10,000	10,000	\$36,000
Student Chromebooks	300.00	450.0	45,000	45,000	45,000	\$135,000
Computer Storage Carts	1,000.00	18.0	6,000	6,000	6,000	\$18,000
Teacher Desk & Podium	1,500.00	18.0	9,000	9,000	9,000	\$27,000
White Boards	1,000.00	18.0	6,000	6,000	6,000	\$18,000
Projector	500.00	18.0	3,000	3,000	3,000	\$9,000
Document Camera	400.00	18.0	2,400	2,400	2,400	\$7,200
Bulletin Boards	400.00	18.0	2,400	2,400	2,400	\$7,200
TOTAL - Equipment			89,800	83,800	83,800	\$257,400

Supplies & Resources

LEAD expects to purchase resources and supplies in two broad buckets – instructional supplies and instructional technology. Supplies will include textbooks and other physical items such as in-class libraries and programmed coursework (e.g. College Preparatory Mathematics). Instructional technology will mostly be comprised of academic software services (site licenses and seat licenses) such as ST Math (visual math instruction), Achieve3000 (differentiated reading instruction), Kickboard (student behavior), and Schoolzilla (data analytics).

LEAD expects to spend \$15,200 per year over the 3-year grant period on each broad category at \$50 per student per year.

	<u>Rate</u>	<u>Quantity</u>	<i>Prep Year</i>			<u>Total</u>
			<u>Grant Year 1</u>	<u>Grant Year 2</u>	<u>Grant Year 3</u>	
Instructional Supplies	50.67	450.0	7,600	7,600	7,600	\$22,800
Instructional Technology	50.67	450.0	7,600	7,600	7,600	\$22,800
TOTAL - Supplies & Resources			15,200	15,200	15,200	\$45,600

Contractual & Consultants

LEAD expects to contractually engage the Relay Graduate School of Education for school leader professional development. Relay is LEAD’s chosen external development partner for our current and prospective school leaders. Three of LEAD’s school leaders are currently enrolled in the Relay program, and we anticipate School Directors and Deans of the schools proposed herein to participate in Relay’s principal training.

	<u>Rate</u>	<u>Quantity</u>	<u>Prep Year</u>			<u>Total</u>
			<u>Grant Year 1</u>	<u>Grant Year 2</u>	<u>Grant Year 3</u>	
School Director Training						
Dean of Schools Training						
TOTAL - Other						

“Other” Costs

LEAD supports its school network with a home (or central) office staff comprised of its CEO, CFO, COO, CAO, and a teams of people fulfilling academic, operations, technology and accounting responsibilities. LEAD expects to allocate 20% of the grant, or \$160,000 per school, towards its home office. The total home office allocation of indirect costs over the 5-year period is \$800,000.

	<u>Rate</u>	<u>Quantity</u>	<u>Prep Year</u>			<u>Total</u>
			<u>Grant Year 1</u>	<u>Grant Year 2</u>	<u>Grant Year 3</u>	
Central Office-Finance, Ops, HR, Prof Development	160,000.00	1.0	80,000	40,000	40,000	\$160,000
<i>(20% of total costs)</i>						
TOTAL - Other			80,000	40,000	40,000	\$160,000

Conclusion

In the spring of 2014 LEAD Academy’s founding class graduated from high school, with President Bill Clinton and Mayor Karl Dean personally on hand at

ceremonies honoring the Class of 2014. LEAD was proud to boast a near 100% graduation rate, which is the academic model our founder Jeremy Kane envisioned at LEAD's birth back in 2007.

We look forward to the opportunity to use the U.S. Department of Education's CSP grant funds to provide effective college preparatory opportunities, with similar graduation metrics, to a new generation of students (upwards of 3,000) throughout Nashville over the next decade.

**U.S. DEPARTMENT OF EDUCATION
BUDGET INFORMATION
NON-CONSTRUCTION PROGRAMS**

OMB Number: 1894-0008
Expiration Date: 04/30/2014

Name of Institution/Organization

LEAD Public Schools, Inc.

Applicants requesting funding for only one year should complete the column under "Project Year 1." Applicants requesting funding for multi-year grants should complete all applicable columns. Please read all instructions before completing form.

**SECTION A - BUDGET SUMMARY
U.S. DEPARTMENT OF EDUCATION FUNDS**

Budget Categories	Project Year 1 (a)	Project Year 2 (b)	Project Year 3 (c)	Project Year 4 (d)	Project Year 5 (e)	Total (f)
1. Personnel						
2. Fringe Benefits						
3. Travel						
4. Equipment						
5. Supplies						
6. Contractual						
7. Construction						
8. Other						
9. Total Direct Costs (lines 1-8)						
10. Indirect Costs*						
11. Training Stipends						
12. Total Costs (lines 9-11)						

***Indirect Cost Information (To Be Completed by Your Business Office):**

If you are requesting reimbursement for indirect costs on line 10, please answer the following questions:

(1) Do you have an Indirect Cost Rate Agreement approved by the Federal government? Yes No

(2) If yes, please provide the following information:

Period Covered by the Indirect Cost Rate Agreement: From: To: (mm/dd/yyyy)

Approving Federal agency: ED Other (please specify):

The Indirect Cost Rate is %.

(3) For Restricted Rate Programs (check one) -- Are you using a restricted indirect cost rate that:

Is included in your approved Indirect Cost Rate Agreement? or, Complies with 34 CFR 76.564(c)(2)? The Restricted Indirect Cost Rate is %.

Name of Institution/Organization LEAD Public Schools, Inc.	Applicants requesting funding for only one year should complete the column under "Project Year 1." Applicants requesting funding for multi-year grants should complete all applicable columns. Please read all instructions before completing form.	
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**SECTION B - BUDGET SUMMARY
NON-FEDERAL FUNDS**

Budget Categories	Project Year 1 (a)	Project Year 2 (b)	Project Year 3 (c)	Project Year 4 (d)	Project Year 5 (e)	Total (f)
1. Personnel						
2. Fringe Benefits						
3. Travel						
4. Equipment						
5. Supplies						
6. Contractual						
7. Construction						
8. Other						
9. Total Direct Costs (lines 1-8)						
10. Indirect Costs						
11. Training Stipends						
12. Total Costs (lines 9-11)						

SECTION C - BUDGET NARRATIVE (see instructions)

U.S. DEPARTMENT OF EDUCATION
SUPPLEMENTAL INFORMATION
FOR THE SF-424

1. Project Director:

Prefix:	First Name:	Middle Name:	Last Name:	Suffix:
	Adrienne		Useted	

Address:

Street1:	531 Metroplex Drive
Street2:	Suite A-200
City:	Nashville
County:	Davidson
State:	TN: Tennessee
Zip Code:	37211
Country:	USA: UNITED STATES

Phone Number (give area code)	Fax Number (give area code)

Email Address:

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2. Novice Applicant:

Are you a novice applicant as defined in the regulations in 34 CFR 75.225 (and included in the definitions page in the attached instructions)?

Yes No Not applicable to this program

3. Human Subjects Research:

a. Are any research activities involving human subjects planned at any time during the proposed project Period?

Yes No

b. Are ALL the research activities proposed designated to be exempt from the regulations?

Yes Provide Exemption(s) #:

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No Provide Assurance #, if available:

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c. If applicable, please attach your "Exempt Research" or "Nonexempt Research" narrative to this form as indicated in the definitions page in the attached instructions.

	Add Attachment	Delete Attachment	View Attachment
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