

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



APPLICATION FOR GRANTS
UNDER THE

FY15 Replication and Expansion of High-Quality Charter Schools Package

CFDA # 84.282M

PR/Award # U282M150025

Grants.gov Tracking#: GRANT11962104

OMB No. , Expiration Date:

Closing Date: Jul 15, 2015

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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="07/15/2015"/>	4. Applicant Identifier: <input type="text"/>
--	--

5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text" value="NA"/>
--	--

State Use Only:

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

* a. Legal Name:

* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="46-5280479"/>	* c. Organizational DUNS: <input type="text" value="0791475810000"/>
--	---

d. Address:

* Street1:	<input type="text" value="3307 Brick Church Pike"/>
Street2:	<input type="text"/>
* City:	<input type="text" value="Nashville"/>
County/Parish:	<input type="text"/>
* 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="37207-2301"/>

e. Organizational Unit:

Department Name: <input type="text"/>	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="Ravi"/>
Middle Name: <input type="text"/>	
* Last Name: <input type="text" value="Gupta"/>	
Suffix: <input type="text"/>	
Title: <input type="text" value="Chief Executive Officer"/>	

Organizational Affiliation:

* Telephone Number: <input type="text"/>	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-061215-001

* Title:

The 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:

84-282M2015-1

Title:

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

Add Attachment

Delete Attachment

View Attachment

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

ReImagining Public Education in the South: RePublic Schools' Expansion to Serve 4,000 Students

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="9,600,000.00"/>
* 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="9,600,000.00"/>

*** 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:

Additional Congressional Districts

LA-002

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>Lee Pedinoff</p>	<p>TITLE</p> <p>Chief Executive Officer</p>
<p>APPLICANT ORGANIZATION</p> <p>RePublic Schools and RePublic Schools Nashville</p>	<p>DATE SUBMITTED</p> <p>07/15/2015</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 checked="" type="checkbox"/> a. bid/offer/application <input 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
--	--	--

4. Name and Address of Reporting Entity:
 Prime SubAwardee

* Name: RePublic Schools, Inc.
* Street 1: 3307 Brick Church Pike Street 2: _____
* City: Nashville State: TN: Tennessee Zip: 37207-2301
Congressional District, if known: TN-05

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
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8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____
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10. a. Name and Address of Lobbying Registrant:

Prefix _____ * First Name n/a Middle Name _____
* Last Name n/a Suffix _____
* Street 1 _____ Street 2 _____
* City _____ State _____ Zip _____

b. Individual Performing Services (including address if different from No. 10a)

Prefix _____ * First Name n/a Middle Name _____
* Last Name n/a 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: Lee Pedinoff
* Name: Prefix _____ * First Name Ravi Middle Name _____
* Last Name Gupta Suffix _____
Title: Chief Executive Officer Telephone No.: _____ Date: 07/15/2015

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PR/Award # U282M150025

NOTICE TO ALL APPLICANTS

OMB Number: 1894-0005
Expiration Date: 03/31/2017

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.

(4) An applicant that proposes a project to increase school safety might describe the special efforts it will take to address concern of lesbian, gay, bisexual, and transgender students, and efforts to reach out to and involve the families of LGBT students.

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.

Narrative Addressing GEPA Section 427.pdf

Add Attachment

Delete Attachment

View Attachment

RePublic Schools
Compliance with Section 427 of GEPA

RePublic Schools complies with all applicable federal and state requirements to ensure equitable access to, and participate in, all of their programs for students, teachers, and other beneficiaries with special needs.

RePublic Schools complies with all applicable federal and state requirements in regards to its employment policies and procedures to ensure equitable access without regard to gender, race, national origin, color, disability, or age.

The proposed RePublic Schools CSP Replication of High-Quality Charter School Program will provide special education services in full compliance with Section 427 of GEPA. Any and all requirements for Section 427 of GEPA will be met through existing policies and procedures.

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 RePublic Schools and RePublic Schools Nashville	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: <input type="text" value="Ravi"/> Middle Name: <input type="text"/>
* Last Name: <input type="text" value="Gupta"/>	Suffix: <input type="text"/>
* Title: <input type="text" value="Chief Executive Officer"/>	
* SIGNATURE: <input type="text" value="Lee Pedinoff"/>	* DATE: <input type="text" value="07/15/2015"/>

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:

RePublic Schools Abstract

Project Title: ReImagining Public Education in the South: RePublic Schools' Expansion to Serve 4,000 students

Project Description and Goals: RePublic's most critical focus is to create high-quality schools that support historically underserved students in the South so that 100 percent of RePublic students graduate from a 4-year college or university. To ensure college and career-readiness, RePublic will provide all of its students with a best-in-class computer science curriculum so that they are able to excel with one of the most important skills to succeed in the 21st century: coding and computer programming. RePublic will act as an inclusive partner to the families it serves and the communities in which it operates. RePublic will engage parents so that they have a strong understanding of their child's academic and behavioral performance—and to ensure that RePublic teachers and school leaders receive regular feedback on how to better serve students. RePublic has demonstrated a strong track record of performance in its Nashville schools serving grades 5-8, with a student body that is 87 percent African American or Hispanic, and in which 80 percent qualify for free or reduced price lunch. With the support of this grant, RePublic will meet its goals of launching 11 new schools and expand one additional school in Tennessee, Mississippi, and Louisiana, and increasing by more than 4,000 the number of college-going students as well as engaging families and developing effective infrastructure to transform education.

Contact Information:

RePublic Schools 3307 Brick Church Pike Nashville, TN 37207

Ravi Gupta, Project Director, [REDACTED] [REDACTED]

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](#)

**ReImagining Public Education in the South:
RePublic Schools’ Expansion to Serve 4,000 Students**

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Absolute Priority 1—Experience Operating or Managing High-Quality Charter Schools

RePublic Is Reimagining Education in the South

The mission of RePublic Schools (RePublic) is to reimagine public education in the South and dramatically increase achievement among educationally disadvantaged students. The South’s long history of racial segregation and entrenched inequity has led to significant achievement gaps among marginalized students, particularly within African American communities. From a civil rights perspective, the need to change the educational trajectory for *all* students in the South has never been greater—and RePublic Schools is deeply committed to meeting that need with an approach that enables excellence for a racially and ethnically diverse student body. In the fall of 2011, the first two RePublic schools, Nashville Prep and Liberty Collegiate Academy (LCA), opened to their founding 5th graders. RePublic now serves nearly 1,000 students in three middle schools in Nashville, Tenn., and is on track to open two new schools—including the first charter school in the state of Mississippi—in fall 2015.

Over the past four years, RePublic Schools has achieved phenomenal results for its students. In 2013, Stanford University’s Center for Research on Education Outcomes (CREDO) carried out a study of Tennessee schools for the Achievement School District, the state-run school district, and concluded that Nashville Prep and Liberty Collegiate were the top two charter schools in Tennessee based on student growth. At its core, a RePublic school is one in which joy permeates the classroom, families are engaged, and children are supported at every step along a clear, rigorous pathway to achieve success in college. In addition, RePublic Schools firmly believes that a strong focus on computer programming will give its scholars the technical knowledge, creative skills, and critical-thinking processes necessary to become innovative leaders uniquely qualified to excel in the 21st century.

Building on its strong foundation, RePublic plans for strategic growth and expansion while maintaining a very high quality of education for its students. Using CSP funding, RePublic ultimately plans to support 12 new and expanding schools serving more than 4,000 students across three regions in the South by 2019–20.

RePublic is committed to building a lasting impact for its scholars. Its most critical focus is to create high-quality schools that support historically underserved students in the South so that **100 percent of RePublic students enroll in a four-year college or university**. To ensure college- and career-readiness, RePublic will provide all of its students with a **best-in-class computer science curriculum** so that they are equipped with an essential skill for success in the 21st century: computer programming. By 2020, Code.org estimates, there will be a million unfilled computer science positions.¹ RePublic will help to bridge this gap by graduating scholars who have an unparalleled advantage in the workforce.

In addition, RePublic will act as an **inclusive partner to the families it serves and the communities in which it operates**. RePublic will engage parents so that they have a strong understanding of their child’s academic and behavioral performance—and to ensure that RePublic teachers and school leaders receive regular feedback on how to better serve students.

As evidenced in Section A: Quality of the Eligible Applicant, RePublic operates three high-quality charter schools, with data available for RePublic’s two long-standing schools.

Absolute Priority 2—Low-Income Demographic

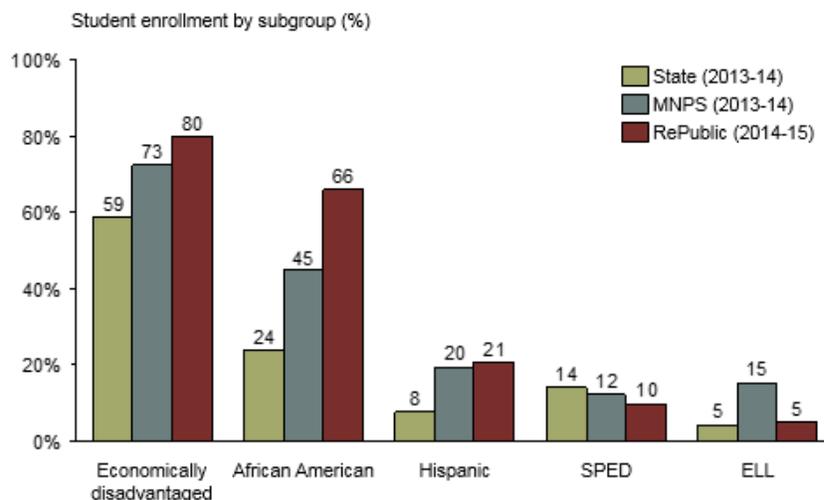
RePublic Serves the Most Disadvantaged Students

RePublic is committed to serving the most disadvantaged students and closing historical achievement gaps in the South. RePublic serves a predominantly low-income population, with 80

¹ “What’s wrong with this picture?,” Code.org, accessed March 24, 2015, <https://code.org/stats>.

percent of students qualifying for free and reduced-price lunch. Sixty-six percent of students are African American and 21 percent are Hispanic. RePublic’s student body also demonstrates diverse learning needs: 5 percent are ELLs and 10 percent have special needs. Figure A-1 shows that RePublic currently serves a higher proportion of economically disadvantaged, African American, and Hispanic students compared to both the district and state, reflecting its commitment to promote racial and ethnic diversity. A comparison of rates of ELL students between RePublic schools and the nearest Metropolitan Nashville Public Schools (MNPS) schools indicates that the neighborhood schools serve only 1 percent ELL students at schools closest to Nashville Prep and 5 percent at schools nearest Liberty Collegiate. Despite serving fewer ELL students than the district overall, RePublic’s student composition of 5 percent ELL students is comparable to schools in RePublic’s neighboring communities. The proportion of students with special needs is comparable to the rate within MNPS, and, as described in Section B, the severity of need of these students is quite great.

Figure A-1: Student enrollment in 2014 by subgroup



LCA	86%	52%	31%	9%	7%
Nashville Prep	78%	79%	12%	12%	4%

Source: http://tn.gov/education/data/report_card/index.shtml.

Competitive Preference Priority 2—Promoting Diversity

RePublic has demonstrated its commitment to promoting student diversity through various facets of its operations, including recruitment practices that encourage applications from students of all types (ELL, special education, all races), in-school practices that encourage active participation by students and families no matter their home language, economic status, or race, and actively seeking to locate schools in areas that are not racially isolated. Current enrollment data that demonstrates this diversity is included in Absolute Priority 2—Low-Income Demographic. Bringing together a community across differences, in order to attain the benefits that come from a diverse student body, is a core strength of RePublic Schools. Throughout this narrative, the reader will gather evidence of this commitment. Some examples of practices that reinforce this commitment include:

- Seeking to locate schools in areas with diverse racial composition,
- Recruitment and outreach practices that support the development of a diverse student body,
- Monitoring the racial and ethnic mix of the student body and adapting recruitment strategies as needed to ensure diversity,
- Community-building practices within the school that focus on empathy and promoting understanding across difference, and
- Fostering a strong community of parents across diverse groups, which provides a model for students to follow

Competitive Preference Priority 3—Novice Applicant

The two entities that make up RePublic Schools for the purposes of this application, RePublic Schools, Inc., and RePublic Schools, Nashville, have never received a Replication and

Expansion grant or been a member of a group that has received such a grant, nor has either entity had an active discretionary grant from the federal government.

Invitational Priority—Rigorous Evaluation

RePublic has developed a rigorous evaluation to add to the body of knowledge available to the public about high-performing schools. In Section E: Quality of the Evaluation Plan, the reader will find details of the proposed evaluation.

Section A: Quality of the Eligible Applicant

RePublic Operates in Communities with Substantial Need for Quality Schools

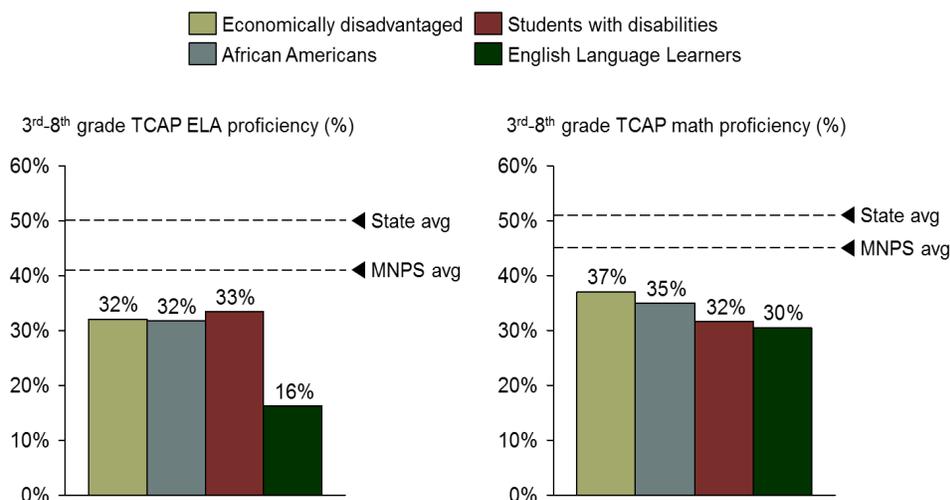
A long history of racial discrimination and marginalization has made an excellent education seemingly unattainable for most children entering public school systems throughout low-income communities in the South. In Nashville, the need is particularly dire. The MNPS system serves just over 80,000 students, 73 percent of whom qualify for free or reduced-price lunch (FRL). Overall student proficiency levels in math and English Language Arts (ELA) are low, particularly for traditionally underserved students. For instance, although 41 percent of the district’s students achieved proficiency on the statewide ELA assessment, only 32 percent of FRL students and just 16 percent of English language learners (ELLs) demonstrated proficiency.² Achievement levels among ELLs are particularly troublesome given that the percentage of students with limited English proficiency has steadily increased over the last several years.³ Without a strong academic foundation, students in Nashville are not graduating college-ready.

² “State Report Card,” Tennessee Department of Education, http://tn.gov/education/data/report_card/index.shtml.

³ In 2008, MNPS served a student body that was 11 percent ELL; that percentage has risen to over 15 percent.

The average ACT score in MNPS is 18.4, well below the average college readiness benchmark of 21.⁴

Figure A-2: 2013–14 TCAP proficiency in MNPS by student subgroup (%)



Source: http://tn.gov/education/data/report_card/index.shtml.

RePublic Is Increasing Student Achievement for All Students and Closing Achievement Gaps

Since opening its first two schools in 2011, RePublic has achieved outstanding student results as evidenced by student performance on state exams and nationally-normed assessments. RePublic has achieved results for all students—including low-income and other educationally disadvantaged students—that are well above average achievement results for Tennessee students.

State assessment results

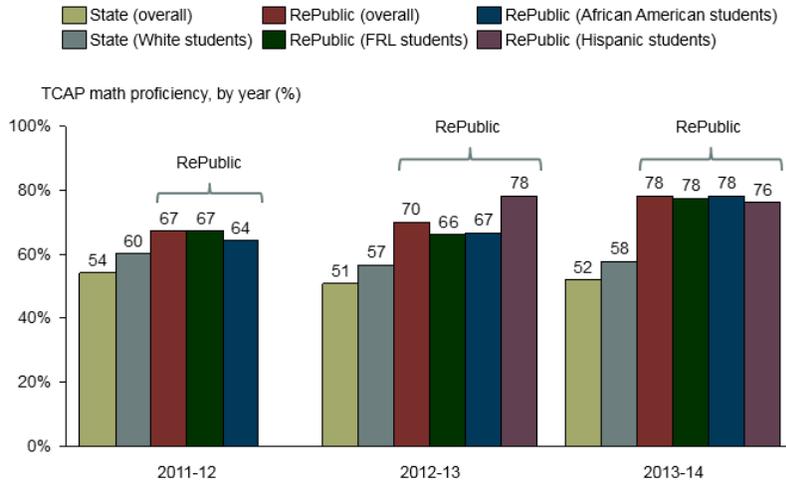
For each of the past three years, more than two-thirds of RePublic students have achieved math proficiency on the Tennessee Comprehensive Assessment Program (TCAP) state test, far outperforming statewide averages (see Figure A-3). In 2014, 78 percent of all students at

⁴ *The Condition of College & Career Readiness 2013: Tennessee*, ACT, <http://www.act.org/newsroom/data/2013/states/pdf/Tennessee.pdf>.

RePublic were proficient in math, and proficiency rates for FRL, African American, and Hispanic students at RePublic ranged between 76 and 78 percent. Statewide averages, on the other hand, were significantly lower. The overall state average for math was 52 percent, and the statewide average for White students alone was 58 percent (see Figure A-3). These results indicate that RePublic has made outstanding progress in closing achievement gaps among multiple student groups historically underserved within Tennessee.

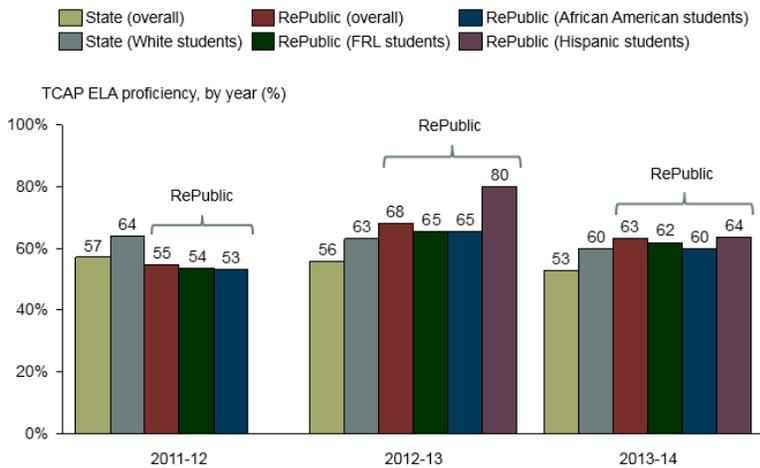
RePublic has also made strong advancements on state ELA assessments, outperforming state averages—and matching state averages for White students across its racially diverse student population—in the last two school years. In 2014, 63 percent of all students at RePublic were proficient in ELA compared to 53 percent statewide. In addition, both FRL and Hispanic students at RePublic outperformed statewide averages for White students (see Figure A-4). In 2014 a slight dip in ELA scores occurred in RePublic schools and comparison groups, due to the state’s recalibration of the test to yield a more rigorous assessment. The decrease in ELA proficiency rates among Hispanic students at RePublic was also likely influenced by a sizable increase in enrollment: the number of Hispanic students more than doubled from the 2012–13 to the 2013–14 school year. These data provide strong evidence that RePublic schools are consistently closing achievement gaps for all of their students as well as increasing achievement and attainment for all students, including educationally disadvantaged students. For additional performance data by grade level and disaggregated by school, see Appendix F.

Figure A-3: Statewide and RePublic’s TCAP math results, 2011–2014



Note: 2011–12 data for Hispanic students at RePublic not available due to small sample size.

Figure A-4: Statewide and RePublic’s TCAP ELA results, 2011–2014



Note: 2011–12 data for RePublic Hispanic students not available due to small sample size.

RePublic’s student growth results on state assessments, in addition to proficiency rates, are also remarkable. For schools serving educationally disadvantaged students starting below grade level, growth scores can provide an even more accurate picture of a school’s impact. State

composite growth scores from 2014 indicate that LCA and Nashville Prep were ranked first and third in the district, respectively, compared to other MNPS schools serving middle school grades.⁵

College-readiness results

Early results from RePublic’s middle schools provide compelling evidence that RePublic students will ultimately be on track to attend, and graduate from, college. In 2014, 25 of LCA’s 7th graders took the state’s Algebra I end-of-course exam, and 100 percent of them received an “advanced” score. Considering that only 17 percent of MNPS students—most of whom were 9th graders—scored “advanced” that same year, these results are remarkable.

Student attendance and retention data

RePublic schools have high daily attendance rates. Over the past three years, rates at each school have ranged from 96 percent to 99 percent. These results surpass MNPS’s average daily attendance rate of 95.5 percent for K-8th grade.

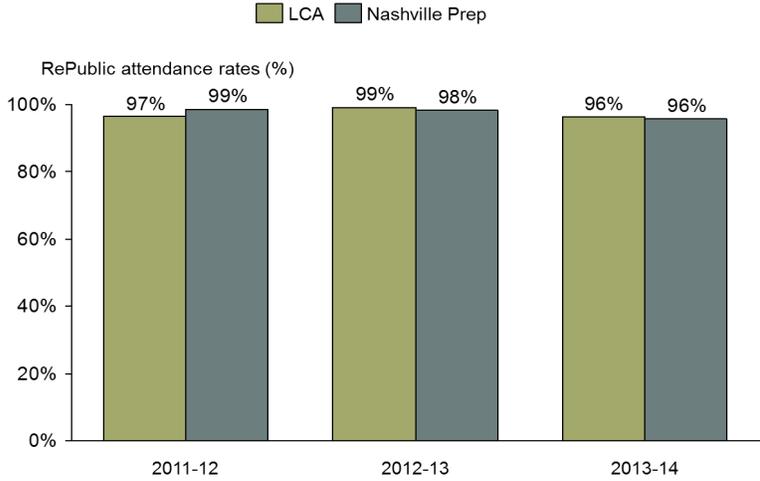


Figure A-5: Average annual attendance rate by school 2011–12 through 2013–14

⁵ Composite growth scores include ELA, math, science, and social studies. <https://tvaas.sas.com/welcome.html>.

RePublic is also successfully retaining its students throughout the school year. Over the three years between 2012-13 and 2014-15, retention rates across RePublic were 93 percent, 77 percent, and 90 percent respectively. Nashville Prep’s rates were 92 percent, 83 percent, and 91 percent while LCA’s were 94 percent, 71 percent, and 97 percent. RePublic’s newest school, Nashville Academy of Computer Science had a challenging first year with a retention rate of only 83 percent. The state average retention rate for 2013-14 was 13 percent for grades K-8⁶. Despite challenges in 2013-14 at its newest school, RePublic is focused on maintaining its students over time.

The Schools Have Demonstrated Success in Closing Achievement Gaps

In addition to significantly increasing achievement among students served in its schools, RePublic is playing a critical role in helping Nashville and Tennessee close achievement gaps for historically underserved students. State assessment data from 2014 indicate that RePublic’s math and ELA performance is higher for nearly all student subgroups—including African American, Hispanic, and FRL students—than district and state averages (see Figures A-6 and A-7).

Comparisons to nearby Williamson County Schools, currently the highest-performing district in Tennessee based on TCAP results, are even more impressive. As noted, RePublic serves a student body that is 80 percent FRL, whereas Williamson County Schools is 12 percent FRL—yet both systems achieved similar student results in math for the past three years. Further, educationally disadvantaged students at RePublic are outperforming their peers in Williamson. In 2014, 77 percent of FRL students at RePublic achieved math proficiency compared to 62 percent

⁶ Tennessee Department of Education Office of Research and Policy. 2015. *Charter Schools 2015 Annual Report*. http://www.tn.gov/assets/entities/education/attachments/chtr_sch_annual_report.pdf.

of FRL students in Williamson (in the same grades served by RePublic).⁷ RePublic is proving what’s possible in education among Tennessee’s highest-need students.

Figure A-6: 2014 TCAP math results for RePublic students compared to MNPS and state

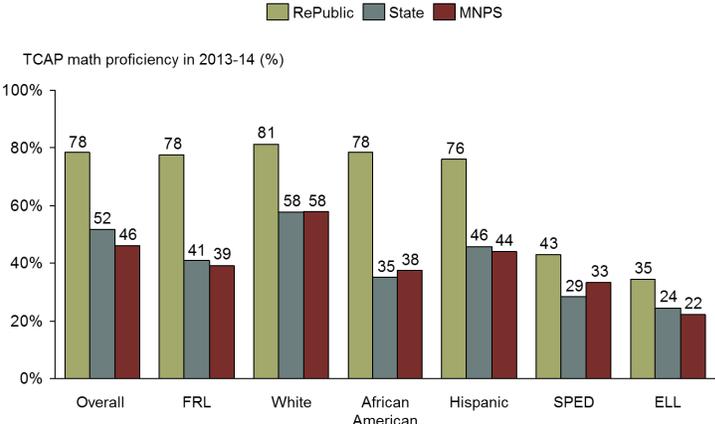
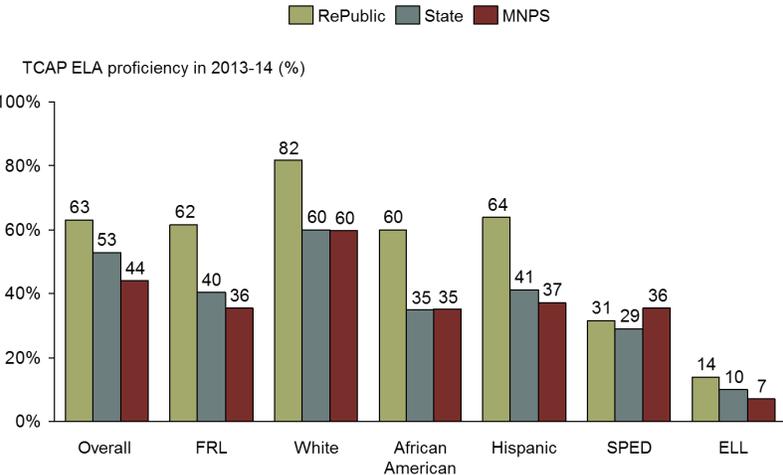


Figure A-7: 2014 TCAP ELA results for RePublic students compared to MNPS and state



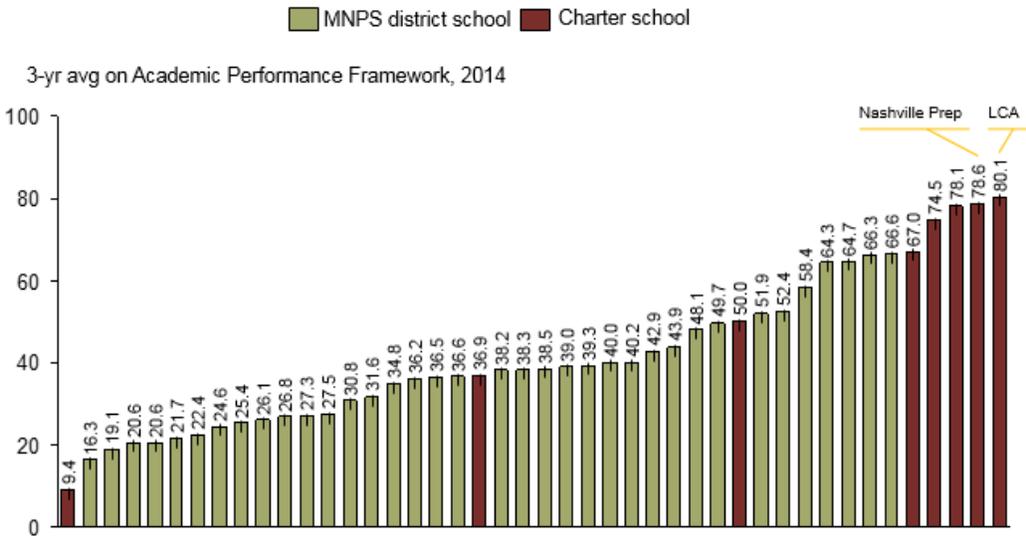
For 2012 and 2013 comparisons between RePublic and district and state averages, including by student subgroup, see Appendix F.

RePublic is also outperforming charter school peers in Nashville that are serving similar student populations.⁸ MNPS uses the Academic Performance Framework (APF) to assign all

⁷ <http://tn.gov/education/topic/report-card>

district and charter schools a score of 0 to 100 based on a number of performance indicators.⁹ In 2014, Nashville Prep and LCA had the highest APF scores *and* the highest three-year averages (see Figure A-8) among all middle schools in MNPS, charter, and district (NACS did not yet have data in 2014). For additional details on APF outcomes in the 2013–14 school year, see Appendix F.

Figure A-8: Three-year average APF scores for MNPS middle schools in 2014



RePublic has received state recognition for its performance results over the past three years. In 2014, the Tennessee Department of Education named both Nashville Prep and Liberty Collegiate Academy “Reward Schools,” a designation reserved for a school that is in the top 5 percent in the state for either high student achievement or high student growth. Nashville Prep

⁸ The Nashville charter school sector is 88 percent FRL, 70 percent African American, and 20 percent Hispanic. <http://tnchartercenter.org/wp-content/uploads/2013/12/TCSC-State-of-the-Sector-Report-2013-14.pdf>.

⁹ The four performance indicators are academic progress, attainment and college-readiness, achievement gap, and school culture. http://www.mnps.org/dynimg/_DHAAA_/docid/0x7AC106CC8ACA1FE4/2/APF%2B2014%2B-%2BExecutive%2BSummary.pdf.

and LCA were in the top 5 percent for exemplary student achievement *and* growth, making them the first charter schools in the state’s history to accomplish this feat.

Section B: Contribution in Assisting Educationally Disadvantaged Students

RePublic Will Serve More Educationally Disadvantaged Students Through the Project, Ensuring that They Graduate College- and Career-Ready

RePublic has served, and will continue to serve, a population that is educationally disadvantaged, with 80 percent of students qualifying for free or reduced-price lunch and 10 percent classified as qualifying for special education services. Its schools have supported students in meeting and exceeding Tennessee academic standards and becoming college- and career-ready, as described in Section A.

This project will support the development and expansion of 12 schools that will ultimately serve more than 7,300 students at full enrollment. This includes supporting three schools in expanding their enrollment after opening in fall 2014 and fall 2015, the launch and development of nine schools opening between fall 2016 and fall 2019, and one school during its pre-launch stage. The schools will be located in Nashville, Jackson, Miss., and New Orleans. Each school will launch in an educationally underserved neighborhood and reflect the local student population. A high percentage of students in each region qualifies for free or reduced-price lunch: 73 percent in Nashville, 89 percent in Jackson, and 85 percent in New Orleans. More detail on the community need in Jackson and New Orleans can be found in Section C.

Figure B-1 below indicates the planned opening year of each school and the years in which it will be scaling, with the indication of grade levels served each year.

Figure B-1: Locations of schools to be expanded and created

Launch year

Expanding enrollment (three years)

Location	School Name	2015-16	2016-17	2017-18	2018-19	2019-20
Nashville	Nashville Academy of Computer Science	5-6	5-7	5-8		
	RePublic High School	9	9-10	9-11	9-12	
	RePublic Middle School			5	5-6	5-7
	Renew Prep				5	5-6
Jackson	Reimagine Prep	5	5-6	5-7	5-8	
	Smilow Collegiate		5	5-6	5-7	5-8
	Smilow Prep		5	5-6	5-7	5-8
	Resolve Prep			5	5-6	5-7
	Rekindle Prep				5	5-6
	Reimagine Prep High School					9
New Orleans	Restore Prep				5	5-6
	Rediscover Prep					5

The Educational Program Will Enable All Students to Meet State Standards: Core Program Elements

The foundation underlying the RePublic approach is a longer school day and school year, which allows more time for students in the classroom. A school day that is two hours longer than the average in surrounding districts contributes 360 more hours of learning per year, or over 60 school days more than the local public school systems. The six “C’s” make up RePublic’s core educational model: College Readiness and Academic Rigor, Computer Science, Character, Community, Creators, and Curiosity.

1) College Readiness and Academic Rigor

Studies confirm that a rigorous K-12 experience is the best predictor of college success.¹⁰ RePublic has embraced this finding and set its schools up to ensure high levels of college readiness for its students, most of whom are educationally disadvantaged. This rigor is evident in

¹⁰ Clifford Adelman, *The Toolbox Revisited: Paths to Degree Completion From High School Through College* (Washington, DC: US Department of Education, 2006).

the high level of academic discourse in the classroom: high expectations for students to communicate among each other with academic language and to disagree with one another, bringing evidence to their arguments. Teachers focus on students leaving 8th grade reading 1.5 years ahead of grade level. For most students, this requires an average of 1.5 grade levels of growth per year through middle school. On state assessments the goal is to outperform local magnet schools, with an average ACT target for RePublic high school students of 25, which is far above the “college-ready” measure of between 18 and 23 on the ACT.¹¹

Beyond these elements of rigor, the schools specifically invest in supporting college awareness and readiness. Students visit college campuses annually beginning in 5th grade and high schools provide a college-readiness curriculum beginning in 9th grade, covering critical topics that range from academics and personal responsibility to financial readiness and family readiness. In high school, students also have access to college advisory support to help with the identification of colleges that are a good fit, and then with application and admission to those schools. As RePublic’s students enter college, a five-person support team will provide supports to enable college persistence.

2) Computer Science

Underserved youth are not being provided with access to the critical skills of tomorrow. In 2013, not a single female, African American, or Hispanic student took the AP Computer Science exam in Mississippi, despite the population being 37 percent African American.¹²

¹¹ *ACT College Readiness Benchmarks*, <http://www.act.org/solutions/college-career-readiness/college-readiness-benchmarks/>.

¹² Liana Heitin, “No Girls, Blacks, or Hispanics Take AP Computer Science Exam in Some States,” *Education Week*, January 10, 2014, accessed March 24, 2015, http://blogs.edweek.org/edweek/curriculum/2014/01/girls_african_americans_and_hi.html.

Nationwide, only 8 percent of computer science AP students are African American or Hispanic.¹³ RePublic believes that to succeed in tomorrow’s workplace, students must have an understanding of how to code. RePublic’s computer science curriculum will provide its scholars with the values, technical skills, and critical-thinking processes to become innovative leaders who are uniquely qualified to solve the 21st century’s biggest challenges. Code.org projects that by 2020, 1 million positions for individuals with computer science degrees will go unfilled because of today’s limited focus on coding.¹⁴ RePublic ensures that all students in grades 5 through 10 participate in a rigorous computer science curriculum and will provide advanced computer science electives to students in grades 11 and 12.

3) Character

The five RIGOR values (Respect, Integrity, Grit, Optimism, and Risk) are integral across all RePublic schools. Each school’s behavioral and motivational systems are aligned with these values, which are also celebrated in classroom and school-wide meetings. Outcomes for success on each of the values is defined at each grade level, and RePublic will continue to evolve its work on these non-cognitive dimensions as the research in this field improves. Grit in particular is an area of interest to RePublic; the research is quickly evolving in a way that will help to shape the future of its character education program and its focus on preparing students for success.¹⁵¹⁶

4) Community

¹³ Ibid.

¹⁴ “What’s wrong with this picture?,” Code.org, accessed March 24, 2015, <https://code.org/stats>.

¹⁵ Katherine R. Von Culin, Eli Tsukayama, and Angela L. Duckworth, “Unpacking grit: Motivational correlates of perseverance and passion for long-term goals,” *Journal of Positive Psychology* 9, no. 4 (2014): 306–12.

¹⁶ Paul Tough, *How Children Succeed: Grit, Curiosity, and the Hidden Power of Character* (New York: Houghton Mifflin Harcourt, September 2012), <http://www.paultough.com/the-books/how-children-succeed/>.

RePublic builds community among its scholars, parents, and educators and plays an integral role in the broader community in which it is located. The culture of each school is developed in order to create a familial feel. Students are tremendously supportive of each other—as demonstrated by kind comments when a peer has had a difficult day, and by classrooms full of students wiggling their fingers as a sign of encouragement in the direction of a classmate who is struggling to come up with the right answer. These positive community elements are especially beneficial to English language learners and special education students, who in other, less supportive settings may disengage from their peers or the school community. The practices that adults use to help build this strong community enhance the benefits that students gain from being in a diverse environment, including building respect and understanding for each other across difference.

Also critical to RePublic’s success is the fostering of strong parental relationships, from before the time the school launches through to developing a robust, organized community of parents. RePublic schools hold family orientations and provide home visits for many students, including all English language learners, students who qualify for special education, and other at-risk students. At school events, translators are available for families in which English is not spoken at home. RePublic cultivates community for a diverse range of students and families.

Community partnerships are integral to the RePublic model. In Tennessee, an established relationship with Mayor Karl Dean and the Tennessee Charter School Center have yielded political and community support. RePublic’s relationship with Hands On Nashville led to a volunteer day hosted at RePublic Schools, and the YMCA shares its space in the neighborhood with RePublic student programs. Finally, the Entrepreneur Center has contributed to advancements in the RePublic computer science curriculum and provided a forum for a breadth

of community events. RePublic has developed new Mississippi partnerships through the Jackson school-launch process: the Boys & Girls Club offers RePublic students access to after-school and summer programs, and 100 Black Men provides tutoring services.

5) Creators

RePublic wants students to be not just consumers of technology and of the richness of the world around them, but to harness their own power to create. Scholars must have the skills and vision to imagine and create new possibilities. This belief in the power of being a creator, in addition to the practical benefits that computer science proficiency provides, underlies the RePublic emphasis on coding and computer literacy.

6) Curiosity

RePublic hopes that all students become lifelong learners, motivated by a love of learning. Diverse, engaging, fun, and challenging courses and modes of engagement cultivate students' curiosity and ensure that they graduate from RePublic school hallways inquisitive and eager to question assumptions in the world around them.

The Educational Program Will Enable all Students to Meet State Standards: Curriculum

Based on feedback from teachers, RePublic has evolved its approach to curriculum over the past few years in order to provide more structured, ready-to-implement materials that teachers can tailor and use to meet the needs of their students. Teachers expressed a desire for more robust collaboration in the creation of instructional resources as well as a sharing system that minimizes the need to re-create materials that exist within the network. RePublic has hired curriculum writers to develop curricula for English Language Arts, math, history, and computer science. All teachers have the ability to edit the materials as they see fit, and will have full flexibility to “opt out” of the use of this curriculum in order to use their own materials as long as

their interim student-assessment outcomes meet RePublic’s organizational goals. Figure B-2 offers an overview of the core elements of the middle school and high school schedules.

Figure B-2: Curricular Elements for Middle School and High School

Middle School	High School
<ul style="list-style-type: none"> • Minimum three hours of literacy daily, including one small-group book club • Two hours of math daily, with all students completing first-year algebra by the end of 8th grade • Computer programming/science instruction daily • 1:1 student:computer ratio • One hour of tutoring/study hall daily • Opt-out health education beginning in 7th grade at the latest 	<ul style="list-style-type: none"> • Minimum two hours of literacy/history daily, with one hour coming from Socratic seminar • Minimum two hours of math daily, starting with second-year algebra and advancing through AP Calculus and/or AP Statistics tracks • Laboratory-focused science daily, with a requirement to complete at least one AP science course by graduation • Computer programming instruction daily • 1:1 student:computer ratio • Daily access to tutoring (“office hours”) and study hall • Opt-out health education • Spanish and Chinese offered as electives

Some highlights of the RePublic curriculum include:

- **Computer Science (Middle School and High School)**

RePublic has created its own computer science curriculum as it found the market lacking. An additional hurdle was the lack of computer science expertise in the teaching force, so this curriculum is non-expert-dependent and enables teachers to learn to code alongside their students. Therefore, RePublic’s commitment to teaching computer science to all students is now not limited by the labor market for effective computer science teachers. Students will all take the AP Computer Science exam in 10th grade after five years of largely project-based work, with a focus on group work and peer learning to reflect the modern work environment. This innovation is enhanced by the work RePublic is doing to share its curriculum with others. The computer science team has developed a website (www.computersciencelessons.com) that makes the RePublic curriculum available to others for free. RePublic has also partnered with two other schools within the local district that are interested in taking advantage of this work.

- **Focus Tutoring Block (Middle School)**

Each day for an hour, students split into small groups where teachers provide additional instruction and remediation in the areas most needed by the students, as determined by recent student data. Targeted intervention enables students to push further ahead; more important, it provides a small-group environment for students who might otherwise fall behind. This is particularly valuable for RePublic’s ELL and special education students.

- **Literacy Focus (Middle School)**

The love of reading instilled in RePublic students is evident from the ubiquitous independent reading books that students reach for in every class. The RePublic book club model helps to foster this passion for reading. All adults in the school host book club, which is a leveled group of 10 to 15 students reading a novel aloud together. It is one time in the school where the work is not standards-based but simply intended to cultivate a love of reading.

- **Advanced Placement Course Offerings and College-Formatted Classes (High School)**

RePublic high schools will offer at least 10 Advanced Placement courses so as to provide students with a high level of rigor and ensure that they develop an understanding of what their college coursework will be like. The format of the classes and methods of teaching in high school will prepare students for college, as Socratic seminars will be prominent, and students will be afforded a higher degree of academic independence that enables them to acquire the skills to become masters of their own learning.

The Educational Program Will Enable All Students to Meet State Standards: Instructional Methods and Pedagogy

RePublic teachers are trained in Lemov’s taxonomy, a set of instructional methods used by some of the highest-performing schools serving educationally disadvantaged students across

the country. Through these techniques, teachers minimize distractions and maximize learning. By sharing these practices across classrooms, RePublic sets consistent expectations for students.

Figure B-3: Subset of Lemov’s Taxonomy Techniques

Technique	Type	Description
Sweat the Details	Behavioral	Approach that encourages teachers to enforce 100% compliance with expectations.
Do It Again	Behavioral	Technique in which a teacher instructs students to complete a procedure or process that has been practiced and requires that students repeat the process if it is not done well or by all students.
Warm/Strict	Behavioral	Strategy that combines a caring tone with a “no exceptions” standard of behavioral expectations. Often used by teachers to build culture and set the tone inside their classrooms.
Stretch It	Academic	Technique in which a teacher challenges and strengthens a student’s understanding of a concept by asking the student to explain how he or she arrived at an answer, or to answer a harder question that builds off that same concept or standard.
Ratio	Academic	Method in which the teacher purposefully minimizes the time spent talking in order to afford more opportunities for the class to lead.
Precise Praise	Academic	Technique used by teachers to reward students with praise using <i>very</i> specific examples that are meaningful and genuine.

RePublic offers general guidance to teachers regarding lesson structure. Class usually begins with a “do now” —an independent problem that reviews a previously covered topic or skill that will be built upon. It then progresses to drills that facilitate the development of automaticity in critical skills. This is most common in math courses, but in other classes may involve a fun, fast-paced oral review with rapid-fire questions about grammar rules, parts of a cell, etc. After introducing the purpose of the lesson and how it relates to previous learning, teachers move into a mini lesson or short period of direct instruction before shifting to guided practice, wherein the class either practices new skills or works to understand new concepts together. Finally, students shift to independent practice for a period of time before the close of

class, at which point homework is assigned and teachers give a quick “exit ticket” or assessment that determines how successfully students understood the day’s material.

Together, these methods enable RePublic teachers to ensure that deep learning takes place, and to assess which students have not understood key parts of a lesson. This serves educationally disadvantaged students particularly well, as they are often the first to fall behind in traditional classrooms. At RePublic, individualized attention and methods for ensuring individual understanding provide teachers with regular feedback and the ability to remediate.

RePublic Provides Tiered Supports and Interventions to Support Students at All Levels

The RePublic general education model uses research-based interventions within the scope of classroom instruction in order to provide assistance to children who are at risk for poor learning outcomes.

Tier one is general education support, which aims to meet the needs of 80 percent of the student population through in-class supports, responsiveness and interventions based on regular exit tickets and assessments, and use of the focus tutoring block to provide extra supports. Tier two is for students with additional needs; perhaps they receive consistently low grades, or are not adequately advancing in their reading progress. At this tier, a member of the student support team works with the teacher to develop specific goals for the student. The student receives targeted one-on-one support and tutoring from a student support team member during the focus tutoring block. If a student does not make progress after three weeks of tier two support, then he or she will be moved to tier three. At this tier the student begins to be monitored and evaluated for special education needs, and staff gathers a holistic understanding of the child. This includes holding a meeting of family members, teachers, and the student support team to ensure that the

full team has a comprehensive understanding of the student’s needs and develops a targeted action plan, which may involve special education supports or outside help.

RePublic Provides Targeted Supports to ELL Students

All ELL students receive the same academic content as those students who are native English speakers using the Sheltered English Immersion (SEI) protocol. Teachers incorporate a variety of strategies to make the content more comprehensible—for example, using visuals and diagrams, providing many opportunities to practice key vocabulary, and using graphic organizers. Home language surveys and W-APT and ACCESS for ELLs are given to ELL students to help inform instruction. General education teachers then adapt lessons, assignments, and instructional groups to reduce language barriers and to help ELLs participate fully in the educational program. Research has shown that immersion is increasingly considered more effective in teaching English to students, as compared to bilingual education.¹⁷ RePublic directly provides or outsources appropriate support services that may be needed by ELL students in order to achieve and maintain a high level of academic performance. If it is determined to be the best course of action, the school provides pull-out instruction and/or assignment of a certified aide, teacher, or qualified consultant under contract who speaks that child’s native language. Pull-out instruction focuses on increasing basic English—including vocabulary, grammar, reading, and writing—so that students can perform and participate in their regular classes. When possible, in order to minimize disruption to the student’s daily schedule, these services take place outside of normal class time.

¹⁷ Arizona Department of Education, *The Effects of Bilingual Education Programs and Structured English Immersion Programs on Student Achievement: A Large-Scale Comparison* (July 2004), found at http://www.public.asu.edu/~macswan/ade/ade_document.pdf.

RePublic Complies with IDEA and Provides Robust Supports to Ensure Learning for Students Who Qualify for Special Education

At each RePublic School within the consortium, the special education program is led by a certified Director of Student Supports (DSS) responsible for ensuring compliance with all applicable special education laws and requirements. Special education teachers (SPED teachers) are on staff at each school to provide support services and partner with classroom teachers. RePublic educates all students within the regular classroom, unless the nature of the disability requires alternative settings. When it is critical to a student's academic progress, the school may make use of pull-out services.

SPED teachers coordinate the direct instruction and inclusion of special education students; classroom teachers are trained and guided by the DSS and SPED teachers on how to meet those responsibilities successfully, and they implement any modifications or accommodations within their classes in accordance with the students' Individualized Education Plans (IEPs). As required, tutoring, counseling, and physical, occupational, speech, and language therapy services are provided (either by RePublic staff or by specially contracted experts).

RePublic has focused on meeting the needs of as many students as possible within its schools. Nashville Prep has a high number of students with low-incidence disabilities who are being supported on site. These are defined as disabilities that traditional public schools are unable to serve with built-in staff and supports; students with these disabilities usually make up less than 1 percent of a school's population. At Nashville Prep, nine students have cognitive impairments or autism and 18 have either attention deficit hyperactivity disorder or emotional disturbance. This total of 27 students who do not possess traditional learning disabilities or language impairments makes up 43 percent of the caseload of students with disabilities at the

school, indicating the strength of both the school and the broader organization in serving students with special needs.

In addition to dedicated staff professional development time focused on special education, the DSS and SPED teachers provide significant supports to RePublic teachers. Co-planning support enhances teachers' skills and helps them to develop approaches to meet specific students' learning needs. Teachers also receive support in modifying assignments and assessments to accommodate specific learning styles, and are given best-practice research on specific approaches to working with students who have special education needs.

To identify students who may require special education supports, staff monitors students who are not responding to the tiered supports provided by the school through the general education program. The DSS then convenes a meeting with the student's parents to discuss the option of psycho-educational testing to determine the child's special education eligibility and to secure written parental consent to conduct such testing. RePublic conducts this testing, either in-house or via the services of an expert consultant. Once the tests have been conducted and the results are received, an eligibility meeting is reconvened with the parents, the DSS, the student's adviser, and other appropriate faculty. At that time, a decision is made as to the student's eligibility for special education services. If the student is eligible, an IEP specific to that student will be developed. All IEPs will be evaluated and revised as needed at least annually, and all assessments and evaluations will be repeated at least once every three years.

RePublic adheres to all obligations under IDEA (Individuals with Disabilities Education Act) and Section 504, immediately evaluating and identifying any students protected under Section 504. This includes any student determined to 1) have a physical or mental impairment that substantially limits one or more major life activities, 2) have a record of such impairment, or

3) be regarded as having such impairment. The DSS serves as the Section 504 coordinator to ensure that the legal rights of such students are met and that their special needs are served effectively. Additionally, MNPS is the local education agency (LEA) for RePublic’s Nashville schools, and therefore provides a compliance auditor who reviews all special education files and attends critical meetings to ensure effective and compliant support of students with special needs.

Section C: Quality of the Project Design

RePublic Plans to Expand to Educationally Disadvantaged Communities in the South

RePublic’s ambitious growth vision includes more than expanding its reach within Nashville. To truly transform public education outcomes throughout the South, RePublic will expand to traditionally underserved communities in Mississippi and Louisiana.

Mississippi

In fall 2015, RePublic will open ReImagine Prep with a founding class of 5th graders in Jackson, Miss.. Mississippi has historically lagged behind the rest of the country in student outcomes. According to 2013 results from the National Assessment of Educational Progress (NAEP), the state was ranked next to last in the country for 8th grade reading proficiency.¹⁸

Within the capital, Jackson, the need is particularly great. Nearly nine out of 10 students in Jackson Public Schools (JPS) are eligible for free or reduced-price lunch, and there are deep racial inequities in student performance.¹⁹ Only 38 percent of African American 8th graders achieved proficiency on the state ELA assessment in 2013, compared to 65 percent of White

¹⁸ National Assessment of Educational Progress, *State Report Cards* (Washington, DC: Institute of Education Sciences, National Center for Education Statistics, 2013), <http://nces.ed.gov/nationsreportcard/states/Default.aspx>.

¹⁹ “Mississippi Indicators,” Kids Count Data Center website, <http://datacenter.kidscount.org/data#MS/10/0>.

students.²⁰ Despite the prominent work of civil rights leaders in Mississippi over the past sixty years, Mississippi has not closed race-based achievement gaps for children in its public schools.

Louisiana

Similar to Tennessee and Mississippi, the state of Louisiana is not preparing its students for success in college and beyond. Less than one in five 8th graders in the state achieves proficiency on the NAEP math assessment, and the state ranks nearly last in reading proficiency.²¹ New Orleans, in particular, has struggled with poverty—85 percent of students in the city qualify for free or reduced-price lunch—and chronically underperforming schools.²²

RePublic will change outcomes across these three states by expanding—with the support of the federal CSP grant—to serve 4,000 students in the 2019-20 school year in schools with the capacity to serve more than 7,300 students at full enrollment. In order to attain the benefits of a diverse student body, RePublic is committed to locating its schools in neighborhoods that will bring together students of different backgrounds. As possible, school siting decisions will be made with this factor in mind, as permissible per the joint guidance of the Department of Education’s Office for Civil Rights and the U.S. Department of Justice.²³ This approach will be revisited for the opening of each new school by reviewing the latest guidance on the topic.

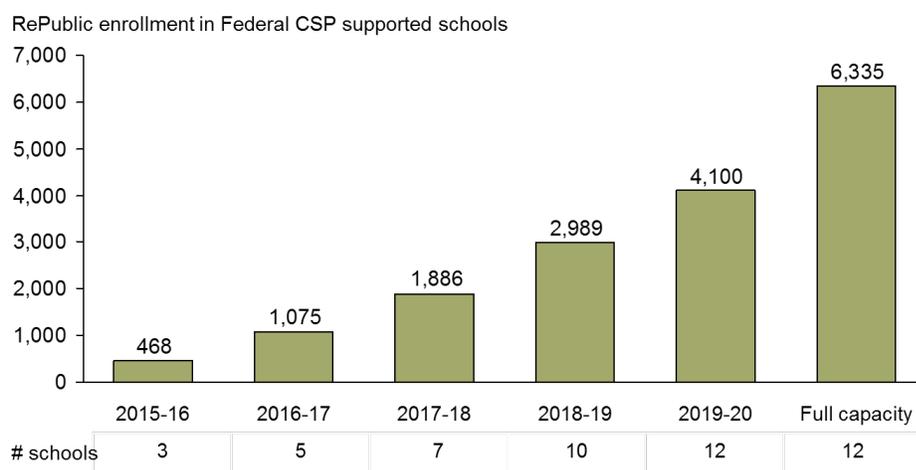
²⁰ “State-Level Data,” Mississippi Department of Education website, <http://reports.mde.k12.ms.us/data/>.

²¹ National Assessment of Educational Progress, *State Report Cards*, <http://nces.ed.gov/nationsreportcard/states/Default.aspx>.

²² Patrick Sims and Debra Vaughan, *The State of Public Education in New Orleans* (New Orleans: The Cowan Institute for Education Initiatives, Tulane University, 2014), <http://www.speno2014.com/wp-content/uploads/2014/08/SPENO-Small.pdf>.

²³ *Guidance on the Voluntary Use of Race to Achieve Diversity and Avoid Racial Isolation in Elementary and Secondary Schools* (Washington, DC: Office for Civil Rights, US Department of Education, and Civil Rights Division, US Department of Justice), <http://www2.ed.gov/about/offices/list/ocr/docs/guidance-e-se-201111.pdf>.

Figure C-1: Projected RePublic Students Served by Federal CSP Grant



Pace of Growth Is Determined Based on Environmental Factors, Internal Capacity, and Academic Success

In determining how fast to grow, the leadership team reviews how successfully current schools are operating, and assesses how well equipped the organization is to manage growth successfully. The criteria that the team evaluates include academic achievement (state assessments, TN Ready/Questar, end-of-course exams), organizational viability (enrollment, attendance, attrition, parent and staff satisfaction), success in fundraising, and the relationship with the community. The growth pace may be altered based on over- or underperformance on

these measures. The decision to expand to Louisiana will be contingent upon a set of criteria that RePublic uses to determine when it is appropriate to expand to a new region, which include:

- Population of low-income scholars of sufficient size to meet enrollment targets
- High-capacity leader identified for first school(s)
- Predictable fundraising base to support full start-up funding needs
- Availability of affordable, long-term facility options
- Public funding levels that limit the need for ongoing philanthropy
- Political environment to support a stable authorizing environment
- Community welcoming to new charter operators

Parents and Other Community Members Provide Input to the Development of Each New School

Community engagement is a cornerstone of the RePublic model, as described in the six C's of the RePublic model and as evidenced by the letters of support for this grant (see Appendix C). One of the first points of contact in a community where RePublic identifies a need for high-performing schools is the parents. RePublic coordinates meetings with families identified by community contacts as being leaders in their local community, and then works with them to determine how best to bring together a broad population of families who can provide perspectives as to what their community needs. For example, before the opening of two of RePublic's current schools, parents told RePublic leaders that in their current district school settings they were concerned about safety and lack of communication with their children's teachers. From this, RePublic invested in robust school security procedures on buses and in the school, and developed a robust system of communication that establishes strong connections between families, teachers, and administrators.

Through the school launch process, families inform and help RePublic refine the school model. They participate in orientation sessions that not only make clear the school policies and procedures but also offer families the opportunity to share their vision for their children’s future. Home visits by teachers and staff further bolster this relationship and communication cycle.²⁴

On an ongoing basis, families have the opportunity to engage with the school through weekly conversations with school advisers, home visits in which feedback about the school is solicited, opportunities to volunteer in the school, and opportunities to join the PTA (which manages school-based programming that parents deem relevant). Over time, parents may also take advantage of neighborhood team leadership opportunities to improve their community by working with other families to achieve specific goals, such as establishing safe places for students to study and organizing carpools and child care. Figure C-2 shares the types of family events hosted by RePublic’s schools.

Figure C-2. Sample Family Engagement Events

Event	Purpose
Parent Coding Night	Give parents an opportunity to see the computer science skills their children are learning at school, and build a sense of community between students, staff and parents
Spaghetti Dinner	Informal dinner to give parents a chance to socialize with one another in a non-academic setting
School-Wide PTO Meeting	Inform families of upcoming PTO events
Literacy Family Night	Swap books, sign up for library cards, assist families with finding books on scholars’ reading levels
Parent Phone Bank	Invite current families to engage in the recruitment process by reaching out to prospective families

²⁴ Heather B. Weiss, M. Elena Lopez, and Heidi Rosenberg, “Beyond Random Acts: Family, School, and Community Engagement as an Integral Part of Education Reform,” paper prepared for the National Policy Forum for Family, School, & Community Engagement, December 2010, http://media.wix.com/ugd/842f93_66df4d15cd714525b842970a3e3b3834.pdf.

The Recruitment/Enrollment Process Affords All Educationally Disadvantaged Students Equal Opportunity to Attend

RePublic pursues a grassroots strategy to enroll students across all of its schools. By recruiting engaged families representative of the community and knocking on doors in the most educationally underserved neighborhoods, RePublic focuses on attracting students who don't have other high-performing-school options. In neighborhoods with populations where a language other than English is spoken (primarily Spanish in Nashville), recruitment materials are translated into the native language, and parent volunteers or other speakers of the language participate in the recruitment process. The enrollment form for the schools contains no information about student disabilities or language, and no discrimination on the basis of student characteristics is possible. In communities in which RePublic is already established, satisfied parents spread the word about new schools and enrollment opportunities, and RePublic always works to reach the most underserved students.

RePublic will Translate Its Outstanding Nashville Middle School Results to Other Grade Levels and Geographies Effectively

High schools

Most students who attend RePublic high schools will be building on the strong foundation they have developed in middle school. RePublic does, however, admit new students at any grade level, and also "backfills" the slots of students who might leave its schools mid-year. RePublic has invested more than a year of planning for its first high school in Nashville, which launches in fall 2015. Kait Troy, the school's leader, participated in a Principal Fellowship program led by the acclaimed Relay Graduate School of Education, where she built skills as a

high school principal and learned from experts as well as from a breadth of talented current high school leaders.

Two successful models have deeply informed RePublic's thinking about high school because of their degree of success and the similarities between their student populations and those of RePublic : North Star College Preparatory High School (part of the Uncommon Schools network) in Newark and Chicago Bulls College Prep (part of the Noble Network) in Chicago. Ms. Troy has visited and developed strong, ongoing advisory relationships with the leaders at these schools. Every Chicago Bulls College Prep graduate has been accepted to a four-year university; of the 120 high schools in the city of Chicago, Bulls Prep students have always ranked in the top five with regard to ACT score growth from freshman to junior year. Graduates from North Star average four college acceptances each and approximately 90 percent enroll in four-year universities. Over the past five years, North Star's four-year college placement rate ranks highest among all high schools in the state of New Jersey. Both networks were beneficiaries of the federal CSP program in 2010, and Uncommon was again in 2011.

Mississippi and Louisiana

The demographics of the Jackson and New Orleans students that RePublic will serve are very similar to the demographics of the students served by RePublic's highly successful Nashville schools. Many students are African American and most have been poorly served by their current educational options. RePublic believes it is vital to customize its work to the needs and interests of the local community, however, which is why leadership deeply engages parents when new schools are established.

Staff members who know the local community are also crucial to ensuring that RePublic serves the community well. As of March 2015, all seven teachers hired for RePublic's first

Mississippi school had previously taught in the state, and six of the seven grew up in Mississippi, providing deep knowledge of the local context. As it continues to expand, RePublic will maintain this focus on recruiting staff who are of the community.

RePublic Decision Rights Ensure a Clear Shared Definition of Expectations While Enabling Local Tailoring

RePublic believes that individuals “on the ground” must have the ability to do what is best for the students in their schools. Accordingly, the team has developed a clear framework for decision-making rights to establish this autonomy while setting a high minimum bar for many expectations. This strikes a balance, ensuring that RePublic’s proven model will be replicated while also leaving room for innovation and local customization to meet the community’s needs. Figure C-3 indicates a subset of the types of decisions and which leadership makes them.

Figure C-3: RePublic Expectations and Decision Rights

	National	Regional	School
Scheduling	<ul style="list-style-type: none"> • Minimum length of school year (180 days) • Minimum instructional hours (37 hours a week) • Extended math and reading coursework 	<ul style="list-style-type: none"> • Annual academic calendar • Regionally required course work 	<ul style="list-style-type: none"> • Course schedule in line with regional and national guidelines • Student scheduling • Daily teacher/student schedule • After/before school supports schedule
Culture	<ul style="list-style-type: none"> • Schools upload culture data to a centralized dashboard. • Network-wide requirement for systems and structures to provide students with regular and frequent public praise, goal tracking/ recognition • Minimum expectations of family, student and staff events 	<ul style="list-style-type: none"> • Regional character education requirements • Minimum expectations for student behavior as outlined in regional code of conduct • Comprehensive regional parent and family communication plan 	<ul style="list-style-type: none"> • Creation and implementation of character curriculum • Create systems for discipline and culture to include tracking and communication • May make additions, but not subtractions, to network code of conduct • Creation and maintenance of school or grade-wide cultural levers, such as community circles

RePublic’s Logic Model Defines Specific, Measurable, and Attainable Goals, Objectives, and Outcomes

RePublic has developed specific strategies to meet each of four objectives within two goals, and success will be measured by clear outcomes. This is detailed in Figure C-4.

Figure C-4: RePublic Logic Model: Goals, Objectives, Strategies, Outcomes

Current State	Goals	Objectives	Strategies	Outcomes
<ul style="list-style-type: none"> •RS operates high-performing middle schools in TN •Need for college-prep grade 5-12 schools in TN, MS, LA •Need to invest in STEM and computer science in particular due to future opportunities for college graduate employment and current limited investment •High demand from local stakeholders for RS schools serving grades 5-12 with college-prep curriculum •Community engagement and back-office functions sized 	1. Increase by 4,100 the number of literacy-focused, computer-science-proficient, college-going students in the South	1a. Ensure high-quality college-preparatory model, with specific focus on literacy	<ul style="list-style-type: none"> •Provide robust literacy instruction and interventions •Develop school leaders to launch new schools with fidelity to proven model 	<ul style="list-style-type: none"> •Open nine new schools and expand three others, to serve 4,100 students •Middle school students match or outperform ELA scores on state tests for the highest-performing county in the state •Students earn average ACT score of 25 or higher
		1b. Develop world-class computer science program for all students	<ul style="list-style-type: none"> •Develop and implement best-in-class computer science curriculum for grades 5-12 	<ul style="list-style-type: none"> •90% of students achieve 3 or higher on CS AP exam
		1c. Enable all RePublic students to attain postsecondary degrees	<ul style="list-style-type: none"> •Provide college-readiness and college-access supports 	<ul style="list-style-type: none"> •100% of graduating students are accepted to and enroll in a four-year college or university •50% of students graduate from college within five years
		1d. Maintain high retention rate of effective leaders and educators	<ul style="list-style-type: none"> •Attract, hire, develop, and retain highly effective educators 	<ul style="list-style-type: none"> •90% of effective educators will return each year
	2. Engage families and develop infrastructure to transform education in the South	2a. Create high family and community demand for and satisfaction with RePublic	<ul style="list-style-type: none"> •Engage and organize neighborhood families 	<ul style="list-style-type: none"> •By year 3 of operation, school applications will outnumber seats available by 25% •80% of families are satisfied/highly satisfied
		2b. Regional and central back-office supports enable schools to focus on	<ul style="list-style-type: none"> •Build and enhance operational supports to support effective schools 	<ul style="list-style-type: none"> •90% of principals are satisfied/highly satisfied with supports from regional/central office

to support three schools and their communities		culture and academics		•Schools are sustainable on public funds by year 6 of operation
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Goal 1: Increase by 4,100 the number of literacy-focused, computer-science-proficient, college-going students in the South

Objective 1a: Ensure high-quality college-preparatory model, with specific focus on literacy

Strategy: Provide robust literacy instruction and interventions

Per the description in the curriculum section above, RePublic has a distinct focus on literacy and on providing explicit strategies and approaches for all students to enhance their literacy. Additionally, the focused intervention model enables additional time and support for students who are struggling readers.

Strategy: Develop school leaders to launch new schools with fidelity to proven model

Development of RePublic school leaders prior to launching a new school is critical to organizational success. RePublic endeavors to promote its principals from within to ensure a strong foundation in the RePublic approach. All principals in training participate in a 12- to 18-month, five-component program to prepare them to lead a RePublic School.

1. Residency within an existing school—shadowing the principal, and playing different leadership roles within the school in alignment with personal growth areas
2. External school visits to other high-performing urban schools around the country to examine practices, systems and structures and develop a robust network of colleagues outside of the network
3. Participation in the Relay Graduate School of Education and Building Excellent Schools principal development programs
4. Internal trainings and coaching—these begin during residency year and continue through the school operating years

5. Community engagement—getting to know community members, performing family outreach, and visiting families

The proven RePublic model is defined by the six C’s described above—College Readiness and Academic Rigor, Computer Science, Character, Community, Creators, and Curiosity—and bounded by the established clear decision rights described earlier. This model is essential to the success of future RePublic schools. The successes described in section A of this proposal will be sustained by future schools, if these model is approached with fidelity.

1a Outcomes:

- Open nine new schools and expand three others, to serve 4,100 students
- Middle school students match or outperform ELA scores on state tests for the highest-performing county in the state
- Students earn average ACT score of 25 or higher

Objective 1b: Develop world-class computer science program for all students

Strategy: Develop and implement best-in-class computer science curriculum for grades 5-12

Per the computer science description in the curriculum section above, RePublic will continue to develop and refine its tailor-made, non-expert-dependent computer science curriculum across the middle school and high school grades. RePublic’s chief information officer commits a significant portion of his time to this work in collaboration with teachers who lead the computer science classes. As RePublic continues to expand grade levels and learn from what works and does not work in its current schools, the team will refine this curriculum. The curriculum will be shared on computersciencelessons.com and feedback solicited from all users, which will enable an even more robust feedback loop from other teachers and students, thus facilitating a rapid feedback cycle.

1b Outcome:

- 90 percent of students achieve 3 or higher on CS AP exam

Objective 1c: Enable all RePublic students to attain postsecondary degrees

Strategy: Provide college-readiness and college access supports

A focus for all RePublic schools and students is college admission and completion. An overview of the supports is provided in Section B.

1c Outcomes:

- 100 percent of graduating students are accepted to and enroll in a four-year college or university
- 50 percent of students graduate from college within five years

Objective 1d: Maintain high retention rate of effective leaders and educators

Strategy: Attract, hire, develop, and retain highly effective educators

Hire: Given its schools' track record of success, RePublic has been able to attract a large number of qualified applicants to teach in Nashville. In Jackson, its role as the first charter school in Mississippi (along with the Nashville track record) has inspired many qualified applicants to apply to work with RePublic. RePublic's talent teams are focused regionally and partner with teacher development programs in addition to hiring teachers from traditional public and private schools. RePublic partners currently include Teach For America, the Nashville Teaching Fellows (run by TNTP), and the Mississippi Teacher Corps. The goal in Mississippi is to hire at least 30 percent of teachers from the local school district, in line with RePublic's goals to engage teachers who are of the community.

Develop: New teachers participate in a summer "boot camp" led by seasoned RePublic teachers and school leaders. Throughout the year, nearly 300 additional hours of professional

development—both at the school level and through individual coaching—are provided to each teacher, yielding significant opportunities for growth and development.

Retain: Retention efforts for the highest-performing teachers come in many forms, including increased opportunities for leadership and promotion as well as salary increases based on overall level of performance. This model enables RePublic to keep highly effective teachers in the classroom rather than making promotion the only pathway to higher earnings.

1d Outcome:

- 90 percent of effective educators will return each year

Goal 2: Engage families and develop infrastructure to transform education in the South

Objective 2a: Create high family and community demand for and satisfaction with RePublic

Strategy: Engage and organize neighborhood families

RePublic places a tremendous focus on engaging the community—and particularly the families of the students RePublic intends to, and ultimately does, serve. RePublic will measure community satisfaction by both waiting list numbers and the percentage of families who report satisfaction with the schools. Only 70 percent of families in urban areas are satisfied with their children’s education; RePublic aims to notably beat that average.²⁵

2a Outcomes:

- By year 3 of operation, school applications will outnumber seats available by 25 percent. Note that RePublic’s two fully grown schools have met this outcome with 179 and 240 students (for Nashville Prep and LCA, respectively) currently on waiting

²⁵ Trevor Tompson, Jennifer Benz, and Jennifer Agiesta, *Parents’ Attitudes on the Quality of Education in the United States* (Washington, DC: The Associated Press-NORC Center for Public Affairs Research, August 2013), http://www.apnorc.org/PDFs/Parent%20Attitudes/AP_NORC_Parents%20Attitudes%20on%20the%20Quality%20of%20Education%20in%20the%20US_FINAL_2.pdf.

lists for the 2015–16 school year. This represents 42 percent and 57 percent of the total student body, respectively.

- 80 percent of families are satisfied or highly satisfied with the school

Objective 2b: Regional and central back-office supports enable schools to focus on culture and academics

Strategy: Build and enhance operational supports to support effective schools

As described above and in the management plan below, RePublic’s robust operational support systems that will be built out as enrollment grows will enable schools to invest their staffing, resources, and energy in culture and academics.

2b Outcomes:

- 90% of principals satisfied/highly satisfied with supports from regional/central office
- Schools are sustainable on public funds by year 6 of operation

Section D: Quality of the Management Plan and Personnel

A Clear Management Plan with Defined Responsibilities Will Enable Program Success

RePublic has developed a robust management plan to ensure it meets its project objectives on time and within budget. RePublic’s central office, located in Nashville, will manage the project with support from regional offices in Nashville, Jackson, and New Orleans. Figure D-1 presents key project activities, responsibilities, and timelines for the CSP project.

Figure D-1: Project Implementation Plan

Major Activities and Milestones	Owner(s)	Support	Timing
<i>Grant oversight and management</i>			
Meet with central office, regional office, and school-based leaders to discuss CSP plan and project targets	CEO	Regional Directors	Upon grant award
Update baseline demographics and other data to be collected throughout grant period	Data Analyst	Principals, Regional	Upon grant award

Major Activities and Milestones	Owner(s)	Support	Timing
		Directors	
Work with U.S. Department of Education and staff to establish reporting procedures, timelines, and methods	CEO	Regional Directors	Upon grant award
<i>Grant evaluation and reporting</i>			
Gather interim data on student achievement, staff development, and community engagement, and assess progress toward goals and objectives	Data Analyst, Regional Directors, Evaluators (see Section E)	School Leadership, Evaluation Working Group	Ongoing, with annual or bi-annual evaluation meeting (with interim phone calls)
Administer state assessments and nationally-normed assessments	School Leadership	N/A	Annually
Track college readiness and computer science literacy among high school students by collecting ACT and AP Computer Science outcomes data	Regional Directors	Data Analyst	Annually
Gather data on other measures of RePublic's progress, including staff retention and parent satisfaction	Data Analyst	School Leadership	Annually
Submit program reports to U.S. Department of Education	CEO	Regional Directors	Annually
<i>New school launch and implementation</i>			
Identify community for new school; develop community relations	Regional Directors, CEO	School Leadership	Two years before launch
Identify and train school leadership	CEO	Regional Directors	One year before launch
Apply for charter from appropriate authorizing entity	CEO, Regional Directors	N/A	One year before launch
Identify and prepare facility for occupancy, including capital improvements	Regional Directors	Chief Financial Officer	One year before launch
Recruit and hire new faculty	Chief of Staff	School Leadership	Six months before launch
Train and orient new faculty	School Leadership	Regional Directors	Six months before launch; complete by September 1
Recruit and orient new students and families	School Leadership	Regional Directors	Six months before launch; complete by September 1
Identify and sign contracts with key vendors (e.g., food services, transportation)	Regional Directors	Chief Financial Officer	Six months before launch
<i>Expansion of existing schools</i>			
Recruit and hire additional instructional and non-instructional staff	Chief of Staff	School Leadership	Six months before start of new school

Major Activities and Milestones	Owner(s)	Support	Timing
			year
Recruit and enroll additional students	School Leadership	Regional Directors	Annually; complete by September 1
Draft annual budget; monitor progress toward meeting targets	Regional Directors, Chief Financial Officer	School Leadership	Draft budget annually by June 30; monitoring is ongoing
Ensure academic program meets students' needs and aligns with state standards	Network Curriculum Team	School Leadership	Ongoing
Support school-based staff with professional development and clear performance management framework to ensure high levels of satisfaction and retention	School Leadership	Regional Directors	Ongoing
Develop multiple communication channels with students' families; respond to feedback; gather data on parent satisfaction	School Leadership	Regional Directors	Ongoing
<i>Supporting services from central and regional offices</i>			
Training for board members of RePublic Schools, Inc., RePublic Schools, Nashville, RePublic Schools, Mississippi, and RePublic Schools, Louisiana	CEO	Chief Financial Officer	Annually by June 30
Professional development for regional office staff	CEO	N/A	Annually by June 30
Professional development for RePublic principals, teachers, and support staff	Regional Directors, CEO	N/A	Monthly
School support visits and audits	Regional Directors	CEO	Biannually
Development and continuous improvement of computer science curriculum based on interim assessments, student outcomes on AP Computer Science exam, and staff feedback	Chief Information Officer	N/A	Ongoing

Republic's Governance Structure Ensures Effective Management of Each Region

RePublic is applying for the CSP grant as a consortium consisting of two independent entities: RePublic Schools, Inc., and RePublic Schools, Nashville. RePublic developed this

governance structure to plan effectively for its expansion to Mississippi in fall 2015.²⁶ If RePublic is awarded the grant, RePublic Schools, Inc., will serve as the grantee and fiscal agent.

The two entities within the consortium are overseen by separate governing boards. The RePublic Schools, Inc., board of directors governs the national charter management organization; in addition, it currently governs and holds the charters to its schools in the Mississippi region. Ravi Gupta, CEO of RePublic Schools, Inc., reports to this entity. The RePublic Schools, Nashville, board of directors holds the charters for all schools in Nashville, and Ravi Gupta reports to this board as well. In each region there will be regional directors who report to Ravi and oversee the day-to-day functions of the schools.

RePublic is in the process of developing a separate Mississippi regional board of directors; by January 2016, this new board will be accountable for the Mississippi charter (see Appendix H-1 for the current and pending governance structure). This Mississippi regional board will hire and manage the Mississippi-based regional director. Likewise, RePublic will establish a regional board of directors in Louisiana once it expands to New Orleans.

Board members undergo exemplary training to support RePublic's current operations and growth strategy effectively. RePublic's track record in Nashville illustrates its ability to develop a high-impact board of directors that can successfully shepherd the growth of the charter school network. To review bylaws and board member biographies, see Appendices B, H-2, and H-3.

RePublic's Central Office Supports High-Quality Schools and Network Growth

The central office will support the RePublic network, ensuring that regions have the resources, systems, and talents needed to best serve schools and students. The role of RePublic's central office is to support regions across specific financial, operational, and instructional

²⁶ Mississippi's charter law mandates that charter schools must be operated by a 501(c)(3) based in the state.

functions that benefit from scale and centralized management. This model enables regional offices and schools to have a clear focus on developing leaders and driving student achievement.

Key senior leadership within the central office includes RePublic’s CEO, regional directors, chief financial officer, and chief information officer (see Appendix B for résumés of these and other key personnel and Appendix H-4 for the organizational chart). RePublic’s central office will carry out the following functions to support its network.

Financial management: The central office finance team is responsible for the bulk of “back office” financial management of both the regions and CMO itself. In collaboration with regional office staff and school leadership, the central office develops and monitors budgets by reviewing monthly financials. In addition, the central office holds responsibility for all financial reporting and carries out strategic financial modeling for major projects (e.g., facility financing).

Development and external relations: Each region, in consultation with the central office, sets specific development targets at the beginning of each fiscal year. The central office then designs and implements programs to meet those targets. Additionally, the central office helps regions attain program grants and other project-based resources. Although regions hold responsibility for funding ongoing programming, the central office provides support in securing philanthropic commitments when regions are scaling to support school start-up, school scale-up, and capital campaigns. The central office also provides regions with support for press inquiries, marketing materials, Web marketing, branding, and other media relations services as requested.

Talent and performance management: The central office leads talent recruitment efforts and designs and implements effective processes to ensure selection and retention of high-quality teaching and administrative staff. RePublic’s central office has designed processes and

tools that all schools can use to evaluate and support teachers and leaders. An observation Web application, for instance, enables administrators to give feedback aligned to a consistent rubric.

Assessment and data: The central office is in the process of defining a common set of standards related to ELA, math, science, social studies, and computer science outcomes to the extent possible while remaining aligned with the standards of each state. It will also help to design interim quarterly assessments, aligned to these standards, so that schools and regions can monitor student progress.

Computer science instructional support: Given the relative lack of high-quality curricula for computer science, one key function of RePublic’s central office is to provide instructional support in this area to schools. The central office provides each region with a comprehensive computer science instructional program design, including curriculum development, curriculum scope and sequences, instructional support, common standards, diagnostic assessments, and analysis of computer science instructional quality.

Curriculum development, knowledge capture, and sharing: The central office develops the curriculum employed by all RePublic schools, although specific coursework and grading policies may vary based on a school’s local and state context. RePublic also encourages school-level innovation, and is currently developing a team to codify and share innovations and best practices across the network. To facilitate knowledge-sharing across schools, the central office has designed a Web-based platform that provides teachers with instructional tools, including guided practice, unit plans, quizzes, and other assessments.

Strategic planning and regional launch: The central office sets the strategic direction of the organization and manages future growth of schools. Regional leadership and the central office make decisions around growth within an existing region based on specific criteria,

including a proven track record among existing schools. The central office will also make decisions around expansion to new regions based on specific greenlighting criteria. Central office functions include drafting and revising the organization's strategic plan annually, staffing new regions, building community relations, and drafting charters in new regions.

RePublic's Regional Offices Provide Direct Support to Schools

Each city in which RePublic operates also has a small regional office responsible for the day-to-day oversight and management of schools. Regional staff include a regional director and a community organizer. Key functions of each regional office include:

Parent engagement and recruitment: Before launching a new school, regional staff engage parents in target communities to ensure successful student recruitment and enrollment. The regional offices make a significant effort to recruit a racially diverse student body, and to ensure that the demographics reflect the surrounding schools. Once schools are in operation, the office develops a regional communication plan to engage all parents and families.

Leadership development: Each regional office, in collaboration with the curriculum team, provides leadership coaching and development to all current and rising principals. The regional directors conduct performance reviews for school leaders.

Operations: With the assistance of RePublic's central office, the regional office creates and maintains regional budgets. It also selects and maintains regional facilities, provides technical support to school-based operations teams, and engages legal counsel for the schools or region as necessary.

Human resources: With support from RePublic's central office, each regional office will also make benefits and retirement selections, develop contracts, and set employee policies.

The Experience of RePublic's Leadership Will Help to Ensure Project Effectiveness

RePublic founder and CEO Ravi Gupta will be the project director for the CSP Replication and Expansion project. In 2010, Ravi joined the Building Excellent Schools Fellowship, where he studied and learned from best practices employed by the highest-performing schools and school leaders in the nation. After founding Nashville Prep, he led the school to be named the highest-performing charter school in the state of Tennessee by Stanford University's CREDO. Ravi previously served as special assistant and speechwriter to Susan Rice, U.S. ambassador to the United Nations. He also spent two years working on Barack Obama's 2008 presidential campaign—joining then-Senator Obama's exploratory committee and working through the primary and general elections. Ravi was responsible for planning, recruiting, managing, and executing fundraising events for more than 10,000 attendees to raise six-figure amounts, ultimately raising about \$2 million in total for the campaign. While on the campaign, he directly managed two paid employees and approximately 50 volunteers throughout the mid-Atlantic region. During the primary election, Ravi organized voter registration and turnout operations in more than a half-dozen states; during the general election, he served as assistant to chief strategist David Axelrod. The scope of these projects is similar to the work required to oversee the implementation of the federal CSP grant. Ravi received his J.D. from Yale Law School and his B.A. from Binghamton University. In 2012, he was named to the Forbes 30 Under 30 List.

The board chairs of RePublic Schools, Inc., and RePublic Schools, Nashville, will also play an active role in the execution of this project.

Shomik Dutta is the board chair of RePublic Schools, Inc. Shomik is co-founder and managing director of Dusable Capital Management, a private equity fund focused on renewable energy and green infrastructure investments. He previously served as special adviser to the FCC

chairman and as a White House aide. Earlier in his career, Shomik served as the mid-Atlantic finance director for Obama for America, joining the campaign in its earliest days, before its official formation and announcement. In this role, he created and executed a finance plan that raised over 80 million dollars and broke all existing fundraising records. Shomik received his M.B.A. from the Wharton School and his B.A. from Williams College.

John Baird is the board chair of RePublic Schools, Nashville. John is an attorney with the Law Office of John M. Baird and a property law instructor at the Nashville School of Law. He is also of counsel at White & Reasor, PLC. John received a B.A. in philosophy from Vanderbilt University and a J.D. from the University of Memphis Cecil C. Humphries School of Law.

Biographies of all board members and other key personnel can be found in Appendix B. *Beyond the Period of Federal CSP Funding, RePublic Will Provide the Same Supports to Schools through Per-Pupil Funding*

RePublic's central office is designed to support the growth of high-quality regions and schools by centralizing certain functions that benefit from scale and efficiency, including back-office financial functions. RePublic has designed its financial model so that each new school breaks even between its fourth and seventh year of existence (see the Budget Narrative for additional details). Once fully enrolled, individual RePublic schools will be sustainable on public funding from the federal, state, and local governments. Each regional office is designed to break even by fiscal year 2020. The regional offices are funded as a shared cost distributed across all regional schools, plus a start-up fee for new schools.

Each School Will Receive Its Commensurate Share of Federal Funds

To ensure that its schools receive their commensurate share of federal education funds that are allocated by formula, RePublic will be responsible for the following:

- To receive federal funds under CSP guidelines, RePublic will notify either the local education agency (LEA) or state authorizing agency when schools will open, in order to receive funds in accordance with the final federal Charter Schools Program.
- If requested by the LEA or state authorizing agency, RePublic will provide all information necessary so that these entities can estimate how much public funding school is eligible to receive.
- Once a RePublic school opens, it will provide actual enrollment and eligibility data to the LEA or state agency.

RePublic Benefits from Strong Long-Term Community and Philanthropic Partners

RePublic is grateful for the support of its community and philanthropic partners who contribute to the success of its schools. In Tennessee, RePublic has developed relationships with a number of organizations, including YMCA of Middle Tennessee, Hands On Nashville, Vanderbilt University, Tennessee State University, Teach For America – Nashville, and the Nashville Teaching Fellows. Its partnerships with Teach For America and Nashville Teaching Fellows have brought talented teachers into its classrooms. RePublic and Tennessee State University are in the process of developing a cross-registration system so that RePublic High School’s students can eventually take classes for college credit. Philanthropic partners who have supported RePublic’s growth in Nashville include the Walton and Sunnyside Foundations. In 2014 RePublic became part of the Charter School Growth Fund (CSGF) portfolio, receiving \$2.96 million and ongoing strategic support from CSGF to scale and serve more students.

In Mississippi, RePublic has developed relationships with Downtown Jackson Partners, Midtown Partners, New Horizon Ministries, Inc., the Mississippi Charter Schools Association, Hope Enterprise Corporation, Mississippi First, and Teach For America – Mississippi. Key

fundes include Leland Speed and the Regions Bank Foundation. Letters of support from local and national partners and fundes can be found in Appendix C.

Figure D-2: Selected Evidence of Philanthropic Support, 2011–2016

Example Source	Amount
Federal Charter Schools Program	\$1,200,000
Charter School Growth Fund	\$2,960,000
Walton Foundation	\$500,000
Scarlett Foundation	\$246,800
Next Generation Learning Challenges (led by EDUCAUSE)	\$100,000
Leland Speed	\$100,000
Regions Bank Foundation	\$100,000

RePublic’s Schools Have a Formalized Accountability Relationship with Authorizers

MNPS will be the charter school authorizer for all new RePublic schools in Nashville. Each school will be reviewed annually according to MNPS’s Academic Performance Framework, which classifies schools into one of five categories based on student growth, college and career readiness, faculty culture, and student and family support. Schools that do not meet standards articulated in the framework will be placed on probation; in the event that they are unable to meet performance targets, MNPS can revoke their charter.²⁷ There is no authorizer fee in Nashville. See Appendices H-5, H-6, and H-7 for current charter agreements between MNPS and Nashville Prep, Liberty Collegiate Academy, and Nashville Academy of Computer Science.

In Jackson, the Mississippi Charter School Authorizing Board (MCSAB) is the charter authorizer for ReImagine Prep (see Appendix H-8 for charter agreement) and all future RePublic Schools in the city. MCSAB will evaluate charter schools annually using measures related to

²⁷ http://www.mnps.org/dynimg/_GGAAA_/docid/0x7AC106CC8ACA1FE4/2/APF%2B2014%2B-%2BExecutive%2BSummary.pdf.

student academic proficiency and growth, achievement gaps between student subgroups, attendance, retention, and suspension and expulsion. The authorizer fee in Mississippi is 3 percent of state funding based on the Mississippi Adequate Education Program formula.²⁸

Either a local authorizer or the Louisiana Board of Elementary and Secondary Education will be the charter authorizer for RePublic’s schools in New Orleans. The authorizer will charge each school a fee of up to 2 percent of per-pupil revenue to cover costs related to reviewing a charter application, monitoring school performance, and collecting and reporting data.²⁹

RePublic Has a Clear Plan for School Improvement and, in Extreme Circumstances, Closure

RePublic will make every effort to monitor, support, and improve schools that are chronically underperforming. To ensure that the regional and central offices are aware when schools are struggling, RePublic has developed an organization-wide dashboard that collects academic and non-academic data from schools (see Appendix H-9). The regional and central offices formally monitor the dashboard at least every quarter. RePublic also employs biannual site visits and audits—modeled off the Building Excellent Schools audit process—to evaluate the academic and operational health of every school (see Appendix H-10). The CEO or regional director and two outside experts will carry out site visits, each of which will last a full day or longer to ensure a comprehensive picture of a school’s day-to-day operations.

Should the dashboards or audits reveal any gaps toward expected progress within a school, regional staff will develop action plans to address the school’s weaknesses. To support underperforming schools, RePublic’s regional offices (and the central office when necessary)

²⁸ Mississippi Charter Schools Act of 2013, HB 369, Mississippi Legislature Regular Session (2013)

<http://billstatus.ls.state.ms.us/documents/2013/pdf/HB/0300-0399/HB0369CS.pdf>.

²⁹ “Adequate Authorizer Funding,” National Alliance for Public Charter Schools website,

<http://www.publiccharters.org/law-database/adequate-authorizer-funding/>.

will provide resources, thought partnership, and coaching support over a sustained period of time. If a school does not exhibit demonstrable progress, RePublic will, as a last resort, decide to close the school at the end of the academic year. RePublic will partner with the relevant authorizer and make every effort to communicate this decision in a thoughtful manner to students and families, and will provide the support necessary to ensure that students are able to enroll in a high-performing RePublic or other public school in the same community.

RePublic Has Not Requested Any Federal Waivers or Faced Significant Compliance Issues

Over the past three years, RePublic has not made any requests for waivers of any federal statutory or regulatory provisions. It has also not identified any compliance issues within its schools in the areas of student safety, financial management, or statutory or regulatory compliance.

Section E: Quality of the Evaluation Plan

RePublic's history of conducting sophisticated evaluations of its work, using findings to inform planning and practice, and sharing what it learns with the field will be continued and expanded through this grant to add depth in the evidence base about school, and charter school successes. This evaluation will focus on two areas:

- 1) RePublic's impact on student learning
- 2) RePublic's ability to scale to and sustain in new communities while maintaining fidelity to its core educational model.

These learning priorities align to major goals, objectives, and strategies proposed by RePublic and represented in detail within its Logic Model for this initiative.

For the first learning priority related to student learning, the evaluation will capitalize on

naturally-occurring randomized groupings for experimental comparisons of student achievement (both snapshots and gains) between students attending RePublic schools and their peers attending traditional schools. Specifically, all applicants to RePublic schools will form an “intention to treat” group. Through the admission lottery process, these students will be randomly assigned to “treatment” (students that “win” the lottery and attend RePublic Schools) and control groups (students that “lose” the lottery). This experimental design is considered the “gold standard” for evaluating the impact of charter schools³⁰. Both groups of students will be tracked longitudinally, particularly on standardized assessments in Reading and Math, and comparisons of individual student growth and school-level effects will be analyzed through Hierarchical Linear Modeling. The RePublic students will be compared as cohorts (based on enrollment dates) with control students within their state to mitigate potential state-related confounds. Evaluators will monitor ongoing student enrollment (e.g., students that “switch” to a RePublic school, or “drop” from a RePublic school to a traditional school), overall attrition and sample equivalence, and will determine appropriate adjustments (e.g., stratification or covariation) if necessary. Benchmark data, such as the performance of RePublic schools in relation to other schools throughout the state, will also be reported via descriptive, longitudinal trends to provide the larger contextual framework within which the schools are operating and to represent how RePublic is comparatively positioned.

For the second learning priority related to implementing and sustaining at scale, the evaluation will leverage existing data that are tracked descriptively at the macro (e.g., important organizational milestones for expansion) and micro level (e.g., critical factors for implementation

³⁰ The National Alliance for Public Charter Schools (2010). *Measuring Charter Performance: A Review of Public Charter School Achievement Studies* 6th edition; The National Alliance for Public Charter Schools: Washington, DC.

with fidelity, such as instructional observations). These data will be complemented by original data collection as appropriate, such as surveys of teachers, administrators, and parents. As new schools open, surveys can be timed to collect early feedback from these stakeholder groups and may serve both as needs-sensing information and baseline information to detect growth and change over time. When appropriate, case studies may be developed to describe specific innovative and effective practices within or across new RePublic schools.

Bellwether will bring deep evaluation expertise as RePublic's partner in this work

Bellwether Education Partners (Bellwether) has agreed to provide the evaluation for this project. Bellwether is a nonprofit dedicated to helping education organizations—in the public, private, and nonprofit sectors—become more effective in their work and achieve dramatic results, especially for high-need students. With experience conducting both short and longer-term evaluations, manipulating existing data sets, designing instruments, collecting original data, and analyzing and reporting of various kinds, the Bellwether evaluation team has served a variety of clients and federal grants and is experienced in federal reporting – bios can be found below. Furthermore, Bellwether has an excellent understanding of RePublic's work and will combine analytical rigor with knowledge about the contextual variables of the organization.

Allison Crean Davis, Ph.D. is a Senior Advisor with Bellwether Education Partners and leads the evaluation practice. Allison acts as Coordinator for Evaluation at the federally-funded (US Department of Education) Center on Innovation in Learning at Temple University and has provided evaluation and planning support for several summer learning initiatives. She is a Founder and Vice-Chair of the Board of Directors at Baxter Academy for Technology and Science. Allison has done extensive work building the capacity of organizations to evaluate their own efforts for continuous improvement, including state education agencies, districts, schools,

and foundation grantees. Prior to her work as a consultant, Allison was the Program Director for Research at the North Central Regional Educational Laboratory's (now part of American Institutes for Research) Center for Data Systems and Development. Allison earned her Ph.D. in Clinical Psychology from the Illinois Institute of Technology and a B.A. in both Psychology and Spanish from Lafayette College.

Catherine Callow-Heusser, Ph.D. is a Senior Consultant to Bellwether. Catherine is the former Director of Developmental Mathematics and faculty in the Mathematics and Statistics Department at Utah State University (USU). She serves as the Director of Research and Evaluation for a National Science Foundation Small Business Innovation Research Grant to develop and evaluate mobile applications to teach beginning reading skills. She received her doctorate in Educational Research and Evaluation from USU, where she has worked a substantial portion of the past 25 years as an instructional designer and evaluator of programs serving struggling students and students with disabilities. From 2004-2011, she served as the external evaluator for the Bureau of Indian Education's Federal Reading First and BIE READS programs.

Lynann Barbero, M.Ed. is a Senior Consultant to Bellwether and has deep experience in the development and evaluation of curriculum and instructional programs; research-based instructional methodologies (particularly related to literacy), Response to Intervention (RTI), Special Education, and the use of formative assessment data for ongoing evaluation and continuous improvement. In her work with RAND and The Wallace Foundation, Lynann has evaluated the summer learning Reading curricula and professional development efforts for six urban school districts nationwide. She has also led the development of various curricula for BELL (Building Educated Leaders for Life). Lynann is the former Director for the Statewide

System of Support and Director of Educational Enhancement Programs for the Bureau of Indian Education (BIE), served as a Coordinator for Special Education for BIE schools, and served as Director of Education for the New Mexico School for the Deaf. She earned her M.Ed. in Special Education/Education Administration from the University of New Mexico and a B.S. in Deaf Education/Elementary Education from Illinois State University.

RePublic's Evaluation Working Group and Evaluation Framework will Guide the Evaluation

Bellwether will tether the evaluation process to the thinking and decision-making of an evaluation working group represented by leaders from RePublic and the lead evaluator from Bellwether. We propose that this group meet in-person exclusively for the purpose of planning and reflecting upon results a minimum of two times during years one and five (when evaluation preparation and reporting burdens are higher) and one time during years two through four. Other meetings, including virtual, will be scheduled as-needed. The objectives for the evaluation working group will include:

- Ensuring the evaluation questions, design, tools, execution, and related findings speak to the project goals and grant reporting requirements throughout the course of the assignment.
- Providing context and information that may guide the evaluation process.
- Optimizing participation from stakeholders during data collection.
- Boosting odds that stakeholders will consider the evaluation's implications and recommendations.
- Providing an opportunity for leaders within the organization to collaborate around solutions.
- Identifying optimal ways to disseminate findings, including publications, website posting, conference presentations, social media, etc.

A preliminary evaluation framework has been developed to represent proposed evaluation questions, their alignment with RePublic’s learning priorities for this initiative, and the comparisons, indicators, and data capture methods being proposed. This is not an exhaustive representation of measures and data collection tactics. Rather, it capitalizes on and complements those cited throughout this proposal that are/can be tracked and measured, e.g., student achievement indicators (RePublic’s assessment framework), implementation indicators (Curricular Elements for Middle and High School), parental engagement indicators (Sample Family Engagement Events), “Republic Expectations and Decision Rights”, both outputs and outcomes represented in the “RePublic Logic Model”, and expansion/scale up indicators (“Project Implementation Plan”). This framework in Figure E-1 represents, at a high level, the supporting information and processes that support the proposed evaluation design.

Data will be analyzed formatively (quarterly and annually) and summatively (project end) in response to the guiding questions above. The evaluation working group will reflect on formative results quarterly (e.g., project milestones, implementation variables) for ongoing decision-making related to program implementation and enhancement. Annually, the group will convene to assess progress toward longer-term goals (e.g., project milestones, implementation variables, and student outcomes), review formal evaluation reports and draft publications, and refine plans for the dissemination and communication of results to the sector and public at large.

Figure E-1: Preliminary Evaluation Framework

Learning Priority	Evaluation questions	Analyses	Indicators	Data capture methods	Timing
Impact on Student Learning	<i>Are students in RePublic schools outperforming peers?</i>	RePublic students compared with Randomized Control group	Summative assessments by state (e.g., TN Ready in	Assessment data (RePublic students and control group via data sharing	Annual

		Hierarchical Linear Modeling	Tennessee) in Reading, Math	agreements)	
	<i>Is the achievement gap between student demographic groups being narrowed at a more rapid pace than it is statewide?</i>	Between-student demographic group comparisons of performance (i.e., percent proficient) each year and over time; benchmark in relation to state trends	Summative assessments by state in Reading, Math	Assessment data (RePublic students and control group via data sharing agreements)	
	<i>Are RePublic students proficient in Computer Science?</i>	Descriptive analyses: Percent proficient by cohort; benchmark in relation to external trends when available (e.g., AP exam)	Local assessments and/or teacher grades in computer science classes; For HS students, AP Computer Science exam score of 3 or higher	RePublic local computer science assessment results and/or grades; AP scores	
	<i>Exploratory analyses: Are RePublic students building readiness for postsecondary education, including enhancement of noncognitive skills?</i>	Descriptive trends over time, benchmark in relation to external trends when available (e.g., AP exam scores, ACT scores); Consider comparisons among student demographic groups	AP enrollment, AP exam scores, ACT scores; Postsecondary readiness and aspirations noncognitive variables	RePublic student data (e.g., AP course enrollment, AP testing results, ACT testing results); original data collection (e.g., student and teacher self-report surveys on noncognitive variables and postsecondary aspirations)	
Ability to Scale	<i>Is RePublic's central management support sustaining effective practices through expansion efforts?</i>	Descriptive trends over time, benchmark in relation to RePublic's own goals and standards	Internal support targets prescribed by RePublic model	RePublic monitoring data, supplemented as-needed by central management staff surveys and/or interviews	Quarterly
	<i>Is RePublic expansion unfolding as planned?</i>	Descriptive trends over time, benchmark in relation to RePublic's proposed milestones	RePublic milestones (e.g., facilities, hiring, student applications)	RePublic monitoring data	

<i>As RePublic scales to new states and schools, are existing RePublic schools sustaining implementation of the core educational model and positive student outcomes?</i>	Descriptive trends over time, benchmark to determine fidelity in relation to RePublic's prescribed targets and standards	Implementation data examples: Instructional dosage, fidelity of enacted curriculum, fidelity of instructional methodology, parental engagement	Multiple methods, including: RePublic documentation (e.g., school schedules, curriculum review, classroom pacing guides, assessment schedules, parental attendance at specific events); Classroom observation scores; surveys of leaders, teachers, parents, and students	Annual document review and survey administration
<i>To what degree are new communities adopting the RePublic model "as-is" vs. innovating? What drives innovation?</i>	Outliers on specific implementation data; Selected case studies based on qualitative feedback	Implementation data examples (see above)	Multiple methods (see above)	Annual
<i>When innovation occurs, are key outcomes consistent with expectations?</i>	Trajectory of student achievement data (i.e., stable vs. growing or decreasing over time)	Summative assessments by state (e.g., TN Ready in Tennessee) in Reading, Math	Assessment data (RePublic students and control group via data sharing agreements)	Annual

Figure E-2: Performance Measures by Year

Goals	2015–2016	2016–2017	2017–2018	2018–2019	2020 Outcomes
1) Increase by 4,100 the number of computer-science-literate, college-ready students in the South	•Addition of 372 new seats	•Two new schools, cumulative capacity for 890 students	•Four total new schools, cumulative capacity for 1,780 students	•Seven total new schools, cumulative capacity for 3,000 students	•Open nine new schools, with capacity for 4,400 total students
	•Middle school students match or outperform ELA scores on state tests for the highest performing county in the state	•Middle school students match or outperform ELA scores on state tests for the highest performing county in the state	•Middle school students match or outperform ELA scores on state tests for the highest performing county in the state	•Middle school students match or outperform ELA scores on state tests for the highest performing county in the state	•Middle school students match or outperform ELA scores on state tests for the highest performing county in the state
	•N/A (no 11 th grade students)	•N/A (no 11 th grade students)	•Average ACT score of 25 or higher	•Average ACT score of 25 or higher	•Average ACT score of 25 or higher
	•N/A (no 10 th grade students)	•90% of students achieve 3 or			

		higher on CS AP exam			
	•N/A (no graduating students)	•N/A (no graduating students)	•N/A (no graduating students)	•100% of graduating students are accepted to and enroll in a four-year college or university	•100% of graduating students are accepted to and enroll in a four-year college or university
	•N/A (no students graduated five years earlier)				
	•90% of effective educators will return each year	•90% of effective educators will return each year	•90% of effective educators will return each year	•90% of effective educators will return each year	•90% of effective educators will return each year
2) Engage families and develop infrastructure to transform education in the South	•By year 3 of operation, school applications will outnumber seats available by 25%	•By year 3 of operation, school applications will outnumber seats available by 25%	•By year 3 of operation, school applications will outnumber seats available by 25%	•By year 3 of operation, school applications will outnumber seats available by 25%	•By year 3 of operation, school applications will outnumber seats available by 25%
	•80% of families are satisfied/ highly satisfied				
	•90% of principals are satisfied/ highly satisfied with supports from regional/ central office	•90% of principals are satisfied/ highly satisfied with supports from regional/ central office	•90% of principals are satisfied/ highly satisfied with supports from regional/ central office	•90% of principals are satisfied/ highly satisfied with supports from regional/ central office	•90% of principals are satisfied/ highly satisfied with supports from regional/ central office
	•Schools are sustainable on public funds by year 6 of operation	•Schools are sustainable on public funds by year 6 of operation	•Schools are sustainable on public funds by year 6 of operation	•Schools are sustainable on public funds by year 6 of operation	•Schools are sustainable on public funds by year 6 of operation

Based on baseline data shared in Section A regarding the performance of RePublic’s schools and students, the achievement of middle school students and expectation for family and principal satisfaction are ambitious yet achievable. For student achievement results for which there is not yet a baseline because RePublic does not yet serve the relevant grade levels, a baseline will be established in the first possible year and goals may be modified after that time

In conclusion, the federal CSP program will further RePublic's mission of transforming education in the South through direct support of more than 4,000 students across 12 schools in three states. Beyond the direct impact on these students, RePublic's student performance will indicate what is possible in public education, raising expectations for other local schools in communities serving educationally disadvantaged students. The focus on computer science, and the drive to help disadvantaged youth at RePublic and beyond to gain a set of skills critical to success in the future workplace, positions RePublic as a revolutionary force on the education landscape. With the support of the CSP grant, RePublic will be part of the story that helps to right the wrongs of inequity in the South, turning it into an epicenter of student success.

Application Requirements

Note that descriptions have been shortened to conserve space

- (a) Describe the objectives of the project: Section C p34-35
- (b) Describe how the applicant currently operates or manages schools: Section D p42-46
- (c) Describe how the applicant will ensure that each proposed new or substantially expanded charter school receives its commensurate share of federal education funds: Section D p48
- (d) Describe the educational program to be implemented: Section B p15-26
- (e) Describe the administrative relationship between charter school and authorizer: Section D p49-50
- (f) Describe how the applicant will provide for continued operation of the schools once the federal grant has expired: Section D p48
- (g) Describe how parents and other members of the community will be involved in the planning, program design, and implementation: Section C p30-31
- (h) Include a request and justification for waivers of any provisions: No waivers requested
- (i) Describe how the grant funds will be used: Budget Narrative
- (j) Describe how all students in the community will be informed about the schools: Section C p31
- (k) Describe how the LEAs will comply with IDEA: Section B p24-26
- (l) Provide information on any significant compliance issues: None identified
- (m) For each school provide:
 - the year founded, the grades currently served, the number of students, the address: Appendix E
 - the percentage of students in each subgroup of students: Absolute Priority 2 p4
 - results on the state assessment for the past three years by subgroup: Appendix F
 - attendance rates, student attrition rates for the past three years: Section A p10-11
- (n) Provide objective data showing applicant quality.
 - (1) Performance: Section A p12-13 and Appendix F
 - (2) Annual student attendance and retention rates: Section A p10-11
 - (3) High school graduation rates, college attendance rates, and college persistence rates:
Not applicable
- (o) Provide such other information and assurances as the Secretary may require: Not applicable

Other Attachment File(s)

* **Mandatory Other Attachment Filename:**

To add more "Other Attachment" attachments, please use the attachment buttons below.

CHARTER SCHOOLS PROGRAM ASSURANCES – REPLICATION AND EXPANSION

Pursuant to Section 5203(b)(3) of the Elementary and Secondary Education Act of 1965, as amended (ESEA); Title III of the Consolidated and Further Continuing Appropriations Act, 2015; and sections 200.302(a) and 200.331(d) of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, a Replication and Expansion of High-Quality Charter Schools Grant under the CSP must contain the following assurances.

As the duly authorized representative of the grantee, I certify that the grantee has submitted to the Secretary, or will submit 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 2015, published in the Federal Register on June 12, 2015.
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.



SIGNATURE OF AUTHORIZED OFFICIAL

TITLE

DATE

APPLICANT ORGANIZATION

DATE SUBMITTED

RAVI M. GUPTA

EXPERIENCE

REPUBLIC SCHOOLS February 2013 – Present

Chief Executive Officer

Chief Executive Officer of RePublic Charter Schools, a newly founded organization dedicated to reimagining the public school experience in the South by opening high quality schools and pursuing impactful legislation.

NASHVILLE PREPARATORY CHARTER SCHOOL August 2011 – Present
Founder and Executive Director

Founder and Executive Director of Nashville Preparatory Charter School, a high performing, no excuses grades 5-7 (5-12 at full growth) charter school serving predominantly low-income students in North Nashville. For the past two years (2012 and 2013), Nashville Prep has been ranked as the highest performing charter school in Tennessee by the Stanford University Center for Research on Education Outcomes (CREDO).

NASHVILLE ACADEMY OF COMPUTER SCIENCE May 2013 - Present
Founder and Executive Director

Building and managing a team of educators to lead a newly-chartered (opening August 2014) grade 5-8 public school modeled off of Nashville Prep, with the addition of a core computer science curriculum.

BUILDING EXCELLENT SCHOOLS April 2010 – August 2011
Fellow

Participated in an intensive one-year training program in urban charter school creation and leadership. The Fellowship was in preparation for the founding of Nashville Prep.

U.S. MISSION TO THE UNITED NATIONS, U.S. DEPARTMENT OF STATE January 2009 – April 2010
Special Assistant to the U.S. Ambassador, Susan Rice

Was appointed by the President to serve as traveling aide and speechwriter to Susan Rice, U.S. Ambassador to the UN and member of President Obama's Cabinet. Top Secret/SCI Clearance.

OBAMA FOR AMERICA/AXELROD & ASSOCIATES July 2008 – Nov. 2008
Assistant to the Chief Strategist, David Axelrod

Served as assistant to the campaign's Chief Strategist.

OBAMA FOR AMERICA Feb. 2007- March 2008
Deputy Mid-Atlantic Finance Director, Countdown to Change Finance Director

Deputy fundraiser for Delaware, Pennsylvania, Maryland, Washington DC, Virginia, and West Virginia. Coordinated the Countdown to Change effort—a series of large fundraising rallies across the country that expanded the small donor database by over fifty thousand.

OBAMA FOR AMERICA Dec. 2007- Nov. 2008
Regional Get Out The Vote (GOTV) Director

Coordinated GOTV operations for the City of Philadelphia and northeastern Ohio during the primary election, and central Ohio during the general election.

ORPHANS OF RWANDA, INC. (www.OrphansofRwanda.org)
PR/Award # U282M150025

Director of Development

Directed fundraising, donor management, and grant management for an organization that provides university support and healthcare for children in Rwanda orphaned by the 1994 genocide and/or HIV/AIDS.

EDUCATION

YALE LAW SCHOOL, New Haven, CT

J.D., 2009 (Leave of absence Jan. 2007 – Jan. 2008).

BINGHAMTON UNIVERSITY - STATE UNIVERSITY OF NEW YORK, Vestal, NY

B.A., *summa cum laude*, Science and Public Policy, and Philosophy, May 2005.

HONORS

Forbes Magazine 2012 '30 Under 30 for Law and Policy,' Harry S. Truman Scholar, Harry S. Truman Scholarship Selection Committee (Member), Keynote Speaker at Binghamton University 2011 Winter Commencement, Binghamton University Medal, SUNY Chancellors Award for Student Excellence, Binghamton University Presidential Scholarship for Academic Excellence, Binghamton University Student Excellence Award for the Humanities Division, Jason Matthew Hendler Award for Commitment to Community Service

Kate Cooper

WORK EXPERIENCE

Trailblazer, RePublic Schools, Jackson, MS, July 2014-Present

- Launched new regional for RePublic Schools in Jackson, MS
- Oversaw operational launch of Reimagine Prep
- Managed development, student recruitment, vendor relations, and compliance for RePublic

Director of Operations, Nashville Prep Charter School, Nashville, TN, July 2013-July 2014

- Managed a 3 million dollar budget
- Supervised a \$400,000 facility improvement project
- Ensured compliance with state, local, and federal regulations

Director of Academic Operations, Nashville Prep Charter School, Nashville, TN, June 2012-June 2013

- Managed high stakes testing for 200+ students
- Wrote the charter application for Nashville Academy of Computer Science
- Managed school based academic systems

Chief of Staff, Nashville Prep Charter School, Nashville, TN, July 2012-December 2012

- Served on the founding team of a high performing charter school
- Created a managed systems pertaining to attendance, food services, homework, and Saturday Academy

Intern, United States Environmental Protection Agency, Washington, D.C., May 2010-August 2010

- Worked in the Office of Federal Advisory Committee Management and Outreach (OFACMO)
- Developed social media outlets for OFACMO
- Edited and finalized the Spanish translation of the 13th annual Good Neighbor Environmental Board report

Camp Counselor, Brookfield School, McLean, VA, June 2008-July 2009

- Responsible for group of 20 four year old campers
- Planned and executed activities in fields of art, nature, cooking and culture

EDUCATION

University of Virginia

Charlottesville, VA

Bachelor of Arts in History, May 2012

GPA: 3.48

- Dean's List Fall 2008, Spring 2009 and Fall 2009
- Coursework in Comparative Politics, Psychology, History, Economics and Religious Studies

LEADERSHIP EXPERIENCE

Alternative Spring Break, University of Virginia

Alpha Chi Omega Fraternity, University of Virginia

EDUCATION:**Duke University**, Durham, NC**Graduated May 2011**

Bachelor of Arts Major: Public Policy Studies; Minor: Political Science

Cumulative GPA: 3.95/4.0 – *Summa Cum Laude Graduate***WORK EXPERIENCE:****RePublic Schools** – Nashville, TN**July 2014-Present***Chief of Staff*

- Serve as key member of leadership team at RePublic Schools, a Charter Management Organization which manages, operates, and launches new high-performing public charter schools across the South (126 full-time staff members)
- Track strategic initiatives across all functional teams at the CMO; work with C-level and other team leads to set short and long term goals, monitor progress towards interim benchmarks, analyze data, ensure follow-through on the part of all teammates, sustain momentum needed to drive these initiatives, and communicate challenges to CEO proactively
- Manage relations with RePublic's Board of Directors, including all Board meeting preparation, administration, follow up, and stewardship
- Lead RePublic's talent management work, involving developing and leading the implementation of a vision and strategy for attracting, developing, and retaining the nation's top talent as RePublic grows over multiple regions (75 staff hired in FY15, and anticipated 80 staff members to be hired in FY16)
- Spearhead RePublic's diversity initiatives, particularly in increasing the numbers of teachers and leaders across RePublic who identify as people of color (increased from 9% across network in 2014-15 to 26% in 2015-16)
- In partnership with CEO, CFO, and MS Regional Director, manage donor relationships (including individuals, foundations, and corporations), design and implement donor stewardship strategy, identify and cultivate new donors and funding sources, and coordinate corporate, state, and federal grant-writing efforts across the organization to successfully raise ~\$2.8M in FY15 (with goals to raise ~\$4.6M in FY16)
- Lead the creation of compelling collateral to support marketing efforts across diverse target audiences and multiple channels (traditional media, social media, print marketing, digital marketing) to share RePublic's story and build the organization's local and national brand awareness
- Lead RePublic's advocacy efforts in Nashville; leverage grassroots organizing techniques to recruit, create programming for, and manage the RePublic Parent Council, a group of ~25 families that meets bi-weekly to empower families to advocate for high-quality educational options for all kids

Teach For America (TFA) – Nashville, TN**June 2013-June 2014***Recruitment Manager*

- Identified, cultivated, and influenced top college/graduate students & professionals to apply to and join Teach For America or otherwise work for educational equity through conversation, small group meetings, faculty and alumni engagement, and campus events and marketing
- Set a vision and strategic plan to execute differentiated recruitment campaigns at Vanderbilt University and the University of Tennessee-Knoxville
- Trained, managed, and coached a team of four direct reports to execute on campaign strategy
- Recruited the second highest number of Teach For America teachers (63) of any mid-size university across the nation in 2014 at Vanderbilt University
- Recruited the second largest number of Teach For America teachers for the 2014 recruitment season in the U.S. who identified as people of color (among 140 university recruiters); 36 new hires in portfolio identified as either African American, Latino/Hispanic, or Asian American/Pacific Islander
- Built new partnerships and cultivates relationships with university faculty and community stakeholders
- Create and execute social media and print marketing campaigns on campus; modify print and digital marketing materials to meet branding needs at each university
- Built and synthesized data reports and other tracking systems, primarily through Salesforce, to determine effectiveness of campaign execution and drive strategy decisions
- Organized and coordinated logistical coordination for recruitment meetings, information sessions, career fairs, awareness-building events, and other campus/school visits and virtual events
- Review candidate files, conducts interviews, and matriculates new hires through onboarding

Teach For America (TFA) – Nashville, TN

Summer 2011-May 2013

7th Grade Teacher, Science Content Team Leader

- Led 100% of scholars in 2012-2013 to score “at or above grade level” on 7th grade assessment in math, science, geography, and 73% of scholars in literacy; students entered at 30-40% proficiency mark across all subjects
- Selected by TFA regional staff to lead 20 new/existing science corps members; develop and execute monthly training sessions; provide personal/professional coaching and support to science teachers
- 2011-12 Leader of 7th grade science team; developed a year-long curriculum for 3 teachers to teach 160 students
- Increased 7th grade science scores by 188% in 2012-2013. 72% of students scored “proficient” or “advanced” on TN state science assessment, compared with 25% of 7th grade science students in 2011-2012
- Started weekly after-school club for female students to build leadership skills; recruited female Vanderbilt students to volunteer time to mentor students

Elissa Kim For School Board – Nashville, TN

Summer 2012

Campaign Intern

- Part of core campaign team for winning candidate; knocked on voter doors to build campaign support
- Maintained voter database to track campaign progress and inform campaign initiatives
- Organized networking events to build support for the campaign among Nashville teachers & community members

LEADERSHIP & CAMPUS INVOLVEMENT:

Kappa Kappa Gamma Fraternity, Durham, NC – *President*

Spring 2008-Spring 2011

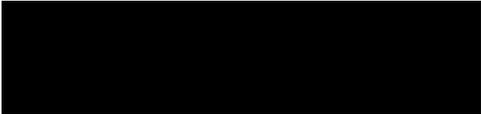
- Advised and managed 20 officers/assistants; set agenda for and led weekly meetings with 136 members
- Primary liaison between chapter and University administration/KKG National Headquarters; facilitated resolution of any conflicts of interests; primary member accountable for undertakings of chapter
- Delegated all responsibilities to members of Executive Board for execution

Duke Venture Forward, Durham, NC – *VP of Public Relations*

Fall 2008-Spring 2011

- Student organization focusing on entrepreneurship, mentorship, and networking efforts
- Coordinated advertising for DVF-sponsored events, industry panels/speakers, and new member recruitment
- Increased application numbers by 150% in the year I managed recruitment efforts
- Initiated a biannual alumni newsletter to increase involvement, communication, and mentorship among DVF alumni

Glenn Turtel



WORK EXPERIENCE

RePublic Schools, Nashville, TN

*Jun 14 –
Current*

Chief Financial Officer

- Responsible for all accounting and financial aspects of RePublic Schools, a charter school network of three high performing charter schools in Nashville, Tennessee.
- Managing the finance and accounting pieces of startup for ReImagine Prep, the first charter school approved in Mississippi, and RePublic High School, a high school opening in Nashville, Tennessee.
- Obtained \$2.56 million in financing to acquire a facility and complete Phase 1 of renovations for the permanent facility for RePublic High School.

4th Sector Solutions, New York, NY

*Mar 08 –
Jun 14*

Chief Financial Officer

- Responsible for the financial management of numerous charter schools and three not-for-profit companies, most of which operated in Louisiana.
- Managed a six person finance team mostly based in Louisiana.
- Managed the financial pieces of the startup, including creating financial and accounting systems, for twelve new charter schools (some were part of a CMO and others were stand alone charters).
- Helped manage school budgets including developing an advanced operating budget model that was used by principals, operations staff and finance personnel to optimize the use of financial resources.
- Prepared monthly reports for Board meetings, statutory financial reports and financial information for annual independent audits.
- Managed financial pieces of federal and state grants, including grant audits.
- Provide consulting services to a number of additional charter schools in Louisiana and DC including saving one pair of schools over \$500,000 in grant audit findings and efficiencies.

Harlem Village Academies, New York, NY

*Mar 06 –
Nov 12*

Controller

- Responsible for all accounting and financial aspects of Harlem Village Academies, a group of five high performing charter schools in Harlem, New York.
- In charge of cash management, including ensuring that revenues were received in a timely manner. Successfully created financial reserves despite economic downturn.

- Managed payroll processing and vendor payment systems.
- Developed accounting protocols and processes to improve the controls and efficiency of the organizations. Automated numerous processes to greatly improve productivity.
- Managed the annual audit process as well as any governmental financial audits.

Edison Schools, New York, NY

Jan 00 –
Oct 07

Charter Division Controller / Director

- Responsible for all financial aspects of the charter school division including providing budgeting support for dozens of schools, identifying areas for improvement, providing regular reports to senior management and developing divisional priorities.
- Led a team of approximately 30 direct and indirect reports in the charter finance team including developing trainings, assessing strengths and weaknesses and providing support as needed.
- Identified potential new revenue streams and expense savings processes to generate millions of dollars in financial benefits for the schools and the division.
- Negotiated ambiguous pieces of contracts with clients and vague methodologies with government agencies resulting in millions of dollars in incremental benefits to the company.
- Automated a number of processes including monthly accruals, grants tracking and budget uploads.
- Managed significant parts of the monthly and quarterly accounting close process such as report and account analysis, account reconciliations and data uploads. Supported dozens of annual audits.
- Became the “go to” person when complicated financial problems needed to be solved in a short time frame, preventing major compliance and financial issues.
- Helped a school in Michigan become the first charter school ever to receive first year funding under a Michigan state borrowing program.

Top Honors, New York, NY

Dec 01 –

Present

Founder, Vice Chairman (Formerly Chairman)

- Founder of a not-for-profit math tutoring organization that focuses on teaching the fundamentals of mathematics to under-performing middle school children in New York City.
- Developed a business plan that established the initial goals and priorities of the company.
- Chaired board meetings where the vision of the company is set and processes are designed.
- Helped develop and implement a unique curriculum that focuses on four primary concepts:
 - Basics - Many students never learned the fundamentals of mathematics such as arithmetic and place value and thus have problems dealing with higher-level mathematics.
 - “Edutainment” - Using games and enjoyable activities to improve learning.

- Real-life examples – Focusing on situations in which students use math in the real world allows students to see the practicality of learning the concepts.
- Assessment – Students take an initial assessment for placement with students of similar abilities and ongoing assessments to ensure that they learn the material.
- Led several worksheet writing projects that added over 125 worksheets to Top Honor’s curriculum and allowed for the addition of a supplemental session. The projects involved recruiting and coordinating with dozens of volunteers throughout the country.
- Top Honors provided over 12,000 hours of free math tutoring over the last 5 years.
- Average academic improvement over the last 5 years exceeded 40%.

First Funding Corporation, Stamford, CT

Oct 98 –
Dec 99

Vice President - Investment Banking, Mergers & Acquisitions and Strategic Advisory

- Wrote computer based valuation models using both the discounted cash flow and multiples approaches to valuing a private business.
- Merger and acquisition analysis including conducting searches for acquisition targets for clients based on specified criteria.

NationsBank Corporation, Bethesda, MD

Jul 96 - Jul
98

Corporate Financial Analyst in the Utility Finance Division

- Performed quantitative and qualitative analysis of our clients including researching their capital structure, cash flows and competitiveness within the industry. Prepared summaries focusing on the strengths of the clients and risks in providing them credit facilities.
- Gathered information and wrote computer models to determine whether clients would benefit from the use of specific financial products and structures including leases, asset backed securities, derivative products, bank debt and other debt securities.

EDUCATION

The Wharton School of the University of Pennsylvania, Philadelphia, PA

Bachelor of Science in Economics, with concentrations in Finance and Accounting, May 1996.

Cumulative GPA: 3.63 (of 4.00)

Finance: 3.96 (8 courses)

Relevant Courses: Security Analysis, Speculative Markets, Corporate Finance, International Finance, Financial Accounting

Honors & Activities: Magna Cum Laude, Dean's list 1994-1995 academic year, The West Philadelphia Tutoring Program, Intramural Football

SPECIAL SKILLS, HOBBIES & VOLUNTEER ACTIVITIES

- Inactive Certified Public Accountant.
- Skilled in using Microsoft Excel, Microsoft Word, Microsoft PowerPoint and World Wide Web.
- Experience with QuickBooks, Lawson, and Great Plains accounting systems
- Enjoy playing soccer, kickball, tennis and other sports including participation in several leagues and being the captain of several teams.
- Guest lecturer for a public policy class at Columbia University and participated on a Columbia University panel on charter schools.

Ryan York

Education

Middle Tennessee State University (Murfreesboro, TN)

Bachelor of Science – 2007

Major in Recording Production with a minor in Music Theory and Composition

Masters of Education - Will graduate in fall of 2016

Masters of Education with an emphasis on 7 - 12 Curriculum Design

Profile

Apollo Middle School (Nashville, TN)

2011 - 2014

- Over the past 3 years I have taught 7th - 9th grade math. Each year I have received level 5 growth scores and 5's on my composite evaluation scores.
- In my first year of working as the school's math coach our proficient and advanced students doubled,exceeding our AMO's by over 100 students based on most recent school-wide data.

Executive Director of YEAH!, a local 501(c)3 non-profit youth arts organization

(Murfreesboro, TN)

September 2008 - July 2010

- Responsible for fundraising, grant writing, and successfully securing enough funds to open a 6,000 sq. ft.youth arts facility in downtown Murfreesboro.
- Managed 5 - 10 person staff and close to 100 volunteers on a weekly basis; Managed marketing, program and curriculum development, and an all-ages music venue.

Additional Experience

Software Developer - Creator of My Class Progress (Murfreesboro, TN)

2012 - 2014

- All 6 teachers at Apollo who use My Class Progress on a daily basis are on track to have level 5 growth.
- My Class Progress is used by nearly 1000 students per day in MNPS.
- I am proficient with PHP, Javascript, JQuery, HTML, and CSS.

Murfreesboro Rock School (Murfreesboro, TN)

September 2010 - Current

- I am the owner and former Executive Director of Murfreesboro Rock School, an after-school music programdesigned to develop confidence and leadership through the art of learning and performing music.
- Our program works with approximately 50 kids every week.

RePublic Schools, Inc. Board of Directors

Angela Bass, Deputy Director of Policy, Mississippi First

Angela is the Deputy Director of Policy at Mississippi First. In this role, Angela helps to develop and manage the organization's policy and research agenda. Previously, Angela was a middle and high school math teacher, a Dean of Students at a high performing charter school in Memphis, and a Teach For America Corps Member in the Mississippi Delta. She received her M. Ed. in Education Policy and Management from Harvard University and her B.A. in Comparative Women's Studies and Women's Health from Spelman College.

Hal Cato, Founder and CEO, Zeumo

Hal is the Founder and CEO of Zeumo. Hal is a passionate youth advocate who spent the past decade leading the Oasis Center in Nashville, Tennessee. Under his leadership, the organization grew more than 500% and received numerous regional and national awards. Prior to joining the Oasis Center, Hal spent 11 years helping to build what is now known as Bright Horizons, where he served both as the Vice President of Client Services and as the Founder and President of the Bright Horizons Foundation for Children. In 2009, Hal was named Nashvillian of the Year by the editors of the *Nashville Scene* for creating the Youth Opportunity Center.

Ron Corbin, Principal, RBBC Holdings

Before joining RBBC Holdings, Ron was a leading executive for Allstate, America's largest publicly traded auto and personal property insurer. In addition to his high-level of expertise in developing proven financial and management systems, Ron leveraged his expertise for the betterment of a wide array of social and community issues. Ron also served in the U.S. Military, where he earned the rank of Sergeant E5 in the United States Army. He served a year in Vietnam and was honorably discharged. Ron is a Distinguished Alumnus of Central State University in Edmond, Oklahoma.

Shomik Dutta, Co-Founder and Managing Director, Dusable Capital Management

Shomik is the Co-Founder and Managing Director of Dusable Capital Management, a private equity fund focused on renewable energy and green infrastructure investments. Shomik had previously served as the Special Advisor to the FCC Chairman and as a White House aide. Earlier in his career, Shomik served as the Mid-Atlantic Finance Director for Obama for America, joining the campaign in its earliest days, before its official formation and announcement. In this role, he created and executed a finance plan that raised over 80 million dollars and broke all existing fundraising records. Shomik received his M.B.A. from the Wharton School at the University of Pennsylvania and his B.A. from Williams College.

Lee Harper, Development Partner, West End Investment, LLC

Lee is a Development Partner at West End Investment, LLC. In this role, Lee manages day-to-day operations, develops investment strategies, and oversees product development, financial management, and customer markets of Koinania Coffee. She previously worked as the City Executive, Assistant Vice President, and Financial Director of Hope Community Credit Union in Jackson, Mississippi. Lee also served as the President of the Jackson Public School Board of Trustees. Lee graduated from Mississippi Valley State University with a B.S. in Business and Office Administration.

Jamie Hodari, Co-Founder and CEO, Industrious

Jamie is the Co-Founder and CEO of Industrious, a corporation that provides shared, flexible office space to startups and small businesses under an innovative corporate model. He was previously the CEO of Kepler, where he created a blended learning university model in East Africa. Jamie received his J.D. from

Yale, his M.P.P. from Harvard's Kennedy School of Government, and his B.A. from Columbia College at Columbia University.

Stewart Hood, Vice President of Systems, Munistrategies, LLC

Stewart is the Vice President of Systems at Munistrategies, LLC – a Jackson, Mississippi-based community development entity that specializes in capital infusion in low-income communities. He is also an Investment Analyst at Grits Capital, LLC and the Co-Founder of Fondren Public, LLC. He received his M.B.A. from Babson College and his B.A. in Liberal Studies from the University of Mississippi.

Natasha Kamrani, Director of Growth, Democrats for Education Reform

Natasha is a former teacher, attorney, foundation executive, and elected official. Natasha began her professional career as a middle school English as a Second Language teacher with Teach For America, represented Fortune 100 companies as a civil litigator, helped launch the Arnold Family Foundation as its first Executive Director, and served as an elected member of the Houston Independent School District Board of Trustees, governing the seventh largest school district in the country.

Aneesh Sohoni, Director of Performance Management, The New Teacher Project

In his current role, Aneesh serves as a key adviser for the Camden City School District in implementation of its strategic plan and school transformation efforts in New Jersey. He was previously the Chief of Staff, Teachers and Leaders at the Tennessee Department of Education. In this role, he worked closely with the Assistant Commissioner for Teachers and Leaders to oversee and plan the strategic vision of the division. Aneesh began his work in education as a high school English teacher with Teach For America in Minneapolis, Minnesota. He received his B.A. in Political Science from the University of Minnesota and his M.P.P. from Vanderbilt University.

Brian N. Williams, President and CEO, Hands On Nashville

At Hands on Nashville, Brian has overseen historic growth in the organization's number of volunteers, transforming the nonprofit into one of the largest volunteer resource centers of its kind worldwide. A Tennessee native, Brian received his Master of Social Work with honors from the University of Tennessee, and is a Licensed Advanced Practice Social Worker. Brian's professional experience includes nonprofit financial management, disaster preparedness, program development, and resource development. He also serves on the Nashville Social Enterprise Board, the St. Thomas Health Systems Mission and Outreach Committee, the Center for Nonprofit Management Board, and the Middle Tennessee Voluntary Organizations Active in Disaster Board.

RePublic Schools Nashville Board of Directors

John Baird

Attorney, Law Office of John M. Baird

John is an attorney with the Law Office of John M. Baird and a property law instructor at the Nashville School of Law. He is also Of Counsel at White & Reasor, PLC. John received a B.A. in Philosophy from Vanderbilt University, and a J.D. from the University of Memphis Cecil C. Humphries School of Law.

Allyn Gibson

Attorney, Full-Time Mother

Allyn is a full-time mom to her two-year-old son and newborn daughter. She previously worked as a litigation associate for Bass, Berry, and Sims. She is an alumna of Teach For America, and taught 3rd grade students in New Orleans. Allyn received a B.A. in Sociology and French from Wake Forest University, and her J.D. from the University of Georgia School of Law.

Leah Granderson

Project Manager, Gobbell Hays Partners, Inc.

Leah is a Project Manager at Gobbell Hays Partners, Inc., an architectural, environmental and project management firm. In this capacity, Leah manages several new construction, renovation, and environmental projects with locations throughout the United States. Leah received her B.S. in Architectural Engineering and Facilities Management from Tennessee State University.

Riney Green

Member, Bass, Berry & Sims

Riney is a business and healthcare transactions attorney representing publicly-traded corporations, private companies, and private equity sponsors in matters involving mergers and acquisitions, corporate governance, and business and healthcare regulations. He has previously served as the President of the Economic Club of Nashville, as well as the Board Chair of both the Tennessee Bar Foundation and the Tennessee Justice Center. Riney received his J.D. from the University of Virginia and a B.A. from Vanderbilt University.

Henderson Hill

Chair, African American Student Center, Austin Peay University

Henderson is the Chair of the African American Student Center at Austin Peay University. He is a member of Alpha Phi Omega National Service Fraternity, Inc. and Kappa Alpha Psi Fraternity, Inc. He received his B.A. in English from Tennessee State University and his M.A. in Education Administration with an emphasis in Urban Leadership in Higher Education from the University of Missouri-Kansas City.

Wood Caldwell

Principal, Southeast Venture

Wood is a Principal at Southeast Venture, LLC, a local, full-service, commercial real estate firm. Wood's work at Southeast Venture provides him with a deep knowledge of the city and its various neighborhoods and needs. A Board Member with the YMCA of Middle Tennessee, he has worked diligently as a member of the Executive Committee to ensure the YMCA meets organizational growth goals and to continue a legacy of quality youth programming for families in Tennessee. Wood holds a Bachelor's degree in Engineering from Vanderbilt

University.

Wendy Thompson

Vice Chancellor for Effectiveness and Strategic Initiatives, Tennessee Board of Regents

In her role as Vice Chancellor, Wendy provides leadership to teams working to increase the number of credentials awarded by the Tennessee Board of Regents' colleges and universities. Prior to joining the Tennessee Board of Regents staff, Wendy served as University Counsel and Assistant to the President at Middle Tennessee State University. She received her J.D. from the University of Cincinnati College of Law, and her B.A. from Bethune-Cookman University.

Waymon Tipton

Managing Director, Avondale Partners, LLC

Waymon manages the wealth management group at Avondale Partners, LLC and serves on the firm's operating committee, which oversees coordination and implementation of firm-wide strategies. Waymon is an Elder at the First Presbyterian Church and serves on the boards of the CFA Society of Nashville and the Board of Sequatchie Concrete Services. He holds an M.B.A. from the Vanderbilt University's Owen Graduate School of Management and a B.A. from Vanderbilt University.

Axson West

Principal, Southeast Venture

Axson is the Principal of Southeast Venture. In this role, he is a site analyst and land transaction specialist who represents both buyers and sellers. Axson is also the President Elect of the Economic Club of Nashville and serves on the board of the Antique and Garden Show of Nashville. Axson received his B.A. from Vanderbilt University.

March 21, 2015

To Whom It May Concern,

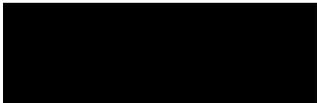
My name is Toshiba Danielle Gore. I received my education in the traditional Metro Nashville Public School system. I am now the proud parent of two children in MNPS schools. My daughter, Cequoyah, is in 3rd grade at a traditional public school, and my son, Titus, is in the 5th grade at the Nashville Academy of Computer Science, which is RePublic's newest school.

I chose to enroll Titus in NACS because it is the only school I know of that teaches students computer science starting in the 5th grade. I did not know what to expect given that it was a brand new school, but NACS has exceeded my wildest of expectations. Titus entered NACS on a 5th grade reading level, and in less than a year, he is now reading at a 9th grade level. His teachers show passion, grit, and altruism in helping Titus achieve. Titus receives an excellent education in core academic subjects, but NACS is constantly raising the bar - just this month, he joined the robotics club, and started taking an advanced class in Javascript.

I've come to realize that this is about more than just Titus. As parents, I believe we have a responsibility to join the larger debate on the behalf of not only our kids, but on the behalf of all kids. Having the freedom to choose where I sent my child to school changed my child's life, and will certainly change my family's future for generations to come.

We are far from a world in which every child in Nashville (and in cities across the entire country) is so lucky as Titus. In fact, it is terrifying that luck is still part of the question. In making the choice to enroll Titus at NACS, I have always been an advocate for my individual child. But I advocate now on the behalf of children just like Titus that I will never know – children who deserve this same opportunity to a world-class education, regardless of their race, income, or zip code. I strongly believe that you should approve RePublic's application for CSP funding to allow the organization to expand and open new schools that will change the lives of countless students just like my son.

Sincerely,



Toshiba Danielle Gore





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

June 29, 2015

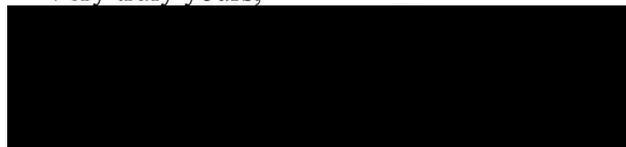
To whom it may concern:

It is with great pleasure that I write this letter of support for RePublic's Charter Schools Program (CSP) grant application for proposed future schools in Nashville, Tennessee and Jackson, Mississippi. As mayor of Nashville, my top priority is improving education in our city. RePublic's flagship schools in Nashville- Nashville Prep and Liberty Collegiate- have played a huge role in helping us realize that goal. Some of their most impressive accomplishments are as follows:

- Nashville Prep and Liberty Collegiate were recognized by the State of Tennessee as Reward Schools for being in the top 5% of all schools in the state for both student growth and absolute performance. They were the first charter schools in Tennessee history to be Reward Schools in both categories in the same year.
- At Liberty Collegiate in 2014, 100% of 7th grade scholars who enrolled in Algebra I scored Advanced on the end of course exam.
- Stanford University's Center for Reinventing Public Education ranked Nashville Prep and Liberty Collegiate as the top two charter schools in Tennessee for student growth.

I have had the privilege of visiting all three of RePublic's schools in Nashville: Nashville Prep, Liberty Collegiate, and the Nashville Academy of Computer Science. Each time I visit a RePublic school, I am extremely impressed by the level of student engagement, rigor of instruction and quality of teaching. I have gotten to know many RePublic administrators, teachers, and students, and their passion and dedication to this work is clear. I have full confidence in their intentions and in their abilities to start more high quality schools in the South.

Very truly yours,



Karl F. Dean
Mayor



PHIL BRYANT
GOVERNOR

July 13, 2015

Dear Partner in Education:

In 2013, Mississippi enacted strong legislation (House Bill 369) to increase school choice by expanding the opportunity to establish public charter schools in districts throughout the state—this effort is a cornerstone of the public education reforms I have championed. Public charter schools are an important part Mississippi's education system, and I support the growth of quality public charter schools in our state.

The Mississippi Charter School Authorizer Board is responsible for overseeing and approving charter schools in Mississippi. The Board received and reviewed 12 charter applications in the first round and has approved the application of ReImagine Prep, RePublic's first middle school in Jackson.

RePublic is applying for funding to start more schools in Mississippi, and I fully support their efforts. I am confident in RePublic's ability to provide a high quality, college prep education to students across Mississippi.

Competition is an innovative way to introduce new ideas to the classrooms, and I strongly believe that Mississippi children and their families deserve the opportunity to pursue public education opportunities that will meet their needs. I thank RePublic Schools for investing in Mississippi, and I look forward to seeing their future success.

Sincerely,



Phil Bryant
Governor

ROGER F. WICKER

MISSISSIPPI

ARMED SERVICES

BUDGET

COMMERCE, SCIENCE, AND TRANSPORTATION
ENVIRONMENT AND PUBLIC WORKS
RULES AND ADMINISTRATION

United States Senate

WASHINGTON, DC 20510

SUITE 555
Appendix C Page 4
DIRKSEN SENATE OFFICE BUILDING

WASHINGTON, DC 20510

(202) 224-6253

www.wicker.senate.gov

July 13, 2015

The Honorable Arne Duncan
Secretary
U.S. Department of Education
400 Maryland Avenue SW
Washington, D.C. 20202-0001

Dear Secretary Duncan,

I would like to express my support for RePublic Schools' application for a Charter Schools Program Replication and Expansion Grant.

RePublic Schools is a national leader in innovative public education and increasing achievement among educationally disadvantaged students. RePublic's approach is to engage families, support students and communities, and instruct students in a rigorous academic program to achieve college success. RePublic's curriculum places a strong emphasis on computer science and programming, a key skill for the 21st century workforce. Over the past four years, RePublic Schools have achieved great success for its students in Tennessee, and RePublic will open the first charter school in the State of Mississippi this fall. Funding through the federal Charter Schools Program will allow RePublic to expand its successful program dramatically in Mississippi and thereby create greater opportunities for academically disadvantaged Mississippians.

I hope that you will give RePublic Schools' application every consideration. Should additional information be required from my office, please contact Mary Alice Browning of my staff at [REDACTED] [REDACTED]

With best wishes, I am

Sincerely yours,

[REDACTED]
Roger J. Wicker

RFW/MAB



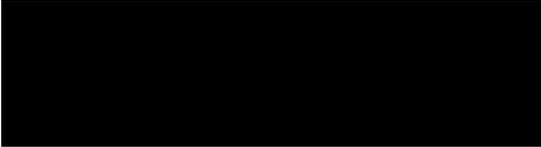
To Whom it May Concern:

I am writing this letter of support for RePublic's grant application for funding for future schools. As a pastor, lifelong resident of Jackson, and someone who is committed to improving my city, I truly feel RePublic Schools would not only play a vital role in the growth of this city, but in envisioning what is possible for students across the South. Improving K-12 education in Jackson will enhance the future of this city. There is tremendous need across the South, and that need is especially high in Jackson, where only 28% of African American males graduate from high school on time.

Here at New Horizon Church International, we have a strong desire to help the students of Jackson. We have a strong partnership with public schools, both traditional and charter, across the city. We believe that strong schools are the foundation of a strong city, and we believe that RePublic's incredible track record in Nashville positions them to dramatically improve outcomes for students and families in Jackson.

Throughout this entire process, I have had nothing but positive dealings with RePublic Schools, and I have full confidence in them and their abilities. I have encouraged my congregation and others in the community to support RePublic's efforts. I truly hope you will see fit to approve RePublic Schools' application for CSP funding and allow RePublic to open more schools throughout the South.

Count it All Joy!



Bishop Ronnie C. Crudup, Sr.

1750 Ellis Avenue, Suite 100, Jackson, MS 39204
601-371-1427 • Fax 601-371-8282 • www.nhcms.org

PR/Award # U282M150025

Page e100



State of Mississippi
Office of the Lieutenant Governor

TATE REEVES
Lieutenant Governor

June 30, 2015

Office of Innovation and Improvement
U.S. Department of Education
400 Maryland Avenue SW, Room 4W224
Washington, DC 20202

To Whom It May Concern,

I am writing to express my support for RePublic Schools' application for the Charter Schools Program (CSP): Grants for Replication and Expansion of High-Quality Charter Schools. Even a few months before Mississippi's strong charter school was signed into law, leaders from RePublic Schools traveled to Jackson to research whether or not their model would fit the needs of students in Mississippi. I am completely confident that Mississippi's first charter schools – RePublic Schools – will transform expectations of public education outcomes in Mississippi. In Jackson Public Schools, where a shameful 28% of African American males graduate from high school, I wholeheartedly welcome schools that serve 95% minority students and are ranked in the top 5% of public schools in another state. RePublic Schools will provide transformational learning opportunities for an often forgotten population in Mississippi and will set the bar high for other public schools in the state.

Early on in my tenure as Lieutenant Governor, I fought hard for charter schools in Mississippi, as my efforts were fueled by the belief that zip code or socioeconomic status should not be barriers to whether or not our students receive the best education possible.

I look forward to seeing the impact of RePublic Schools and also look forward to seeing more of their transformational schools serving students in Mississippi. A replication and expansion grant will ensure that Mississippi's charter school sector has broad support – something our students so greatly deserve.

Sincerely,

A black rectangular redaction box covering the handwritten signature of Tate Reeves.

Tate Reeves
Lieutenant Governor

7/13/15

To: Whom it may concern:

From: Dondria Palmer

Re: RePublic, Reimagine Prep

I, Dondria Palmer, am a parent of children in the Jackson Public School District. I recently applied to RePublic, Reimagine Prep for my two youngest children. They have been in the Jackson Public School District since kindergarten. I was looking for an alternative for school for their continued education. I feel they were not receiving the best education they deserved. My reasons include: homework with little to no instruction (for the parents), pressure from the school relating to grade expectation not being met and children placed on probation. As I talked with other parents regarding students being placed on probation each term, we felt like the pressure made the students uncomfortable. The probation letters were handed out in class to the students, therefore, other students (who did not receive a probation letter) teased the students who did. In addition, I felt like parents are left out the circle of education. Many times, I've asked for practice work to be sent home so that I could work with my children and increase their understanding. No assistance there. I've gone to the Enoch's Resource Parent Center on numerous occasions to seek materials to help my children at the magnet school, but I was told there was none available for their school; due to the magnet school being advanced. So I utilized other options to the best of my ability such as Books A Million bookstore to get materials that would help them learn. In the past, I've paid for tutoring due to my daughter having narcolepsy to help keep her on target. So, over the past two years, my stress level has soared. I'm thankful that Reimagine Prep offers us hope and an alternative. I was so excited when I heard about this school as an alternative. And I'm blessed they were accepted!

Sincerely


Dondria Palmer

JAMES W. HOOD
P. O. Box 4931
JACKSON, MISSISSIPPI 39296-4931

July 2, 2015

To Whom it May Concern:

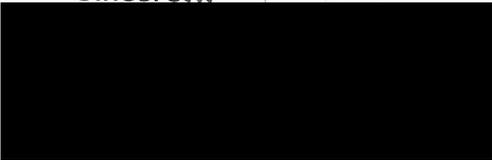
On behalf of the Hood Foundation, I strongly support RePublic's application for CSP funding in order to launch more high performing charter schools in Mississippi. The Hood family has been in Mississippi for generations, and we are deeply devoted to this state, and more specifically, the city of Jackson. We believe that one of the main things holding Jackson back as a city is a lack of strong public schools. Strong public schools are the foundation of a city, and the schools in Jackson are consistently underperforming.

We have witnessed first hand the need to reform schools in Jackson, and we are incredibly excited about the potential of RePublic Schools to deliver a high quality, college prep education to students across Jackson. Based on their results in Nashville serving a similar demographic and their strong support among community stakeholders in Jackson, we are confident in their future success.

The Hood Foundation has worked with RePublic during their launch in Jackson, and we have provided support the organization in a variety of ways: grant money, assistance finding a facility, and service on RePublic's Board of Directors. We have gotten to know RePublic's leadership well, and we have had nothing but positive interactions with their team.

We are looking forward to continued collaboration with RePublic in service of their mission to reimagine public education in Jackson.

Sincerely,

A large black rectangular redaction box covering the signature area.

James W. Hood



June 24, 2015

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 writing in support of RePublic Schools' application for the Charter School Program Grants Competition for Replication and Expansion of High-Quality Charter Schools. As a Principal at the Charter School Growth Fund and an investor in the highest-performing charter school networks in the nation, I fully support RePublic's proposed expansion, which I believe will improve educational opportunities for children in Nashville, TN, and Jackson, Mississippi.

The Charter School Growth Fund ("CSGF") is a non-profit venture capital fund that invests philanthropic funds in the nation's highest-performing charter school operators to dramatically expand their impact on underserved students. The organizations in CSGF's portfolio serve a student population of more than 200,000 students that is approximately 75% low-income and over 90% minority. Approximately 95% of CSGF's portfolio members are enabling students to outperform comparable district schools in both math and reading; many portfolio members are also outperforming state averages in both math and reading.

Before making any investment, CSGF undertakes a rigorous due diligence process that considers all factors that may affect a charter organization's success. RePublic Schools has passed through all elements of our diligence process, which includes rigorous examination of the organization's academic track record, leadership team, organizational capacity, and financial history and future plans.

I can attest to RePublic's incredibly strong track record. RePublic operates the two highest-performing charter middle schools in Nashville, Tennessee. Both schools were in the top 5% of schools in the state of Tennessee for absolute student performance and student academic growth in 2014. With a student population that is more than 80% minority and where more than 80% of students qualify for free or reduced lunch, RePublic is achieving results that are on par with the wealthiest suburban schools in Tennessee. This track record is truly phenomenal. Every day, RePublic is proving that all students can learn if given a world-class education.

We are pleased to endorse RePublic's efforts to prepare children and their families for college success. We respectfully ask that the Department of Education give strong consideration to the application so that RePublic may have the opportunity to serve more students across the South.

Sincerely,

Lydia Gensheimer
Principal
Charter School Growth Fund

EASTGROUP
PROPERTIES

June 18, 2015

To whom it may concern:

It is with great confidence and excitement that I write a letter in support of RePublic's application for CSP funding. I am a life long resident of Jackson, Mississippi and a fervent supporter of RePublic's work in Jackson. Education is the single most important challenge facing the city of Jackson, and I am confident in RePublic's abilities to reshape the education landscape in our city.

I had the privilege of visiting RePublic's schools in Nashville, and I was blown away by what I saw. I was particularly captivated by the students that I met and interacted with at Nashville Prep. I look forward to RePublic unlocking the same potential in its students in Jackson. Students at Nashville Prep were engaged, enthusiastic, and on task. I visited with 6th grade students who were reading Tom Clancy books. I long respected and admired the work RePublic does, but once I saw the schools with my own eyes, I was even more convinced of RePublic's ability to transform education in Jackson.

I have been involved in many philanthropic endeavors in my life time, but none are as important as the work I've done with RePublic schools. I serve on RePublic's advisory board, raise money for RePublic, and have donated to RePublic. I am committed to continued local fundraising for RePublic, and based on my conversations with the philanthropic community in Jackson, there is widespread support both politically and financially for the work RePublic is doing.

Sincerely,



Leland R Speed
Chairman



Rachel Canter
125 S. Congress St.
Suite 1510
Jackson, MS 39201

July 7, 2015

Dear Charter School Program Grant Selection Committee:

It is my pleasure to write this letter in support of the RePublic Schools, Inc. application for a replication grant.

Mississippi First is a 501c3 nonprofit specializing in education policy, advocacy, and research. We work to champion transformative policy solutions ensuring educational excellence for every Mississippi child. We have been a leading advocate for high-quality charter schools in Mississippi since 2010, and we greatly contributed to the development and passage of Mississippi's charter school legislation in 2013. Since 2013, we have provided technical assistance to the Mississippi Charter Schools Authorizer Board, and we have remained highly committed to making sure that only high-quality charter schools open in Mississippi communities.

Mississippi First believes Republic Schools, Inc. will increase educational opportunity for some of Mississippi's neediest children through a replication grant. RePublic has a proven record of success working with low-income students and families, a demonstrated ability to garner great community support for their schools, and a strong commitment to expanding school choice in areas where it is most needed. We urge you to select RePublic for this award.

The expansion of high-quality schools is one of the most important improvements we can make to our education system. We are excited that RePublic has chosen to open schools in Mississippi, and we look forward to their expansion.

Sincerely,

A solid black rectangular box redacting the signature of Rachel Canter.

Rachel Canter, Executive Director

To Whom it May Concern,

Please accept this letter as New Schools for New Orleans' strong support for RePublic Schools' plans to expand to New Orleans. Our mission as an organization is to deliver on the promise of excellent public schools for every child in New Orleans. Given RePublic's impressive track record in Nashville, we are confident that RePublic opening in New Orleans will advance our mission of great public schools.

RePublic has demonstrated phenomenal results while serving a student population that is comparable to New Orleans':

- In 2013, Stanford University and the Tennessee Department of Education ranked Nashville Prep and Liberty as the top two charter schools in Tennessee based on student growth
- In 2014, Nashville Prep and Liberty were the #1 and #2 open-enrollment public schools in Tennessee for achievement in 7th grade Math. Also, their scholars more than doubled the district and state averages

Our organization has interacted extensively with the leadership of RePublic Schools, and we are impressed by RePublic's passion and commitment to excellence.

RePublic has set a high bar of excellence for the charter school sector in Tennessee, and we would welcome RePublic's arrival in New Orleans.

Sincerely,

A large black rectangular redaction box covers the signature area.

Michael Stone

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

DEPARTMENT OF THE TREASURY

Date: NOV 13 2014

REPUBLIC SCHOOLS INC
C/O BAKER DONELSON BEARMAN CALDWELL &
MARY ANN JACKSON
165 MADISON AVE STE 2000
MEMPHIS, TN 38103

Employer Identification Number:
46-5280479
DLN:
17053112312014
Contact Person:
JERRY FIERRO ID# 31119
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(ii)
Form 990 Required:
Yes
Effective Date of Exemption:
March 14, 2014
Contribution Deductibility:
Yes
Addendum Applies:
No

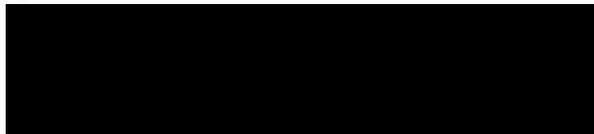
Dear Applicant:

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.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,



Director, Exempt Organizations

Letter 947

REPUBLIC SCHOOLS INC

INFORMATION FOR CHARTER SCHOOLS

You are not subject to the specific publishing requirements of Revenue Procedure 75-50, 1975-2 C.B., page 587, as long as you are operating under a contract with the local government. If your method of operation changes to the extent that your charter is terminated, cancelled, or not renewed, you will be required to comply with Revenue Procedure 75-50.

Letter 947

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248344558
Apr. 22, 2015 LTR 4168C 0
27-3342540 000000 00

00028249
BODC: TE

REPUBLIC SCHOOLS NASHVILLE
NASHVILLE PREP
1300 56TH AVE N
NASHVILLE TN 37209



132876

Employer Identification Number: 27-3342540
Person to Contact: Mr. Burns
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Apr. 13, 2015, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in March 2011.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(ii).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0248344558
Apr. 22, 2015 LTR 4168C 0
27-3342540 000000 00
00028250

REPUBLIC SCHOOLS NASHVILLE
NASHVILLE PREP
1300 56TH AVE N
NASHVILLE TN 37209

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,



Susan M. O'Neill, Department Mgr.
Accounts Management Operations

Appendix E: Schools Operated by Applicant

School Name	Opening Year	Grade Levels	2014-15 Enrollment	Location	Charter Status	Authorizer
Liberty Collegiate Academy	2011	5-8	415	3515 Gallatin Pike, Nashville, TN 37216	Individual charter	Metropolitan Nashville Public Schools
Nashville Academy of Computer Science	2014	5	98	3230 Brick Church Pike, Nashville, TN 37207	Individual charter	Metropolitan Nashville Public Schools
Nashville Prep	2011	5-8	384	1300 56th Ave North, Nashville, TN 37209	Individual charter	Metropolitan Nashville Public Schools

Appendix F: Student Academic Achievement

RePublic's performance on TCAP state math exam, by grade level

	2011-12		2012-13				2013-14					
	Grade 5		Grade 5		Grade 6		Grade 5		Grade 6		Grade 7	
	LCA	NP	LCA	NP	LCA	NP	LCA	NP	LCA	NP	LCA	NP
Overall	62.5	72.2	61.9	62.9	73.4	83.5	69.2	79.8	68.3	78.4	89.5	91.5
FRL	64.4	70.7	61.2	54.7	69.4	83.0	68.7	78.6	68.9	77.3	91.7	93.5
White	66.7	*	81.8	*	85.7	*	68.8	100.0	82.4	*	*	*
African American	56.5	71.3	53.1	58.1	72.1	82.5	70.5	75.6	67.3	77.3	90.7	90.3
Hispanic	100.0	*	75.0	90.9	66.7	*	65.4	90.0	63.3	92.3	86.7	*
SPED	18.2	27.3	*	18.8	*	*	26.7	47.4	*	40.0	*	*
ELL	*	*	*	*	*	*	*	*	*	*	*	*

Note: Asterisk indicates state did not report data due to small sample size. Proficiency rates for White, Hispanic, SPED, and ELL students may fluctuate due to small sample sizes for individual grade level.

RePublic's performance on TCAP state ELA exam, by grade level

	2011-12		2012-13				2013-14					
	Grade 5		Grade 5		Grade 6		Grade 5		Grade 6		Grade 7	
	LCA	NP										
Overall	51.0	58.9	57.7	67.6	71.3	76.9	63.5	51.4	62.5	67.0	71.7	64.6
FRL	52.9	54.7	58.2	62.3	71.4	72.3	62.7	48.8	60.0	66.7	70.6	67.2
White	60.0	*	63.6	*	85.7	*	81.3	90.9	88.2	*	81.8	*
African American	46.4	58.8	53.1	62.8	65.6	77.5	65.6	45.3	54.5	64.0	67.2	66.7
Hispanic	70.0	*	75.0	*	77.8	*	46.2	60.0	66.7	84.6	78.9	*
SPED	18.2	36.4	*	25.0	*	*	46.6	15.8	*	46.7	*	*
ELL	*	*	*	*	*	*	*	*	*	*	*	*

Note: Asterisk indicates state did not report data due to small sample size. Proficiency rates for White, Hispanic, SPED, and ELL students may fluctuate due to small sample sizes for individual grade level.

Performance on TCAP state math exam, 2012-2014

	2011-12 (Grade 5)			2012-13 (Grades 5-6)			2013-14 (Grades 5-7)		
	RePublic	MNPS	State	RePublic	MNPS	State	RePublic	MNPS	State
Overall	67.2	43.7	54.1	70.0	41.4	50.7	78.3	46.0	51.8
FRL	67.3	37.8	43.8	66.2	34.3	39.7	77.6	39.3	40.9
White	*	57.0	60.1	81.1	54.0	56.6	81.3	58.0	57.7
African American	64.4	34.2	36.6	66.7	31.8	33.9	78.3	37.5	35.2
Hispanic	*	41.1	48.6	78.2	38.4	43.9	76.2	44.0	45.6
SPED	22.7	31.0	34.0	33.3	31.4	30.0	42.9	33.1	28.5
ELL	*	*	*	*	18.3	24.1	34.5	22.1	24.3

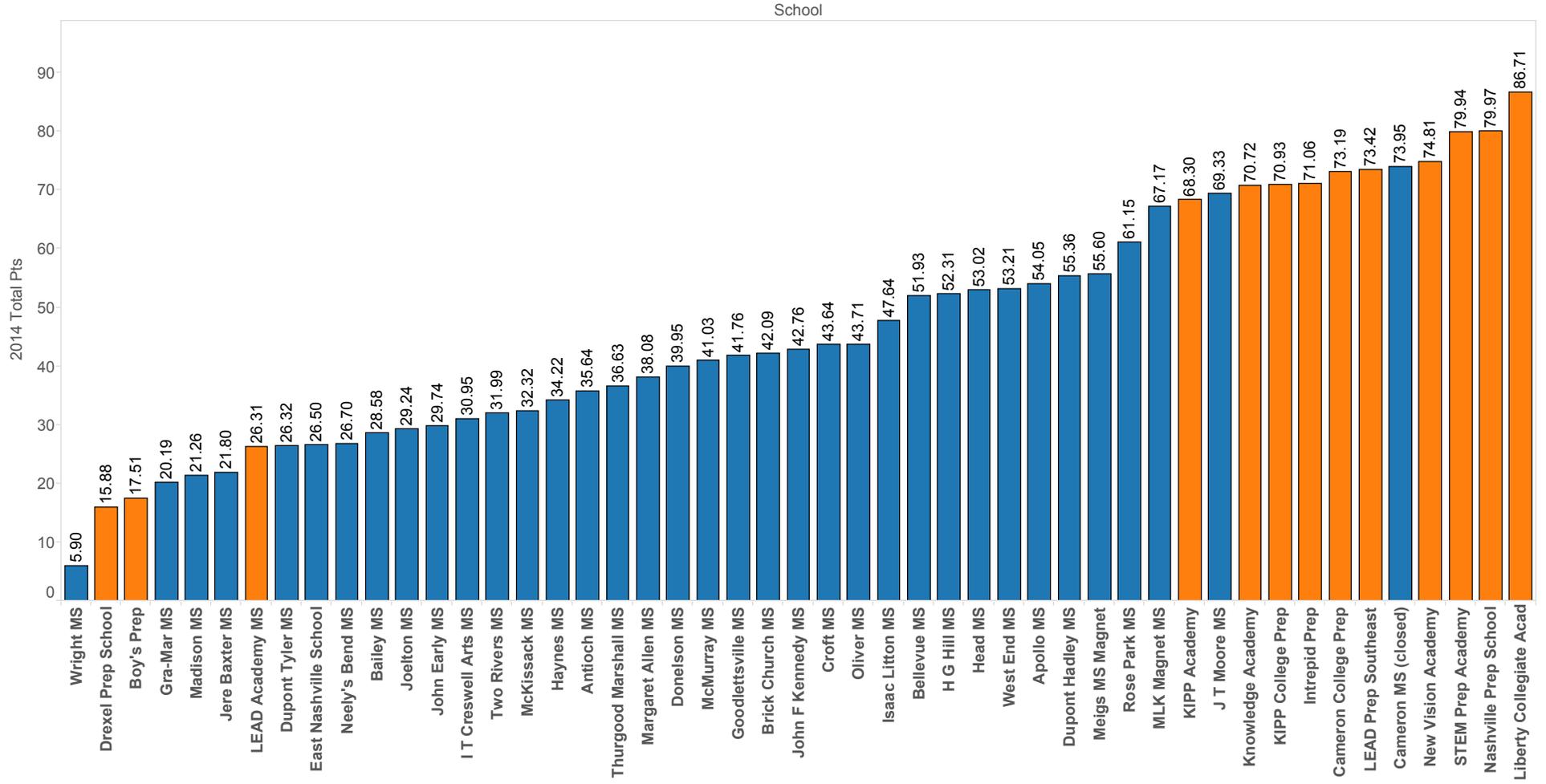
Note: Asterisk indicates state did not report data due to small sample size.

Performance on TCAP state ELA exam, 2012-2014

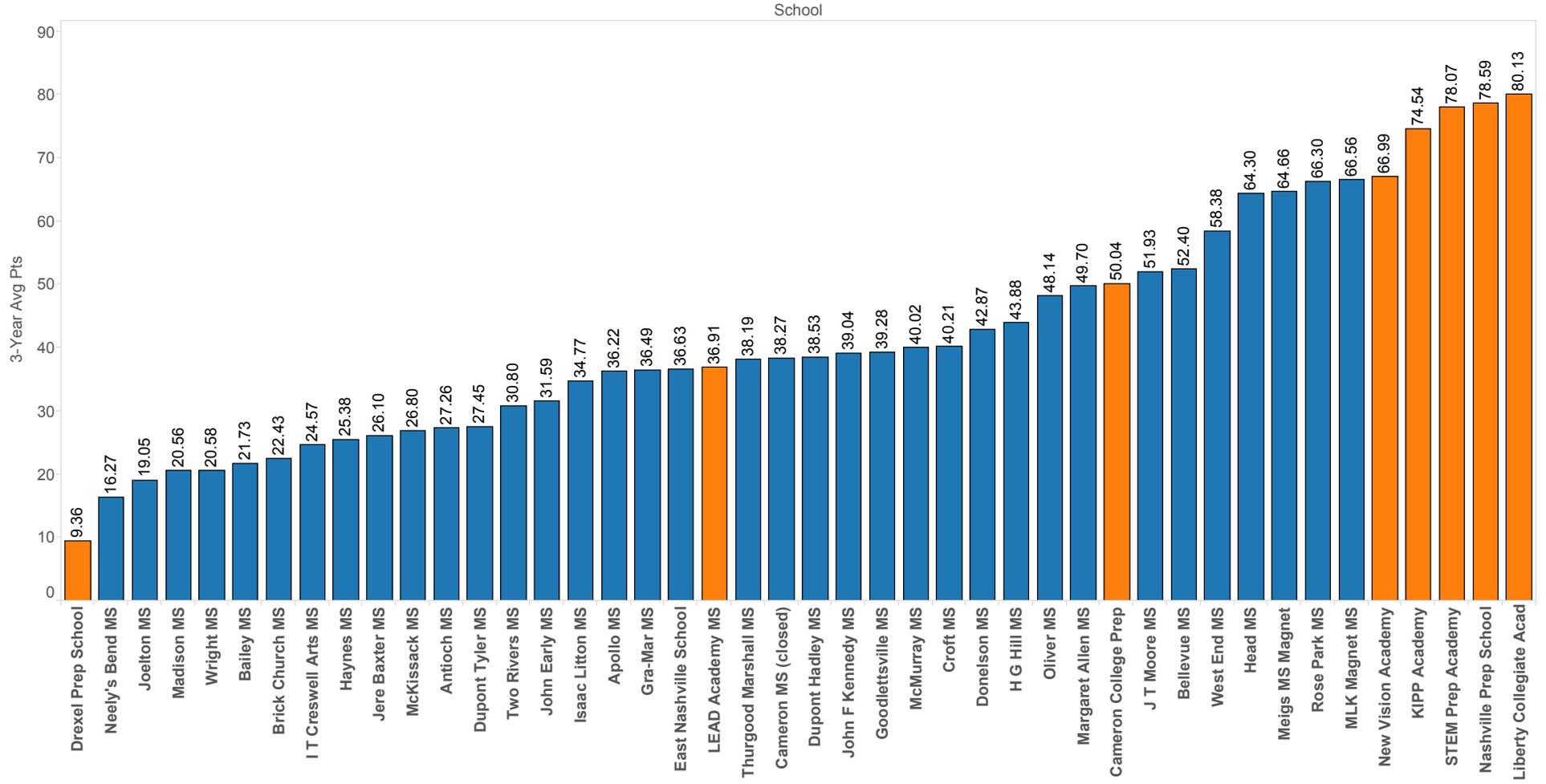
	2011-12 (Grade 5)			2012-13 (Grades 5-6)			2013-14 (Grades 5-7)		
	RePublic	MNPS	State	RePublic	MNPS	State	RePublic	MNPS	State
Overall	54.8	44.9	57.1	68.2	45.1	55.8	63.1	43.9	52.7
FRL	53.7	37.6	45.6	65.3	36.9	43.9	61.7	35.5	40.3
White	*	60.2	63.9	75.7	59.1	63.2	81.8	59.7	59.9
African American	53.0	36.0	39.0	65.3	36.5	36.8	60.0	35.1	34.9
Hispanic	*	39.7	47.6	80.0	38.6	45.5	63.8	37.1	41.2
SPED	27.3	31.4	37.1	38.5	37.7	34.6	31.4	35.6	29.0
ELL	*	*	*	*	7.4	12.0	13.8	7.1	10.0

Note: Asterisk indicates state did not report data due to small sample size.

2013-14 MNPS APF, Middle Schools



2013-14 MNPS APF, 3 yr average, Middle Schools

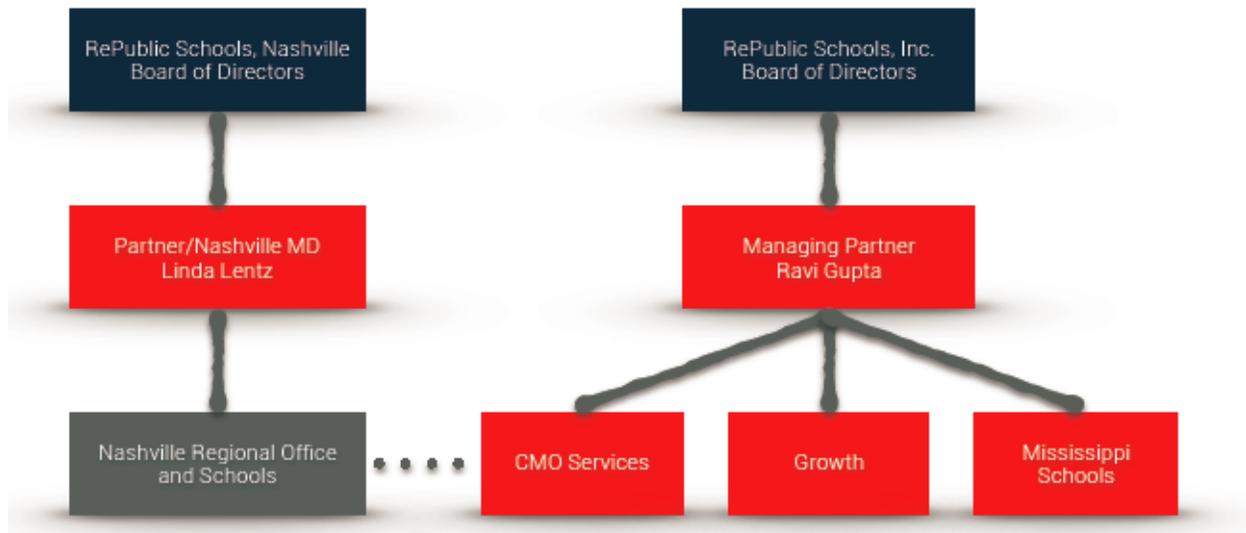


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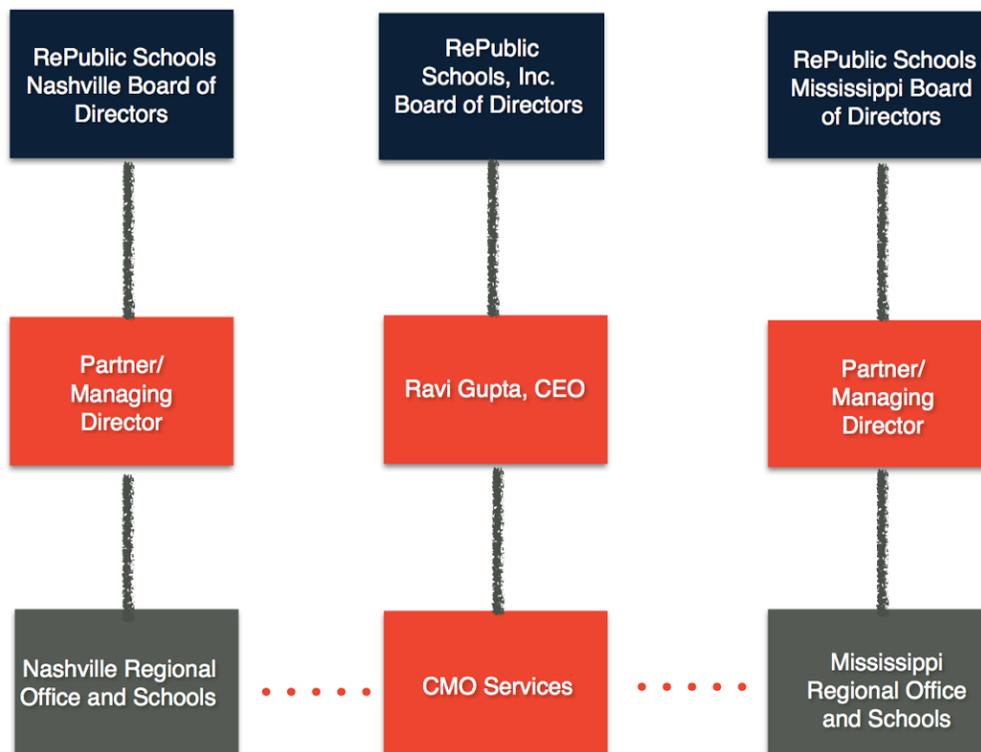
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Appendix H-1: Governance Structure

Current Governance Structure



The diagram below illustrates the governance structure that will be implemented by January 2016.



Appendix H-2: BYLAWS OF REPUBLIC SCHOOLS, INC.

ARTICLE I PURPOSE

It is intended that RePublic Schools, Inc. (the "Corporation") will qualify at all times as an organization exempt from federal income tax under Section 501(a) and 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provisions of any future United States Internal Revenue Law (referred to herein as the "Code"), that it will qualify at all times as an organization to which deductible contributions may be made pursuant to Sections 170, 642, 2055 and 2522 of the Code, and that it will qualify as other than a private foundation described in Section 509 of the Code. The Corporation shall be governed by these bylaws and the Mississippi Code of 1972 § 79-11-101, et seq. (the "Act") formed for charitable, scientific, religious or educational purposes within the meaning of Section 501(c)(3) of the Code, including, but not limited to, but only to the extent and in such manner that such purposes constitute exclusively charitable, scientific, religious or educational purposes within the meaning of Section 501(c)(3) of the Code.

No part of the net earnings or the property of this Corporation shall inure to the benefit of or be distributable to, its directors, officers, or other private individuals or persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for goods and services rendered and to make payments in furtherance of the purposes set forth in the paragraph just above. The Corporation shall not carry on propaganda or otherwise attempt to influence legislation in any manner which is not permitted under the Code.

ARTICLE II OFFICES

The Corporation shall have and continuously maintain in the State of Mississippi a registered office and a registered agent whose office is identical with such registered office, and may have other offices within or without the State of Mississippi as the Board of Directors may from time to time determine.

ARTICLE III MEMBERS

Section 1: MEMBERSHIP. The corporation will not have members.

ARTICLE IV BOARD OF DIRECTORS

Section 1: GENERAL POWERS. All powers of the Corporation shall be vested in the Board of Directors (the "Board"). The affairs of the Corporation shall be managed by its Board of Directors. The directors may also be designated officers.

Section 2: NUMBER, TENURE AND QUALIFICATION. The number of directors shall be set from time to time by the Board of Directors, but shall not exceed twenty-five (25). The initial Board of Directors shall consist of ten (10) members (the "Initial Directors"). Each Director shall be elected to serve a three-year term commencing on July 1 of a designated year and expiring on the third June 30

thereafter. No Director shall serve more than three consecutive terms or nine consecutive years, whichever is longer. Thereafter, a former Director may serve any number of two additional consecutive three-year terms, provided at least a year intervenes between each six-year period. Notwithstanding any provision of this section to the contrary, each Director shall serve until his or her successor is duly elected and qualified or until his or her death, resignation, or removal. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director. In order for the Board of Directors to have a relatively equal number of members whose three year terms expire each June 30, the Initial Directors have been divided into three classes (as set forth on Exhibit A hereto) of directors with as equal number among the three classes as is mathematically possible. One class of Directors ("Class A") shall have a term expiring June 30, 2015. The successive terms of all Class A Directors shall be on the consecutive third anniversaries of June 30, 2015. Another class of Directors ("Class B") shall have a term expiring June 30, 2016. The successive terms of all Class B Directors shall be on the consecutive third anniversaries of June 30, 2016. And a third class of Directors ("Class C") shall have a term expiring June 30, 2017. The successive terms of all Class C Directors shall be on the consecutive third anniversaries of June 30, 2017. Notwithstanding the three year term of Directors generally provided for in this Section, the term of the Initial Directors shall be shorter or longer than three years based on the length of time between his or her appointment and the expiration of the initial Class A, Class B, and Class C terms. After such initial division and designation are made, if the size of the Board of Directors is increased, any new Directors elected shall be designated by the Board as Class A, Class B or Class C Directors.

Section 3: BOARD NOMINATIONS. Not less than 90 days prior to the annual meeting of the Board of Directors, the Nominating Committee of the Corporation (as defined in these Bylaws) shall submit to the Board a slate of nominees to fill the upcoming vacancies on the Board. The Nominating Committee shall oversee an annual nominee and election process approved by the Board.

Section 4: ANNUAL MEETINGS. An annual meeting of the Board of Directors shall be held without other notice than as prescribed by these Bylaws on the [fifteenth (15) day of the last month of each fiscal year] of the Corporation or on such other day within such month as shall be fixed by the Board of Directors; provided, however, that any such annual meeting may be held at any other time or place which shall be specified in a notice given as hereinafter provided, or in a consent and waiver of notice thereof signed by all directors. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Mississippi, for the holding of regular meetings without other notice than such resolution.

Section 5: REGULAR MEETINGS. The Board of Directors may provide by resolution the time and place, either within or without the State of Mississippi, for the holding of the annual and the regular meetings of the Board of Directors without other notice than such resolution. If such day be a legal holiday, the meeting shall be held at the same hour on the next succeeding business day. The Board of Directors may designate any place, either within or without the State of Mississippi, as the place of meeting for any annual meeting or for any special meeting of the Board of Directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the registered office of the Corporation in the State of Mississippi.

Section 6: SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by or at the request of the President and Managing Partner or Directors constituting no less than fifteen percent (15%) of the directors then in office. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Mississippi, as the place for holding any special meeting of the Board of Directors called by them.

Section 7: NOTICE. Notice of any special meeting of the Board of Directors shall be given in writing at least ten (10) days previously thereto if sent by mail and at least two (2) days previously thereto if delivered by courier or telecopier to each director at his address as shown by the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telecopier, such notice shall be deemed to be delivered when the transmission is confirmed. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these Bylaws.

Section 8: QUORUM. A majority of the directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, provided, that if less than a majority of directors are present at said meeting, a majority of the directors then present may adjourn the meeting from time to time without further notice.

Section 9: MANNER OF ACTING. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except where otherwise provided by law or by the Charter or by these Bylaws.

Section 10: VACANCIES. Any vacancy occurring in the Board of Directors, or any directorship to be filled by reason of an increase in the number of directors, shall be filled by a majority vote of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office or, in the case of an increase in the number of directors, for such terms as determined by the Board of Directors or provided by the Charter.

Section 11: INFORMAL ACTION BY DIRECTORS. Any action required to be taken at a meeting of the Board of Directors of the Corporation, or any other action which may be taken at a meeting of Board of Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors entitled to vote with respect to the subject matter thereof.

Section 12: COMPENSATION. Directors shall not receive any compensation for their services as directors.

Section 13: RESIGNATIONS. Any Director may resign at any time either by oral tender of resignation at any meeting of the Board of Directors or by giving written notice thereof to the Secretary of the Corporation. Any such resignation shall take effect upon receipt of such notice or at any later time specified therein. Unless otherwise specified in the notice, the acceptance of such resignation shall not be necessary to make it effective.

Section 14: REMOVAL OF DIRECTORS. Any Director may be removed from office by the vote of a majority of the Board.

Section 15: PARTICIPATION IN MEETINGS BY CONFERENCE TELEPHONE. Members of the Board of Directors or any committee designated thereby may participate in a meeting of such Board of Directors or committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at such meetings.

ARTICLE V OFFICERS

Section 1: **OFFICERS.** The officers of the Corporation shall be a President , Managing Partner , and Secretary whom shall be elected by the Board of Directors.

Section 2: **ELECTION AND TERM OF OFFICE.** The officers of the Corporation shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 3: **REMOVAL.** Any officer or agent elected or appointed by the Board of Directors may be removed by a majority of the Board of Directors whenever it its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4: **VACANCIES.** A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 5: **PRESIDENT AND MANAGING PARTNER.** The President and Managing Partner shall be the president and chief executive officer of the Corporation. Within the policies and objectives prescribed by the Board of Directors he shall establish operating procedures for, and administer and direct, all aspects of the Corporation's operating activities. He shall have the power to execute, on behalf of the Corporation, bonds and mortgages and all other contracts and documents. In addition, he shall have the power to execute documents where by law the signature of the CEO or president is required. In general, he shall have all powers and shall perform all duties usually vested in the office of the President and/or Chief Executive Officer of a corporation, subject to the right of the Board of Directors to delegate powers to other officers or committees of the Corporation, including those powers which may be exclusively conferred by law upon the office of the president.

Section 6: **SECRETARY.** The Secretary of the Corporation shall keep minutes of the meetings of the Officers in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all documents the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these Bylaws; keep a register of the post office address of each Director which shall be furnished to the Secretary by such Director; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President and Managing Partner or by the Board of Directors.

ARTICLE VI COMMITTEES

Section 1: **COMMITTEES OF DIRECTORS.** The activities of the Board of Directors shall be discharged through a series of working committees as set forth herein, to the extent the authority of the Board of Directors has been delegated to such committees by these Bylaws or appropriate resolutions

duly adopted by the Board. Once authority has been duly delegated to a committee of the Board, the committee shall have the authority to take actions on those matters which have been delegated to it, either expressly or impliedly; provided, however, that a committee may not:

- a) Authorize distributions;
- b) Approve or recommend dissolution, merger or the sale, pledge or transfer of all or substantially all the Corporation's assets;
- c) Elect, appoint or remove Directors or fill vacancies on the Board of Directors or on any of its committees;
- d) Adopt, amend or repeal the Bylaws or the Charter of the Corporation.

Section 2: NOMINATING COMMITTEE. The Board shall create a Nominating Committee. The Nominating Committee shall recommend to the Board nominees for director of this Corporation in accordance with Article IV, Section 3. The Nominating Committee shall report to the Board as often as necessary, but at least annually The Governance committee shall act as the Nominating Committee.

Section 3: OTHER COMMITTEES. Other committees not having and exercising the authority of the Board of Directors in the Corporation may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee need not be directors of the corporation, but each such committee shall have at least one member who is a director of the corporation. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Corporation shall be served by such removal.

Section 4: TERM OF OFFICE. Each member of a committee shall continue as such until the next annual meeting of the Board of Directors of the Corporation and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

Section 5: VACANCIES. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 6: QUORUM. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 7: RULES. Each committee may adopt internal rules not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

ARTICLE VII CONFLICT OF INTEREST

Section 1: PURPOSE. The purpose of this Article is to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Corporation. This policy is intended to supplement but not replace any applicable state or federal laws governing conflicts of interest applicable to nonprofit corporations.

Section 2: DEFINITIONS.

- a) "Interested Person" means any director, principal officer or member of a committee with board delegated powers who has a direct or indirect Financial Interest, as defined below.
- b) "Financial Interest" refers to a person who has, directly or indirectly, through business, investment or family:
 - (1) an ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or
 - (2) a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or
 - (3) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.
- c) "Compensation" includes direct and indirect remuneration as well as gifts or favors that are substantial in nature. A Financial Interest is not necessarily a conflict of interest. Under Section 4, a person who has a Financial Interest may have a conflict of interest only if the Board of Directors or its designated committee to consider such matters decides that a conflict of interest exists.

Section 3: DUTY TO DISCLOSE. In connection with any actual or possible conflicts of interest, an Interested Person must disclose the existence of his or her Financial Interest and all material facts to the Board of Directors.

Section 4: DETERMINING WHETHER A CONFLICT OF INTEREST EXISTS. After disclosure of the Financial Interest and all material facts, and after any discussion with the Interested Person, the Interested Person shall leave the meeting of the Board of Directors while the determination of a conflict of interest is discussed and voted upon. The remaining members of the Board of Directors shall decide if a conflict of interest exists.

Section 5: PROCEDURES FOR ADDRESSING THE CONFLICT OF INTEREST.

- a) An Interested Person may make a presentation at the Board of Directors meeting, but after such presentation, he or she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the conflict of interest.
- b) The Chairman of the Board shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c) After exercising due diligence, the Board of Directors shall determine whether the Corporation can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.

- d) If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the Board of Directors shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest and for its own benefit and whether the transaction is fair and reasonable to the Corporation and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

Section 6: VIOLATIONS OF THE CONFLICTS OF INTEREST POLICY.

- a) If any director or committee member has reasonable cause to believe that an Interested Person has failed to disclose actual or possible conflicts of interest, it shall inform the Interested Person of the basis for such belief and afford the Interested Person an opportunity to explain the alleged failure to disclose.
- b) If, after hearing the response of such Interested Person and making such further investigation as may be warranted in the circumstances, the Board of Directors determines that the Interested Person has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Section 7: RECORDS OF PROCEEDINGS. The minutes of the Board of Directors shall contain the following:

- a) the names of the persons who disclosed or otherwise were found to have a Financial Interest in connection with an actual or possible conflict of interest, the nature of the Financial Interest, any action taken to determine whether a conflict of interest was present, and the Board of Directors' decision as to whether a conflict of interest in fact existed.
- b) the names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

Section 8: COMPENSATION COMMITTEES. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

Section 9: ANNUAL STATEMENTS. Each director, principal officer and member of a committee with board delegated powers shall annually sign a statement which affirms that such person:

- a) has received a copy of the conflicts of interest policy,
- b) has read and understands the policy,
- c) has agreed to comply with the policy, and

- d) understands that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Section 10: PERIODIC REVIEWS. To ensure that the Corporation operates in a manner consistent with its charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, periodic reviews shall be conducted at the direction of the Board of Directors.

Section 11: USE OF OUTSIDE EXPERTS. In conducting the periodic reviews provided for in Section 10, the Corporation may, but need not, use outside advisors. If outside experts are used their use shall not relieve the Board of Directors of its responsibility for ensuring that periodic reviews are conducted.

ARTICLE VIII INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 1: INDEMNIFICATION. The Corporation shall indemnify each director and each officer who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed, in the case of conduct in his official capacity with the Corporation, that his conduct was in the Corporation's best interest; in all other cases that his conduct was at least not opposed to the Corporation's best interest; and in the case of a criminal proceeding, had no reasonable cause to believe that his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2: INDEMNIFICATION IN ACTIONS BY THE CORPORATION. The Corporation shall indemnify each director and each officer who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such director or officer shall be adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite that adjudication of liability but in view of all the circumstances of the case, such director or officer is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 3: SUCCESS ON MERITS OR OTHERWISE. To the extent that a person who is or was a director, officer, employee or agent of the Corporation, or of any other corporation, partnership, joint venture, trust or other enterprise with which he is or was serving in such capacity at the request of the Corporation, has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 4: APPLICABLE STANDARD. Any indemnification under Sections 1 and 2 of this Article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 1 and 2. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable, or, even if obtainable but a quorum of disinterested directors so directs, by independent legal counsel in a written opinion.

Section 5: NON-EXCLUSIVITY OF ARTICLE. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which a director or officer seeking indemnification may be entitled under any statute, provision in the Corporation's Charter, Bylaws, agreement, vote of disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 6: INSURANCE. The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article.

Section 7: DEFINITION. For purposes of this Article, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

Section 8: INTENT; SEVERABILITY. The intent of this Article VIII is to permit indemnification of directors and officers of the Corporation to the fullest extent permitted by the Mississippi Nonprofit Corporation Act. If the Mississippi Nonprofit Corporation Act is amended or other Mississippi law is enacted to permit further elimination or limitation of the personal liability of directors and officers, then the liability of directors and officers of the corporation shall be eliminated or limited to the fullest extent permitted by the Mississippi Nonprofit Corporation Act, as so amended, or by such other Mississippi

law, as so enacted. The invalidity or unenforceability of any provision in this Article shall not affect the validity or enforceability of the remaining provisions of this Article.

ARTICLE IX **CONTRACTS, CHECKS, DEPOSITS & FUNDS**

Section 1: **CONTRACTS.** The Board of Directors may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 2: **CHECKS, DRAFTS, ETC.** All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner, as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Chief Financial Officer or an assistant Chief Financial Officer and countersigned by the President and Managing Partner of the Corporation.

Section 3: **DEPOSITS.** All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

Section 4: **GIFTS.** The Board of Directors or the President and Managing Partner may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Corporation.

ARTICLE X **BOOKS AND RECORDS**

The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors.

ARTICLE XI **FISCAL YEAR**

The books of the Corporation shall be on a calendar year basis and shall begin on the 1st day of July and end on the 30th day of June of each year.

ARTICLE XII **SEAL**

The Corporation shall have no seal.

ARTICLE XIII **WAIVER OF NOTICE**

Whenever any notice whatever is required to be given under the provisions of the Mississippi Nonprofit Corporation Act or under the provisions of the Charter or by the Bylaws of the Corporation, a waiver

thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

**ARTICLE XIV
AMENDMENTS TO BYLAWS**

The Charter or these Bylaws may be altered, amended or repealed and a new charter or new bylaws may be adopted by two-thirds (2/3) of the directors, provided that at least fifteen (15) days' written notice is given of intention to alter, amend or repeal or to adopt a new charter or new bylaws at such meeting.

**ARTICLE XV
DISSOLUTION**

The dissolution of the Corporation shall be governed by the Charter of the Corporation.

APPROVED BY THE BOARD OF DIRECTORS ON

_____, 20_____.

SECRETARY OF THE BOARD OF DIRECTORS



Appendix H-3: Amended and Restated Bylaws
of
RePublic Schools Nashville
a Tennessee not-for-profit corporation

ARTICLE I

Name, Location, Mission and Objectives

Section 1: The name of the organization will be RePublic Schools Nashville (“RePublic Schools”).

Section 2: The initial location of RePublic Schools shall 3515 Gallatin Pike, Nashville, TN 37216. RePublic Schools may also have offices at such other places as its Board of Directors (the “Board”) shall determine the business of RePublic Schools requires; provided, however, that the registered office shall be registered with the Secretary of State of Tennessee and the agent so registered shall be located at the same address, or otherwise as provided by the Board.

Section 3: The purposes for which the RePublic Schools is organized are to establish and run Charter Schools (“Schools”) in Nashville, Tennessee, pursuant to the Tennessee Public Charter Schools Act of 2002 (as amended, supplemented or replaced, “The Charter Schools Act”), under its Charter Agreement with The Metropolitan Board of Education of Nashville and Davidson County, Tennessee (the “Charter Agreement”), with a stated mission of preparing students in grades five through twelve to enter, succeed in and graduate from the college of their choice.

Section 4: If, for any reason, RePublic Schools should dissolve, upon dissolution its assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

ARTICLE II

Members

RePublic Schools shall not have members. The Board shall have all powers and duties for the conduct of the activities of RePublic Schools. While persons who associate with, or attend programs of, participate in, contribute to, or benefit from RePublic Schools may be referred to as “member,” no rights, voting or otherwise, will inure to any such persons.

ARTICLE III

Board of Directors

Section 1: The Board shall consist of at least seven (7) Directors and no more than fifteen (15) Directors. All Directors shall have identical rights and responsibilities. The School Director will be an

advisory, non-voting member of the Board. As required by law (currently, TCA § 49-13-104), the Board shall contain at least one (1) parent representative whose child is currently enrolled in the School. The parent representative shall be appointed by the Board within six (6) months of the School's opening date.

Section 2: Board members shall be sought who reflect the qualities, qualifications and diversity determined by the Board delineated in the Job Description of the Board of Directors.

Section 3: The RePublic Schools Governance Committee, shall present a slate of potential Directors and officers for election by the Board. This slate shall be presented at the annual meeting of the Board.

Section 4: Each Director shall be elected to serve a three-year term commencing on July 1 of a designated year and expiring on the third June 30 thereafter. No Director shall serve more than three consecutive terms or nine consecutive years, whichever is longer. Thereafter, a former Director may serve any number of two additional consecutive three-year terms, provided at least a year intervenes between each six-year period. Notwithstanding any provision of this section to the contrary, (a) each Director shall serve until his or her successor is duly elected and qualified or until his or her death, resignation, or removal and (b) the term of one or more Directors designated by the Board as a "Parent Representative Director" shall automatically expire at such time as such Director no longer has a child enrolled at RePublic Schools. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director. In order for the Board of Directors to have a relatively equal number of members whose three year terms expire each June 30, the Board of Directors shall prior to September 30, 2014 divide the then current Directors into three classes of directors with as equal number among the three classes as is mathematically possible. One class of Directors ("Class A") shall have a term expiring June 30, 2015. The successive terms of all Class A Directors shall be on the consecutive third anniversaries of June 30, 2013. Another class of Directors ("Class B") shall have a term expiring June 30, 2016. The successive terms of all Class B Directors shall be on the consecutive third anniversaries of June 30, 2016. And a third class of Directors ("Class C") shall have a term expiring June 30, 2017. The successive terms of all Class C Directors shall be on the consecutive third anniversaries of June 30, 2017. Notwithstanding the three year term of Directors generally provided for in this Section, the term of initial Class A, Class B and Class C Directors shall be shorter or longer than three years based on the length of his or her service at the time of the designation of Directors prior to January 31, 2018 into divisions of Class A Directors, Class B Directors and Class C Directors. After such initial division and designation are made, if the size of the Board of Directors is increased, any new Directors elected shall be designated by the Board as Class A, Class B or Class C Directors.

Section 5 [Reserved]

Section 6: Any vacancy occurring in the Board, and any position to be filled by reason of an increase in the number of Directors, may be filled, upon recommendation of a qualified candidate by the

Governance Committee, by vote of at least two-thirds (2/3) of the seated Directors. A Director elected to fill the vacancy shall be elected for the unexpired term of his, or her, predecessor in office.

Section 7: A Director may resign at any time by filing a written resignation with the Chair of the Board.

Section 8: The Board may remove any Officer or Director by majority vote of the Board at any meeting of the Board, provided that a statement of the reason or reasons shall have been mailed by Registered Mail to the Officer or Director proposed for removal at least thirty (30) days before any final action is taken by the Board. This statement shall be accompanied by a notice of the time when, and the place where, the Board is to take action on the removal. The Officer or Director shall be given an opportunity to be heard and the matter considered by the Board at the time and place mentioned in the notice.

Section 9: Members of the Board:

- a. Shall receive no payment of honoraria, excepting reimbursement for expenses incurred in performance of voluntary RePublic Schools activities in accordance with RePublic Schools policies.
- b. Shall serve RePublic Schools with the highest degree of duty, loyalty, and care and shall undertake no enterprise to profit personally from his, or her, position with RePublic Schools.
- c. Shall be bound by the Board's Code of Conduct, Conflict of Interest and Confidentiality policy statements.
- d. Shall have no direct or indirect financial interest in the assets or leases of RePublic Schools; any Director who individually or as part of a business or professional firm is involved in the business transactions or current professional services of RePublic Schools shall disclose this relationship and shall not participate in any vote taken with respect to such transactions or services.
- e. Shall be covered by Directors and Officers Insurance provided by RePublic Schools in amounts required by the Board in its reasonable discretion.

ARTICLE IV *Officers*

Section 1: There shall be four (4) elective Officers of the Board: a Chair, a Vice Chair, a Secretary, and a Treasurer.

Section 2: The Governance Committee shall present a slate of Officers to the Board. The nominated Officers shall be drawn from among the members of the Board. The election of Officers shall be held at the annual meeting of the Board.

Section 3: The newly elected Officers shall take office on July 1 following the close of the meeting at which they are elected and their term of office shall be one (1) year, or until respective successors assume office. A Director may serve more than one (1) term in the same office, but not more than three (3) consecutive terms in the same office.

Section 4: In the event that the office of the Chair becomes vacant, the Vice-Chair shall become Chair for the unexpired portion of the term. In the event that the office of Vice-Chair or Secretary-Treasurer becomes vacant, the Chair shall appoint interim Officers to fill such vacant offices until a scheduled meeting of the Board is held.

Section 5. (a) The Chair shall be the chief executive officer of RePublic Schools, responsible, along with the other members of the Board, for the oversight of its business and affairs. The Chair shall preside at all meetings of the Board. The Chair shall have full and equal vote as accorded to all members. The Chair may enter into and execute in the name of RePublic Schools contracts or other instruments that have been authorized by the Board. The Chair may delegate, as needed, to any other officer any or all of the duties of the office of Chair. The Chair shall have such other powers and duties as may be prescribed by the Board of Directors or by these By-laws.

(b) The Vice Chair shall have such duties and responsibilities as may be delegated to the Vice Chair by the Chair. The Vice Chair shall have full and equal vote as accorded to all Board members. In the absence of the Chair, the Vice Chair shall perform all the duties of the Chair and, when so acting, shall have all the responsibilities of and be subject to all the restrictions as fall upon the Chair, including presiding at meetings of the Board. The Vice Chair shall have such other powers and duties as may be prescribed by the Board or by these By-laws.

(c) The Secretary shall cause notices of all meetings to be served to all members of the Board and the School Director and shall keep or cause to be kept the minutes of all meetings of the Board, including the time and place, the names of those present, the actions taken, and the votes on such actions. The Secretary shall present the minutes of the previous meeting at the subsequent meeting to be voted on by the Board and duly noted in the minutes of the instant meeting. The Secretary shall have such other powers and duties as may be prescribed by the Board or by these By-laws.

(d) The Treasurer shall be the chief financial officer of RePublic Schools and shall have primary oversight of the School's Director of Financial Operations as that employee takes responsibility of the financial records, investments, and other evidences of School properties and assets. The Treasurer shall ensure that the Director of Financial Operations keeps regular books of account for the School that set out business transactions of the School, such books to be at all times open to inspection at their place of keeping to any Board member. The Treasurer shall be the chair of the Finance Committee, which shall prepare an annual budget, in conjunction with the School Director and the Director of Financial Operations, for the consideration and approval of the Board. The Treasurer shall ensure that the Director of Financial Operations deposits all money and other valuables in the name and to the credit of RePublic Schools with such depositaries as shall be designated by the Board. The

Treasurer shall provide oversight to the Director of Financial Operations in the investment and reinvestment of funds of the Corporation and the disbursement of funds of the School as may be ordered by the Board. The Treasurer shall render to the Board and the members of the School community, at the Annual Meeting, statements evidencing the current financial condition of RePublic Schools. The Treasurer shall ensure that the Director of Financial Operations establishes a system of adequate financial recording showing income, expenditures, and balance and shall submit to the Board detailed written financial reports in compliance with The Charter Schools Act and the Charter Agreement. The Treasurer, as chair of the Finance Committee, annually shall recommend an auditing firm to be hired by the Board to review the books of RePublic Schools and provide a report on them to the Board.

ARTICLE V

Meetings

Section 1: The annual meeting of the Board shall occur in the last quarter of the RePublic Schools fiscal year. There shall be at least ten (10) other regular meetings of the Board held each year. Notice shall be given to each Director not less than thirty (30) days prior to the date of every regular meeting of the Board.

Section 2: Special meetings of the Board may be called by the Chair or by a majority of the Board filing a written request for such a meeting with the Chair and stating the object, date, and hour therefore, due notice having been given each Director at least five (5) calendar days prior to the meeting.

Section 3: One-half of the Directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board, except where otherwise required by these Bylaws.

Section 4: The Board shall select its own meeting format in any method allowed by the laws of the state of Tennessee. Any such meeting, whether regular or special, that complies with Sections 1 or 2 of this Article VI shall constitute a meeting of the Board and shall subscribe to the policies, procedures, and rules adopted by the Board. The meetings of the Board are deemed to be "public business" and must be held in compliance with TCA §§ 8-44-101 et seq.

Section 5: Notice of all regular and special meetings of the Board, an agenda of all items to be discussed at such meetings, and agenda support materials shall be circulated to all Directors prior to the meeting. Any Director may waive notice of any meeting. The attendance of a Director at any meeting also shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6: An absentee Board member may not designate an alternate to represent him, or her, at a Board meeting. A member of the Board may be deemed to be present for purposes of achieving a quorum and may cast a vote if he, or she, grants a signed, written proxy to another Board member who is present at the meeting. The proxy must direct a vote to be cast with respect to a particular proposal that is described with reasonable specificity in the proxy. No other proxies are allowed.

ARTICLE VI

Committees and Task Forces

Section 1: In addition to the Executive Committee, the Board may maintain such standing committees as provided in these Bylaws and as the Board may determine from time to time to be necessary or desirable for its proper functioning. Except as otherwise provided in this Article VI, such committees shall consist of two (2) or more members. The Committees shall be under the control and serve at the pleasure of the Board and shall have charge of such duties as may be assigned to them by the Board or these Bylaws. In addition, the Chair may appoint task forces to advise or inform the Chair. Committees and task forces may be composed of Directors or community members, or both, except that the voting members of the Executive Committee shall be comprised solely of Directors. Except as otherwise provided in this Article VI, the Board may prescribe the need and/or the composition of such committees.

Section 2: Executive Committee. The Executive Committee shall have as its members the Chair, the Vice Chair, the Treasurer and the Secretary. The Managing Director will be an advisory, non-voting member of the Executive Committee (ex officio). The Chair shall be the Chair of the Executive Committee. In order to assure the proper functioning of RePublic Schools during the time between meetings of the Board, the Executive Committee is hereby empowered to make decisions in the name of the Board and shall have the same authority as the Board under Tennessee Nonprofit Corporation Act, the Charter and these By-Laws, except the Executive Committee is not authorized to:

- (a) Elect, appoint or remove Directors or fill vacancies on the Board,
- (b) Adopt, amend or repeal the Charter of RePublic Schools;
- (c) Adopt, amend or repeal these By-Laws;
- (d) Approve the dissolution, conversion or merger of RePublic Schools, or the sale, pledge or transfer of all or substantially all of the assets of RePublic Schools;
- (e) Take any action requiring an affirmative vote of more than a simple majority of the Board under these By-Laws;
- (f) Incur on behalf of RePublic Schools any debt or obligation, or series of debts and obligations in excess of Fifty Thousand Dollars (\$50,000), unless authorized to do so by the Board;
- (g) Employ or dismiss from employment the Managing Director;
- (h) Take any other action prohibited by a committee of the Board of Directors under Tennessee law.

Section 3: There shall be a standing nominating committee known as the Governance Committee. This committee shall be composed of at least two (2) persons elected by the Board at its annual meeting. Each committee member shall serve a term of two (2) years, and these terms shall be staggered to ensure continuity of committee membership. The committee shall elect its own chair.

Section 4: The duties of the Governance Committee shall be:

- a. to study the qualifications of candidates and present a slate of the best qualified as nominees for the vacant Director positions on the Board;
- b. to present a slate of nominees for Officers to the Board for election at the annual meeting;
- c. to recommend candidates to the Board to fill vacancies that arise outside the regular nominating process;
- d. to provide ongoing orientation to Directors;
- e. to oversee a Director assessment process to ensure optimum performance; and
- f. to recommend the appointment of a past Chair to the Board, if necessary, in the interests of continuity.

Section 5: There shall be a standing committee known as the Finance Committee. This committee shall be composed of at least two (2) persons elected by the Board of Directors at its annual meeting. The Regional Director of Operations will be an advisory, non-voting member of the Finance Committee (ex officio). Each committee member shall serve a term of two (2) years, and these terms shall be staggered to ensure continuity of committee membership. The committee shall elect its own chair.

Section 6: The duties of the Finance Committee shall be:

- a. Review, and recommend to the Board for approval, an annual budget for the RePublic Schools school in collaboration with the School Leader and its business manager, or Director of Financial Operations.
- b. Also in collaboration with the RePublic Schools School Leader, review, and recommend to the Board for approval, and annually revise, a three-year financial forecast and long-range financial plans based on the forecast.
- c. Review grant proposals when required by funders, and when necessary, recommend action by the Board.
- d. Review all non-budgeted expenditures over \$5,000.000 and recommend action to the Board.
- e. Annually submit objectives as part of the planning and budgeting process.
- f. Annually evaluate its work as a committee and the objectives it has committed itself to and report on same to the Board.
- g. Arrange for an annual audit with submission of same to the Board.
- h. Report to the Board at regular meetings of the Board in a manner determined by the Board.

Section 7: There shall be a standing committee known as the Student Achievement Committee. This committee shall be composed of at least three (3) persons elected by the Board of Directors at its

annual meeting. The Managing Director will be an advisory, non-voting member of the Student Achievement Committee (ex officio). Each committee member shall serve a term of two (2) years, and these terms shall be staggered to ensure continuity of committee membership. The committee shall elect its own chair.

Section 8: The duties of the Student Achievement Committee shall be:

- a. Define and continue to refine what academic achievement means for the RePublic Schools charter school.
- b. Ensure that all Board members understand the key charter promises made to our community and to our authorizer.
- c. Work with the leadership to devise clear and consistent ways to measure progress towards stated goals.
- d. Work with leadership to set annual academic achievement goals, to be presented to and approved by the full Board.
- e. Work with leadership to share with the Board annual successes, barriers to reaching academic achievement, and strategies to overcome these barriers.
- f. Arrange for Board training on issues related to academic oversight and academic achievement, as needed.
- g. Annually submit objectives as part of the planning and budgeting process.
- h. Annually evaluate its work as a committee and the objectives to which it has committed itself and report on same to the Board.
- i. Report to the Board at regular meetings of the Board in a manner determined by the Board.

Section 9. There shall be no quorum requirements for any committee except that a quorum of the Executive Committee shall be at least two members.

ARTICLE VII

Fiscal Year and Check Signing

Section 1. The fiscal year of the RePublic Schools shall begin on July 1 of each calendar year and terminate on June 30 of the following year.

Section 2. The signatures of both an Officer and the Director of Financial Operations shall be required on any check in excess of \$5,000.00.

ARTICLE VIII

Rules of Order

In case of conflict or challenge, the rules of order in the current edition of Robert's Rules of Order shall govern the conduct of all Board meetings of RePublic Schools.



ARTICLE IX
Amendments

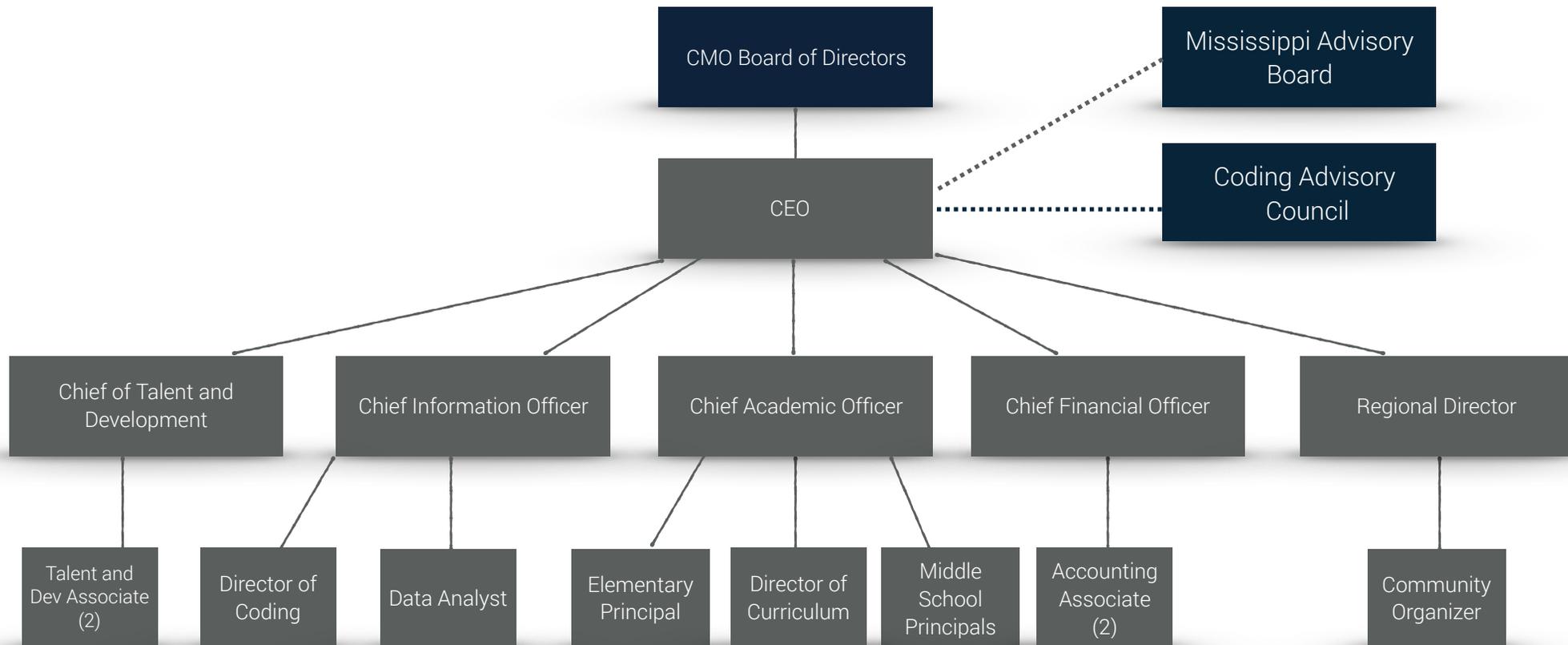
These Bylaws may be amended at a regular meeting by a two-thirds vote of all Directors then in office; provided that notice of the proposed amendment, together with a copy thereof, is provided to each Director at least fifteen (15) days prior to the meeting at which the amendment is to be considered.

ARTICLE X
Indemnification

RePublic Schools shall indemnify each member of the Board to the full extent permitted by the Tennessee Nonprofit Corporation Act. Each Board member shall enjoy the protection and immunity provided by TCA§ 48-58-601, as (and if) limited by The Charter Schools Act. A Board member or Officer shall not be personally liable to RePublic Schools for damages for breach of any duty owed to RePublic Schools, its beneficiaries, or the Board, except that nothing contained herein shall relieve a Board member or Officer from liability for breach of a duty based on an act of omission: (a) in breach of such person's duty of loyalty to the Corporation; (b) not in good faith or involving a knowing violation of law; or (c) resulting in receipt of an improper personal benefit.

Original Bylaws adopted June 29, 2014

Appendix H-4: CMO organization chart 2016-17



Appendix H-5: Liberty Collegiate Academy Charter Agreement

Charter School Agreement

This Charter Agreement is entered into this, the ____ day of _____ 20____, but and between the Metropolitan Board of Public Education for Nashville and Davidson County (the Chartering Authority) and RePublic Schools Nashville _____ (the Sponsor or Charter School, those terms being used interchangeably herein; provided that references herein to “Charter School” shall not include other schools operated by the Sponsor). Chartering Authority and Sponsor are collectively the Parties to this Charter Agreement. This Charter Agreement shall be binding upon the Governing Body selected by the Sponsor to operate the public charter school proposed in the Sponsor’s Application, dated _____, which Governing Body is the Board of Directors of Republic Schools Nashville for Liberty Collegiate _____.

This contract consists of the following documents:

- This document
- Approved charter school application
- Performance management frameworks – academic, organizational, and financial
- Pre-opening workbook and checklist

Recitals:

WHEREAS, the State of Tennessee 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 charters schools; and

WHEREAS, the purposes of the Act include providing “options relative to the governance and improvement of high priority schools, the delivery of instruction for those students with special needs, improv[ing] learning for all students and clos[ing]...achievement gap[s];” and

WHEREAS, charter schools “provide [one] alternative means within the public school system for ensuring accomplishment of the necessary outcomes of education by allowing the establishment and maintenance of public charter schools that operate within a school district structure but are allowed maximum flexibility to achieve their goals;” and

WHEREAS, the Act empowers the Chartering Authority to ensure that only those charter schools open and remain open that are meeting the best interests of the pupils, the school district or the community, and the Act enables the Chartering Authority to do this through rigorous authorization processes, ongoing monitoring of the academic, organizational and financial performance of charter schools, and, when necessary, through the revocation or non-renewal of charters;

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

1. General Terms

- 1.1 Applicable Law.** This Charter Agreement and the Charter School's operations shall be governed by and construed in accordance with the laws of the state of Tennessee and applicable federal laws of the United States. Though the Governing Body may, pursuant to Tenn. Code Ann. § 49-13-105, seek waivers-from the Chartering Authority or the commissioner of education-from Tennessee laws or rules of the State Board of Education that inhibit the Charter School's mission, the Parties understand that waivers may not be provided from the types of laws and rules specifically listed in T.C.A. § 49-13-105, from any provisions of Title 49, Chapter 13 (the Tennessee Public Charter Schools Act) or those included in the Act by reference, or from other laws specifically applicable to charter schools (such as those related to benefits or retirement of charter school employees contained in Title 8, Chapter 27, Part 3).

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.

By signing this agreement, the Chartering Authority approves any waivers requested in the Sponsor's Application. Those requests and any others subsequently requested by the Governing Body are attached as part of the approved charter application.

- 1.2 Effective Date.** This Agreement shall be effective immediately following signature by Sponsor and the Chartering Authority and filing in the office of the Metropolitan Clerk. The Agreement shall expire on June 30 of the tenth year after the date of opening the Charter School for instruction, unless earlier termination or renewed pursuant to the terms of this Agreement.
- 1.3 Pre-Opening Process.** Upon approval by the Metropolitan Nashville Board of Public Education the Pre-Opening process will be sent to the sponsor outlining specific actions that must be put in place during the planning year and completed prior to opening with students. If the pre-opening process is substantially incomplete at the time of inspection, MNPS may decide not to open the school until it has completed all pre-opening steps under TCA 49-13-111 and TCA 49-13-113.
- 1.4 Charter School Performance.** The operation of the Charter School by the Governing Body shall be subject to the terms and conditions of this Charter Agreement and the Act. Decisions by the Chartering Authority regarding renewal or revocation of the Charter Agreement shall be based upon applicable laws and rules, this Agreement and/or the academic, organizational and financial Performance Frameworks incorporated into this Agreement as Exhibit 3.

The Chartering Authority shall have broad oversight authority over the Charter School and may take all reasonable steps necessary to oversee the Charter School's academic, organizational and financial performance, including compliance with this

Agreement and applicable law. This oversight authority includes the right to visit, examine, and inspect the school and its records, and to interview Charter School employees, Governing Body members, students, and families.

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

The Performance Frameworks supersede all assessment measures, educational goals and objectives, financial operations metrics, and organizational performance metrics set forth in the Application and not explicitly incorporated into the Performance Frameworks. The specific terms, form, and requirements of the Performance Frameworks are maintained and disseminated by the Chartering Authority and will be binding on the Charter School.

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

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

The Performance Frameworks may be modified by the Chartering Authority as required to align with changes to applicable state or federal accountability requirements. Such changes to the Performance Frameworks shall apply to the Charter School as required by law. In the event that any such modifications or amendments are required, the Chartering Authority will use best efforts to apply expectations for school performance in a manner consistent with those set forth in the Performance Frameworks as initially established in the most recent charter agreement.

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

- 1.5 Location.** The Charter School is located at **3515 Gallatin Road, Nashville, TN 37206**. If the school is located at a site controlled by the Chartering Authority, the use of such site shall be subject to and governed by a Facilities Agreement between the Parties.
- 1.6 Employment Status.** All teachers and other staff of the charter school shall be employed by the Charter School, not the Chartering Authority.

2. Charter School and Chartering Authority Organizational Responsibilities

- 2.1 Student Enrollment and Retention.** The Charter School shall enroll students according

to TCA §49-13-113, and, unless otherwise agreed, through the Chartering Authority's application process. The Charter School shall not discriminate with respect to admissions on the basis of race, ethnicity, religion, national origin, English language proficiency, academic or athletic ability, gender identity, sexual orientation or the need for special education and related services as set forth in the Application and the Act.

The Charter School may enroll students up to a total maximum of 733. Increases in total enrollment numbers greater than 5% or 25 students, whichever is less, constitute material change 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 enrollment greater than 15% or 50 students, whichever is less, must be reported to the Office of Innovation and evaluated to determine if they are material under the charter agreement. Reductions in enrollment in successive years or changes that affect the life of the charter are considered material and require a charter amendment.

"If the number of applications exceeds the capacity of a program, class, grade level or building, enrollment shall occur according to the preferences in T.C.A. 49-13-113(b)(2)(A). "If enrollment within a group of preferences set out in subdivision (b)(2) (A) exceeds the planned capacity of the school, enrollment within that group shall be determined on the basis of a lottery" that complies with the quoted statutes.

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

Enrollment Chart

Proposed Grade	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
5	100	100	100	110	110	110	110	110	110	110
6		100	100	112	112	112	112	112	112	112
7			100	100	107	107	107	107	107	107
8				87	95	101	101	101	101	101
Total Middle Enrollment	100	200	300	409	424	430	430	430	430	430
9					150	165	176	190	200	210
10						143	157	167	175	180
11							136	149	159	167
12								129	141	151
Total High School Enrollment					150	308	469	635	675	708

***Enrollment in RePublic High School results from a combination of approved enrollment in previously approved high school grades at Nashville Prep (880) and Liberty Collegiate (800).**

2.2. Academic Program. The Charter School shall operate the academic program in accordance with the charter agreement and academic state and federal law, including providing the same equivalent time of instruction as other public schools and complying with assessment and accountability laws and rules (T.C.A. §49-13-105).

High schools must pursue and attain accreditation from the accrediting body approved by the state and MNPS. It is expected that the candidate school status for accreditation will be received during the first year of the charter school operation.

2.2.1 Assessments. The charter school must use the required state assessments.

2.3. Exceptional Education. Special education services, related services, and accommodations for students who are eligible under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973 (Section 504), the Americans with Disabilities Act (ADA), or any applicable provisions of state law, shall be provided in accordance with applicable state and federal law, this Agreement and the Chartering Authority's policy. The Chartering Authority is the local education agency (LEA) for purposes of compliance with the Individuals with Disabilities Education Act (IDEA). The Chartering Authority, pursuant to state law, addresses the needs of services for students with disabilities and gifted services in its Exceptional Education division.

2.3.1 Responsibility of the Chartering Authority. The Chartering Authority is responsible for ensuring that the requirements of federal and state special education law and regulations are met in the Charter School, and that special education and related services are provided in the Charter School in the same manner as they are provided in the Chartering Authority's direct-run schools. Additionally, the Chartering Authority will oversee procedural compliance with federal and state law and regulations concerning accommodation of and education of students with disabilities.

The Chartering Authority shall collaborate with the Charter School in the same manner in which it works with its other schools in the identification and referral process, and in conducting initial evaluations for exceptional education. The Chartering Authority shall notify the Charter School if an enrolling student has an existing IEP and 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.

2.3.2 Responsibility of the Charter School. The Charter School shall have an effective educational model for the delivery of exceptional education services that complies with federal and state law. Once a student has been identified as eligible for exceptional education services, the Charter School assumes responsibility for the provision of services, development and implementation of individualized education programs (IEPs), etc. Exceptional education services at the Charter School will be delivered by individuals or agencies licensed and/or qualified to provide exceptional education services required by Tennessee law and the IDEA. Charter School staff may participate

in any Chartering Authority professional development related to exceptional education or the provision of services pursuant to Section 504. Whenever possible and appropriate consistent with a child's IEP, Charter School will deliver special education services in an inclusion setting.

The Charter School shall have a qualified exceptional education coordinator who will be responsible for monitoring individual case management of all exceptional education students and for arranging the provision of services required by their IEP. Charter School shall maintain a file documenting Charter School's compliance with exceptional education requirements.

- 2.3.3 Costs for Exceptional Education.** The Chartering Authority is financially responsible for child find including student identification and initial assessment expenses. Once a student has been determined eligible for special education services and has an individualized education program (IEP), all costs associated with providing educational services to students with disabilities are the responsibility of the Charter School. The Charter School shall bear the financial responsibility for reevaluations and the provision of all services consistent with IEP's. The Charter School's financial obligation begins once a student has an IEP.

The Chartering Authority will pass Federal funding to the Charter School based on the per pupil allocation received from the department of education. Funding is available on a reimbursement basis at the end of the first semester for all eligible students enrolled and served at the end of the first attendance period. The allocation for the second semester will be based on the number of eligible students enrolled and served on the December 1 census of eligible exceptional students. In addition, when the Chartering Authority submits requests to the state department of education for high cost students, the Chartering Authority will include students at the Charter School in its count. The Chartering Authority will pay a pro rata share of any high costs reimbursement received from the state for such students at the Charter School.

- 2.3.4 Compliance.** No student shall be denied admission nor counseled out of the Charter School due to the nature, extent, or severity of his/her disability or due to the student's request for, or actual need for, exceptional education services or accommodations pursuant to Section 504.

The Charter School shall promptly report to the Chartering Authority any and all alleged infractions, complaints, and other non-compliance issues relating to special education.

The Charter School shall indemnify the Chartering Authority for any costs, attorney fees, and/or financial penalties imposed on MNPS by state and/or federal authorities arising out of actions or omissions of Charter School relating to special education.

- 2.4 English Language Learners.** The Charter School shall address the needs of English Language Learner (ELL) students pursuant to applicable federal and state laws and regulations (including Title III of the Elementary and Secondary Act (ESEA). The Charter

School agrees to maintain and consistently implement a policy to identify students in need of ELL services, to provide services in an equitable manner to ensure access to the school’s educational program (including the provision to appropriate accommodations), and to facilitate exit from ELL services according to individual student capacity.

2.5 Student Discipline/Due Process. The Charter School is responsible for administering its discipline policy in a manner that ensures students’ due process rights are satisfied, including the provision of appropriate informal or formal hearings. The Charter School shall promptly notify the Chartering Authority of students expelled. The Chartering Authority shall provide expelled charter school students access to the Chartering Authority’s alternative school programs in the same manner as it provides access to any student within the LEA.

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

- Enrollment projections for the coming year no later than February 15.
- Daily attendance using the Chartering Authority’s Student Management System (PowerSchool SMS).
- Student enrollment for determining average daily membership by the date required by the department of education.
- The charter school shall monitor their student population with respect to student withdrawals, suspensions, transfers and expulsions. A quarterly dashboard is due to the Chartering Authority.

Quarter	Withdrawal	Transfer	Suspension	Expulsion
Q1				
Q2				
Q3				
Q4				

3. Staffing

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

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

4. Facility

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

The Charter School may not commence instruction prior to completion of applicable inspections and receipt of a completed Pre-Opening Checklist (attached as Exhibit 4) from the Chartering Authority.

5. Food Service

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

6. Transportation

If the Charter School elects to provide transportation for its students, the Chartering Authority shall provide to the Charter School the funds that would otherwise have been spent to provide transportation as provided in TCA § 49-13-114. In order to receive these funds, the Charter School must comply with state laws and state board of education rules regarding student transportation. Transporting students in buses that have not been approved for operation by the department of safety may be grounds for non-renewal or revocation of this agreement.

7. Insurance

The Charter School shall maintain the following insurance:

- General Liability/Automobile Liability Policy: must be equal to or greater than \$5,000,000. This insurance shall be primary insurance. Any insurance or self-insurance programs covering the Metropolitan Government, its officials, employees, and volunteers shall be in excess of this insurance and shall not contribute to it. The first one million dollars must be with a company licensed to do business in the state of Tennessee. The remaining \$4,000,000 can be covered under an excess liability policy (also known as an "umbrella" policy). The policy must name Metropolitan Government as an additional insured. The policy must cover contractual liability. Automobile coverage shall cover vehicles owned, hired, and non-owned.
- Professional Liability Policies: Directors and Officers Policy equal to or greater than \$5,000,000. Teachers Professional Liability Policy equal to or greater than \$1,000,000.

- Workers Compensation and Employers Liability Policy: The amount of coverage required for Workers Compensation is determined by statute. Sponsor must comply with state statutes. Employers Liability must be a minimum of \$100,000.
- Property and Boiler Insurance Policy: If the Charter School purchases the property that will be used by the Charter School, it shall purchase “all risks” property and boiler insurance. Insurance shall be for the full replacement cost of the property and contents with no coinsurance penalty provision.
- Sexual Abuse: \$1,000,000 required coverage

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

8. Governance

- 8.1** The Charter School’s Articles of Incorporation, a Certificate of Incorporation evidencing its incorporation as a nonprofit and evidence of its exemption from federal taxation under IRC § 501(c)(3), its Bylaws and amendments or modifications thereto shall be made part of this Agreement.

The Governing Body shall, pursuant to T.C.A. §49-13-104, include at least one parent of a student currently enrolled at the Charter School.

The Charter School shall comply with all applicable provisions of the Tennessee Open Meetings Act, including with regard to the scheduling of Governing Body meetings, meeting agendas, public notice of meetings, and records of those meetings. At the start of each school year the Charter School shall provide to the Chartering Authority a schedule of Governing meetings for that school year.

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

- 8.2 Complaints.** The Governing Body shall be the first avenue for response in case of any complaints or grievances filed against the Charter School or its employees and volunteers. The Governing Body will ensure that the Charter School establishes policies and procedures for employees and will make those policies available to students, parents/guardians, employees and any other persons who request it. If grievances persist following the actions of the Governing Body, those complaints will be investigated and resolved by the Chartering Authority. Investigation and sanctions by the Chartering Authority are limited to alleged violations of laws or the Charter Agreement.

The Charter School shall notify the Chartering Authority immediately if at any time the Charter School receives notice or is informed that it is a party to a lawsuit.

- 8.3 The Charter School shall report the following to the Chartering Authority within five (5) days of change:
- The names and contact information of individuals who leave or join the Governing Body;
 - Names and contact information of any individuals who, during the prior quarter, resign from or are hired to a leadership position in the Charter School, including any administrative position; and
 - Any change to the Charter School's corporate legal status or any change in its standing with the Tennessee Secretary of State's Office.
- 8.4 By signing and submitting an application, the sponsor requests a waiver of all education statutes and rules of the state board or Department of Education and the MNPS Board of Public Education, except those listed in T.C.A. § 49-13-105 or included by reference (such as statutes and rules related to licensing of charter school teachers) in Title 49, Chapter 13 (the Tennessee Public Charter Schools Act). The approval of this charter school contract by the MNPS BOE shall include the approval of these waivers by the Commissioner of Education, and such automatic waivers shall be reflected in the contract.

9. Finance

- 9.1. **State and Local Funds.** The Chartering Authority shall allocate one hundred percent (100%) of state and local funds to the Charter School on a per pupil expenditure as provided in T.C.A. § 49-13-112 and as calculated by the formula provided by the Tennessee State Department of Education. The Chartering Authority shall allocate funds to the Sponsor after each and according to ten (10) attendance reporting intervals. The Chartering Authority may withhold funds to cover the costs of participation in the LEA's benefits and retirement plans by the Charter School's employees, pursuant to T.C.A. §§ 49-13-112 and 119.
- 9.2 **Fee for Services Agreement.** The Parties may enter into a separate fee for services agreement, for the provision of services not already identified in this agreement by the Chartering Authority to the Charter School (e.g., computer network services, food services, exceptional education providers, ERO/School net professional development service). Failure of the Charter School to enter such an agreement shall not be grounds for revocation or non-renewal of this Agreement.
- 9.3 **Tuition.** The Charter School shall not charge tuition, except to students residing outside the LEA enrolling in the Charter School pursuant to the enrollment

requirements of T.C.A. § 49-13-113 and the Chartering Authority's out of district transfer policy (and said policy's tuition limit).

- 9.4 Charter School Debt.** The Charter School is solely responsible for all debt it incurs, and the Chartering Authority shall not be contractually bound on Charter School's account to any third party. The Chartering Authority shall not be liable for the Charter School's unpaid debts if the Charter School does not have sufficient funds to pay all of its debts in the event that it ceases operations.

The Charter School shall notify the Chartering Authority immediately of a default on any obligation owed to the Chartering Authority, which shall include debts for which payments are past due by sixty (60) days or more. If debts are incurred in the provision of employee benefits pursuant to T.C.A. § 49-13-119, the Chartering Authority may withhold the amount owed from the monthly payment until such debts are satisfied. Any other debts owed to the Chartering Authority must be satisfied prior to the release of the last annual payment.

- 9.5 Financial Management.** The Charter School shall control and be responsible for financial management and performance of the Charter school including budgeting and expenditures. Before receiving Basic Education Program (BEP) through the Chartering Authority, the Charter School must demonstrate (if not already demonstrated in the application) the existence of appropriate governance and managerial procedures and financial controls including

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

The Chartering Authority reserves the right to require more frequent reports as indicated in the Performance Management policies.

The Charter School shall comply with T.C.A. §§ 49-13-111, 120, and 124 regarding completion and submission of annual financial reports and audits to the Chartering Authority and the state. In addition, the Charter School shall submit quarterly financial reports to the Chartering Authority and any other financial and/or operational reports pursuant to T.C.A. § 49-13-111.

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

10 Amendments

Pursuant to T.C.A. § 49-13-110, petitions to amend this Agreement shall follow the timelines established in T.C.A. §49-13-108 for approval or denial by the Chartering Authority and appeal to the state board of education. Any petitions for amendment must be submitted to the Chartering Authority on or before April 1 each year. An amendment shall not become effective, and the Charter School may not take action or implement the change requested in the amendment until the amendment is approved by the Chartering Authority.

Not all changes to school operation constitute material changes to the Agreement that require an amendment. However, the following changes are considered material and require an amendment:

- Changes in any Material Term of this Charter Agreement
- Changes in the Charter School's mission;
- Changes in school location (change of site and/or adding or deleting sites);
- Changes in signing authority for the school;
- Changes in enrollment beyond the maximum limit established in this Agreement – increases of more than 5% or 25 students, *whichever is less*; or reductions of more than 50 students or 15%, *whichever is less* and
- Changes in school calendar that reduce the calendar at all in the first year of operation, by more than ten (10) calendar days in subsequent years, in the absence of timely notification of parents or below the requirement to provide at least the same equivalent time of instruction as required in regular public schools in T.C.A. § 49-13-105.

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

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

- Changes to the budget submitted in the attached Application, subject to the requirements of state and federal law,
- Changes in the mailing address, phone or fax number, or web address of the Charter School;
- Changes in the members and duties of the Governing Body, and

- Changes in the school leader or, if applicable, the chief executive of the charter management organization.

11 Renewal, Revocation, Closure and Dissolution

- 11.1 Renewal.** Pursuant to T.C.A. § 49-13-121, the Charter School may apply for renewal of this Charter Agreement by application submitted no later than October 1 of the year preceding the year in which this agreement expires and in accordance with MNPS renewal policies. The Agreement may be renewed without modification, except for the incorporation by attachment of the approved renewal application. The Parties may also amend the Agreement as part of the renewal process. Any proposed amendments to the Agreement that are rejected by one of the Parties shall constitute a denial of the renewal application, and the application may be appealed to the state board of education within ten (10) days of the decision to deny.

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

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

The Chartering Authority may, but is not required, to follow a progressive system of notification and calls for corrective action on the part of the Charter School.

The Chartering Authority may revoke this Charter Agreement for any reason set forth in T.C.A. § 49-13-122, including a material violation of any of the conditions, standards, or procedures set forth in this Agreement.

If the Chartering Authority determines that any grounds for revocation exist, it may revoke this Charter Agreement according to the procedures set forth in T.C.A. § 49-13-122.

- 11.3 Closure and Dissolution.** In the event that the Charter School is required to cease operation for any reason, including but not limited to non-renewal, revocation, or voluntary surrender of the charter, the Charter School shall

cooperate with the Chartering Authority to ensure orderly closure of the charter School including, but not limited to:

- Timely notification of parents and teachers of the closure decision;
- Securing student records and transporting them to the chartering authority;
- Assisting in placing students in appropriate schools;
- Managing all financial records consistent with the Chartering Authority's school closure requirements and policies; and
- Disposal of school assets in accordance with the Act and this Agreement

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

12. Indemnification and Hold Harmless

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

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

- Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Charter School, its officers, employees, and/or agents, including its sub- or independent contractors, in connection with the performance of this Charter Agreement, and,
- 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.

13. Contract Construction

13.1. Waiver. The failure of either Party to insist on strict performance of any term or condition of this Operating Agreement shall not constitute a waiver of that term or condition, even if the Party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

13.2 Non-assignability. No right or interest in this Agreement shall be assigned by anyone on behalf of the Charter School, and delegation of any contractual duty of the Charter School shall not be made without prior written approval of the

Chartering Authority. A violation of this provision shall be grounds for immediate termination of this Operating Agreement and revocation of the Charter.

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

- 13.3 Agreement.** The Parties intend this Agreement, including all attachments and exhibits, to represent a final and complete expression of their agreement, which shall be considered the Agreement. All prior representations, understandings and discussions are merged herein, and no course of prior dealings between Parties shall supplement or explain any terms used in this document. The Parties recognize that amendments to this Agreement may be executed from time to time hereafter.
- 13.4 Survival of Representations and Warranties.** All representations and warranties hereunder shall be deemed to be material and relied upon the Parties with or to whom the same were made, notwithstanding any investigation or inspection made by or on behalf of such Party or Parties. The representations and warranties covered in this Agreement will survive the termination or expiration of this Agreement.
- 13.5 Severability.** The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition, and the remainder of the Agreement shall remain in effect unless otherwise terminated by one or both of the Parties.
- 13.6 Authority.** The individual officers, agents and employees of the parties hereto who execute this Agreement do hereby individually represent and warrant that they have full power and authority to execute this Agreement.
- 13.7 Notice.** Any notice required or permitted under this Operating Agreement shall be in writing, sent via electronic or other means, and shall be effective immediately upon personal delivery, subject to verification of service or acknowledgement of receipt, or three (3) days after mailing when sent by certified mail, postage prepaid.

**THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
BY AND THROUGH THE METROPOLITAN
BOARD OF EDUCATION:**

Director of Purchasing MBPE:

RECOMMENDED:

Executive Staff Member, MBPE

Department _____

Executive Director of Federal Programs, MBPE

APPROVED AS TO AVAILABILITY OF FUNDS:

ACCOUNT NUMBER

Chief Financial Officer, MBPE

Chairman of the Board, MBPE

Metropolitan Director of Finance

APPROVED AS TO INSURANCE:

Metropolitan Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

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

CONTRACTOR

BY: _____

Title: _____

Sworn and subscribed to before me, a

Notary Public, this _____

day of _____, **20**____,

by _____,

the _____ **of**

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

Notary Public

My Commission Expires _____

Date Filed: _____

Appendix H-6: Nashville Prep Charter Agreement

Charter School Agreement

This Charter Agreement is entered into this, the ____ day of _____ 20____, but and between the Metropolitan Board of Public Education for Nashville and Davidson County (the Chartering Authority) and RePublic Schools Nashville, those terms being used interchangeably herein; provided that references herein to "Charter School" shall not include other schools operated by the Sponsor).

Chartering Authority and Sponsor are collectively the Parties to this Charter Agreement. This Charter Agreement shall be binding upon the Governing Body selected by the Sponsor to operate the public charter school proposed in the Sponsor's Application, dated _____, which Governing Body is the Board of Directors of **Republic Schools Nashville for Nashville Prep** _____.

This contract consists of the following documents:

- This document
- Approved charter school application
- Performance management frameworks - academic, organizational, and financial
- Pre-opening workbook and checklist

Recitals:

WHEREAS, the State of Tennessee 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 charters schools; and

WHEREAS, the purposes of the Act include providing "options relative to the governance and improvement of high priority schools, the delivery of instruction for those students with special needs, improv[ing] learning for all students and clos[ing]...achievement gap[s];" and

WHEREAS, charter schools "provide [one] alternative means within the public school system for ensuring accomplishment of the necessary outcomes of education by allowing the establishment and maintenance of public charter schools that operate within a school district structure but are allowed maximum flexibility to achieve their goals;" and

WHEREAS, the Act empowers the Chartering Authority to ensure that only those charter schools open and remain open that are meeting the best interests of the pupils, the school district or the community, and the Act enables the Chartering Authority to do this through rigorous authorization processes, ongoing monitoring of the academic, organizational and financial performance of charter schools, and, when necessary, through the revocation or non-renewal of charters;

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

1. General Terms

- 1.1 Applicable Law.** This Charter Agreement and the Charter School's operations shall be governed by and construed in accordance with the laws of the state of Tennessee and applicable federal laws of the United States. Though the Governing Body may, pursuant to Tenn. Code Ann. § 49-13-105, seek waivers-from the Chartering Authority or the commissioner of education-from Tennessee laws or rules of the State Board of Education that inhibit the Charter School's mission, the Parties understand that waivers may not be provided from the types of laws and rules specifically listed in T.C.A. § 49-13-105, from any provisions of Title 49, Chapter 13 (the Tennessee Public Charter Schools Act) or those included in the Act by reference, or from other laws specifically applicable to charter schools (such as those related to benefits or retirement of charter school employees contained in Title 8, Chapter 27, Part 3).

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.

By signing this agreement, the Chartering Authority approves any waivers requested in the Sponsor's Application. Those requests and any others subsequently requested by the Governing Body are attached as part of the approved charter application.

- 1.2 Effective Date.** This Agreement shall be effective immediately following signature by Sponsor and the Chartering Authority and filing in the office of the Metropolitan Clerk. The Agreement shall expire on June 30 of the tenth year after the date of opening the Charter School for instruction, unless earlier termination or renewed pursuant to the terms of this Agreement.
- 1.3 Pre-Opening Process.** Upon approval by the Metropolitan Nashville Board of Public Education the Pre-Opening process will be sent to the sponsor outlining specific actions that must be put in place during the planning year and completed prior to opening with students. If the pre-opening process is substantially incomplete at the time of inspection, MNPS may decide not to open the school until it has completed all pre-opening steps under TCA 49-13-111 and TCA 49-13-113.
- 1.4 Charter School Performance.** The operation of the Charter School by the Governing Body shall be subject to the terms and conditions of this Charter Agreement and the Act. Decisions by the Chartering Authority regarding renewal or revocation of the Charter Agreement shall be based upon applicable laws and rules, this Agreement and/or the academic, organizational and financial Performance Frameworks incorporated into this Agreement as Exhibit 3.
- The Chartering Authority shall have broad oversight authority over the Charter School and may take all reasonable steps necessary to oversee the Charter School's academic, organizational and financial performance, including compliance with this Agreement and applicable law. This oversight authority includes the right to visit,

examine, and inspect the school and its records, and to interview Charter School employees, Governing Body members, students, and families.

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

The Performance Frameworks supersede all assessment measures, educational goals and objectives, financial operations metrics, and organizational performance metrics set forth in the Application and not explicitly incorporated into the Performance Frameworks. The specific terms, form, and requirements of the Performance Frameworks are maintained and disseminated by the Chartering Authority and will be binding on the Charter School.

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

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

The Performance Frameworks may be modified by the Chartering Authority as required to align with changes to applicable state or federal accountability requirements. Such changes to the Performance Frameworks shall apply to the Charter School as required by law. In the event that any such modifications or amendments are required, the Chartering Authority will use best efforts to apply expectations for school performance in a manner consistent with those set forth in the Performance Frameworks as initially established in the most recent charter agreement.

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

- 1.5 Location.** The Charter School is located at **1300 56th Avenue North, Nashville, TN 37209.** If the school is located at a site controlled by the Chartering Authority, the use of such site shall be subject to and governed by a Facilities Agreement between the Parties.
- 1.6 Employment Status.** All teachers and other staff of the charter school shall be employed by the Charter School, not the Chartering Authority.

2. Charter School and Chartering Authority Organizational Responsibilities

- 2.1 Student Enrollment and Retention.** The Charter School shall enroll students according to TCA §49-13-113, and, unless otherwise agreed, through the Chartering Authority’s application process. The Charter School shall not discriminate with respect to

admissions on the basis of race, ethnicity, religion, national origin, English language proficiency, academic or athletic ability, gender identity, sexual orientation or the need for special education and related services as set forth in the Application and the Act.

The Charter School may enroll students up to a total maximum of **440**. Increases in total enrollment numbers greater than 5% or 25 students, whichever is less, constitute material change 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 enrollment greater than 15% or 50 students, whichever is less, must be reported to the Office of Innovation and evaluated to determine if they are material under the charter agreement. Reductions in enrollment in successive years or changes that affect the life of the charter are considered material and require a charter amendment.

“If the number of applications exceeds the capacity of a program, class, grade level or building, enrollment shall occur according to the preferences in T.C.A. 49-13-113(b)(2)(A). “If enrollment within a group of preferences set out in subdivision (b)(2) (A) exceeds the planned capacity of the school, enrollment within that group shall be determined on the basis of a lottery” that complies with the quoted statutes.

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

Enrollment Chart

Proposed Grade	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
5	87	87	110	110	110	110	110	110	110	110
6		87	110	112	112	112	112	112	112	112
7			110	100	107	107	107	107	107	107
8				87	95	101	101	101	101	101
MS Total	87	174	330	409	424	430	430	430	430	430

Originally approved high school grades for Nashville Prep combine with originally approved high school grades at Liberty Collegiate Academy to form RePublic High School.

- 2.2. Academic Program.** The Charter School shall operate the academic program in accordance with the charter agreement and academic state and federal law, including providing the same equivalent time of instruction as other public schools and complying with assessment and accountability laws and rules (T.C.A. §49-13-105).

High schools must pursue and attain accreditation from the accrediting body approved by the state and MNPS. It is expected that the candidate school status for accreditation will be received during the first year of the charter school operation.

- 2.2.1 Assessments.** The charter school must use the required state assessments.
- 2.3. Exceptional Education.** Special education services, related services, and accommodations for students who are eligible under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973 (Section 504), the Americans with Disabilities Act (ADA), or any applicable provisions of state law, shall be provided in accordance with applicable state and federal law, this Agreement and the Chartering Authority's policy. The Chartering Authority is the local education agency (LEA) for purposes of compliance with the Individuals with Disabilities Education Act (IDEA). The Chartering Authority, pursuant to state law, addresses the needs of services for students with disabilities and gifted services in its Exceptional Education division.
- 2.3.1 Responsibility of the Chartering Authority.** The Chartering Authority is responsible for ensuring that the requirements of federal and state special education law and regulations are met in the Charter School, and that special education and related services are provided in the Charter School in the same manner as they are provided in the Chartering Authority's direct-run schools. Additionally, the Chartering Authority will oversee procedural compliance with federal and state law and regulations concerning accommodation of and education of students with disabilities.
- The Chartering Authority shall collaborate with the Charter School in the same manner in which it works with its other schools in the identification and referral process, and in conducting initial evaluations for exceptional education. The Chartering Authority shall notify the Charter School if an enrolling student has an existing IEP and 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.
- 2.3.2 Responsibility of the Charter School.** The Charter School shall have an effective educational model for the delivery of exceptional education services that complies with federal and state law. Once a student has been identified as eligible for exceptional education services, the Charter School assumes responsibility for the provision of services, development and implementation of individualized education programs (IEPs), etc. Exceptional education services at the Charter School will be delivered by individuals or agencies licensed and/or qualified to provide exceptional education services required by Tennessee law and the IDEA. Charter School staff may participate in any Chartering Authority professional development related to exceptional education or the provision of services pursuant to Section 504. Whenever possible and appropriate consistent with a child's IEP, Charter School will deliver special education services in an inclusion setting.
- The Charter School shall have a qualified exceptional education coordinator who will be responsible for monitoring individual case management of all exceptional

education students and for arranging the provision of services required by their IEP. Charter School shall maintain a file documenting Charter School's compliance with exceptional education requirements.

- 2.3.3 Costs for Exceptional Education.** The Chartering Authority is financially responsible for child find including student identification and initial assessment expenses. Once a student has been determined eligible for special education services and has an individualized education program (IEP), all costs associated with providing educational services to students with disabilities are the responsibility of the Charter School. The Charter School shall bear the financial responsibility for reevaluations and the provision of all services consistent with IEP's. The Charter School's financial obligation begins once a student has an IEP.

The Chartering Authority will pass Federal funding to the Charter School based on the per pupil allocation received from the department of education. Funding is available on a reimbursement basis at the end of the first semester for all eligible students enrolled and served at the end of the first attendance period. The allocation for the second semester will be based on the number of eligible students enrolled and served on the December 1 census of eligible exceptional students. In addition, when the Chartering Authority submits requests to the state department of education for high cost students, the Chartering Authority will include students at the Charter School in its count. The Chartering Authority will pay a pro rata share of any high costs reimbursement received from the state for such students at the Charter School.

- 2.3.4 Compliance.** No student shall be denied admission nor counseled out of the Charter School due to the nature, extent, or severity of his/her disability or due to the student's request for, or actual need for, exceptional education services or accommodations pursuant to Section 504.

The Charter School shall promptly report to the Chartering Authority any and all alleged infractions, complaints, and other non-compliance issues relating to special education.

The Charter School shall indemnify the Chartering Authority for any costs, attorney fees, and/or financial penalties imposed on MNPS by state and/or federal authorities arising out of actions or omissions of Charter School relating to special education.

- 2.4 English Language Learners.** The Charter School shall address the needs of English Language Learner (ELL) students pursuant to applicable federal and state laws and regulations (including Title III of the Elementary and Secondary Act (ESEA)). The Charter School agrees to maintain and consistently implement a policy to identify students in need of ELL services, to provide services in an equitable manner to ensure access to the school's educational program (including the provision to appropriate accommodations), and to facilitate exit from ELL services according to individual student capacity.

- 2.5 Student Discipline/Due Process.** The Charter School is responsible for administering its discipline policy in a manner that ensures students’ due process rights are satisfied, including the provision of appropriate informal or formal hearings. The Charter School shall promptly notify the Chartering Authority of students expelled. The Chartering Authority shall provide expelled charter school students access to the Chartering Authority’s alternative school programs in the same manner as it provides access to any student within the LEA.
- 2.6 Student Information Reporting.** While ensuring compliance with federal and state law regarding student records, the Charter School shall report student information as follows:
- Enrollment projections for the coming year no later than February 15.
 - Daily attendance using the Chartering Authority’s Student Management System (PowerSchool SMS).
 - Student enrollment for determining average daily membership by the date required by the department of education.
 - The charter school shall monitor their student population with respect to student withdrawals, suspensions, transfers and expulsions. A quarterly dashboard is due to the Chartering Authority.

Quarter	Withdrawal	Transfer	Suspension	Expulsion
Q1				
Q2				
Q3				
Q4				

3. Staffing

- 3.1 Teachers.** The Charter School shall ensure that teachers are licensed pursuant to state statutes and state board of education rules, and meet applicable federal qualifications including highly qualified, exceptional education certified and ESL certified.
- 3.2 Background Checks.** All current employees of the Charter School who have or will have contact with children at the Charter School within the scope of the individuals’ employment, and employees of contractors or sub-contractors of the Charter School who have contact with children within the scope of the individual’s employment, shall complete criminal background checks as required by state law.

4. Facility

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

The Charter School may not commence instruction prior to completion of applicable inspections and receipt of a completed Pre-Opening Checklist (attached as Exhibit 4) from the Chartering Authority.

5. Food Service

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

6. Transportation

If the Charter School elects to provide transportation for its students, the Chartering Authority shall provide to the Charter School the funds that would otherwise have been spent to provide transportation as provided in TCA § 49-13-114. In order to receive these funds, the Charter School must comply with state laws and state board of education rules regarding student transportation. Transporting students in buses that have not been approved for operation by the department of safety may be grounds for non-renewal or revocation of this agreement.

7. Insurance

The Charter School shall maintain the following insurance:

- General Liability/Automobile Liability Policy: must be equal to or greater than \$5,000,000. This insurance shall be primary insurance. Any insurance or self-insurance programs covering the Metropolitan Government, its officials, employees, and volunteers shall be in excess of this insurance and shall not contribute to it. The first one million dollars must be with a company licensed to do business in the state of Tennessee. The remaining \$4,000,000 can be covered under an excess liability policy (also known as an "umbrella" policy). The policy must name Metropolitan Government as an additional insured. The policy must cover contractual liability. Automobile coverage shall cover vehicles owned, hired, and non-owned.
- Professional Liability Policies: Directors and Officers Policy equal to or greater than \$5,000,000. Teachers Professional Liability Policy equal to or greater than \$1,000,000.
- Workers Compensation and Employers Liability Policy: The amount of coverage required for Workers Compensation is determined by statute. Sponsor must comply with state statutes. Employers Liability must be a minimum of \$100,000.
- Property and Boiler Insurance Policy: If the Charter School purchases the property that will be used by the Charter School, it shall purchase "all risks" property and boiler

insurance. Insurance shall be for the full replacement cost of the property and contents with no coinsurance penalty provision.

- Sexual Abuse: \$1,000,000 required coverage

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

8. Governance

- 8.1** The Charter School's Articles of Incorporation, a Certificate of Incorporation evidencing its incorporation as a nonprofit and evidence of its exemption from federal taxation under IRC § 501(c)(3), its Bylaws and amendments or modifications thereto shall be made part of this Agreement.

The Governing Body shall, pursuant to T.C.A. §49-13-104, include at least one parent of a student currently enrolled at the Charter School.

The Charter School shall comply with all applicable provisions of the Tennessee Open Meetings Act, including with regard to the scheduling of Governing Body meetings, meeting agendas, public notice of meetings, and records of those meetings. At the start of each school year the Charter School shall provide to the Chartering Authority a schedule of Governing meetings for that school year.

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

- 8.2 Complaints.** The Governing Body shall be the first avenue for response in case of any complaints or grievances filed against the Charter School or its employees and volunteers. The Governing Body will ensure that the Charter School establishes policies and procedures for employees and will make those policies available to students, parents/guardians, employees and any other persons who request it. If grievances persist following the actions of the Governing Body, those complaints will be investigated and resolved by the Chartering Authority. Investigation and sanctions by the Chartering Authority are limited to alleged violations of laws or the Charter Agreement.

The Charter School shall notify the Chartering Authority immediately if at any time the Charter School receives notice or is informed that it is a party to a lawsuit.

- 8.3** The Charter School shall report the following to the Chartering Authority within five (5) days of change:

- The names and contact information of individuals who leave or join the Governing Body;
- Names and contact information of any individuals who, during the prior quarter, resign from or are hired to a leadership position in the Charter School, including any administrative position; and
- Any change to the Charter School's corporate legal status or any change in its standing with the Tennessee Secretary of State's Office.

8.4 By signing and submitting an application, the sponsor requests a waiver of all education statutes and rules of the state board or Department of Education and the MNPS Board of Public Education, except those listed in T.C.A. § 49-13-105 or included by reference (such as statutes and rules related to licensing of charter school teachers) in Title 49, Chapter 13 (the Tennessee Public Charter Schools Act). The approval of this charter school contract by the MNPS BOE shall include the approval of these waivers by the Commissioner of Education, and such automatic waivers shall be reflected in the contract.

9. Finance

- 9.1. State and Local Funds.** The Chartering Authority shall allocate one hundred percent (100%) of state and local funds to the Charter School on a per pupil expenditure as provided in T.C.A. § 49-13-112 and as calculated by the formula provided by the Tennessee State Department of Education. The Chartering Authority shall allocate funds to the Sponsor after each and according to ten (10) attendance reporting intervals. The Chartering Authority may withhold funds to cover the costs of participation in the LEA's benefits and retirement plans by the Charter School's employees, pursuant to T.C.A. §§ 49-13-112 and 119.
- 9.2. Fee for Services Agreement.** The Parties may enter into a separate fee for services agreement, for the provision of services not already identified in this agreement by the Chartering Authority to the Charter School (e.g., computer network services, food services, exceptional education providers, ERO/School net professional development service). Failure of the Charter School to enter such an agreement shall not be grounds for revocation or non-renewal of this Agreement.
- 9.3. Tuition.** The Charter School shall not charge tuition, except to students residing outside the LEA enrolling in the Charter School pursuant to the enrollment requirements of T.C.A. § 49-13-113 and the Chartering Authority's out of district transfer policy (and said policy's tuition limit).
- 9.4. Charter School Debt.** The Charter School is solely responsible for all debt it incurs, and the Chartering Authority shall not be contractually bound on Charter School's account to any third party. The Chartering Authority shall not be liable

for the Charter School's unpaid debts if the Charter School does not have sufficient funds to pay all of its debts in the event that it ceases operations.

The Charter School shall notify the Chartering Authority immediately of a default on any obligation owed to the Chartering Authority, which shall include debts for which payments are past due by sixty (60) days or more. If debts are incurred in the provision of employee benefits pursuant to T.C.A. § 49-13-119, the Chartering Authority may withhold the amount owed from the monthly payment until such debts are satisfied. Any other debts owed to the Chartering Authority must be satisfied prior to the release of the last annual payment.

9.5 Financial Management. The Charter School shall control and be responsible for financial management and performance of the Charter school including budgeting and expenditures. Before receiving Basic Education Program (BEP) through the Chartering Authority, the Charter School must demonstrate (if not already demonstrated in the application) the existence of appropriate governance and managerial procedures and financial controls including

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

The Chartering Authority reserves the right to require more frequent reports as indicated in the Performance Management policies.

The Charter School shall comply with T.C.A. §§ 49-13-111, 120, and 124 regarding completion and submission of annual financial reports and audits to the Chartering Authority and the state. In addition, the Charter School shall submit quarterly financial reports to the Chartering Authority and any other financial and/or operational reports pursuant to T.C.A. § 49-13-111.

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

10 Amendments

Pursuant to T.C.A. § 49-13-110, petitions to amend this Agreement shall follow the timelines established in T.C.A. §49-13-108 for approval or denial by the Chartering Authority and appeal to the state board of education. Any petitions for amendment must be submitted to the Chartering Authority on or before April 1 each year. An amendment shall not become effective, and the Charter School may not take action or implement the change requested in the amendment until the amendment is approved by the Chartering Authority.

Not all changes to school operation constitute material changes to the Agreement that require an amendment. However, the following changes are considered material and require an amendment:

- Changes in any Material Term of this Charter Agreement
- Changes in the Charter School's mission;
- Changes in school location (change of site and/or adding or deleting sites);
- Changes in signing authority for the school;
- Changes in enrollment beyond the maximum limit established in this Agreement – increases of more than 5% or 25 students, *whichever is less*; or reductions of more than 50 students or 15%, *whichever is less* and
- Changes in school calendar that reduce the calendar at all in the first year of operation, by more than ten (10) calendar days in subsequent years, in the absence of timely notification of parents or below the requirement to provide at least the same equivalent time of instruction as required in regular public schools in T.C.A. § 49-13-105.

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

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

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

11 Renewal, Revocation, Closure and Dissolution

- 11.1 Renewal.** Pursuant to T.C.A. § 49-13-121, the Charter School may apply for renewal of this Charter Agreement by application submitted no later than October 1 of the year preceding the year in which this agreement expires and in accordance with MNPS renewal policies. The Agreement may be renewed without modification, except for the incorporation by attachment of the approved renewal application. The Parties may also amend the Agreement as part of the renewal process. Any proposed amendments to the Agreement that are rejected by one of the Parties shall constitute a denial of the renewal application, and the application may be appealed to the state board of education within ten (10) days of the decision to deny.

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

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

The Chartering Authority may, but is not required, to follow a progressive system of notification and calls for corrective action on the part of the Charter School.

The Chartering Authority may revoke this Charter Agreement for any reason set forth in T.C.A. § 49-13-122, including a material violation of any of the conditions, standards, or procedures set forth in this Agreement.

If the Chartering Authority determines that any grounds for revocation exist, it may revoke this Charter Agreement according to the procedures set forth in T.C.A. § 49-13-122.

- 11.3 Closure and Dissolution.** In the event that the Charter School is required to cease operation for any reason, including but not limited to non-renewal, revocation, or voluntary surrender of the charter, the Charter School shall cooperate with the Chartering Authority to ensure orderly closure of the charter School including, but not limited to:
- Timely notification of parents and teachers of the closure decision;

- Securing student records and transporting them to the chartering authority;
 - Assisting in placing students in appropriate schools;
 - Managing all financial records consistent with the Chartering Authority's school closure requirements and policies; and
 - Disposal of school assets in accordance with the Act and this Agreement
- Dissolution of the Charter School following revocation or non-renewal shall comply with T.C.A. § 49-13-110(c). The Charter School shall be responsible for winding down operations, including payment of any and all debts, obligations, or liabilities incurred at any time by the Charter School. Under no circumstances shall the Chartering Authority be responsible for such obligations.

12. Indemnification and Hold Harmless

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

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

- Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Charter School, its officers, employees, and/or agents, including its sub- or independent contractors, in connection with the performance of this Charter Agreement, and,
- 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.

13. Contract Construction

13.1. Waiver. The failure of either Party to insist on strict performance of any term or condition of this Operating Agreement shall not constitute a waiver of that term or condition, even if the Party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

13.2 Non-assignability. No right or interest in this Agreement shall be assigned by anyone on behalf of the Charter School, and delegation of any contractual duty of the Charter School shall not be made without prior written approval of the Chartering Authority. A violation of this provision shall be grounds for immediate termination of this Operating Agreement and revocation of the Charter.

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

- 13.3 Agreement.** The Parties intend this Agreement, including all attachments and exhibits, to represent a final and complete expression of their agreement, which shall be considered the Agreement. All prior representations, understandings and discussions are merged herein, and no course of prior dealings between Parties shall supplement or explain any terms used in this document. The Parties recognize that amendments to this Agreement may be executed from time to time hereafter.
- 13.4 Survival of Representations and Warranties.** All representations and warranties hereunder shall be deemed to be material and relied upon the Parties with or to whom the same were made, notwithstanding any investigation or inspection made by or on behalf of such Party or Parties. The representations and warranties covered in this Agreement will survive the termination or expiration of this Agreement.
- 13.5 Severability.** The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition, and the remainder of the Agreement shall remain in effect unless otherwise terminated by one or both of the Parties.
- 13.6 Authority.** The individual officers, agents and employees of the parties hereto who execute this Agreement do hereby individually represent and warrant that they have full power and authority to execute this Agreement.
- 13.7 Notice.** Any notice required or permitted under this Operating Agreement shall be in writing, sent via electronic or other means, and shall be effective immediately upon personal delivery, subject to verification of service or acknowledgement of receipt, or three (3) days after mailing when sent by certified mail, postage prepaid.

**THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
BY AND THROUGH THE METROPOLITAN
BOARD OF EDUCATION:**

Director of Purchasing MBPE:

RECOMMENDED:

Executive Staff Member, MBPE

Department _____

Executive Director of Federal Programs, MBPE

APPROVED AS TO AVAILABILITY OF FUNDS:

ACCOUNT NUMBER

Chief Financial Officer, MBPE

Chairman of the Board, MBPE

Metropolitan Director of Finance

APPROVED AS TO INSURANCE:

Metropolitan Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

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

Date Filed: _____

CONTRACTOR

BY: _____

Title: _____

Sworn and subscribed to before me, a

Notary Public, this _____

day of _____, **20**____,

by _____,

the _____ **of**

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

Notary Public

My Commission Expires _____

Appendix H-7: Nashville Academy of Computer Science Charter Agreement

Charter School Agreement

This Charter Agreement is entered into this, the ____ day of _____ 20____, but and between the Metropolitan Board of Public Education for Nashville and Davidson County (the Chartering Authority) and RePublic Schools Nashville _____ (the Sponsor or Charter School, those terms being used interchangeably herein; provided that references herein to “Charter School” shall not include other schools operated by the Sponsor). Chartering Authority and Sponsor are collectively the Parties to this Charter Agreement. This Charter Agreement shall be binding upon the Governing Body selected by the Sponsor to operate the public charter school proposed in the Sponsor’s Application, dated _____, which Governing Body is the Board of Directors of Republic Schools Nashville for Nashville Academy of Computer Science _____.

This contract consists of the following documents:

- This document
- Approved charter school application
- Performance management frameworks – academic, organizational, and financial
- Pre-opening workbook and checklist

Recitals:

WHEREAS, the State of Tennessee 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 charters schools; and

WHEREAS, the purposes of the Act include providing “options relative to the governance and improvement of high priority schools, the delivery of instruction for those students with special needs, improv[ing] learning for all students and clos[ing]...achievement gap[s];” and

WHEREAS, charter schools “provide [one] alternative means within the public school system for ensuring accomplishment of the necessary outcomes of education by allowing the establishment and maintenance of public charter schools that operate within a school district structure but are allowed maximum flexibility to achieve their goals;” and

WHEREAS, the Act empowers the Chartering Authority to ensure that only those charter schools open and remain open that are meeting the best interests of the pupils, the school district or the community, and the Act enables the Chartering Authority to do this through rigorous authorization processes, ongoing monitoring of the academic, organizational and financial performance of charter schools, and, when necessary, through the revocation or non-renewal of charters;

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

1. General Terms

- 1.1 Applicable Law.** This Charter Agreement and the Charter School's operations shall be governed by and construed in accordance with the laws of the state of Tennessee and applicable federal laws of the United States. Though the Governing Body may, pursuant to Tenn. Code Ann. § 49-13-105, seek waivers-from the Chartering Authority or the commissioner of education-from Tennessee laws or rules of the State Board of Education that inhibit the Charter School's mission, the Parties understand that waivers may not be provided from the types of laws and rules specifically listed in T.C.A. § 49-13-105, from any provisions of Title 49, Chapter 13 (the Tennessee Public Charter Schools Act) or those included in the Act by reference, or from other laws specifically applicable to charter schools (such as those related to benefits or retirement of charter school employees contained in Title 8, Chapter 27, Part 3).

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.

By signing this agreement, the Chartering Authority approves any waivers requested in the Sponsor's Application. Those requests and any others subsequently requested by the Governing Body are attached as part of the approved charter application.

- 1.2 Effective Date.** This Agreement shall be effective immediately following signature by Sponsor and the Chartering Authority and filing in the office of the Metropolitan Clerk. The Agreement shall expire on June 30 of the tenth year after the date of opening the Charter School for instruction, unless earlier termination or renewed pursuant to the terms of this Agreement.
- 1.3 Pre-Opening Process.** Upon approval by the Metropolitan Nashville Board of Public Education the Pre-Opening process will be sent to the sponsor outlining specific actions that must be put in place during the planning year and completed prior to opening with students. If the pre-opening process is substantially incomplete at the time of inspection, MNPS may decide not to open the school until it has completed all pre-opening steps under TCA 49-13-111 and TCA 49-13-113.
- 1.4 Charter School Performance.** The operation of the Charter School by the Governing Body shall be subject to the terms and conditions of this Charter Agreement and the Act. Decisions by the Chartering Authority regarding renewal or revocation of the Charter Agreement shall be based upon applicable laws and rules, this Agreement and/or the academic, organizational and financial Performance Frameworks incorporated into this Agreement as Exhibit 3.

The Chartering Authority shall have broad oversight authority over the Charter School and may take all reasonable steps necessary to oversee the Charter School's academic, organizational and financial performance, including compliance with this

Agreement and applicable law. This oversight authority includes the right to visit, examine, and inspect the school and its records, and to interview Charter School employees, Governing Body members, students, and families.

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

The Performance Frameworks supersede all assessment measures, educational goals and objectives, financial operations metrics, and organizational performance metrics set forth in the Application and not explicitly incorporated into the Performance Frameworks. The specific terms, form, and requirements of the Performance Frameworks are maintained and disseminated by the Chartering Authority and will be binding on the Charter School.

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

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

The Performance Frameworks may be modified by the Chartering Authority as required to align with changes to applicable state or federal accountability requirements. Such changes to the Performance Frameworks shall apply to the Charter School as required by law. In the event that any such modifications or amendments are required, the Chartering Authority will use best efforts to apply expectations for school performance in a manner consistent with those set forth in the Performance Frameworks as initially established in the most recent charter agreement.

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

- 1.5 Location.** The Charter School is located at **330 10th Avenue North, Nashville, TN 37211**]. If the school is located at a site controlled by the Chartering Authority, the use of such site shall be subject to and governed by a Facilities Agreement between the Parties.
- 1.6 Employment Status.** All teachers and other staff of the charter school shall be employed by the Charter School, not the Chartering Authority.

2. Charter School and Chartering Authority Organizational Responsibilities

- 2.1 Student Enrollment and Retention.** The Charter School shall enroll students according

to TCA §49-13-113, and, unless otherwise agreed, through the Chartering Authority's application process. The Charter School shall not discriminate with respect to admissions on the basis of race, ethnicity, religion, national origin, English language proficiency, academic or athletic ability, gender identity, sexual orientation or the need for special education and related services as set forth in the Application and the Act.

The Charter School may enroll students up to a total maximum of **440**. Increases in total enrollment numbers greater than 5% or 25 students, whichever is less, constitute material change 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 enrollment greater than 15% or 50 students, whichever is less, must be reported to the Office of Innovation and evaluated to determine if they are material under the charter agreement. Reductions in enrollment in successive years or changes that affect the life of the charter are considered material and require a charter amendment.

"If the number of applications exceeds the capacity of a program, class, grade level or building, enrollment shall occur according to the preferences in T.C.A. 49-13-113(b)(2)(A). "If enrollment within a group of preferences set out in subdivision (b)(2) (A) exceeds the planned capacity of the school, enrollment within that group shall be determined on the basis of a lottery" that complies with the quoted statutes.

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

Enrollment Chart

Proposed Grades	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
5	100	105	110	110	110	110	110	110	110	110
6	0	100	105	112	112	112	112	112	112	112
7	0	0	95	100	107	107	107	107	107	107
8	0	0	0	90	95	101	101	101	101	101
Total Enrollment	100	205	310	412	424	430	430	430	430	430

- 2.2. Academic Program.** The Charter School shall operate the academic program in accordance with the charter agreement and academic state and federal law, including providing the same equivalent time of instruction as other public schools and complying with assessment and accountability laws and rules (T.C.A. §49-13-105).

High schools must pursue and attain accreditation from the accrediting body approved by the state and MNPS. It is expected that the candidate school status for accreditation will be received during the first year of the charter school operation.

- 2.2.1 Assessments.** The charter school must use the required state assessments.
- 2.3. Exceptional Education.** Special education services, related services, and accommodations for students who are eligible under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973 (Section 504), the Americans with Disabilities Act (ADA), or any applicable provisions of state law, shall be provided in accordance with applicable state and federal law, this Agreement and the Chartering Authority's policy. The Chartering Authority is the local education agency (LEA) for purposes of compliance with the Individuals with Disabilities Education Act (IDEA). The Chartering Authority, pursuant to state law, addresses the needs of services for students with disabilities and gifted services in its Exceptional Education division.
- 2.3.1 Responsibility of the Chartering Authority.** The Chartering Authority is responsible for ensuring that the requirements of federal and state special education law and regulations are met in the Charter School, and that special education and related services are provided in the Charter School in the same manner as they are provided in the Chartering Authority's direct-run schools. Additionally, the Chartering Authority will oversee procedural compliance with federal and state law and regulations concerning accommodation of and education of students with disabilities.
- The Chartering Authority shall collaborate with the Charter School in the same manner in which it works with its other schools in the identification and referral process, and in conducting initial evaluations for exceptional education. The Chartering Authority shall notify the Charter School if an enrolling student has an existing IEP and 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.
- 2.3.2 Responsibility of the Charter School.** The Charter School shall have an effective educational model for the delivery of exceptional education services that complies with federal and state law. Once a student has been identified as eligible for exceptional education services, the Charter School assumes responsibility for the provision of services, development and implementation of individualized education programs (IEPs), etc. Exceptional education services at the Charter School will be delivered by individuals or agencies licensed and/or qualified to provide exceptional education services required by Tennessee law and the IDEA. Charter School staff may participate in any Chartering Authority professional development related to exceptional education or the provision of services pursuant to Section 504. Whenever possible and appropriate consistent with a child's IEP, Charter School will deliver special education services in an inclusion setting.
- The Charter School shall have a qualified exceptional education coordinator who will be responsible for monitoring individual case management of all exceptional education students and for arranging the provision of services required by their IEP. Charter School shall maintain a file documenting Charter School's compliance with exceptional education requirements.

- 2.3.3 Costs for Exceptional Education.** The Chartering Authority is financially responsible for child find including student identification and initial assessment expenses. Once a student has been determined eligible for special education services and has an individualized education program (IEP), all costs associated with providing educational services to students with disabilities are the responsibility of the Charter School. The Charter School shall bear the financial responsibility for reevaluations and the provision of all services consistent with IEP's. The Charter School's financial obligation begins once a student has an IEP.

The Chartering Authority will pass Federal funding to the Charter School based on the per pupil allocation received from the department of education. Funding is available on a reimbursement basis at the end of the first semester for all eligible students enrolled and served at the end of the first attendance period. The allocation for the second semester will be based on the number of eligible students enrolled and served on the December 1 census of eligible exceptional students. In addition, when the Chartering Authority submits requests to the state department of education for high cost students, the Chartering Authority will include students at the Charter School in its count. The Chartering Authority will pay a pro rata share of any high costs reimbursement received from the state for such students at the Charter School.

- 2.3.4 Compliance.** No student shall be denied admission nor counseled out of the Charter School due to the nature, extent, or severity of his/her disability or due to the student's request for, or actual need for, exceptional education services or accommodations pursuant to Section 504.

The Charter School shall promptly report to the Chartering Authority any and all alleged infractions, complaints, and other non-compliance issues relating to special education.

The Charter School shall indemnify the Chartering Authority for any costs, attorney fees, and/or financial penalties imposed on MNPS by state and/or federal authorities arising out of actions or omissions of Charter School relating to special education.

- 2.4 English Language Learners.** The Charter School shall address the needs of English Language Learner (ELL) students pursuant to applicable federal and state laws and regulations (including Title III of the Elementary and Secondary Act (ESEA). The Charter School agrees to maintain and consistently implement a policy to identify students in need of ELL services, to provide services in an equitable manner to ensure access to the school's educational program (including the provision to appropriate accommodations), and to facilitate exit from ELL services according to individual student capacity.

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

Authority shall provide expelled charter school students access to the Chartering Authority's alternative school programs in the same manner as it provides access to any student within the LEA.

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

- Enrollment projections for the coming year no later than February 15.
- Daily attendance using the Chartering Authority's Student Management System (PowerSchool SMS).
- Student enrollment for determining average daily membership by the date required by the department of education.
- The charter school shall monitor their student population with respect to student withdrawals, suspensions, transfers and expulsions. A quarterly dashboard is due to the Chartering Authority.

Quarter	Withdrawal	Transfer	Suspension	Expulsion
Q1				
Q2				
Q3				
Q4				

3. Staffing

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

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

4. Facility

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

The Charter School may not commence instruction prior to completion of applicable inspections and receipt of a completed Pre-Opening Checklist (attached as Exhibit 4) from the Chartering Authority.

5. Food Service

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

6. Transportation

If the Charter School elects to provide transportation for its students, the Chartering Authority shall provide to the Charter School the funds that would otherwise have been spent to provide transportation as provided in TCA § 49-13-114. In order to receive these funds, the Charter School must comply with state laws and state board of education rules regarding student transportation. Transporting students in buses that have not been approved for operation by the department of safety may be grounds for non-renewal or revocation of this agreement.

7. Insurance

The Charter School shall maintain the following insurance:

- General Liability/Automobile Liability Policy: must be equal to or greater than \$5,000,000. This insurance shall be primary insurance. Any insurance or self-insurance programs covering the Metropolitan Government, its officials, employees, and volunteers shall be in excess of this insurance and shall not contribute to it. The first one million dollars must be with a company licensed to do business in the state of Tennessee. The remaining \$4,000,000 can be covered under an excess liability policy (also known as an “umbrella” policy). The policy must name Metropolitan Government as an additional insured. The policy must cover contractual liability. Automobile coverage shall cover vehicles owned, hired, and non-owned.
- Professional Liability Policies: Directors and Officers Policy equal to or greater than \$5,000,000. Teachers Professional Liability Policy equal to or greater than \$1,000,000.
- Workers Compensation and Employers Liability Policy: The amount of coverage required for Workers Compensation is determined by statute. Sponsor must comply with state statutes. Employers Liability must be a minimum of \$100,000.
- Property and Boiler Insurance Policy: If the Charter School purchases the property that will be used by the Charter School, it shall purchase “all risks” property and boiler insurance. Insurance shall be for the full replacement cost of the property and contents with no coinsurance penalty provision.
- Sexual Abuse: \$1,000,000 required coverage

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

8. Governance

- 8.1 The Charter School's Articles of Incorporation, a Certificate of Incorporation evidencing its incorporation as a nonprofit and evidence of its exemption from federal taxation under IRC § 501(c)(3), its Bylaws and amendments or modifications thereto shall be made part of this Agreement.

The Governing Body shall, pursuant to T.C.A. §49-13-104, include at least one parent of a student currently enrolled at the Charter School.

The Charter School shall comply with all applicable provisions of the Tennessee Open Meetings Act, including with regard to the scheduling of Governing Body meetings, meeting agendas, public notice of meetings, and records of those meetings. At the start of each school year the Charter School shall provide to the Chartering Authority a schedule of Governing meetings for that school year.

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

- 8.2 **Complaints.** The Governing Body shall be the first avenue for response in case of any complaints or grievances filed against the Charter School or its employees and volunteers. The Governing Body will ensure that the Charter School establishes policies and procedures for employees and will make those policies available to students, parents/guardians, employees and any other persons who request it. If grievances persist following the actions of the Governing Body, those complaints will be investigated and resolved by the Chartering Authority. Investigation and sanctions by the Chartering Authority are limited to alleged violations of laws or the Charter Agreement.

The Charter School shall notify the Chartering Authority immediately if at any time the Charter School receives notice or is informed that it is a party to a lawsuit.

- 8.3 The Charter School shall report the following to the Chartering Authority within five (5) days of change:
- The names and contact information of individuals who leave or join the Governing Body;

- Names and contact information of any individuals who, during the prior quarter, resign from or are hired to a leadership position in the Charter School, including any administrative position; and
- Any change to the Charter School's corporate legal status or any change in its standing with the Tennessee Secretary of State's Office.

8.4 By signing and submitting an application, the sponsor requests a waiver of all education statutes and rules of the state board or Department of Education and the MNPS Board of Public Education, except those listed in T.C.A. § 49-13-105 or included by reference (such as statutes and rules related to licensing of charter school teachers) in Title 49, Chapter 13 (the Tennessee Public Charter Schools Act). The approval of this charter school contract by the MNPS BOE shall include the approval of these waivers by the Commissioner of Education, and such automatic waivers shall be reflected in the contract.

9. Finance

- 9.1. **State and Local Funds.** The Chartering Authority shall allocate one hundred percent (100%) of state and local funds to the Charter School on a per pupil expenditure as provided in T.C.A. § 49-13-112 and as calculated by the formula provided by the Tennessee State Department of Education. The Chartering Authority shall allocate funds to the Sponsor after each and according to ten (10) attendance reporting intervals. The Chartering Authority may withhold funds to cover the costs of participation in the LEA's benefits and retirement plans by the Charter School's employees, pursuant to T.C.A. §§ 49-13-112 and 119.
- 9.2 **Fee for Services Agreement.** The Parties may enter into a separate fee for services agreement, for the provision of services not already identified in this agreement by the Chartering Authority to the Charter School (e.g., computer network services, food services, exceptional education providers, ERO/School net professional development service). Failure of the Charter School to enter such an agreement shall not be grounds for revocation or non-renewal of this Agreement.
- 9.3 **Tuition.** The Charter School shall not charge tuition, except to students residing outside the LEA enrolling in the Charter School pursuant to the enrollment requirements of T.C.A. § 49-13-113 and the Chartering Authority's out of district transfer policy (and said policy's tuition limit).
- 9.4 **Charter School Debt.** The Charter School is solely responsible for all debt it incurs, and the Chartering Authority shall not be contractually bound on Charter School's account to any third party. The Chartering Authority shall not be liable for the Charter School's unpaid debts if the Charter School does not have sufficient funds to pay all of its debts in the event that it ceases operations.

The Charter School shall notify the Chartering Authority immediately of a default on any obligation owed to the Chartering Authority, which shall include debts for which payments are past due by sixty (60) days or more. If debts are incurred in the provision of employee benefits pursuant to T.C.A. § 49-13-119, the Chartering Authority may withhold the amount owed from the monthly payment until such debts are satisfied. Any other debts owed to the Chartering Authority must be satisfied prior to the release of the last annual payment.

9.5 Financial Management. The Charter School shall control and be responsible for financial management and performance of the Charter school including budgeting and expenditures. Before receiving Basic Education Program (BEP) through the Chartering Authority, the Charter School must demonstrate (if not already demonstrated in the application) the existence of appropriate governance and managerial procedures and financial controls including

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

The Chartering Authority reserves the right to require more frequent reports as indicated in the Performance Management policies.

The Charter School shall comply with T.C.A. §§ 49-13-111, 120, and 124 regarding completion and submission of annual financial reports and audits to the Chartering Authority and the state. In addition, the Charter School shall submit quarterly financial reports to the Chartering Authority and any other financial and/or operational reports pursuant to T.C.A. § 49-13-111.

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

10 Amendments

Pursuant to T.C.A. § 49-13-110, petitions to amend this Agreement shall follow the timelines established in T.C.A. §49-13-108 for approval or denial by the

Chartering Authority and appeal to the state board of education. Any petitions for amendment must be submitted to the Chartering Authority on or before April 1 each year. An amendment shall not become effective, and the Charter School may not take action or implement the change requested in the amendment until the amendment is approved by the Chartering Authority.

Not all changes to school operation constitute material changes to the Agreement that require an amendment. However, the following changes are considered material and require an amendment:

- Changes in any Material Term of this Charter Agreement
- Changes in the Charter School's mission;
- Changes in school location (change of site and/or adding or deleting sites);
- Changes in signing authority for the school;
- Changes in enrollment beyond the maximum limit established in this Agreement – increases of more than 5% or 25 students, *whichever is less*; or reductions of more than 50 students or 15%, *whichever is less* and
- Changes in school calendar that reduce the calendar at all in the first year of operation, by more than ten (10) calendar days in subsequent years, in the absence of timely notification of parents or below the requirement to provide at least the same equivalent time of instruction as required in regular public schools in T.C.A. § 49-13-105.

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

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

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

11 Renewal, Revocation, Closure and Dissolution

- 11.1 Renewal.** Pursuant to T.C.A. § 49-13-121, the Charter School may apply for renewal of this Charter Agreement by application submitted no later than October 1 of the year preceding the year in which this agreement expires and in accordance with MNPS renewal policies. The Agreement may be renewed

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

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

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

The Chartering Authority may, but is not required, to follow a progressive system of notification and calls for corrective action on the part of the Charter School.

The Chartering Authority may revoke this Charter Agreement for any reason set forth in T.C.A. § 49-13-122, including a material violation of any of the conditions, standards, or procedures set forth in this Agreement.

If the Chartering Authority determines that any grounds for revocation exist, it may revoke this Charter Agreement according to the procedures set forth in T.C.A. § 49-13-122.

- 11.3 Closure and Dissolution.** In the event that the Charter School is required to cease operation for any reason, including but not limited to non-renewal, revocation, or voluntary surrender of the charter, the Charter School shall cooperate with the Chartering Authority to ensure orderly closure of the charter School including, but not limited to:
- Timely notification of parents and teachers of the closure decision;
 - Securing student records and transporting them to the chartering authority;
 - Assisting in placing students in appropriate schools;
 - Managing all financial records consistent with the Chartering Authority's school closure requirements and policies; and
 - Disposal of school assets in accordance with the Act and this Agreement

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

12. Indemnification and Hold Harmless

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

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

- Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Charter School, its officers, employees, and/or agents, including its sub- or independent contractors, in connection with the performance of this Charter Agreement, and,
- 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.

13. Contract Construction

13.1. Waiver. The failure of either Party to insist on strict performance of any term or condition of this Operating Agreement shall not constitute a waiver of that term or condition, even if the Party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

13.2 Non-assignability. No right or interest in this Agreement shall be assigned by anyone on behalf of the Charter School, and delegation of any contractual duty of the Charter School shall not be made without prior written approval of the Chartering Authority. A violation of this provision shall be grounds for immediate termination of this Operating Agreement and revocation of the Charter.

Should the Charter School propose to enter into a contract with another non-profit entity to manage the School, the Charter School agrees to submit all information requested by the Chartering Authority regarding the management arrangement, including a copy of the proposed contract and a description of the management company, with identification of its principals and their

backgrounds. The Charter School shall not enter into a management contract without written approval from the Chartering Authority.

- 13.3 Agreement.** The Parties intend this Agreement, including all attachments and exhibits, to represent a final and complete expression of their agreement, which shall be considered the Agreement. All prior representations, understandings and discussions are merged herein, and no course of prior dealings between Parties shall supplement or explain any terms used in this document. The Parties recognize that amendments to this Agreement may be executed from time to time hereafter.
- 13.4 Survival of Representations and Warranties.** All representations and warranties hereunder shall be deemed to be material and relied upon by the Parties with or to whom the same were made, notwithstanding any investigation or inspection made by or on behalf of such Party or Parties. The representations and warranties covered in this Agreement will survive the termination or expiration of this Agreement.
- 13.5 Severability.** The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition, and the remainder of the Agreement shall remain in effect unless otherwise terminated by one or both of the Parties.
- 13.6 Authority.** The individual officers, agents and employees of the parties hereto who execute this Agreement do hereby individually represent and warrant that they have full power and authority to execute this Agreement.
- 13.7 Notice.** Any notice required or permitted under this Operating Agreement shall be in writing, sent via electronic or other means, and shall be effective immediately upon personal delivery, subject to verification of service or acknowledgement of receipt, or three (3) days after mailing when sent by certified mail, postage prepaid.

**THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
BY AND THROUGH THE METROPOLITAN
BOARD OF EDUCATION:**

Director of Purchasing MBPE:

RECOMMENDED:

Executive Staff Member, MBPE

Department _____

Executive Director of Federal Programs, MBPE

APPROVED AS TO AVAILABILITY OF FUNDS:

ACCOUNT NUMBER

Chief Financial Officer, MBPE

Chairman of the Board, MBPE

Metropolitan Director of Finance

APPROVED AS TO INSURANCE:

Metropolitan Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

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

Date Filed: _____

CONTRACTOR

BY: _____

Title: _____

Sworn and subscribed to before me, a

Notary Public, this _____

day of _____, 20____,

by _____,

the _____ of

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

Notary Public

My Commission Expires _____

Appendix H-8: ReImagine Prep Charter Agreement

Charter Contract entered into by RePublic Schools, Inc. and the Mississippi Charter School
Authorizer Board

Dated as of July 1, 2015

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**CHARTER SCHOOL CONTRACT
FOR MISSISSIPPI CHARTER SCHOOLS**

THIS AGREEMENT is a Charter School Contract, authorized pursuant to Mississippi Code Annotated, Title 37, Chapter 28, and executed by and between the Mississippi Charter School Authorizer Board (“MCSAB”) and RePublic Schools, Inc. (“Charter Operator”) on this, the 1st day of July, 2015.

RECITALS

WHEREAS, the “Mississippi Charter Schools Act of 2013,” Miss. Code Ann. § 37-28-1 et seq., authorizes the creation of the Mississippi Charter School Authorizer Board to authorize high-quality charter schools, particularly schools designed to expand opportunities for underserved students; and

WHEREAS, the purposes of the “Mississippi Charter Schools Act of 2013” are as follows: (1) to improve student learning by creating high-quality schools with high standards for student performance; (2) to close achievement gaps between high-performing and low-performing groups of public school students; (3) to increase high-quality educational opportunities within the public education system for all, students, especially those with a likelihood of academic failure; (4) to create new professional opportunities for teachers, school administrators, and other school personnel which allow them to have a direct voice in the operation of their schools; (5) to encourage the use of different, high-quality models of teaching, governing, scheduling, and other aspects of schooling which meet a variety of student needs; (6) to allow public schools freedom and flexibility in exchange for exceptional levels of results driven accountability; (7) to provide students, parents, community members, and local entities with expanded opportunities for involvement in the public education system; and (8) to encourage the replication of successful charter schools.

WHEREAS, MCSAB finds that the Charter School’s application is valid, complete, educationally sound, financially well-structured and offers potential for fulfilling the purposes of the Mississippi Charter Schools Act of 2013; and

WHEREAS, MCSAB is authorized, pursuant to Miss. Code Ann. § 37-28-1 et seq., to execute Charter Contracts authorizing the operation of charter schools; and

WHEREAS, MCSAB approved the Application of RePublic Schools, Inc. to operate a charter school, subject to completion of prescribed pre-opening activities and execution of a Charter Contract.

NOW, THEREFORE, the parties hereto, intending to be legally bound by the terms and conditions set forth herein, enter into the following Agreement:

AGREEMENT
SECTION 1: ESTABLISHMENT OF SCHOOL

1.1 Parties

- 1.1.1 This Charter Contract is entered into between RePublic Schools, Inc. (“Charter Operator”) and its Governing Board of Directors and the Mississippi Charter School Authorizer Board (“MCSAB”) for the purpose of establishing and operating ReImagine Prep (the “Charter School”). This contract will be referred to herein as an “Agreement” or a “Charter Contract,” and such terms may be used interchangeably.
- 1.1.2 The person authorized to sign on behalf of MCSAB is the Chair of Mississippi Charter School Authorizer Board.
- 1.1.3 The person authorized to sign this Agreement on behalf of the Charter Operator is Shomik Dutta (“Charter Representative”), who must be the President of the Governing Board of Directors. The President of the Governing Board of Directors affirms as a condition of this Agreement that the Charter Operator’s Board of Directors has authorized him or her to execute agreements, including this Charter Contract, on behalf of the Charter Operator.
- 1.1.4 The Charter Operator affirms, as a condition of this Charter Contract, that the nonprofit corporation is a duly authorized and certifies that all contracts obligating the charter school have been and will be undertaken by the Charter Operator as a nonprofit corporation. Failure to act strictly as a nonprofit corporation shall be grounds for rescission of its charter.

1.2 Location

- 1.2.1 The Charter Operator shall provide educational services, including the delivery of instruction, at the location(s) listed in **Exhibit A**.
- 1.2.2 The Charter Operator may move its location only after obtaining written approval from MCSAB, subject to such terms and conditions as may be specified.

1.3 Facility

- 1.3.1 The Charter Operator shall maintain ownership of, a lease for, or other suitable agreement covering the use of all facilities, and shall ensure that the facilities comply with all state and local health and safety standards and other applicable laws, regulations, and rules.
- 1.3.2 The Charter School will use the facility for the sole purpose of operating a public school as authorized by this Contract. The School may permit use of the facility by persons or groups associated with it for functions and activities consistent with the use of a public school building.
- 1.3.3 The Charter Operator shall provide a copy of the lease, purchase agreement and/or facility agreement upon request by MCSAB.
- 1.3.4 In the event that an adequate Facility Agreement and/or necessary certificates and permissions are not in place at any time, the Charter Operator may not provide instruction at the facility. In such event, MCSAB reserves the right to enforce its revocation rights

set forth herein.

- 1.3.5 If use by the Charter School of a facility is rendered impracticable by any cause whatsoever, or if the funds necessary to construct/renovate or upgrade a facility cannot be secured, MCSAB shall not be obligated to provide an alternative facility for use by the Charter School.
- 1.3.6 The Charter Operator shall be responsible for the construction/renovation and maintenance of any facilities owned or leased by it. The Charter Operator shall comply with all applicable local, state, and federal laws and codes regarding school facility maintenance and upkeep.
- 1.3.7 The Charter Operator shall be responsible for ensuring compliance with all ADA accessibility requirements.

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SECTION 2: OPERATION OF SCHOOL

2.1 Purpose

2.1.1 The Charter Operator shall provide educational services according to the educational standards established by law and this Agreement; measure student progress toward stated goals; and participate in student assessments required by state and federal law, regulation, and MCSAB policy. The Charter Operator shall manage the charter school in a financially prudent manner and provide MCSAB with timely and accurate reporting.

2.2 Public School Status

2.2.1 The Charter School shall be considered a public school and is subject to the same civil rights, health, and safety requirements applicable to noncharter public schools, except as otherwise set forth in the Mississippi Charter Schools Act, Miss. Code Ann. §37-28-1 et seq.

2.2.2 Pursuant to Miss. Code Ann. §37-28-45(6), charter schools are not exempt from the statutes listed in **Exhibit B**.

2.3 Governance

2.3.1 The Charter School shall be organized as a nonprofit organization and governed by a board (“Governing Board of Directors”) in a manner that is consistent with the terms of this Contract so long as such provisions are in accordance with state, federal, and local law.

2.3.2 The Charter Operator and its Governing Board of Directors are responsible for complying with and carrying out the provisions of this Agreement, including compliance with applicable laws and regulations and all reporting requirements. This provision shall not be construed to give rise to personal liability of individual board members in instances where the law would not impose such personal liability.

2.3.3 The Governing Board of Directors of the Charter Operator will adopt Articles of Incorporation and bylaws for the Charter Operator and operate in accordance with such bylaws. Any modification of the bylaws must be submitted to MCSAB within five (5) business days of approval by the Charter Board.

2.3.4 The school’s Governing Board of Directors’ bylaws shall include, but not limited to, the adoption of and adherence to a formal conflict of interest policy that is consistent with applicable law.

2.3.5 Composition of the Governing Board of Directors shall at all times be determined by and be consistent with the Articles of Incorporation and bylaws and all applicable law and policy. The Governing Board of Directors shall notify MCSAB of any changes to the Board Roster within five (5) business days of their taking effect and provide an amended Board Roster.

2.3.6 Meetings of the members and governing board of directors of the Charter Operator and any committee or subcommittee thereof shall be conducted in accordance with the Mississippi Open Meetings Act, §25-41-1 et seq.

2.3.7 The Charter Operator and its Board of Directors shall have final authority and

responsibility for the academic, financial, and organizational performance of the school. This provision shall not be construed to give rise to personal liability of individual board members in instances where the law would not impose such personal liability.

- 2.3.8 The Charter Operator shall be the final authority in matters affecting the Charter School, including, but not limited to, staffing, financial accountability, and curriculum, except as otherwise provided in this contract and as provided by applicable law and by policies promulgated by MCSAB. Nothing herein shall prevent the Charter Operator from delegating decision making authority for policy and operational decisions to officers, employees, and agents of the Charter School.
- 2.3.9 Should the Charter Operator propose to enter into a contract with an “Education Service Provider,” as defined in law to manage and operate the Charter School, the Charter Operator shall submit a copy of the proposed contract to MCSAB for approval and comply with Miss. Code Ann. §37-28-41. The Charter Operator also agrees to submit any other information requested by MCSAB regarding the management arrangement, including but not limited to, a description of the Education Service Provider with identification of its principals and their backgrounds. The Charter Operator shall not enter into a management contract without MCSAB approval. A copy of any management contract entered into by Charter Operator and approved by MCSAB shall be incorporated into this Agreement as **Exhibit C**.
- 2.3.10 Any education service provider, which provides comprehensive management for a charter school, must be a nonprofit education organization.

2.4 Educational Program

- 2.4.1 The Charter School shall fulfill the mission, the vision, and the essential terms of the school listed in **Exhibit D**. The Charter School may not modify the items listed in Exhibit D without written permission from MCSAB.
- 2.4.2 The Charter School shall implement the curriculum described in the charter application, supplemented with such other curricula to the extent that such curricula meet or exceed state and/or MCSAB standards.
- 2.4.3 Subject to the conditions of this Agreement and fulfillment of the criteria listed in Exhibit C, the Charter Operator shall have the authority and responsibility for refining the design and implementation of its educational program, subject to the conditions of this Agreement, in a manner that is consistent with state law.
- 2.4.4 The Charter School shall base its instructional program on Mississippi’s state standards, including the Mississippi College and Career-Ready Standards as required by Miss. Code Ann. §37-28-15.

2.5 Grade Range; Number of Students

- 2.5.1 The Charter Operator shall provide instruction to students in such grades and numbers in each year of operation under the Agreement as described in the Charter School’s Enrollment Projection Table incorporated into this Agreement as **Exhibit E**.
- 2.5.2 The Charter Operator shall not enroll more than 120 percent of the total number of students that it is authorized to enroll pursuant to the Charter School’s Enrollment Projection Table.

- 2.5.3 The Charter Operator may make reasonable modifications within the grade levels approved as set forth in the Charter School's Enrollment Projection Table as to the number of students in any particular grade, and number of students within a class to accommodate staffing exigencies and attrition patterns, but may not without written permission eliminate or add any grades to the Charter School's Enrollment Projection Table.

2.6 Student Recruitment and Enrollment

- 2.6.1 The Charter School Enrollment Policies and Procedures attached as **Exhibit F** must be used as guidance in the creation and modification of the School Recruitment and Enrollment Plan. Enrollment in the school shall be conducted pursuant to the Charter School's Recruitment and Enrollment Plan, which was developed by the Charter Operator and which must be in compliance with the School Enrollment Policies and Procedures and applicable state law. In all cases, student recruitment and enrollment decisions shall be made in a nondiscriminatory manner and without regard to race, creed, color, ethnicity, sex, disability, national origin, religion, gender, income level, minority status, limited English proficiency, ancestry, need for special education services, or academic or athletic ability.
- 2.6.2 The Charter Operator shall enroll the required amount of underserved students in accordance with Miss. Code Ann. § 37-28-23(5). The Charter Operator shall enroll the percentage of underserved students as described in the Charter School's Required Underserved Percentage Table incorporated into this Agreement as **Exhibit G**.
- 2.6.3 If the Charter School does not meet the required standard, the Authorizer must consider the Charter School's recruitment efforts and the underserved student composition of the applicant pool in determining whether the School is operating in a discriminatory manner.
- 2.6.4 A finding by MCSAB that the Charter School is operating in a discriminatory matter in admissions practices shall be grounds for termination of the Charter Contract. The MCSAB may also take remedial steps short of revocation in accordance with its policies.

2.7 Calendar and Attendance

- 2.7.1 The Charter School shall adopt a school calendar that complies with Miss. Code Ann. § 37-13-63(1) which prescribes the minimum number of days which public schools must be kept in session during a scholastic year.
- 2.7.2 Attendance of students at the Charter School shall be in compliance with Mississippi's Compulsory Attendance Law, Miss. Code Ann. § 37-13-91.

2.8 Student Handbook

- 2.8.1 The Charter Operator shall implement a Student Handbook, developed by the Charter Operator, and shall disseminate the Student Handbook to students and parents each school year. The Charter Operator's Student Handbook shall include, but not be limited to the Charter School's Student Code of Conduct, Complaint Policy, and Discipline Management Plan, each of which must be in compliance with applicable federal and state laws and MCSAB policy. The Charter School's Student Handbook shall be submitted to MCSAB in accordance with timelines and procedures established by MCSAB. The

Charter School may be evaluated based on compliance with the provisions of the Charter School's Student Handbook, to the extent that such provisions do not violate federal or state law or MCSAB policy.

2.9 Student Code of Conduct and Discipline Management Plan

2.9.1 The Charter Operator shall maintain and implement written rules and procedures for student discipline, including clear guidelines for suspension and expulsion, and which may be reviewed by MCSAB. Such rules and procedures must be consistent with all applicable state and federal law. Those provisions regarding suspension and expulsion must meet all requirements for due process, provision of alternative instruction, and federal laws and regulations governing the placement of students with disabilities. Any material modifications of the disciplinary code shall be approved by the board of the Charter Operator prior to such modifications becoming effective.

2.10 Complaint Policy

2.10.1 The Charter Operator shall implement and maintain a complaint policy to receive and handle complaints brought against the Charter School and/or the Charter Operator. The Complaint Policy shall be included in the Charter School's Student Handbook. The complaints process implemented by the Charter Operator shall be consistent with applicable law and due process. A copy of the Charter Operator's complaint policy shall be distributed to the parents and/or guardians of students enrolled in the School, and made readily available to all others requesting a copy.

2.11 Student Progression and Graduation

2.11.1 The Charter Operator shall implement and adhere to student performance and progression standards developed in accordance with state laws and MCSAB policy. The Charter School will meet or exceed the same graduation requirements as all other Mississippi noncharter public schools.

2.12 Student Welfare and Safety

2.12.1 The Charter School shall comply with all applicable federal and state laws, concerning student welfare, safety and health, including but not limited to, state laws regarding the reporting of child abuse, accident prevention and disaster response, fire safety, and any state regulations governing the operation of school facilities.

2.13 Transportation

2.13.1 The Charter Operator shall provide transportation consistent with the transportation plan contained in the Charter Application.

2.14 Nonsectarian Status

2.14.1 The Charter School shall be nonsectarian in its programs, admission policies, employment practices, and all other operations.

2.15 Evaluation

2.15.1 The Charter Operator and Charter School's performance shall be evaluated in conformity with the academic, financial, organizational standards set forth in the Mississippi Charter School Performance Framework ("Performance Framework"), and which is hereby

incorporated into, and made a part of, the charter school contract by reference. For purposes of contract renewal, and revocation decisions, and other evaluations of the Charter School's performance, MCSAB will rely primarily on the performance standards set forth in the Performance Framework. The Charter Operator acknowledges that the performance standards set forth in the Performance Framework are subject to change throughout the term of the Agreement, and agrees to be evaluated by standards in the Performance Framework at the time of the evaluation.

- 2.15.2 The specific terms, form, and requirements of the Performance Frameworks, including any required indicators, measures, metrics, and targets required by applicable state and federal accountability requirements, are determined by the Authorizer and will be binding on the Charter Operator.
- 2.15.3 The Charter Operator shall be subject to a review of its performance in relation to the measures, metrics, and standards set out in the Performance Framework at least annually. Annual performance targets must be set by the Charter Operator in conjunction with the Authorizer and must be designed to help each school meet applicable federal, state, and authorizer expectations.
- 2.15.4 The Performance Framework shall also allow the inclusion of additional rigorous, valid and reliable indicators proposed by the Charter School to augment external evaluations of its performance; however, MCSAB must approve the quality and rigor of any indicators proposed by the Charter School.
- 2.15.5 The Charter Operator and School shall be subject to ongoing monitoring activities in accordance with the Performance Framework and MCSAB policies.

2.16 Student Records

- 2.16.1 The Charter Operator shall comply with any and all record-keeping requirements of MCSAB and state law and regulation and shall provide, upon request by MCSAB, any reports or student records, including, but not limited to, immunization records, class schedules, records of academic performance, disciplinary actions, attendance, standardized test results, and documentation required under federal and state law regarding the education of students with disabilities.
- 2.16.2 The Charter Operator shall comply with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C.A §1232g.
- 2.16.3 If this Charter Agreement is terminated, the Charter is revoked or surrendered, or the school otherwise ceases to operate, all student records shall be immediately secured and transferred according to the policy determined by MCSAB. The Charter Operator shall supply in a timely manner all reports, test results, and other information that are required under this Agreement, state law, and MCSAB policy and regulations in accordance with timelines and processes established by MCSAB.
- 2.16.4 The Charter Operator shall provide for the transfer of the education records, including special education records, of any student who was enrolled at the school upon the written request of any authorized person on behalf of an educational facility within or outside of the state of Mississippi, where the student has become enrolled or is seeking enrollment.

2.16.4.1 The transfer of such records, whether by mail or otherwise, shall occur

not later than ten (10) business days from the date of receipt of the written request.

2.16.4.2 If a student has been expelled, the transferred records shall include the dates of the expulsion and the reasons for which the student was expelled.

2.16.5 The Charter Operator shall maintain records of all students transferring into the charter school and withdrawing from the Charter School as required by state law.

2.17 Reporting

2.17.1 The Charter Operator shall supply in a timely manner all reports, data, test results and other information required under this Agreement, state and federal law or MCSAB policy and regulations, or requested by the Mississippi Department of Education (“MDE”), in accordance with timelines and processes established by MCSAB and MDE.

2.17.2 The Charter Operator agrees to submit all reports and other information in the manner prescribed by MCSAB, which may include the use of a document-storage and management system and an oversight and compliance management system.

2.18 Assessment of Student Performance and Procedures for Corrective Action

2.18.1 The Charter Operator shall implement the plan for assessment of student performance, administration of state-wide assessments, and procedures for corrective action as required by state law, MCSAB policy, and the MDE. The Charter School shall participate in all student testing required by state and federal law and MCSAB and MDE policy and regulations.

2.19 Education of Students with Exceptionalities

2.19.1 The Charter Operator will comply with the applicable requirements of federal and state law and MCSAB policy concerning the education of children with exceptionalities, including the requirements of the Individuals with Disabilities Education Act (20 U.S.C. §1401 et seq.), the Americans with Disabilities Act (42 U.S.C. §12101 et seq.), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), and related provisions of the School Enrollment Policies and Procedures (**Exhibit F**).

2.19.2 Pursuant to Miss. Code Ann. § 37-28-39(6), the Charter School serves as the local educational agency (“LEA”) for the purposes of any special education funding or statutory definitions.

2.19.3 With MCSAB prior approval, the Charter School may negotiate and enter into a contract with the local school district for the provision of and payment for special education services in compliance with Miss. Code Ann. § 37-28-55(3).

2.20 Volunteer Requirements

2.20.1 Any requirement that parents commit a number of volunteer hours shall be subject to a waiver process that considers individual family circumstances. The Charter Operator shall not condition the enrollment of any student on the commitment of the student’s parents to provide any number of volunteer hours or on otherwise donating volunteer hours to the Charter School.

2.21 Oversight Authority

2.21.1 MCSAB shall have oversight authority over the Charter School pursuant to Miss. Code Ann. § 37-28-1 et seq. Such oversight authority shall include the right of MCSAB to require the Charter Operator to undertake and complete corrective action in the event that there is a reasonable basis to believe that the Charter Operator may have violated any federal or state laws, MCSAB policy, or any of the terms or conditions of this Charter Agreement. All records established and maintained in accordance with the provisions of this Agreement, MCSAB policies and/or regulations, and federal and state law shall be opened to inspection by MCSAB.

2.22 Site Visits

2.22.1 The Charter Operator shall allow representatives from MCSAB, the MDE, the Mississippi Office of the State Auditor, law enforcement officials, contracted evaluators, or any other federal, state or local regulatory agency to visit the school site at any time to inspect operations and performance and to ensure compliance with all applicable laws and regulations, the terms of this Agreement, and the terms of state and federal grants. During such site visits, the Charter Operator shall allow the visiting officials full and immediate access to its financial and educational records, reports, files, and documents of any kind.

2.23 Production of Documents

2.23.1 Representatives of the Charter Operator or the administrator of the Charter School shall produce all documentation and information requested by MCSAB, the Mississippi Office of the State Auditor, law enforcement officials, contracted evaluators, or any other federal, state, or local regulatory agency within three (3) business days of a request, if not prohibited by FERPA. The production of documents requested pursuant to this provision shall be distinguished from requests for documents made during site visits.

2.24 Attendance Required of Charter Operator and/or its Employees

2.24.1 Members and employees of the Charter Operator shall attend all training sessions required by MCSAB.

2.24.2 The Charter Operator, or a representative of the Charter Operator, shall attend all meetings in which MCSAB requests its presence. These meetings shall include, but are not limited to, meetings with MCSAB staff and/or MDE staff, MCSAB committee meetings, and MCSAB board meetings.

2.25 Health Services and Protections

2.25.1 The Charter Operator shall provide appropriate health services and safety protections consistent with applicable federal and state law and MCSAB policy.

2.26 Non-Discrimination

2.26.1 The Charter Operator agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; and the Americans

with Disabilities Act of 1990.

- 2.26.2 The Charter Operator agrees not to discriminate against any person and will render services under this contract without regard to race, creed, color, sex, disability, national origin, religion, veteran status, and political affiliation.
- 2.26.3 Any act of discrimination committed by the Charter Operator or its agents, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this contract.
- 2.27 Notification Requirements
- 2.27.1 The Charter Operator shall notify MCSAB within two (2) business days of any conditions that may cause the school to vary from the terms of its approved charter or from state law, federal law, or MCSAB requirements.
- 2.27.2 The Charter Operator shall notify MCSAB in a timely manner of any circumstances requiring the temporary or permanent closure of the Charter School in the event of including, but not limited to, a natural disaster, such as a hurricane, tornado, storm, flood or other weather related event, other extraordinary emergency, or destruction of or damage to the school facility.
- 2.27.3 The Charter Operator shall notify MCSAB within two (2) business days of the arrest of any members of the Charter's Board of Directors, employees, contractors, subcontractors, or any person directly or indirectly employed by the Charter Operator for a crime listed in Miss. Code Ann. §45-33-23(g) or any crime related to the misappropriation of funds or theft.
- 2.27.4 The Charter Operator shall notify MCSAB within two (2) business days of its default on any obligation, which shall include debts for which payments are past due by ninety (90) days or more.
- 2.27.5 The Charter Operator shall remain in good standing as a registered nonprofit organization and shall immediately notify MCSAB of any change in its standing.
- 2.27.6 If the Charter Operator has contracted with a management organization and such contract is terminated or not renewed, the Charter Operator shall provide written notification to MCSAB within two (2) business days stating the reasons for the termination of the relationship.
- 2.27.7 Failure of the board to notify MCSAB about loss of the management organization within two (2) business days may result in MCSAB rendering the charter operator or a majority of its board members ineligible to operate a charter school in future years.

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SECTION 3: SCHOOL FINANCIAL MATTERS

3.1 Funding

- 3.1.1 Prior to the beginning of each new fiscal year, the Charter Operator shall report and follow procedures required by MCSAB to determine enrollment projections for the upcoming school year.
- 3.1.2 The Charter School shall be funded pursuant to Miss. Code Ann. §37-28-55.
- 3.1.3 Mississippi Adequate Education Program payments will be transferred to the Charter Operator at the same time and manner as adequate education program payments are made to local school districts under Miss. Code Ann. §37-151-101 and §37-151-103. The Charter School will report student, staff and financial information in the manner prescribed by MCSAB.
- 3.1.4 The Charter School shall function as a local education agency for the purpose of applying for state and federal funds, receipt of funds, compliance with funding requirements, and shall be responsible for submitting its own application for funds.
- 3.1.5 The Charter School is eligible for all federal program funding for which regular public school districts are eligible. The charter school will be notified of this eligibility and the application procedures and timelines by individual program offices within MDE.
- 3.1.6 The Mississippi Charter School Authorizer Board shall receive three percent (3%) of annual per-pupil allocations received by a charter school from state and local funds in order to cover the costs of overseeing charter schools in accordance with the Mississippi Charter Schools Act.
- 3.1.7 The Charter Operator acknowledges that each year funding will be based on the projected student enrollment in the charter contract. The amount of funding will be reconciled at the end of each year of operation and any necessary adjustments must be made to payments during the school's following year of operation.
- 3.1.8 Any funds received by the Charter School from any source remaining in the Charter School's accounts at the end of a budget year must remain in the Charter School's accounts for use by the Charter School during subsequent budget years.
- 3.1.9 Notwithstanding the foregoing, the Charter Operator acknowledges that MCSAB may, at its discretion, direct MDE to withhold funds to charter schools that do not submit requested data to MCSAB, MCSAB staff, the Mississippi Department of Education, and contracted evaluators by designated deadlines, provided that such deadlines shall have been provided to the Charter Operator in writing, via a policy or by any other means, in advance of any such withholding of funds.

3.2 Financial Accounting and Reporting

- 3.2.1 The Charter Operator shall be responsible for the Charter School's operation, including the preparation of a budget. The Charter Operator shall submit a budget directly to MCSAB in a manner and at the times prescribed in the Fiscal Oversight Policy promulgated by MCSAB, attached hereto as **Exhibit H**.

- 3.2.2 The Charter Operator shall comply with all rules, guidelines, and regulations adopted by MCSAB prescribing forms and practices for budgeting, accounting, and financial reporting including, but not limited to, those prescribed in the Fiscal Oversight Policy promulgated by MCSAB, and attached hereto as **Exhibit H**.
- 3.2.3 The Charter Operator agrees to submit any amended budgets or other requested financial documents according to the guidelines developed by MCSAB policy.
- 3.2.4 The Charter Operator shall conduct an annual independent audit and submit it to the Mississippi Charter School Authorizer Board. The audit shall be conducted either by the State Auditor or a certified public accountant approved by the State Auditor. The certified public accountant may not be selected to perform the annual audit of a charter school if that accountant previously has audited the charter school for more than three (3) consecutive years. The Charter Operator shall file a copy of the audit report and accompanying management letter with MCSAB in compliance with Miss. Code Ann. § 37-28-57(2).
- 3.2.5 The Charter Operator shall maintain records in a manner that reflects compliance with this Charter Contract and generally accepted accounting principles.
- 3.2.6 Assets, funds, liabilities, and financial records of the Charter School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization unless approved in writing by MCSAB.

3.3 Tuition and Fees

- 3.3.1 The Charter Operator shall not charge any student tuition, an attendance fee, or a fine of any kind. Any other fee shall be subject to a waiver process that considers individual family circumstances. The Charter Operator shall not condition the enrollment, registration, earning of credit, or receipt of grades of any student on the payment or nonpayment of fees.

3.4 Financial and Operational Records

- 3.4.1 All records of the Charter School are subject to inspection and production as set forth in this Agreement and as required by the Mississippi Public Records Act. If this Agreement is terminated, the Charter is revoked or surrendered, or the school otherwise ceases to operate, the possession of all records of the school shall be immediately transferred to MCSAB.

3.5 Assets

- 3.5.1 Any assets acquired by the Charter Operator are the property of the Charter School for the duration of this Agreement and any renewal of the Agreement. If this Agreement is terminated, the charter is revoked or surrendered or the school otherwise ceases to operate, all assets purchased with governmental funds shall revert to the local school district in which the School is located.
- 3.5.2 If the Charter School fails to open and serve students or closes for any reason, including the revocation of its Charter or a voluntary surrender of the Charter, the Charter Operator shall refund to the local school district in which the School is located all unspent government funds, unspent earnings from those funds, and assets purchased with government funds; shall not pay any debts with such funds, whether incurred before or

after the failure to open and serve students or the closure of the charter school; and shall make no other disposition whatsoever of such funds or equipment except as specifically permitted by MCSAB pursuant to a written agreement separate from this Charter School Contract and its Exhibits. If any such separate written agreement is negotiated between MCSAB and the Charter Operator, MCSAB shall consider the financial impact that Charter Operator's debts may have on other schools operated by the Charter Operator.

- 3.5.3 If the charter school fails to open and serve students or closes for any reason, the Charter Operator shall immediately refund all equipment and cash on hand attributable to federal funding to the appropriate division within the U.S. Department of Education or to any other federal funding source, except as specifically permitted by MCSAB pursuant to a written agreement separate from this Charter School Contract and its Exhibits.
- 3.5.4 The Charter Operator shall maintain records of any assets acquired with funds from nongovernmental sources. If a charter school fails to open and serve students or closes for any reason, unspent funds from nongovernmental sources, unspent earnings from those funds, assets purchased with those funds and debts of the school must revert to the nonprofit organization operating the school and may be disposed of according to applicable laws for nonprofit organizations. If the Charter Operator's accounting records fail to clearly establish whether a particular asset was purchased with government funds or nongovernmental funds, ownership of the asset will revert to the local school district in which the charter school is located.
- 3.5.5 The Charter Operator shall maintain a complete and current inventory of all school property that complies with state and federal laws and MCSAB policy.
- 3.5.6 The Charter Operator shall be responsible for adequately safeguarding all assets purchased with any public funds and shall produce evidence of such upon request by MCSAB.

3.6 Insurance

- 3.6.1 The Charter Operator shall provide a description of the insurance coverage the school will obtain according to application requirements including but not limited to workers' compensation, liability, property, indemnity, directors and officers, and automobile insurance.
- 3.6.2 The Charter Operator shall obtain property insurance for buildings being used by the Charter Operator to fulfill the purposes of this contract and any contents purchased by the Charter Operator with state or federal funds. The property insurance obtained by the Charter Operator shall provide MCSAB with the ability to file a claim for any loss of property purchased with state or federal funds.
- 3.6.3 As evidence of compliance with the insurance required by this Charter Contract, the Charter Operator shall annually provide MCSAB with current certificates of insurance signed by an authorized representative of the insurer(s). The certificates shall evidence that policies providing the required coverage, conditions and limits are in full force and effect.

SECTION 4: PERSONNEL

4.1 Employment Matters

- 4.1.1 The Charter Operator shall employ and contract with necessary personnel. It shall implement a personnel policy that addresses such issues as hiring of personnel, terms of employment, and compensation consistent with that contained in the Charter Application. The parties agree that teachers and other staff employed by the Charter Operator are not employees of MCSAB.
- 4.1.2 The Charter Operator shall provide any training required by state or federal law that applies directly to the Charter School.
- 4.1.3 The Charter Operator must provide employees the same general rights and privileges as other public school employees, except such employees are not: (1) covered under the Education Employment Procedure Law (Miss. Code Ann. § 37-9-103); (2) subject to the state salary requirements prescribed Miss. Code Ann. § 37-19-7; and (3) members of the Public Employees' Retirement System.

4.2 Instructional Providers and Administrators

- 4.2.1 The Charter Operator shall employ or otherwise utilize in instructional positions only those individuals who are credentialed in accordance with applicable federal laws, rules, and regulations. The Charter Operator shall employ staff in accordance with any licensure and credential requirements listed in Miss. Code Ann. § 37-28-47.
- 4.2.2 The Charter Operator shall evaluate all administrators and instructional providers as required by applicable state law.

4.3 Paraprofessionals

- 4.3.1 Paraprofessionals employed by the Charter School shall meet all qualification requirements imposed by applicable federal and state law, rules, and regulations.

4.4 Criminal History Review

- 4.4.1 The Charter Operator shall conduct a criminal history review through the Mississippi Department of Public Safety for each individual the Charter Operator intends to hire. The qualification of any employee shall be determined in accordance with Miss. Code Ann. § 37-28-49.
- 4.4.2 The charter school shall not hire a person who has been convicted of, plead guilty to, or has pleaded nolo contendere to a crime listed in Miss. Code Ann. §45-33-23(g) as a teacher, substitute teacher, bus driver, substitute bus driver, janitor, school security personnel, cafeteria personnel, volunteer, or a school employee who might reasonably be expected to be placed in a position of supervisory or disciplinary authority over school children unless approved in writing by MCSAB depending on mitigating circumstances presented by the prospective employee.
- 4.4.3 No person employed or otherwise associated with the Charter School, including any contact person listed on the charter school application or any member of the management board, who has been convicted of or has pleaded nolo contendere to a crime related to misappropriation of funds or theft, shall be engaged in direct processing of charter school

funds.

- 4.4.4 The Charter Operator shall adhere to all policies/procedures adopted by MCSAB concerning criminal history review for public school employees, as well as other persons associated with the charter school who are engaged in direct processing of charter school funds.

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SECTION 5: CONTRACT TERM, RENEWAL & REVOCATION

5.1 Five-Year Term.

5.1.1 This Charter School Contract shall be effective upon complete execution for a period of five years and will terminate on June 30, 2020, unless terminated earlier as provided herein or revoked under applicable law and regulation.

5.2 Renewal

5.2.1 Prior to the expiration of the current Charter Contract, the Charter Contract may be renewed at the discretion of MCSAB pursuant to applicable provisions of Miss. Code Ann. §37-28-33 and MCSAB policy.

5.2.2 The charter school's performance in relation to the indicators, measures, metrics, and targets set forth in the Mississippi Charter School Performance Framework shall provide the basis upon which MCSAB will decide whether to renew the School's Charter Contract at the end of the Charter term.

5.3 Revocation

5.3.1 The Charter Contract may be terminated or revoked for failure to meet the goals, objectives, content standards, pupil performance standards, applicable federal requirements, bankruptcy or insolvency of the Charter School, or other terms identified in the Charter Contract.

5.3.2 As provided by law, MCSAB must terminate, or revoke this Agreement at any time upon a determination that the Charter Operator, its board members, officers, or employees did any of the following:

5.3.2.1 Committed a material and substantial violation of any of the terms, conditions, standards, or procedures required in this Agreement;

5.3.2.2 Failed to meet or make sufficient progress toward the performance expectations set forth in the charter contract;

5.3.2.3 Failed to meet generally accepted standards of fiscal management; or

5.3.2.4 Substantially violated any provision of law or policy applicable to a charter school, its officers, or employees.

5.3.3 This Agreement shall be revoked in compliance with the procedures outlined for revocation proceedings in Miss. Code Ann. §37-28-33 and MCSAB policy.

5.3.4 This Charter Contract may be terminated immediately and the Charter revoked if MCSAB determines that the health, safety, or welfare of the students is threatened. MCSAB must provide written notice of termination, which shall include its findings and basis for termination. The termination and revocation shall be effective upon receipt of the Notice of Termination by the Charter Operator.

5.3.5 The MCSAB may impose other appropriate remedies for breach of the Charter Contract including, but not limited to, revocation of any waiver(s) and withholding of funds.

5.4 Termination by the School

- 5.4.1 In consultation with MCSAB, at the close of any school year and upon written notice to MCSAB at least thirty (30) days before the end of the school year, the Charter Operator may terminate the Charter Contract before the end of the contract term.

5.5 Closure

- 5.5.1 In the event that the Charter School should cease operations for any reason, including termination of this Agreement, surrender, revocation, or non-renewal of the Charter, or dissolution of the non-profit corporation, the Board of Directors of the Charter School shall have direct responsibility for carrying out the dissolution of the school and disposition of assets in accordance with the School Closure Protocol developed by MCSAB in accordance with Miss. Code Ann. §37-28-35. The MCSAB shall have authority to supervise, oversee, or direct the dissolution of the charter school and the disposition of assets of the charter school.
- 5.5.2 If the Charter School permanently closes and ceases its operations, the Charter School shall comply with Miss. Code Ann. §37-28-35 and proceed according to MCSAB School Closure Protocol.
- 5.5.3 Upon the Charter Operator's receipt of written notice of termination, and throughout the period of Charter School operation between the notice of termination and school closure, if any, the Charter Operator shall (i) comply with the School Closure Protocol and applicable provisions of law and perform all obligations necessary thereto, (ii) designate a representative of the Charter Operator who shall retain responsibility for the security of and access to all Charter School records, including student records, (iii) provide the means and capability to access Charter School records, including student records, as designated in writing, and (iv) fully cooperate with MCSAB and the Mississippi Department of Education, who shall have unrestricted and equal access to Charter School records, including student records during the period prior to the closure of the Charter School. Upon termination and closure, the Charter Operator shall secure all Charter School records, including student records, in the possession of the Charter School and shall grant to MCSAB access to records requested by MCSAB. The MCSAB may take possession of such records, and upon taking possession of such records shall thereafter fulfill any and all statutory and contractual duties concerning the Charter School records, including the student records which are within MCSAB's possession; provided that in performing the Charter Operator's legal or contractual duties, the Charter Operator shall comply with applicable law, and the School Closure Protocol. The Charter Operator shall take all reasonable steps necessary to collect and assemble in an orderly manner the educational records of each student who is or has been enrolled in the school so that those records may be transmitted to MCSAB.

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SECTION 6. OPERATION OF THE CONTRACT

6.1 Entire Agreement

- 6.1.1 The Charter Operator and MCSAB intend this Agreement, including all of the Exhibits, to represent a final and complete expression of their contract, which shall be considered the school's Charter; except that the parties recognize that amendments to this Agreement may be approved from time to time hereafter. All prior representations, understandings, and discussions are merged herein, and no course of prior dealings between the parties shall supplement or explain any terms used in this document.

6.2 Notice

- 6.2.1 All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

In the case of the Charter Operator:

The address(es) specified in **Exhibit A**.

In the case of the Mississippi Charter School Authorizer Board:

Executive Director
Mississippi Charter School Authorizer Board
3825 Ridgewood Road
Jackson, MS 39211

6.3 Indemnification and Disclaimer of Liability

- 6.3.1 To the fullest extent allowed by law, the Charter Operator shall indemnify, defend, save and hold harmless, protect, and exonerate the MCSAB, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by the Charter Operator and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, the Charter Operator may be allowed to control the defense of any such claim, suit, etc. In the event the Charter Operator defends said claim, suit, etc., the Charter Operator shall use legal counsel acceptable to the State. The Charter Operator shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. The Charter Operator shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

6.3.2 The Charter Operator acknowledges that it is without authority to extend the faith and credit of MCSAB to any third party. The Charter Operator shall clearly communicate to vendors and other entities and individuals outside MCSAB that the obligations of the Charter Operator under agreement or contract are solely the responsibility of the Charter Operator and are not the responsibility of MCSAB.

6.4 Independent Contractor Status

6.4.1 The Charter Operator shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, the Charter Operator, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or the Charter Operator hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and the Charter Operator. The Charter Operator's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither the Charter Operator nor its employees shall, under any circumstances, be considered servants, agents, or employees of the MCSAB, and the MCSAB shall be at no time legally responsible for any negligence or other wrongdoing by the Charter Operator, its servants, agents, or employees. The MCSAB shall not withhold from the contract payments to the Charter Operator any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Charter Operator. Further, the MCSAB shall not provide to the Charter Operator any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

6.4.2 Additionally, the parties acknowledge that neither MCSAB nor the State of Mississippi is liable for the debts or financial obligations of the Charter Operator or the Charter School.

6.4.3 The parties acknowledge that MCSAB and its members individually are immune from civil liability for any damages arising with respect to all activities related to the operation of any type of charter school they may authorize as a chartering authority, including the Charter School.

6.5 Waiver

6.5.1 No delay or omission by either party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this Agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one party to this Agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

6.5.2 The parties agree that either party's failure to insist on strict performance of any term or condition of this Agreement shall not constitute a waiver of that term or condition, even if

the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

6.6 Failure to Enforce

6.6.1 Failure by the MCSAB at any time to enforce the provisions of the Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Agreement or any part thereof or the right of the MCSAB to enforce any provision at any time in accordance with its terms.

6.7 Non-Assignment

6.7.1 Neither party to this Agreement shall assign or attempt to assign any rights, benefits, or obligations, accruing to the party under this Agreement, except to the extent authorized by Miss. Code Ann. §37-28-41(c) regarding the power to contract with a third party education service provider.

6.8 Applicable Law

6.8.1 This Agreement shall be governed by and construed according to the Constitution and laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. The Charter Operator shall comply with applicable federal, state, and local laws and regulations. To the extent that any provision of the Mississippi Charter Schools Act is inconsistent with any other state or local law, rule or regulation, the provisions of the Mississippi Charter Schools Act govern and are controlling.

6.8.2 The Charter Operator shall comply with all federal and state laws and regulations applicable to Mississippi charter schools, and all requirements imposed by MCSAB policy and regulation. The Charter Operator shall conform, in all respects, with the educational standards contained in this Agreement and in MCSAB policy.

6.8.3 The parties intend that they be bound by, and that this Agreement be subject to, any and all future amendments or additions to the statutes, regulations, policies and procedures applicable to charter schools. The Charter Operator and MCSAB hereby agree to comply with any such change as if it were specifically set forth herein. Any such change shall supersede any provision within this Agreement that conflicts with it.

6.9 Severability

6.9.1 If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the Agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

6.10 No Third Party Beneficiary

6.10.1 The enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to MCSAB and the Charter Operator. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to

this Agreement that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

6.11 Third Party Action Notification

6.11.1 Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Charter Operator by any entity that may result in litigation related in any way to this agreement.

6.12 Counterparts; Signature by Facsimile

6.12.1 This Agreement may be signed in counterparts, which shall together constitute the original Contract. Signatures received by facsimile by either of the parties shall have the same effect as original signatures.

6.13 Material Amendment

6.13.1 Any material amendment to this Agreement will be effective only with approval of MCSAB and the Charter School's Governing Board of Directors. A Material Amendment shall not become effective and the Charter Operator shall not take action or implement the changes requested in the amendment until the amendment is approved by MCSAB.

6.13.2 The Charter Operator will submit any proposed Material Amendment in accordance with guidance promulgated by MCSAB.

6.13.3 Changes to the Agreement that constitute Material Amendments shall be identified in MCSAB contract amendment policy.

6.14 Non-Material Amendment

6.14.1 A Non-Material Amendment of this Agreement may be made effective by the Charter Operator through written Notification to MCSAB.

6.14.2 The Charter Operator will notify MCSAB of any proposed Non-Material Amendment in accordance with guidance to be promulgated by MCSAB.

6.14.3 A Non-Material Amendment by the Charter Operator will be effective five (5) business days following receipt of Notification, unless MCSAB notifies the Charter Operator that it objects to the proposed Amendment.

6.14.4 A Non-material amendment by MCSAB due to a change in MCSAB policy or regulations any amendments thereto will be effective immediately unless a different effective date is stated therein.

6.14.5 Non-Material Amendments to the Agreement shall be identified in MCSAB contract amendment policy.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

MISSISSIPPI CHARTER SCHOOL AUTHORIZER BOARD:


By _____
CHAIR

5-18-15
DATE

CHARTER OPERATOR:


By _____
CHAIR/PRESIDENT

DATE

TABLE OF EXHIBITS

Exhibit A:	Location
Exhibit B:	Charter School Non-Exemption List
Exhibit C:	Education Service Provider Contract (if Applicable)
Exhibit D:	Educational Program Requirements
Exhibit E:	Enrollment Projection Table
Exhibit F:	Charter School Enrollment Policies and Procedures
Exhibit G:	Required Underserved Percentage
Exhibit H:	Fiscal Oversight Policy

CHARTER SCHOOL CONTRACT: EXHIBIT A
Location

Name of Charter School: Reimagine Prep

The Charter Operator shall provide educational services, including the delivery of instruction, at the location(s) specified below:

Reimagine Prep
309 W. McDowell Road
Jackson MS 39212

CHARTER SCHOOL CONTRACT: EXHIBIT B
Non-Exemption List

Pursuant to Miss. Code Ann. § 37-28-45(6), Charter schools are *not* exempt from the following statutes:

1. Chapter 41, Title 25, Mississippi Code of 1972, which relate to open meetings of public bodies.
2. Chapter 61, Title 25, Mississippi Code of 1972, which relate to public access to public records.
3. Section 37-3-51, which requires notice by the district attorney of licensed school employees who are convicted of certain sex offenses.
4. Section 37-3-53, which requires publication of the Mississippi Report Card by the State Board of Education.
5. Section 37-11-18, which requires the automatic expulsion of a student possessing a weapon or controlled substance on educational property.
6. Section 37-11-18.1, which requires expulsion of certain habitually disruptive students.
7. Section 37-11-19, which requires suspension or expulsion of a student who damages school property.
8. Section 37-11-20, which prohibits acts of intimidation intended to keep a student from attending school.
9. Section 37-11-21, which prohibits parental abuse of school staff.
10. Section 37-11-23, which prohibits the willful disruption of school and school meetings.
11. Sections 37-11-29 and 37-11-31, which relate to reporting requirements regarding unlawful or violent acts on school property.
12. Section 37-11-67, which prohibits bullying or harassing behavior in public schools.
13. Section 37-13-3, which prohibits doctrinal, sectarian or denominational teaching in public schools.
14. Sections 37-13-5 and 37-13-6, which require the flags of the United States and the State of Mississippi to be displayed near the school building.
15. Section 37-13-63(1), which prescribes the minimum number of days which public schools must be kept in session during a scholastic year.
16. Section 37-13-91, which is the Mississippi Compulsory School Attendance Law.

17. Section 37-13-171(2) and (4), which requires any course containing sex-related education to include instruction in abstinence-only or abstinence-plus education.
18. Section 37-13-173, which requires notice to parents before instruction on human sexuality is provided in public classrooms.
19. Section 37-13-193, which relates to civil rights and human rights education in the public schools.
20. Sections 37-15-1 and 37-15-3, which relate to the maintenance and transfer of permanent student records in public schools.
21. Section 37-15-6, which requires the State Department of Education to maintain a record of expulsions from the public schools.
22. Section 37-15-9, which establishes minimum age requirements for kindergarten and first grade enrollment in public schools.
23. Section 37-15-11, which requires a parent, legal guardian or custodian to accompany a child seeking enrollment in a public school.
24. Sections 37-16-1, 37-16-3, 37-16-4 and 37-16-9, which relate to the statewide assessment testing program.
25. Section 37-18-1, which establishes the Superior-Performing Schools Program and Exemplary Schools Program to recognize public schools that improve.

CHARTER SCHOOL CONTRACT: EXHIBIT D
Educational Program Requirements

Material Term	School Information
School Name	Reimagine Prep
Mission	The mission of Reimagine Preparatory Charter School is to educate students in grades five through eight and build the academic and character foundation necessary for success in the most demanding colleges and a life of active citizenship.
Vision	To enable all of our students to graduate from a competitive four-year college, Reimagine Prep maintains a dual focus on solid academic preparation combined with a mastery of personal discipline and character. We offer an academically rigorous program with dramatically more instructional time, allowing in the initial grades for three hours of guided reading and writing, two hours of math, and one hour of science/coding daily.
Essential Term #1	Culture: Staff will consistently implement Reimagine Prep's Code of Conduct via a system of positive and negative consequences.
Essential Term #2	College Preparatory Academics: Reimagine Prep students will have an extended school day with rigorous college prep academics.
Essential Term #3	Coding: All students at Reimagine Prep will be equipped with 21 st century skills by taking computer coding as a core academic subject.

CHARTER SCHOOL CONTRACT: EXHIBIT E
Grade Level Enrollment Projection Table

Name of Charter School: Reimagine Prep

Name of Charter Operator: RePublic Schools, Inc.

Grade Level	Year 1 July 2015 – June 2016	Year 2 July 2016 – June 2017	Year 3 July 2017 – June 2018	Year 4 July 2018 – June 2019	Year 5 July 2019 – June 2020
5	110	110	110	110	110
6		110	110	110	110
7			110	110	110
8				110	110
TOTAL	110	220	330	440	440



Signature of Charter Operator's
Authorized Representative

Date

CHARTER SCHOOL CONTRACT: EXHIBIT F CHARTER SCHOOL ENROLLMENT POLICIES AND PROCEDURES

The Mississippi Charter School Authorizer Board (MCSAB) is committed to ensuring that the student enrollment process in the charter schools it authorizes is **fair, transparent** and **accessible** to all students and families interested in attending a charter school.

The following describes the student enrollment process, both in terms of policies and procedures, for MCSAB-authorized charter schools.

ENROLLMENT POLICY

The Governing Board of Directors of each charter school must adopt a written student enrollment policy. The policy should include:

- Five-year enrollment plan (including expansion plan for additional grades and number of students served);
- A non-discrimination assurance;
- Eligibility and application requirements (including ages/grades at which the school enrolls, or does not enroll, new students);
- Marketing/outreach/recruitment timeline and activities;
- Due dates for application materials;
- Lottery date and process;
- Instructions for accepting admission if chosen in the lottery; and
- Waitlist procedures.

MCSAB and/or MCSAB staff will approve the school's enrollment policy and may also approve any application materials (i.e. written application, recruitment flyer) to ensure consistency with Mississippi charter school law.

Non-Discrimination Requirement

Charter schools authorized by MCSAB are public schools and are open to all students eligible for enrollment in a public school. Charter schools may not discriminate on the basis of race, creed, color, ethnicity, sex, disability, national origin, religion, gender, income level, minority status, limited English proficiency, ancestry, need for special education services, or academic or athletic ability.

Enrollment of Students with Disabilities

It is expected that charter schools will enroll students with disabilities in compliance with all applicable laws. The MCSAB will monitor all schools for compliance with the law to ensure equal access for all students. The percentage of students eligible for special education services who are admitted to the charter school will be reviewed annually based on the percentage of students identified as receiving special education services in schools in the district in which the charter school is located.

Required Enrollment of Underserved Students for Charter Schools

The percentage of underserved students enrolled in the charter school, as defined in Miss. Code Ann. §37-28-35 must reflect that of students of all ages attending the school district in which the charter school is located. In order to be in compliance with this provision, a charter school's underserved population must reflect 80% or greater of the local school district's underserved population. Each charter school's underserved student requirement is reflected in Exhibit G of the charter contract.

Underserved students are defined as students participating in the federal free lunch program who qualify for at-risk funding under the Mississippi Adequate Education Program and students who are identified as having special education needs.

ENROLLMENT PERIOD

To initiate the enrollment period, the charter school should:

- Determine the spaces available in each grade based on the school's capacity;
- Set a deadline for accepting student applications.
- Publicize the application deadline in multiple venues with reasonable notice of at least one month before the deadline;
- Set a date for the lottery (if needed) with reasonable public notice given at least one week prior to the lottery; and
- Set a final date for students to accept enrollment and the actual date of enrollment.

Recommended Practice in Recruiting Students

To meet the requirement of "reasonable notice," a charter school might:

- Send notification to local non-profits advertising the school and its enrollment process;
- Post notices in various locations across the district;
- Hold well-publicized informational meetings for students and families to learn about the school and its enrollment process; and
- Run advertisements in the city's major commercial and community newspapers.

APPLICATION REQUIREMENTS

As stated above, charter schools may not discriminate in their enrollment practices. At the same time, charter schools have an interest in making sure that prospective students and families understand the mission and focus of the school and that they are interested in being part of that school community. To that end, charter schools may have application requirements, provided those requirements are not designed, intended, or used to discriminate unlawfully. Meetings with parents/guardians, for example, must be designed to inform them about the school rather than to discourage certain types of students from attending the school.

Acceptable Application Requirements

- Charter schools may require a written enrollment form that includes basic and general information about the prospective student (i.e. name, address, birth date, last grade completed, prior school attended).
- Charter schools may require proof of residency in the local school district where the charter school is located (such requirement may not be made of homeless students).
- Charter schools may require students to successfully complete the grade preceding the grade the student plans to enter.
- Charter schools may encourage (not require) parents/guardians to attend informational sessions.

Unacceptable Application Requirements

- Charter schools **may not** require a written application that is intended to assess the student's aptitude (i.e. essay responses, prior test scores, special education and English language learner identification).
- Charter schools **may not** make statements in meetings that are intended to or have the effect of discouraging parents/guardians of students with disabilities, or students with limited English proficiency, or any other protected group of students from submitting an application to the school.

Eligibility

In order to be eligible to enroll, a student must reside in the geographical boundaries of the school district in which the charter school is located.

Enrollment Preferences

Charter schools must give an enrollment preference to students enrolled in the charter school during the preceding school year and to siblings of students already enrolled in the charter school. An enrollment preference for returning students excludes those students from entering into a lottery.

A charter school may give an enrollment preference to children of the charter school's applicant team, governing board members and full-time employees, so long as those children constitute no more than ten (10) % of the charter school's total student population.

Any noncharter public school or part of a noncharter public school converting to a charter school shall adopt and maintain a policy giving an enrollment preference to students who reside within the former attendance area of that public school. If the charter school has excess capacity after enrolling students residing within the former attendance area of the school, students outside of the former attendance area of the school but within the geographical boundaries of the school district in which the charter school is located are eligible for enrollment.

CONDUCTING THE LOTTERY

New Start-Up Charter Schools

Charter schools must enroll all students who wish to attend the school unless the number of students exceeds the capacity of a program, class, grade level or building. If capacity is insufficient to enroll all students who wish to attend the school based on initial application to the school, the charter school must select students through a lottery.

At the conclusion of the application period, if the applications for students do not exceed the slots available, students applying during the application period shall be admitted. If the total number of eligible applicants exceeds the capacity of a program, class, grade level, or building, admission to the program, class, grade level, or school shall be based on an admissions lottery conducted from among the total number of eligible applicants.

Conversion Charter Schools

For a conversion charter school, at the conclusion of the application period, if the applications for students residing in the previous school's attendance area do not exceed the slots available, such students shall be given preference over all other applicants, e.g. they must be automatically admitted. If the charter school receives more applications from students residing in the previous school's attendance area than spaces available, the school must conduct a lottery to fill slots.

Start-Up Charter Schools and Conversion Schools

Following the admission of students entitled to a preference, if there are spaces available and the charter school's applications exceed the spaces available, the school must conduct a lottery to fill slots.

In the second year of operation and thereafter, all charter schools must modify their enrollment procedures in order to give preference to students previously enrolled in the school and their siblings.

Charter school lotteries are required by law to be equitable, randomized, transparent, and impartial so that students are accepted in a charter school without regard to disability, income level, race, religion, or national origin. Every time that an admissions lottery takes place, the process must be fair and all rules applied consistently.

Even after all spaces in the school are filled through a lottery, schools must continue to draw the names of all students who apply and place the names of students not selected for an available space on a waiting list in the order the names were drawn. Charter schools must keep and make public the waiting list and explicitly specify rules for their waiting lists clearly and in writing as part of their enrollment policies.

If the first enrollment process fails to fill all the available slots, and all names on the waiting list have been given an opportunity to enroll, a charter school may repeat the process of accepting applications for enrollment. This process should be well documented by specified dates and clear to all prospective families and students. As spaces become available during the school year, a school may repeat the application process to fill these openings, provided that all students on a current waiting list have first been selected.

Recommended Practice in Conducting Lottery During the First Year of Operation:

- Separate applications by grade level.
- For each grade level, draw names until all slots have been filled.
- If there are more names for a given grade than slots available, continue to pull names and add such names to the school's waitlist in order as pulled.

It is important to note that in subsequent years (Year 2 and thereafter), all charter schools must:

- Provide all previously enrolled students (e.g. students that attended the school during its first year of operation) the right to continue to attend the school, provided that the school serves the grade level in which the student should be enrolled.
- Give lottery preference to siblings of students already enrolled in the charter school.

ENROLLING STUDENTS

Once the lottery is complete, the school should send notification to each student that submitted an application the status of their application. Students that were chosen in the lottery should be given explicit instructions on how they accept admission to the school and pertinent information regarding the start of the school year.

Acceptance Requirements

Just like the application requirement, the admission acceptance requirement may not in any way discriminate against students and families.

Recommended Acceptance Requirements

The charter school should require a parent or guardian to accept admission to the charter school by notifying the school (providing multiple ways and ample time to do so) of his or her intent to attend.

The charter school must notify MCSAB of the school's anticipated student enrollment by established deadlines.

A school is only required to hold a slot for a child whose parent has not accepted admission for two weeks. Thus, if an admitted student does not attend school for two consecutive weeks, that slot may be released to given to a student on the waitlist.

In such cases, a charter school is required to:

- Notify the parent/guardian after five days of missing school to discuss their intent to send their child to the school.
- State that in order for the slot to be held, the student must attend school within the next five days.
- If the student does not attend within those five days, the school may release that particular slot and fill it with a child from the waitlist (if no waitlist exists, the school may receive applications for that slot.)

CHARTER SCHOOL CONTRACT: EXHIBIT G
Required Underserved Percentage

Local School District Information	
Local District Where Charter School Is Located	Jackson Public School District
Percent of Students Eligible for Free Lunch in Local District	87.4%
Percent of Students with Special Needs	10.1%

Charter School Requirements	
80% Requirement of Students Eligible for Free Lunch	69.9%
80% Requirement of Students Eligible For Special Needs	8.1%

CHARTER SCHOOL CONTRACT: EXHIBIT H

Charter School Fiscal Oversight Policy

I. GENERAL FISCAL PROCEDURES

- a.** At all times, the Charter Operator shall maintain appropriate governance and managerial procedures and financial controls which procedures and controls shall include but not be limited to:
- (i) Generally accepted accounting practices and the capacity to implement them;
 - (ii) A checking account;
 - (iii) Adequate payroll procedures;
 - (iv) An organizational chart;
 - (v) Procedures for the creation and review of monthly and quarterly financial reports, which shall specifically identify the individual who will be responsible for preparing such financial reports in the following fiscal year;
 - (vi) Internal control procedures for cash receipts, cash disbursements and purchases; and
 - (vii) Maintenance of asset registers and financial procedures for grants in accordance with applicable state and federal law.
- b.** The Charter Operator shall allow MCSAB full access to its financial and educational records, reports, files and documents of any kind.
- c.** The Charter Operator agrees to timely supply all reports, test results and other information, which are required under the Mississippi Charter School Performance Framework, its Charter Contract, Mississippi state law, and federal regulations.
- d.** All transactions or requests submitted by the Charter Operator to MCSAB and MDE must be signed by the duly authorized representative of the charter operator.

II. FINANCIAL REPORTING

Each charter school shall submit quarterly reports to MCSAB listing year-to-date revenues and expenditures through that quarter and budgeted revenues and expenditures for the fiscal year using forms provided by MCSAB and on dates specified by MCSAB.

Due Date	Financial Report
July 31 st	<p>Annual Financial Packet</p> <p>Includes actual data for the prior fiscal year ending June 30 along with budgeted data for the current fiscal year starting July 1st</p> <p>Includes additional requirements identified in Mississippi Charter School Performance Framework</p>
October 31 st	<p>First Quarter Financial Packet</p> <p>Includes budgeted data for the fiscal year along with the YTD actual data</p>

	through September 30 th Includes additional requirements identified in Mississippi Charter School Performance Framework
January 31 st	Second Quarter Financial Packet Includes budgeted data for the fiscal year along with the YTD actual data through December 31 st Includes additional requirements identified in Mississippi Charter School Performance Framework
April 30 th	Third Quarter Financial Packet Includes budgeted data for the fiscal year along with the YTD actual data through March 31 Includes additional requirements identified in Mississippi Charter School Performance Framework

Quarterly reports will include a statement from the Charter Operator's lead executive and board president certifying the accuracy of the reports and the adherence to the Operator's Internal Control procedures.

III. INTERNAL CONTROLS

- a. Charter operator shall submit its Internal Control policy to MCSAB for review and approval prior to beginning operations. MCSAB shall verify that the Internal Control policy for each Charter Operator contains the necessary procedures to ensure funds are safeguarded.
- b. All charter schools will be subject to selective, intermittent reviews of school financial records and internal control procedures.
- c. Quarterly and annual financial reports will include certification that the Charter Operator's Internal Control procedures are being followed.

Appendix H-9: Organizational Dashboard

RePublic Schools maintains an online dashboard that monitors metrics across its schools. The dashboard is password protected and accessible to network wide and school based leadership teams. The dashboard syncs daily with RePublic's SIS analysis software, SchoolRunner, ensuring that data is presented in an accurate and timely manner. All data is available for each individual school in RePublic's network.

The dashboard contains data in three main categories: academics, staff, and scholars.

- Academics
 - The academic portion of the dashboard reports on the following metrics:
 - Weekly quiz data
 - Monthly quiz data
 - SRI Lexile levels
 - SRI Lexile growth
- Staff
 - The staff portion of the dashboard reports on the following metrics:
 - Staff survey data
 - Hiring goals and progress to the goals
- Culture
 - The culture portion of the dashboard reports on the following metrics:
 - Percentage of students on ISS
 - Percentage of students on OSS
 - Monthly breakdown of number of new students, number of students who un-enroll, and number of students who remain at the school
 - Attendance

Appendix H-10: School Audit Protocols

Ongoing Audit Protocol

End of Year Goals

Academics

1. Academic Data

Assessment	Measure	5	6	7	8
Lexile	Average Growth	2.0	2.0	1.5	1.0
	Ending Grade Level Average	5.0	7.0	8.5	9.5
Interim Assessments	Passing End of Year	75%	80%	85%	90%
	Passing End of Summer School	90%	95%	97%	98%
TCAP*	Match or Outperform	Tier 1 Charters	Williamson County Schools	Academic Magnet Schools	Academic Magnet Schools

2. Instruction

- Monthly audit scores for instructional strands average 3 or better.

3. Special Education

- 100% on district compliance audits for
 - i. Paperwork
 - ii. Service delivery
- Academic/Promotion Progress
 - i. SRI Growth of 2.0 or greater on average
 - ii. 75% of students who begin the year in remedial courses, end the year graduating up
 - iii. Less than 20% of scholars with IEPs recommended for retention

Adult Culture

1. Staff Retention, Culture, and Development
 - In year = 97%
 - EOY = 86%
 - 90% of staff agree or strongly agree that the adult culture is positive and contributes to their success and retention
 - 90% of staff agree or strongly agree with all Instructional Support strands, indicating that comprehensive professional development supports their retention and student outcomes

Student Culture

1. Attendance
 - Average = 98%+
 - Perfect = 96%+
2. Enrollment
 - Meets or exceeds ADM Goals
 - i. LCA: 409
 - ii. NP: 405
 - iii. NACS: 96
3. Attrition
 - 10% or less for full campuses
 - 15% or less for new campus
4. New Enrollment
 - Meet or exceed benchmarks for new enrollment (beginning in November)
5. Family Engagement:
 - 100% of families are contacted by teachers each month

- 98% attendance at quarterly report card pick ups (88% day of)
- 70% of families participate in family night and/or sports or enrichment
- 90% of families agree or strongly agree that they are satisfied with school culture and believe their students are safe and supported at school.
- 90% of families agree or strongly agree that their family has a personal relationship with at least one member of their school's staff.

6. Behavior and Culture

- Monthly audit scores for culture and engagement average 4 or better
- 90% of students agree or strongly agree that they feel safe at school
- 90% of students agree or strongly agree that they have a positive, personal relationship with at least one staff member
- 90% of students agree or strongly agree that they like school

Operations

1. Financial Management

- Meet 100% of EOY Budget Goals
- No material findings in annual audit

2. School based operations

- 90% of staff rank the efficacy of core operations systems as a 4 or better
- Monthly audit scores for compliance and maintenance average 4 or better

Ongoing Audit Process

Academics

1. Academic Data

- Data Calendar Upkeep
 - i. Each course = 1 assessment per week
 - ii. Each course = Assessment results uploaded within 48 hours
- Actual progress to goals:
 - i. Last interims
 - ii. Last SRI

2. Instruction

- 5, 20 minute classroom observations using teacher rubric
 - i. Randomized to account for all grade levels and contents

3. Special Education

- File Compliance:
 - i. Randomized audit of 5 scholars
 - 1. New IEP
 - 2. Old IEP
 - 3. Signature page
 - 4. All corresponding documents
 - a. Pre and post notification
 - b. Signature and/or consent pages
 - c. FBA/BIP, if applicable
- Service Compliance
 - i. Compare Master Tracker to SST schedules
- Academic/Promotion Progress
 - i. SRI Growth of .5 per quarter or greater on average
 - ii. Progress towards 75% of students who begin the year in remedial courses, end the year graduating up
 - iii. Progress towards less than 20% of scholars with IEPs recommended for promotion

1. Current Staff Retention
2. Survey Responses
 - In January and June – use full survey results
 - In other months
 - i. Random collection (grade level, new/old, instructional/leadership/ops)
 - ii. 1 – 5: adult culture is positive and contributes to success in my role
 - iii. 1 – 5: professional development contributes to success in my role

Student Culture

1. Enrollment/Attendance
 - Attendance = Historical Monthly Numbers
 - In Year Enrollment = Historical ADM (preferably actual MNPS compliance numbers)
 - Attrition = Current retention numbers from MET
 - New Student Enrollment
2. Family Engagement
 - Communication Numbers
 - Pull RCPU Numbers for each quarter
 - External engagement data (don't know where this is tracked)
 - i. Need to figure out how to track this AND what to track
 1. Family nights
 2. PTO
 3. Monday Nights
 4. Board meetings
 5. Sports/Enrichment
3. Survey data in January and June
4. Building Culture
 - 5, 20 minute classroom observations using teacher rubric
 - i. Randomized to account for all grade levels and content areas

Operations

1. Financial Management
 - Rocky: report on food and CC Compliance
 - Glenn: report on overall budget goals/compliance

2. Building Operations
 - 2 walk throughs using operations rubric

Operations Audit Scoring Guidelines

	5	3	1
Frequency	90-100% of the time Consistently, Always Frequently	70 – 80% of the time Generally Sometimes	Less than 70% of the time Inconsistently Rarely
Quantity	All or Almost All	Most	None/Some
Quality	Exceptional	Proficient	Basic
Necessity for Teacher Redirection	Infrequent	Sometimes	Frequently

Building Operations: Are we providing a safe, clean, and organized space that truly enhances instruction?		
Bathrooms	Space is clearly lit, clean, free of any graffiti and trash; students are moving silently and with urgency	
<i>Spaces Audited:</i>		
<i>Things to Look For</i>	<i>Evidence</i>	<i>Ranking</i>
<ul style="list-style-type: none"> <input type="checkbox"/> No paper towels on floor in room or hallway <input type="checkbox"/> Sink, toilet, urinal basic cleanliness <input type="checkbox"/> All dispensers functional and full <input type="checkbox"/> Intensive graffiti search <input type="checkbox"/> Smell <input type="checkbox"/> Mat cleanliness <input type="checkbox"/> Student behavior: silent, quick, appropriate 	<input type="checkbox"/>	
Classrooms	Clear functionality of all aspects of the room that maximizes instructional time; clear staff and student ownership; organized AND clean.	
<i>Spaces Audited:</i>		
<i>Things to Look For</i>	<i>Evidence</i>	<i>Ranking</i>
<ul style="list-style-type: none"> <input type="checkbox"/> Supply organization: tables, bookcases, and closets <input type="checkbox"/> Desks: bin cleanliness, nametags <input type="checkbox"/> Crates and hooks free of trash, clutter, additional items <input type="checkbox"/> Additional materials, desks, labels from exited students <input type="checkbox"/> Bookshelves, recess materials, student supplies tidy and in parking spaces <input type="checkbox"/> Whiteboards with current materials and clean <input type="checkbox"/> Bulletin boards with nicely printed materials, all affixed properly <input type="checkbox"/> Culture items updated, professionally printed 	<input type="checkbox"/>	
Cafetorium	Space is utilized in a way that supports multiple layers of programming effectively; clear group ownership	
<i>Spaces Audited:</i>		
<i>Things to Look For</i>	<i>Evidence</i>	<i>Ranking</i>
<ul style="list-style-type: none"> <input type="checkbox"/> Appropriate closed storage for all materials is in place <input type="checkbox"/> Meal items are cleaned up; all trash is in receptacles <input type="checkbox"/> All PE supplies are housed in a closet, locked storage, or other appropriate cabinet <input type="checkbox"/> Parking spaces for all other random items (tables, chair 	<input type="checkbox"/>	

racks, etc		
Food Room	100% compliance on all food regulation expectations for space: postings, cleanliness, and temperature	
<i>Spaces Audited:</i>		
<i>Things to Look For</i>	<i>Evidence</i>	<i>Ranking</i>
<input type="checkbox"/> Properly displaced permit and evaluations <input type="checkbox"/> Smart storage of utensils, condiments, and additional items <input type="checkbox"/> Closed and elevated storage of perishables <input type="checkbox"/> Clean and sanitary freezer—regular maintenance <input type="checkbox"/> Clean and sanitary carts and serving tables <input type="checkbox"/> Temperature logs	<input type="checkbox"/>	
Hallways	Clutter free, with 100% compliance around safety regulations; decorum encourages positive student culture and achievement	
<i>Spaces Audited:</i>		
<i>Things to Look For</i>	<i>Evidence</i>	<i>Ranking</i>
<input type="checkbox"/> Clear of clutter, trash, additional materials <input type="checkbox"/> Bins outside classrooms checked for additional materials and cleanliness <input type="checkbox"/> Bulletin boards stapled and border replaced as needed <input type="checkbox"/> Adult stations neat and tidy <input type="checkbox"/> 100% silence and compliance of students	<input type="checkbox"/>	
Closets	Enable easy access to 100% of necessary items for instruction, culture, and general school life	
<i>Spaces Audited:</i>		
<i>Things to Look For</i>	<i>Evidence</i>	<i>Ranking</i>
<input type="checkbox"/> Built in structures or storage (labeled parking spots, shelving units); are the right items in the right place? <input type="checkbox"/> Culling through materials to make sure nothing is being stored/saved unnecessarily <input type="checkbox"/> Placing supply orders based on levels of crucial supplies	<input type="checkbox"/>	
Staff Room	Space is comfortable, inviting, and encourages collaboration and efficiency	
<i>Spaces Audited:</i>		
<i>Things to Look For</i>	<i>Evidence</i>	<i>Ranking</i>

<ul style="list-style-type: none"> <input type="checkbox"/> All staff personal items are in or on desks <input type="checkbox"/> Additional supply storage is labeled, correct, and tidy <input type="checkbox"/> Excess materials stored in the staff rooms are in closed closets, containers, or stacked appropriately on shelves <input type="checkbox"/> Food storage and supplies are laid out in a clean fashion 	<input type="checkbox"/>	
Copy Room	Organized, labeled correctly, and encourages staff usage of protocols and systems	
<i>Spaces Audited:</i>		
<i>Things to Look For</i>	<i>Evidence</i>	<i>Ranking</i>
<ul style="list-style-type: none"> <input type="checkbox"/> Boxes of paper unloaded/stacked and out of cases <input type="checkbox"/> Bulletin boards with paper and borders; clean whiteboards <input type="checkbox"/> Supplies stored on shelving with parking spaces <input type="checkbox"/> Throw away copies on top of the <input type="checkbox"/> Clear signage on machines and around machines with explicit instructions for usage <input type="checkbox"/> Items that belong somewhere else are moved immediately <input type="checkbox"/> Check copying supplies 	<input type="checkbox"/>	
Front Office	Space that is welcoming to community members and families, tidy, and fully organized	
<i>Spaces Audited:</i>		
<i>Things to Look For</i>	<i>Evidence</i>	<i>Ranking</i>
<ul style="list-style-type: none"> <input type="checkbox"/> No boxes or deliveries sitting out <input type="checkbox"/> Bulletin boards updated with current information and handouts <input type="checkbox"/> Clear materials storage in wall files (labeled, tidy) <input type="checkbox"/> Student culture—students being held to 100% behavior expectations <input type="checkbox"/> Workspaces are organized and clean 	<input type="checkbox"/>	
Dean's Office	Space that is welcoming to community members and families, tidy, and fully organized	
<i>Spaces Audited:</i>		
<i>Things to Look For</i>	<i>Evidence</i>	<i>Ranking</i>

<ul style="list-style-type: none"> <input type="checkbox"/> No boxes or items sitting out <input type="checkbox"/> Clear storage plan for culture items <input type="checkbox"/> All culture supplies updated <input type="checkbox"/> Student culture—students being held to 100% behavior expectations <input type="checkbox"/> Workspaces are organized and clean 	<input type="checkbox"/>	
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Transportation: Are we providing a safe and on-time trip to and from school, with appropriate customer service and student/family ownership?		
Student Compliance	All or almost all scholars follow behavioral expectations and/or directions; they respond to supports and, interventions or consequences positively and quickly and by changing their behavior. Staff almost always recognizes scholars who are in need of redirection.	
<i>Items Audited:</i>		
<i>Things to Look For</i>	<i>Evidence</i>	<i>Ranking</i>
<ul style="list-style-type: none"> <input type="checkbox"/> % of scholars silent during transitions, boarding, and rides <input type="checkbox"/> Clear directions and expectations by teachers unloading and boarding buses <input type="checkbox"/> % of scholars compliant in following these directions <input type="checkbox"/> Scholar behavior, as reported or seen on video tape 		
Driver Compliance	Driver is able to articulate clear rationale for expectations and procedures and connect to larger goal; execution is smooth, and their is a clear positive culture on the bus that leads to increased student compliance and investment.	
<i>Items Audited:</i>		
<i>Things to Look For</i>	<i>Evidence</i>	<i>Ranking</i>
<ul style="list-style-type: none"> <input type="checkbox"/> Evidence of +/- bus culture—radio playing, driver attitude towards students and reporting <input type="checkbox"/> Bus clipboards and other posted materials <input type="checkbox"/> Driver actions, as reported or seen on video tape 		
Routines	Scholars execute transitions, routines and procedures in an orderly and efficient manner with minimal direction or narration from the staff. The staff almost always recognizes the need to provide redirection.	
<i>Items Audited:</i>		
<i>Things to Look For</i>	<i>Evidence</i>	<i>Ranking</i>
	PR/Award # U282M150025	

<ul style="list-style-type: none"> <input type="checkbox"/> Calendared audit time from both culture and operations team members <input type="checkbox"/> Arrival and dismissal procedures---do teachers and students know what to do? Are they executing with ease? Active monitoring? <input type="checkbox"/> Tools and documents (incident tracker, weekly read out, updated rosters, seating charts) 	<input type="checkbox"/>	
Overall Performance	100% →timeliness, reporting, communication, and follow up	
<i>Spaces Audited:</i>		
<i>Things to Look For</i>	<i>Evidence</i>	<i>Ranking</i>
<ul style="list-style-type: none"> <input type="checkbox"/> Number of weekly driver reports <input type="checkbox"/> Comparison of driver reports to student reported incidents <input type="checkbox"/> Timeliness of routes, both arrival and dismissal <input type="checkbox"/> Community feedback and reports <input type="checkbox"/> Attrition based on transportation 	<input type="checkbox"/>	

Medication: Are we fully compliant with all mandatory regulations and setting students up for the most success in the classroom?		
Documentation	All required paperwork is up to date, filed correctly, and kept in the appropriate place to ensure correct dispensing and communication.	
<i>Things to Look For</i>	<i>Evidence</i>	<i>Ranking</i>
<ul style="list-style-type: none"> <input type="checkbox"/> Signed training documents for at least 2 staff members <input type="checkbox"/> Guidelines for administration in binder <input type="checkbox"/> MAR for each eligible student in binder <input type="checkbox"/> Parent communication logs for each student in binder <input type="checkbox"/> Error logs for each student in binder 	<input type="checkbox"/>	
Supplies	All necessary supplies are in-house and regulated heavily	
<i>Things to Look For</i>	<i>Evidence</i>	<i>Ranking</i>
<ul style="list-style-type: none"> <input type="checkbox"/> Medication in current labeled bottles, in cabinet <input type="checkbox"/> Storage cabinet locked, fully, with admin access only <input type="checkbox"/> Necessary supplies: gloves, cups, pads, Epi Pen, ice packs 	<input type="checkbox"/>	

Administration	100% of the time medication is administered correctly to students in need; the process is never disruptive to instruction	
<i>Things to Look For</i>	<i>Evidence</i>	<i>Ranking</i>
<input type="checkbox"/> Students have laminated passes <input type="checkbox"/> Administrators have calendared time <input type="checkbox"/> Correct “in the moment” administration	<input type="checkbox"/>	

Uniforms: Are we truly living our culture of “sweating the small stuff” with students?		
5th	<input type="checkbox"/> 100% of students in classrooms are 100% compliant with uniform expectations <input type="checkbox"/> Less than 1% of student body is in the DOS for uniform <input type="checkbox"/> Fixable infractions are noticed immediately and communicated to students—appropriate consequences are given and students comply in the moment	
<i>Things to Look For</i>	<i>Evidence</i>	<i>Ranking</i>
<input type="checkbox"/> Standard attire: PE or traditional uniform components <input type="checkbox"/> Belt: all black <input type="checkbox"/> Accessories <input type="checkbox"/> Shoes and socks <input type="checkbox"/> Outerwear	<input type="checkbox"/>	
6th	<input type="checkbox"/> 100% of students in classrooms are 100% compliant with uniform expectations <input type="checkbox"/> Less than 1% of student body is in the DOS for uniform <input type="checkbox"/> Fixable infractions are noticed immediately and communicated to students—appropriate consequences are given and students comply in the moment	
<i>Things to Look For</i>	<i>Evidence</i>	<i>Ranking</i>
<input type="checkbox"/> Standard attire: PE or traditional uniform components <input type="checkbox"/> Belt: all black <input type="checkbox"/> Accessories <input type="checkbox"/> Shoes and socks <input type="checkbox"/> Outerwear	<input type="checkbox"/>	
7th	<input type="checkbox"/> 100% of students in classrooms are 100% compliant with uniform expectations <input type="checkbox"/> Less than 1% of student body is in the DOS for uniform <input type="checkbox"/> Fixable infractions are noticed immediately and communicated to students—appropriate consequences are given and students comply in the moment	
<i>Things to Look For</i>	<i>Evidence</i>	<i>Ranking</i>

<input type="checkbox"/> Standard attire: PE or traditional uniform components <input type="checkbox"/> Belt: all black <input type="checkbox"/> Accessories <input type="checkbox"/> Shoes <input type="checkbox"/> Outerwear	<input type="checkbox"/>	
8th	<input type="checkbox"/> 100% of students in classrooms are 100% compliant with uniform expectations <input type="checkbox"/> Less than 1% of student body is in the DOS for uniform <input type="checkbox"/> Fixable infractions are noticed immediately and communicated to students—appropriate consequences are given and students comply in the moment	
<i>Things to Look For</i>	<i>Evidence</i>	<i>Ranking</i>
<input type="checkbox"/> Standard attire: PE or traditional uniform components <input type="checkbox"/> Belt: all black <input type="checkbox"/> Accessories <input type="checkbox"/> Shoes <input type="checkbox"/> Outerwear	<input type="checkbox"/>	

Student Files: Are we fully compliant with all mandatory regulations and tracking all necessary information?		
School Specific Paperwork		
<i>Items Audited:</i>		
<i>Things to Look For</i>	<i>Evidence</i>	<i>Ranking</i>
<input type="checkbox"/> % of media releases on file <input type="checkbox"/> % of students with enrollment paperwork <input type="checkbox"/> % of handbook signatures on file <input type="checkbox"/> Sports paperwork on file is aligned to participation <input type="checkbox"/> Forms on file are 100% completed correctly		
Cumulative Files		
<i>Items Audited:</i>		
<i>Things to Look For</i>	<i>Evidence</i>	<i>Ranking</i>
<input type="checkbox"/> Are the files double locked with a sign out sheet available? <input type="checkbox"/> % of files in house <ul style="list-style-type: none"> <input type="checkbox"/> % of files with HLS <input type="checkbox"/> % with birth certificate on file <input type="checkbox"/> 7th grade updated immunization in all 7th and 	PR/Award # U282M150025 Page e242	

<ul style="list-style-type: none"> 8th files? <ul style="list-style-type: none"> ○ Certification form from sending school, filled out by NP? <input type="checkbox"/> Complete record of all files sent and received? <input type="checkbox"/> Report cards from previous years (at NP)? <input type="checkbox"/> Up to date TCAP records? 		
SPED Files		
<i>Items Audited:</i>		
<i>Things to Look For</i>	<i>Evidence</i>	<i>Ranking</i>
<ul style="list-style-type: none"> <input type="checkbox"/> Double locked with sign out sheet (being used) <input type="checkbox"/> Do all files have green folder with the most current IEP? <input type="checkbox"/> All student who have been evaluated have yellow folder? 	<input type="checkbox"/>	

Student Information Systems: Is all information accurate and uploaded?		
District Powerschool		
<i>Items Audited:</i>		
<i>Things to Look For August</i>	<i>Evidence</i>	<i>Ranking</i>
<ul style="list-style-type: none"> <input type="checkbox"/> All student enrolled with correct start date <input type="checkbox"/> Schedules entered and complete <input type="checkbox"/> All students scheduled into correct grade <input type="checkbox"/> All students scheduled into advisory <input type="checkbox"/> All ELL students identified and scheduled into classes <input type="checkbox"/> Correct staff entered 		
District Powerschol		
<i>Items Audited:</i>		
<i>Things to Look For Post August</i>	<i>Evidence</i>	<i>Ranking</i>

<ul style="list-style-type: none"> <input type="checkbox"/> Attendance is up to date within 2 weeks <input type="checkbox"/> Suspensions are up to date within 2 weeks <input type="checkbox"/> Student FRL status is correct <input type="checkbox"/> New enrollees have appropriate schedules and start date <input type="checkbox"/> Transfer students are out of system on correct date <input type="checkbox"/> Grades are entered within one month post RCPU <input type="checkbox"/> Any district specialist flagged error has been corrected <input type="checkbox"/> Team is having weekly meetings with district data specialist 		
SAS		
<i>Items Audited:</i>		
<i>Things to Look For Pre Lottery</i>	<i>Evidence</i>	<i>Ranking</i>
<ul style="list-style-type: none"> <input type="checkbox"/> % of students entered with correct 'Lottery' status <input type="checkbox"/> All 190 numbers looked up <input type="checkbox"/> Simple Listings Report accurately reflects entered applications 	<input type="checkbox"/>	
SAS		
<i>Items Audited:</i>		
<i>Things to Look For Post Lottery</i>	<i>Evidence</i>	<i>Ranking</i>
<ul style="list-style-type: none"> <input type="checkbox"/> % of students entered with correct 'Accepted, Sent Reply Yes' in system <input type="checkbox"/> % of students who denies lottery space changed to 'Declined, Sent Reply No' <input type="checkbox"/> Simple Listings Report accurately reflects number of enrolled students coming school year 	<input type="checkbox"/>	
Kickboard		
<i>Items Audited:</i>		
<i>Things to Look For August</i>	<i>Evidence</i>	<i>Ranking</i>
<ul style="list-style-type: none"> <input type="checkbox"/> All students entered and in correct advisory <input type="checkbox"/> All teammates have log in and correct password <input type="checkbox"/> Students are grouped correctly by grade and advisory <input type="checkbox"/> All demerit/merit codes are present <input type="checkbox"/> Frequently used codes are present as buttons on side of entry page 	<input type="checkbox"/> PR/Award # U282M150025	

Kickboard		
<i>Items Audited:</i>		
<i>Things to Look For Post August</i>	<i>Evidence</i>	<i>Ranking</i>
<input type="checkbox"/> Frequently used code buttons are up to date <input type="checkbox"/> Demerit/Merits and Attendance are being entered correctly and daily <input type="checkbox"/> Students who have transferred are removed from system <input type="checkbox"/> Newly enrolled students are added and in correct advisories	<input type="checkbox"/>	
RePublic PS		
<i>Items Audited:</i>		
<i>Things to Look For August</i>	<i>Evidence</i>	<i>Ranking</i>
<input type="checkbox"/> All students uploaded <input type="checkbox"/> Demographics page is complete and up to date: address, sending school, home phone, ethnicity, bdate, parent phone numbers <input type="checkbox"/> Emergency contacts are entered <input type="checkbox"/> Permission to pick up is entered <input type="checkbox"/> Allergies or additional medical notes are on medical tab <input type="checkbox"/> Schedules are entered <input type="checkbox"/> Student pictures are uploaded <input type="checkbox"/> 190 numbers is entered under student number on demographics page <input type="checkbox"/> Student advisory is entered <input type="checkbox"/> Student FRL and transportation information is entered	<input type="checkbox"/>	
RePublic PS		
<i>Items Audited:</i>		
<i>Things to Look For Post August</i>	<i>Evidence</i>	<i>Ranking</i>
<input type="checkbox"/> Demographic information is complete for all students <input type="checkbox"/> All pictures uploaded	<input type="checkbox"/> PR/Award # U282M150025	

<input type="checkbox"/> Attendance is up to date within two weeks		
<input type="checkbox"/> Each student has some contact information logged		

Finance: AR (GT)

- SNP data—rosters and trackers support claims
- Basic category performance (?)

Enrollment: AR

- Progress towards next year goals
- Total enrollment
- Attrition

Budget Narrative File(s)

* **Mandatory Budget Narrative Filename:**

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

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Budget Narrative

Budget summary

Total Requested Budget	Grant year 1	Grant year 2	Grant year 3	Grant year 4	Grant year 5	Total
1. Personnel						
2. Fringe Benefits						
3. Travel	\$ 59,450	\$ 84,300	\$ 64,300	\$ 61,000	\$ 58,600	\$ 327,650
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ 326,700	\$ 480,600	\$ 347,200	\$ 480,000	\$ 417,700	\$ 2,052,200
6. Contractual	\$ 377,450	\$ 357,633	\$ 320,233	\$ 294,533	\$ 308,900	\$ 1,658,750
7. Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Total Direct Costs (1-8)						
10. Indirect Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Training Stipends	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Total Budget (9-11)						

Introduction

This Budget Narrative describes the proposed CSP budget to plan, launch, and expand 12 new and existing RePublic schools in Tennessee, Mississippi, and Louisiana over the five-year period from 2015-16 to 2019-20. Over time, each school will become sustainable on public funding. The summary budget is organized by federal grant category, and shows expenses associated with supporting the successful planning, opening, and growth of each new or existing school.

Seventy two percent of the costs in the budget are direct costs at the school level. For instance, leadership and operations staff at each school will spend a significant amount of time to plan and develop policies, services, and operating systems to support school growth. All new staff will participate in intensive professional development to become proficient in the RePublic model and learn from other high-performing schools around the country. And CSP funding will support the purchase of classroom technology, staff and student laptops, and instructional supplies. These supplies are critical for RePublic to implement its computer programming curriculum in a high-quality manner at every school.

The other costs include an eight percent allocation to effective evaluation of the project. These funds will largely support the expense of an outside evaluator. The final 20 percent of costs in the proposed budget are for expenses at the central office level. The central office supports the entire RePublic network, ensuring that each school has the resources, systems, and talent needed to best serve students. The costs captured in this budget reflect only supports to new or expanding schools.

The budget detail below describes each expense and the percentage of each expense that will be covered with CSP funding. Actual funding by year will vary slightly for each school, depending on the year it launches as well as its local context.

Budget detail

1. Personnel

	Grant year 1	Grant year 2	Grant year 3	Grant year 4	Grant year 5	Total
Central office leadership						
Central office academic and finance support						
Regional leadership support						
School leadership and support						
Personnel total						

Central office leadership and support staff will spend a portion of their time guiding and overseeing RePublic’s growth from 3 to 14 schools during the grant period. Leadership will draft and revise the organization’s strategic plan, support staff recruitment and family engagement efforts, draft new charters, and develop external partnerships with community partners.

Operations and support staff at the central office will provide other support to schools related to academic instruction and finance. Senior leadership salaries range from [redacted] to [redacted] while academic and finance staff salaries average [redacted]. CMO leadership and support staff

will dedicate 30 percent of their time to supporting the proposed CSP project during the first three years of the grant, which will be the highest period of growth for the network. After developing a strong foundation, CMO leadership and support staff will spend approximately 20 percent of their time during the remainder of the grant period on growth-focused activities. Senior leadership supported by the CSP grant will include the Chief Executive Officer, Chief Information Officer, and Chief Financial Officer. Finance and academic staff include the Accounting Manager, two Finance Associates, the Director of Curriculum, Data, and Assessment, and the Director of College Completion.

Three Regional Directors will provide direct support to schools in Tennessee, Mississippi, and Louisiana, ensuring that each school is customized to the local context while also aligning with system-wide guidelines set by the central office. These regional leaders will spend the majority of their time supporting operations-related functions (e.g., procuring facilities) as new schools launch and expand. CSP funding will support Regional Directors in Tennessee and Mississippi at 30 percent during the first three years of CSP before decreasing to 20 percent. Starting in the third year of the grant, CSP funding will also support the Regional Director in Louisiana, who will be launching the first New Orleans-based RePublic school in 2018. Regional Director salaries average [REDACTED]

A significant amount of school staff time will be required to plan for and launch a new RePublic school. In the year before a school officially opens, school leadership and support staff must undergo training, set schoolwide policies, and recruit staff and students. CSP funding will support 100 percent of the salary for the Principal who begins the year prior to school launch. After a school opens, grant funding will support up to 50 percent of leadership salaries and up to 75 percent of support staff's time through the third year of a school's existence. A principal's

salary starts at [REDACTED], and support staff salaries range from [REDACTED] to [REDACTED] depending on position and region.

2. Fringe Benefits

	Grant year 1	Grant year 2	Grant year 3	Grant year 4	Grant year 5	Total
Fringe Benefits total	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Fringe benefits for RePublic staff include health insurance, dental, flexible spending, Social Security and Medicare coverage, and retirement benefits. Fringe benefits are calculated as [REDACTED] of total personnel costs included in the CSP budget.

3. Travel

	Grant year 1	Grant year 2	Grant year 3	Grant year 4	Grant year 5	Total
Travel total	\$59,450	\$84,300	\$64,300	\$61,000	\$58,600	\$327,650

Instructional staff at RePublic will travel during the school year or summer to participate in intensive professional development. Potential opportunities include conferences, skill-specific trainings, and school visits. In addition, leadership and support staff at the RePublic central office will travel to each new and expanding school to provide schools with academic support, operational support, leadership coaching, or other types of support. Central office staff will also need to travel to schools to carry out school site visits and observations. Included in these costs are also the estimated annual cost of \$2,000 for an trip for the project director to attend a two-day CSP meeting.

For staff at the central office, expenses included in this budget will cover \$133,000 of travel-related costs throughout the grant period.

4. Supplies

	Grant year 1	Grant year 2	Grant year 3	Grant year 4	Grant year 5	Total
Student laptops	\$72,600	\$121,000	\$96,800	\$121,000	\$121,000	\$532,400
Staff laptops	\$44,500	\$71,900	\$50,700	\$63,600	\$57,800	\$288,500
Other technology	\$35,800	\$58,700	\$31,200	\$41,600	\$41,000	\$208,300
Furniture and fixtures	\$60,000	\$100,000	\$60,000	\$120,000	\$70,000	\$410,000
Instructional supplies	\$70,350	\$80,900	\$64,500	\$98,200	\$96,050	\$410,000
Office supplies and materials	\$6,700	\$7,900	\$6,000	\$5,750	\$6,850	\$33,200
Student recruitment materials	\$25,250	\$28,200	\$25,700	\$23,350	\$18,500	\$121,000
CMO staff recruitment	\$11,500	\$12,000	\$12,300	\$6,500	\$6,500	\$48,800
Supplies total	\$326,700	\$480,600	\$347,200	\$480,000	\$417,700	\$2,052,200

Having high-functioning laptops for students is critically important for RePublic schools to implement their innovative computer science curriculum. All schools will have a 1:1 student to Chromebook ratio. RePublic will also purchase laptops for teachers, school leadership and support staff, and central office staff. The cost of a student Chromebook is \$230, and the cost of the Chromebooks for the first two cohorts of students in each school will be covered by the grant. The cost of a staff laptop is approximately \$1,100. Other technology includes costs such as wireless routers, projectors, clock and phone systems, copiers, etc.

RePublic schools will also need to purchase furniture and fixtures to properly equip classrooms, gymnasiums, cafeterias, and staff offices. Expenses will include, but are not limited to, desks, chairs, rugs, bookcases, filing cabinets, and printers.

New and expanding RePublic schools will need to purchase instructional supplies to properly implement their academic curriculum. Instructional supplies include textbooks, software programs, and student supplies (e.g., pencils). In addition, each RePublic school has small libraries within each classroom to enable and encourage students to read more during RePublic book club and out-of-school time. Office supplies and materials for each RePublic

school will include printing and mailing supplies. For the first and second year of each school’s existence, CSP will cover between \$35,000 and \$50,000 for instructional and office supplies.

Funding needs for school will vary by launch year and region.

RePublic will also need to develop recruitment materials to recruit new students.

Recruitment materials will include mailings (including postage), t-shirts, advertisements, and website investments. Investing resources for recruitment in Mississippi, in particular, will be important given that the state only recently passed its charter school law—RePublic will need sufficient recruitment materials to build public awareness of its school model. New schools will spend \$5,000 on student recruitment supplies in the year leading up to launch; that need will decrease to approximately \$2,500 during the first year and \$2,500 again during the second year.

The central office will spend \$48,800 on investments in staff recruitment materials in total during the five-year grant period.

5. Contractual

	Grant year 1	Grant year 2	Grant year 3	Grant year 4	Grant year 5	Total
Professional development	\$127,250	\$131,500	\$136,900	\$101,200	\$35,900	\$532,750
Teacher recruitment and training programs	\$50,200	\$92,800	\$50,000	\$60,000	\$73,000	\$326,000
Evaluation services	\$200,000	\$133,333	\$133,333	\$133,333	\$200,000	\$800,000
Contractual total	\$377,450	\$357,633	\$320,233	\$294,533	\$308,900	\$1,658,750

RePublic believes in leveraging best-in-class professional development programs to support all its teachers and school leaders in consistently improving their practice. Examples of partners who provide such programs include the Relay Graduate School of Education and Building Excellent Schools. In addition, RePublic contracts with external providers to offer trainings for staff at its central office. A continued focus on high-quality, targeted professional

development will allow all RePublic staff to best meet student and school needs as the network scales up.

CSP funding will cover all professional development costs incurred in the year prior to school launch, approximately \$40,000 in total. CSP funding for professional development costs during the first three years of a school's existence will vary by school, based on launch year and region. At the central office, professional development costs included in the CSP budget total \$40,000 for the five-year grant period.

RePublic is committed to a rigorous evaluation for the project, and has budgeted funds accordingly. \$800,000 or approximately [REDACTED] of the project budget is allocated for the estimated cost of a contract with outside evaluator, Bellwether Education Partners. This estimated percentage is in line with best practices for evaluation and will allow for a robust five-year collection and analysis of qualitative and quantitative data.

**U.S. DEPARTMENT OF EDUCATION
SUPPLEMENTAL INFORMATION
FOR THE SF-424**

1. Project Director:

Prefix:	First Name:	Middle Name:	Last Name:	Suffix:
	Ravi		Gupta	

Address:

Street1:	3307 Brick Church Pike
Street2:	
City:	Nashville
County:	
State:	TN: Tennessee
Zip Code:	37207-2301
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) #: 1 2 3 4 5 6

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.

Exempt Research Narrative.pdf	Add Attachment	Delete Attachment	View Attachment
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**U.S. DEPARTMENT OF EDUCATION
BUDGET INFORMATION
NON-CONSTRUCTION PROGRAMS**

OMB Number: 1894-0008
Expiration Date: 04/30/2014

Name of Institution/Organization

RePublic Schools and RePublic Schools Nashville

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	59,450.00	84,300.00	64,300.00	61,000.00	58,600.00	327,650.00
4. Equipment	0.00	0.00	0.00	0.00	0.00	0.00
5. Supplies	326,700.00	480,600.00	347,200.00	480,000.00	417,700.00	2,052,200.00
6. Contractual						
7. Construction	0.00	0.00	0.00	0.00	0.00	0.00
8. Other	0.00	0.00	0.00	0.00	0.00	0.00
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 RePublic Schools and RePublic Schools Nashville	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	0.00	0.00	0.00	0.00	0.00	0.00
2. Fringe Benefits	0.00	0.00	0.00	0.00	0.00	0.00
3. Travel	0.00	0.00	0.00	0.00	0.00	0.00
4. Equipment	0.00	0.00	0.00	0.00	0.00	0.00
5. Supplies	0.00	0.00	0.00	0.00	0.00	0.00
6. Contractual	0.00	0.00	0.00	0.00	0.00	0.00
7. Construction	0.00	0.00	0.00	0.00	0.00	0.00
8. Other	0.00	0.00	0.00	0.00	0.00	0.00
9. Total Direct Costs (lines 1-8)	0.00	0.00	0.00	0.00	0.00	0.00
10. Indirect Costs						
11. Training Stipends						
12. Total Costs (lines 9-11)	0.00	0.00	0.00	0.00	0.00	0.00

SECTION C - BUDGET NARRATIVE (see instructions)

Exempt Research Narrative

Coverage under exemption one. RePublic will use human subjects that will form an “intention to treat” group. This group will consist of students who applied to attend a RePublic school. The “treatment” performed on the group of students attending a RePublic school will involve “normal educational practices”.

Coverage under exemption two. RePublic will use human subjects when administering surveys to parents, administrators, and staff. All survey data will be anonymous, so survey participants will not be identifiable, and responses to surveys will not put participants at risk. Because student assessment data will be used in this evaluation, best practices related to data sharing will be deployed in keeping with recommendations by the US Department of Education [1]. These will include developing data sharing agreements between RePublic Schools, State Education Agencies, and the external evaluation team; will ensure that only data elements critical to the evaluation of this intervention will be compiled; will ensure student identifying information (e.g., student id numbers) is encrypted prior to sharing data with external evaluators; and will ensure adequate security measures are in place for datasets.

[1] http://www2.ed.gov/policy/gen/guid/fpco/pdf/reasonablemtd_agreement.pdf