

BOARD OF EDUCATION**CONTRACT/AMENDMENT/GRANT SUMMARY****FROM: METROPOLITAN BOARD
OF PUBLIC EDUCATION****TO: Richard M. Riebeling, Director
Metropolitan Department of Finance**

Contract/Grant Number: 2-00589-02

Contractor: Rocketship Education

Start Date: Upon Filing

End Date: 6-30-25

Address: 2001 Gateway Place, San Jose, CA

PURPOSE OF CONTRACT: Charter School Contract (K-4)

DOES THIS CONTRACT/AMENDMENT REQUIRE FUNDS AUTHORIZATION BY THE MBPE?YES

Board Approval Date: 6-24-14 and 1-13-15

**IS THIS CONTRACT WITH A FEDERAL, STATE, OR PUBLIC AGENCY: INTERGOVERNMENTAL
CONTRACT?**NO**IS THIS A REVENUE CONTRACT (BOARD OF EDUCATION WILL RECEIVE FUNDS)?**NO**GRANT SUMMARY (IF APPLICABLE)**

Grant Name: _____

Amount expected to receive: \$ _____

Business unit to which it will be deposited: _____

Are matching funds required? YES/NO

If yes, amount of obligation: \$ _____

If yes, specify fund that is being obligated: _____

IF CONTRACT: Amount obligated for current fiscal year: \$depends on enrollment

IF AMENDMENT: Additional funding obligated: \$ _____

Account number: 80150045.531001.2320910

Fund number: 35131 -> 35135

DS
GGDS
CWMNPS Contact: Carol Swann
Phone Number: 259-8598Contract Agent: Brad Wyatt
Phone Number: 259-8543



MNPS Contract# 2-00589-02

Charter School Agreement

This Charter Agreement is entered into between the Metropolitan Board of Public Education for Nashville and Davidson County By and Through the Metropolitan Board of Public Education (the Chartering Authority) and **Rocketship Education, 350 Twin Dolphin Drive, Suite 109, Redwood City, CA 94065** (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 April 1, 2014, which Governing Body is the Board of Directors of Rocketship Education.

This contract consists of the following documents:

- This document
- Exhibit 1: Approved charter school application
- Exhibit 2: Pre-opening workbook and checklist
- Exhibit 3: Performance management frameworks – academic, organizational, and financial

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). Nothing in this section shall require staff members who work in a regional or national capacity and are not teachers at a school located in Tennessee to comply with the requirements of Title 8, Chapter 27, Part 3.

As required by 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 will be located in the Glencliff Cluster at an address "TBD". If the school is located at a site controlled by the Chartering Authority; the use of such site shall be subject to and governed by a Facilities Agreement between the Parties. If the Charter School decides to change the location of the Charter School, the Charter School shall notify the Chartering Authority at least 30 business days prior to any such



change of location. Nothing in this agreement shall require the Chartering Authority's approval of any change of location.

- 1.6 Employment Status.** All teachers and other staff of the charter school shall be employed by the Charter School, not the Chartering Authority. Nothing in this agreement shall prevent the Charter School from contracting with any other non-profit organization to provide employees for the Charter School.

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 575. 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.

Year	Grade Level	Total Enrollment
Year 1 (2015-2016)	K-4	475
Year 2	K-4	525
Year 3	K-4	575



Year 4	K-4	575
Year 5	K-4	575
Year 6	K-4	575
Year 7	K-4	575
Year 8	K-4	575
Year 9	K-4	575
Year 10	K-4	575

- 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 business 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 the Tennessee Public Charter Schools Act 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 may also enter into a separate fee for services agreement with a third party provider of educational services (Contract Services Provider), provided that such third party provider complies with all applicable laws and the requirements imposed on contractors by this Charter Agreement.

The Charter School, or Contract Service Provider, 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, or Contract Service Provider, 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. Charter School shall not indemnify Chartering Authority for costs, attorney fees and/or financial penalties imposed on Chartering Authority resulting from Chartering Authority's reckless misconduct or gross negligent act or omissions.

- 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
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Q1				
Q2				
Q3				
Q4				

3. Staffing

3.1 Teachers. Teachers. The Charter School shall ensure that teachers are licensed in compliance with §49-13-111, 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 2) 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 opening of the Charter School. 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 comply with the provisions of T.C.A. §49-13-109.



The Charter School shall comply with all applicable provisions of the Tennessee Open Meetings Act, including with regard to the scheduling of 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 applicable 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 operated in Metro Nashville Public Schools, 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) business 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.

Should the Charter School fail to comply with the above requirements, 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. 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 April 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, 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. "School Assets" shall be defined to include only those assets directly related to the operation of schools within MNPS, and shall not include any other assets the Governing body may hold in other regions.

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) business days after mailing when sent by certified mail, postage prepaid.



13.8 *Notices and Designation of Agent for Service of Process.* Notice of assignment of any rights to money due to Contractor under this Contract MUST be mailed or hand delivered to the attention of the DIRECTOR OF FINANCIAL OPERATIONS, FINANCIAL OPERATIONS, METROPOLITAN BOARD OF PUBLIC EDUCATION, 2601 BRANSFORD AVENUE, NASHVILLE, TN 37204, with a copy to the recipient for MBPE notices listed below.

a) All other notices to MBPE shall be mailed or hand delivered to:

Dept: Purchasing
Attn: Brad Wyatt/Contracting Officer
Addr: 2601 Bransford Avenue
Nashville, TN 37204
Phone: (615) 259-8543
E-mail addr: brad.wyatt@mnps.org

b) Notices to Contractor shall be sent to:

Contractor: Rocketship Education
Attn: Shaka Mitchell, Regional Director
Addr: 2526 Dickerson Pike, Nashville, TN 37207
Phone: 615-818-0209
E-mail addr: smitchell@rsed.org

c) Contractor's Federal Tax I.D. Number: 20-4040597

d) Contractor designates the following as the Contractor's agent for service of process and will waive any objection to service of process if process is served upon this agent:

Designated Agent:
Att'n:
Addr:
Phone: ()
E-mail addr:



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

DocuSigned by:
Director of Purchasing MBPE:

Kary Applegate

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DocuSigned by:
CONTRACTOR:

Andrew Stern

By: 238C764FBC47476...

Title: Chief Business Officer

Date: 12/8/2014

RECOMMENDED:

DocuSigned by:
Executive Staff Member, MBPE

Jay Steele

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CS AC

APPROVED AS TO AVAILABILITY OF FUNDS:
ACCOUNT NUMBER 80150045.531001.2320910

DocuSigned by:

Chris Henson

DocuSigned by:
Chief Financial Officer, MBPE

Sharon Dixon Gentry

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DocuSigned by:
Chairman of the Board, MBPE

Richard M. Kiebeling

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Metropolitan Director of Finance

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DocuSigned by:
APPROVED AS TO INSURANCE:

Balogun Cobb

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Metropolitan Director of Insurance

DocuSigned by:
APPROVED AS TO FORM AND LEGALITY:

Mark Murray

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Metropolitan Attorney

FILED IN THE OFFICE OF THE METROPOLITAN

DocuSigned by:
CLERK:

Shannon Hall

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Date Filed: 1/20/2015

Pre-Opening Charter Accountability Workbook

Pre-Opening Charter Accountability Workbook

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

**OFFICE OF INNOVATION, Metropolitan Nashville Public
Schools**



2014



May 2014

Office of Innovation
Division of Charter Schools

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

Phone: 615/259-8598

Updated: 5.5.14

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EXECUTIVE SUMMARY

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

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

INTRODUCTION

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

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

While we have attempted to provide the most up to date information, invariably information will change as, for example, revisions are made to the various laws and regulations at issue. For that reason, the most recent information will be provided by the electronic version of this document as it found on the **Office of Innovation** website, www.innovation.mnps.org/site247.aspx. In addition, it is not possible to predict every issue that will arise during a school's opening process. Therefore we discuss many of the commonly encountered issues and problems, but do not represent that we have comprehensively tackled all of the issues you will encounter in setting up your school. In some cases, we have only supplied sources of information or "leads" that you can use in the process of resolving issues. As always, the Office of Innovation is available to answer questions.

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

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

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

OVERVIEW

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

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

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

RELEVANT DOCUMENTS

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

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

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

LEGAL NOTE

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

ACADEMIC PROGRAM AND SCHOOL ADMINISTRATION

RECRUITMENT AND HIRING

The hiring process begins as soon as, or in some cases before, a school obtains its charter. The importance of key personnel is never underestimated by strong school boards. We cannot stress too strongly that fingerprinting of all personnel must be a priority; fingerprint supported criminal background checks mandated by the Charter Schools Act¹ may take longer than expected to complete, making advanced planning and urgency in initiating the process upon the hiring of any individual necessary.

Leadership Structure

[Pre-Opening Actions Checklist](#) items discussed in this section are as follows:

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

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

PRE-OPENING ACTION TO-DO LIST: LEADERSHIP STRUCTURE

Begin: Immediately after charter is granted

Due Date: At time of Pre-Opening Action Visit with OFFICE OF INNOVATION



Recruit and hire key leadership positions within the school.

¹ TCA 49-13-105(b)(5).

² Charter Agreement, Section 10.

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

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

Change In Program Note

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

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

Background Check Note

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

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

³ 20 U.S.C. § 6301 *et seq.*

MNPS Office of Innovation	Charter Agreement	Section 3.2
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Number and Qualifications of Instructional Staff

[Pre-Opening Actions Checklist](#) items discussed in this section are as follows:

Staffing	
Item	Deliverable
The number of teachers is adequate and their assignments match the staffing plan.	Teacher roster, including teaching assignments by grade level or specialty.
Teachers are certified or meet the minimum requirements for licensure as defined by the state board of education pursuant to TCA 49-13-111(i)	Copies of teacher certifications, or appropriate proof of compliance with statutory exemptions.
Teachers in core academic areas (as defined by No Child Left Behind Act) are highly qualified in accordance with NCLB.	Proof of certification or academic credentials (transcripts), relevant tests (e.g., PRAXIS) and subject matter competency for each teacher.

The number of teachers and/or paraprofessionals hired and their instructional assignments should meet the staffing plan outlined in the school's Charter Application. In addition, teachers and paraprofessionals in charter schools must meet qualifications of the Charter Schools Act⁴ as well as those established by the federal government under the NCLB/ESEA. New charter school administrators should be aware of and fully understand these requirements as they begin the teacher recruitment and hiring processes.

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

PRE-OPENING ACTION TO-DO LIST: NUMBER AND QUALIFICATIONS OF INSTRUCTIONAL STAFF

Begin: During Recruitment and Hiring Processes

Due Date: At time of Pre-Opening Action Visit with Office of Innovation

- ☐ Read the MNPS policy guidance, "Federal Teacher and Paraprofessional Qualification Requirements," available at <http://www.hr.mnps.org/Page45801.aspx>
- ☐ Recruit and hire instructional staff that are either certified in Tennessee in the appropriate grade level and subject area, or that meet other accepted criteria under the Charter Schools Act.
- ☐ Recruit and hire teachers for core academic subjects that will be NCLB highly qualified.

⁴ TCA 49-13-111(i)

<input type="checkbox"/> Maintain a copy of the professional credentials of all personnel on file, including but not limited to current resume, transcripts, copies of relevant tests and state and/or professional certifications.	
Required Deliverable(s) at Time of Pre-Opening Action Visit:	<p>Copy of teacher roster, including teaching assignments by grade level or specialty (Attached as Appendix D).</p> <p>Copies of teacher certifications or appropriate proof of compliance with statutory exemptions.</p> <p>Proof of NCLB qualifications including academic credentials, transcripts, relevant tests and subject matter competency for each teacher.</p>

Required Qualifications for Charter School Teachers under the Charter Schools Act

Teachers hired at Tennessee charter schools must be Tennessee State certified to teach in the appropriately designated grade level and/or subject area (certification information is available at <http://state.tn.us/education/lic/>). If at the time of the Pre-Opening Action Visit, the school has teachers who are not yet fully certified (do not possess the certificate), the school should document how the employee qualifies for each and every part of the certification or the school's plan to obtain the certification.

Required Qualifications for Charter School Teachers under Federal Law

The NCLB imposes additional requirements upon *all* teachers at Tennessee charter schools, including any personnel who do not have to be certified under the Charter Schools Act. All teachers at new charter schools must meet the requirements of being NCLB "highly qualified" prior to being employed.

The NCLB's highly qualified teacher requirements apply to teachers of "core academic subjects" employed by the charter school, regardless of whether the school receives federal funds. Core academic subjects are defined as English, reading or language arts, mathematics, science, history, geography, economics, civics and government, foreign languages and the arts (visual arts, dance, music, theater, public speaking, and drama).

In order to be considered NCLB highly qualified, teachers of the core academic subjects at charter schools must possess a bachelor's degree and demonstrate subject matter competency. There are various ways through which teachers may demonstrate subject matter competency, depending on a teacher's teaching assignments and newness to the profession.

Special Education teachers must generally have a bachelor's degree and be Tennessee State certified in order to be qualified under the federal Individuals with Disabilities Education Act (IDEA)⁵. Special education instructors who are consultant teachers or resource room providers, etc.

⁵ 20 U.S.C. § 1400 *et seq.*

(i.e., who are supplementing other “highly qualified” teaching), who are qualified under the IDEA do not need to be NCLB highly qualified. If on the other hand, the special education teacher is providing all of a student’s instruction in a core academic subject or instructs a self-contained classroom, then the teacher must be NCLB highly qualified for every such subject taught.

English as a second language (ESL) teachers may have similar issues. If they just teach ESL, then the NCLB requirements are reduced to being highly qualified in ESL. If they are teaching core subjects in a foreign language even half time, then the instructor will have to be NCLB highly qualified in each subject being taught. The charter school must have at least one teacher certified in ESL to work with active EL students .

RELATED SOURCES OF INFORMATION		
<i>Source</i>	<i>Resource</i>	<i>Location</i>
MNPS/ OFFICE OF INNOVA TION	Charter Agreement Federal Teacher and Paraprofessional Qualification Requirements	Section 2.3.2 (Exceptional Education) and Section 2.4 (English Language Learners) available at http://www.hr.mnps.org/Page32357.aspx
State DOE	Teacher Licensure Information Highly Qualified Information	http://state.tn.us/education/lic/ http://www.tennessee.gov/education/nclb/doc/NCLB_ImpPlan_08_18_05.pdf

Required Qualifications for Title I Paraprofessionals under Federal Law

A Title I paraprofessional is an individual who has instructional support duties, regardless of his or her job title, and works in a program supported with federal Title I, Part A funds. The NCLB requires that all paraprofessionals in schools receiving Title I funding, regardless of hiring date, have a high school diploma or its equivalent. Paraprofessionals hired after January 8, 2002 must also be “qualified” under the NCLB at the time of their employment. In order to be “qualified,” an individual must have:

- had at least two years of college; or
- an associate’s or higher degree; or
- passed a formal state or local academic assessment (PRAXIS).

Further information on this topic is available on the STATE DOE website at <http://www.tennessee.gov/education/lic/>. There is an exception to these requirements. If a paraprofessional’s duties consist solely of increasing the participation of limited English proficient children in Title I programs by translating from languages other than English or conducting parental involvement activities, the individual need only have a high school diploma or recognized equivalent.

RELATED SOURCES OF INFORMATION		
<i>Source</i>	<i>Resource</i>	<i>Location</i>
OFFICE OF INNOVATION	Charter Agreement	Section 3.1 and 3.2
State DOE	Federal Teacher and Paraprofessional Qualification Requirements	available at http://www.tennessee.gov/education/nclb/doc/NCLB_ImpPlan_08_18_05.pdf
	Teacher Licensure Information	http://state.tn.us/education/lic/

Fingerprint-Supported Background Checks for School Personnel

[Pre-Opening Actions Checklist](#) items discussed in this section are as follows:

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

PRE-OPENING ACTION TO-DO LIST: FINGERPRINT-SUPPORTED BACKGROUND CHECKS FOR SCHOOL PERSONNEL	
<i>Begin: During Recruitment and Hiring Processes</i>	
<i>Due Date: At time of Pre-Opening Action Visit with Office of Innovation</i>	
<input type="checkbox"/> Read the MNPS/Office of Innovation policy guidance, "Criminal History Record Check (HR 5.111)" available at http://www.policy.mnps.org/AssetFactory.aspx?did=32628 . <input type="checkbox"/> Proceed with obtaining fingerprint supported background checks for <i>all</i> school employees. <input type="checkbox"/> Maintain a copy of each employee's clearance or clearance application information for employment on file.	
Required Deliverable(s) at Time of Pre-Opening Action Visit:	Copies of Fingerprint Clearance forms from TBI for each employee identifying the new charter school as the employee's current employer

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

MNPS Background Check Information is available at <http://www.mnps.org/Page50469.aspx> . Charter school administrators are strongly encouraged to review this document in detail prior to engaging in the hiring of school personnel, and to make compliance part of the hiring process and procedures. Please contact TBI directly with specific questions about individual employees, procedures, or status.

RELATED SOURCES OF INFORMATION		
<i>Source</i>	<i>Resource</i>	<i>Location</i>

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

CURRICULUM AND INSTRUCTION

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

Classroom Fixtures and Curricular Materials and Supplies

[Pre-Opening Actions Checklist](#) items discussed in this section are as follows:

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

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

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

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

School Calendar and Class Schedules

[Pre-Opening Actions Checklist](#) items discussed in this section are as follows:

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

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

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

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

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

By Tennessee Law, charter schools must provide at least as much instructional time during a school year as required of other public schools. In this regard, please note that public schools are generally required to provide 180 days of instruction with the following minimum hours of instruction per day:

- 2.5 hours per day for half-day kindergarten;
- 5 hours per day for full day kindergarten and grades 1-6 exclusive of lunch time, recess, study halls, etc.; and
- 5.5 hours per day for grades 7-12 exclusive of lunch time, recess, study halls, etc.⁷

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

Subsequent School Years

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

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

Serving Students with Disabilities

[Pre-Opening Actions Checklist](#) items discussed in this section are as follows:

Curriculum and Instruction

⁷ <http://www.state.tn.us/education/schapproval/attendancemanual/index.shtml>

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

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

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

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

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

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

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

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

Financial Note

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

Additional Exceptional Education Information

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

In terms of admissions, charter schools cannot discriminate against children with disabilities and must admit a child even if the school does not provide a particular setting or service (resource room, 6:1:1 setting, etc.) required by a child's IEP. Charter schools may not "discharge" a student because the student requires settings or services not offered by the school. All decisions regarding service must be made in collaboration with parents and district personnel. Charter schools must also make reasonable accommodation for physically disabled students and must follow the applicable provisions of the federal Americans with Disabilities Act (ADA)⁸ and section 504 of the federal Rehabilitation Act of 1973⁹ with respect to school facilities and equipment. See the [Adequacy and Accessibility of School Facility](#) section of this Workbook for further information.

Background Check Note

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

SPED Teacher Qualification Note

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

RELATED SOURCES OF INFORMATION		
<i>Source</i>	<i>Resource</i>	<i>Location</i>
OFFICE OF INNOVATION	Charter Agreement	Section 2

⁸ 42 U.S.C. § 12101 *et seq.*

⁹ 29 U.S.C. § 794.

USDOE	Special Education and Rehabilitative Services: IDEA 2004 Resources	http://www.ed.gov/policy/special/guid/idea/idea2004.html
STATE DOE	Special Education in Tennessee Public Charter Schools	http://www.state.tn.us/education/fedprog/doc/SpEd_in_TN_CS_CompletePrimer.pdf
	Tennessee Charter Operator Primer	http://www.state.tn.us/education/fedprog/doc/SpEd_in_TN_CS_OperatorPrimer.pdf
US Charter Schools	General Primer on Special Education Issues in Charter Schools	http://www.uscharterschools.org/cs/spedp/print/uscs_docs/spedp/home.htm

English Language Learners

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

If through this screening a student is labeled Active EL, the charter school must have instructors with ESL certification, as that student is due 1-2 hours daily of specialized instruction. Further information may be obtained at <http://www.tn.gov/education/fedprog/fpeslresources.shtml>. The MNPS website also offers guidance for schools from the Office of English Learners, <http://www.mnps.org/Page57039.aspx>.

English Language Learners	
Item	Deliverable
The school has hired a teacher with ESL certification and is prepared to provide instruction to students identified as NELB.	Teacher licensure documents showing ESL endorsement Schedule for EL students Roster of Active, Opted Out and Refused EL students Proof of 1 teacher to 40 students as required by state law

The School Is Ready for Instruction

[Pre-Opening Actions Checklist](#) items discussed in this section are as follows:

Curriculum and Instruction	
Item	Deliverable

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

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

SCHOOL MANAGEMENT AND OPERATIONS

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

Management Contract

[Pre-Opening Actions Checklist](#) items discussed in this section are as follows:

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

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

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

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

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

RELATED SOURCES OF INFORMATION		
Source	Resource	Location
OFFICE OF INNOVATION	Charter Agreement	Section 10

Food Services

[Pre-Opening Actions Checklist](#) items discussed in this section are as follows:

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

PRE-OPENING ACTION TO-DO LIST: SCHOOL MANAGEMENT AND OPERATIONS	
<i>Begin: Immediately after charter is granted</i>	
<i>Due Date: At time of Pre-Opening Action Visit with Office of Innovation</i>	
<input type="checkbox"/>	Identify and contract with a food service provider or school district, or determine how food services will be delivered through internal processes.
<input type="checkbox"/>	Ensure that temperature-appropriate food and beverage storage is available at the school.
<input type="checkbox"/>	Set up a process for the distribution and collection of forms for free and reduced priced lunch, and for collection of lunch funds, including internal controls.
<input type="checkbox"/>	Enter appropriate free and reduced price lunch data in Chancery SMS

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

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

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

Option 1

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

Option 2

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

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

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

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

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

Background Check Note

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

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

RELATED SOURCES OF INFORMATION		
<i>Source</i>	<i>Resource</i>	<i>Location</i>
OFFICE OF INNOVATION	Charter Agreement	Section 5
USDA Food and Nutrition Services	School Meals	http://www.fns.usda.gov/cnd
STATE DOE	Child Nutrition Knowledge Center	http://www.state.tn.us/education/support/nutrition.shtml

MNPS	MNPS Application Information	www.innovation.mnps.org/site247.aspx
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Health Services and Medications Administration Plan

[Pre-Opening Actions Checklist](#) items discussed in this section are as follows:

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

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

	Written assurance stating that all students have been immunized or are properly excused from so being, as well as written assurance that students who do not have the appropriate immunization records on file at the school will be barred from the school after 14 days.
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Charter schools must follow the student health regulations applicable to district schools and provide a program of health services. Each charter school is also responsible for checking the immunization records of each student and not admitting those students whose immunizations are not in order or who have not filed proper exemption forms. Therefore, new charter schools must submit documentation regarding a formal relationship between a school nurse (or doctor) and the school as part of the Pre-Opening Action process. The charter school must also provide the proper facilities and equipment for the nurse to fulfill his/her duties. In particular, the nurse's office should be equipped with lockable storage for drugs, including a lockable refrigerator, and lockable storage for immunization and other medical records. (Further information on student medical records is provided in the [Policies and Procedures Regarding Students' Academic and Health Records](#) section of this Workbook, below).

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

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

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

RELATED SOURCES OF INFORMATION		
<i>Source</i>	<i>Resource</i>	<i>Location</i>
OFFICE OF INNOVATION	Charter Agreement	Section 1
MNPS	Coordinated School Health Initiative	http://www.mnps.org/Page34362.aspx

STATE DOE	Coordinated School Health TN School Health Laws	http://www.tennessee.gov/education/schoolhealth/about/csh.shtml http://www.tennessee.gov/education/schoolhealth/TNschoolhealthlaws.shtml
Tennessee	Department of Health	http://health.state.tn.us/
Metro Nashville	Department of Health	http://health.nashville.gov/

Transportation Services / Supplemental Transportation Services

[Pre-Opening Actions Checklist](#) items discussed in this section are as follows:

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

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

The Tennessee Charter Schools Act¹⁰ allows public charter schools to determine whether they will provide transportation or not. If they do, they must arrange to provide service in the same manner it would be provided if the students were enrolled in any other school within the LEA. The school must file transportation data with the District annually in order to receive funds provided to support transportation.

¹⁰ TCA 49-13-114.

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

Background Check Note

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

RELATED SOURCES OF INFORMATION		
Source	Resource	Location
OFFICE OF INNOVATION	Charter Agreement	Section 6
MNPS	Office of Student Transportation and Driver Information	http://www.mnps.org/Asset31252.aspx?method=1
Professional Organizations	Tennessee Association of Pupil Transportation National Association of Pupil Transportation	http://www.tapt.org/ http://www.naptonline.org/

ORGANIZATIONAL VIABILITY

SCHOOL GOVERNANCE

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

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

Board of Trustees and By-laws

[Pre-Opening Actions Checklist](#) items discussed in this section are as follows:

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

Initial School Board of Trustees

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

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

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

Ratification of By-laws

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

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

PRE-OPENING ACTION TO-DO LIST: BOARD OF TRUSTEES AND BY-LAWS <i>Begin: During Charter Application Process</i> <i>Due Date: At time of Pre-Opening Action Visit with Office of Innovation</i>	
<input type="checkbox"/> Update list of school trustees, if necessary. <input type="checkbox"/> Submit a copy of the ratified by-laws or a board resolution approving the by-laws to the Office of Innovation	
Required Deliverable(s) at Time of Pre-Opening Action Visit:	List of current members of the school's board of trustees, including contact information and officers. Use Current Board Members log in the Current Information folder at the Charter Schools Information and Reporting site. Copy of ratified by-laws or board resolution approving by-laws, if not submitted previously.

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

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

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

Organizational Meeting; Board Committees

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

50% Restriction for New School Boards

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

Board Training

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

OFFICE OF INNOVATION ACTIONS	Have on hand the board plan for training Send to the Office of Innovation proof of certified training before June 30
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Amending By-laws

PROCEDURES FOR AMENDING SCHOOL BY-LAWS	
OFFICE OF INNOVATION Actions:	<input type="checkbox"/> Follow any special notice provisions in the school's by-laws pertaining to amendment of the by-laws in addition to the notice provisions of the Open Meetings Law. ¹²
	<input type="checkbox"/> Obtain board approval of proposed by-laws amendment as set forth in the by-laws (supermajority provisions, etc.) and see Special Note, below, regarding amendments that reduce the number of school trustees.
	<input type="checkbox"/> Submit a copy of the amended and ratified by-laws to the Office of Innovation together with the signed resolution or minutes reflecting same for review to evaluate whether or not the amendment is material; and if material, for approval by the Office of Innovation.
	<p>The Office of Innovation will determine whether the change to the by-laws is a material change to the by-laws and notify the school.</p> <ul style="list-style-type: none"> • If the change is not material, the amendment is effective immediately. • If the change is material, the OFFICE OF INNOVATION will decide whether or not it would approve or reject such proposed by-laws amendment. • If it would approve such amendment, the OFFICE OF INNOVATION will seek to amend the by-laws through the full charter revision process including approval of the MNPS Board of Education, if necessary. • If the Office of Innovation would not recommend the by-laws change it will notify the school.

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

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

RELATED SOURCES OF INFORMATION		
Source	Resource	Location

¹² <http://www.tennessee.gov/commerce/911/documents/TNOpenMeetingsAct03.25.08.pdf>

OFFICE OF INNOVATION	Charter Agreement	Sections 8 and 10
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School Trustee Changes

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

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

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

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

Special Note Related to Reducing the Number of School Trustees

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

RELATED SOURCES OF INFORMATION		
<i>Source</i>	<i>Resource</i>	<i>Location</i>
OFFICE OF INNOVATION	Charter Agreement	Sections 8 and 10
	Request for Information from Prospective Charter School Board Member	Office of Innovation
	Current Board Members List	
State	TN Non-Profit Corporation Law	http://fogbees.homestead.com/files/advocacy/TNCA.pdf

Policy Development and Implementation

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

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

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

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

Recruitment and Enrollment Policy

[Pre-Opening Actions Checklist](#) items discussed in this section are as follows:

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

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

RECRUITMENT AND ENROLLMENT PROCEDURES <i>Begin: Immediately after charter is granted</i> <i>Due Date: Winter, prior to school's opening, according to MNPS Policy SB 1.107</i>	
<input type="checkbox"/> Comprehensive polices for admissions, enrollment and attendance must be drafted and approved by the school board. <input type="checkbox"/> Write the Student Application for Admission. <input type="checkbox"/> Plan and document student recruitment and school marketing efforts. <input type="checkbox"/> Prepare for the MNPS Application Period and Lottery date. <input type="checkbox"/> Secure all necessary equipment, school numbers, connections and training to use the SIS and SMS student databases through the Office of Innovation. <input type="checkbox"/> Collect applications, enter data into SAS, participate in the lottery, and notify parents and guardians of the results of the Lottery. Following notification of results and establishment of the waitlist, secure commitment from parents regarding their choice to enroll. Mark students enrolled in SAS, and they will be automatically entered into Chancery SMS as students in your school for the following year. Students may only be enrolled in one MNPS school, including charter schools, at a time. <input type="checkbox"/> Complete recruitment and enrollment report and submit it to Office of Innovation through the Charter School Information and Reporting site.	
OFFICE OF INNOVATION	The Office of Innovation will review the school's admission and enrollment

Actions:	<p>materials.</p> <p>If the Office of Innovation finds the outreach and marketing efforts of the school were inconsistent with applicable law or the Charter Application, the Office of Innovation may require the school to take remedial action, including, but not limited to, the following:</p> <ol style="list-style-type: none"> 1) requiring the school to extend its enrollment period; 2) delay or void the school's random selection process; and/or 3) conduct further specified outreach and marketing steps.
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Participation in the MNPS unified application and admission period offers tremendous support for charter schools. Unified student enrollment procedures, district wide communication of charter school options, and full data and reporting management through the SAS database. An annual fee is required for participation in the enrollment system, and the school must appoint a data entry person to participate in training and manage the data entry for all students who apply, enroll, decline enrollment, or are placed on waitlists. However, participation in the system includes preparation of reports required by the Charter School Law.

Student Application for Admission

The Application for Admission is the form charter schools will distribute and make available to students applying to the school. In drafting the Application for Admission, please remember that the school should only seek information that is necessary for admitting students, such as name, age, address, school district of residence, grade and contact and preference information. In recognition of the need to plan and staff for incoming students, a school may ask for additional information (including special education or English language learner status), but only so long as the Application for Admission makes completely clear that providing the additional information is voluntary, not necessary for submitting the application, and will have no bearing on the student's potential admission to the school. The better practice is to require such information *after* students have been selected for enrollment through the lottery process. Please note that a charter school can provide a preference to students at risk of academic failure or limit admission to a single sex only to the extent provided for in the Charter Application. In addition, each school must afford the preferences set forth in the Charter Schools Act¹³ for siblings, returning students (not applicable to new schools) and students residing in the district of location.

Change In Program Note

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

¹³ Charter School Admission Policy, [SBO 1.107](#).

deadlines. Please consult the [Change In Program](#) section of this Workbook for further information on charter revisions.

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

Student Recruitment and School Marketing Efforts

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

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

Application Period and Lottery Date

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

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

Student Eligibility

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

Lottery

¹⁴ Charter School Admission Policy, [SBO 1.107](#).

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

Priority of Enrollment

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

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

Applications Following the Lottery

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

Notification and Enrollment

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

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

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

PRE-OPENING ACTION TO-DO LIST: RECRUITMENT AND ENROLLMENT <i>Begin: Immediately after charter is granted</i> <i>Due Date: At time of Pre-Opening Action Visit with Office of Innovation</i>	
<input type="checkbox"/> Document student enrollment procedures and submit to Office of Innovation per above procedures. <input type="checkbox"/> Draw up student rosters for each class.	
Required Deliverable(s) at Time of Pre-Opening Action Visit:	Copies of teacher Student Rosters. Prior to the Pre-Opening Action Visit, the Office of Innovation will also check that the following documents have been previously submitted, and if not, will request that copies of the following are available: <ul style="list-style-type: none"> • Application for Admission; • Waitlist and admission policies.

RELATED SOURCES OF INFORMATION		
Source	Resource	Location
OFFICE OF INNOVATION	Charter Agreement	Sections 2.1 and 2.3.4
	Charter School Admission Policy	SBO 1.107
STATE DOE	TN Charter School Act	TCA 49-13-106; TCA 49-13-111

Policies and Procedures Regarding Students' Academic and Health Records

[Pre-Opening Actions Checklist](#) items discussed in this section are as follows:

Students and Parents	
Item	Deliverable

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

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

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

Required Deliverable(s) at Time of Pre-Opening Action Visit:	<p>Copies of incoming students' records (including IEPs) or written assurance from the school that such records will be obtained by a date certain.</p> <p>Locked record storage at time of Pre-Opening Action Visit for both academic records and health records.</p>
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Once the enrollment process has been begun, new charter schools should acquire copies of each student's academic and health records from his/her previous MNPS school or directly from parents. This includes those records regarding each student's attendance and discipline history, records of the student's performance on standardized assessments, as well as Individualized Education Programs (IEPs), Rehabilitation Act section 504 plans (modification plans for special equipment, extra time, etc.), and health records, including immunization records, health histories, physical testing records (vision, hearing, scoliosis, etc.). Doing so will increase the likelihood that the charter school will be better able to meet the particular needs of its students. As needed, policies or reminders related to records should be placed in the school's student/family handbook publication, especially if annual or other updates to information may be needed.

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

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

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

Discipline Policies for Regular and Special Education Students

[Pre-Opening Actions Checklist](#) items discussed in this section are as follows:

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

<p>policies relating to student discipline (including SPED students), complaints/grievances, FERPA, ORA, Open Meetings Law, and has made appropriate policies available to students and their families in the Student and Family Handbook.</p>	<p>Handbook containing the specified policies, including FERPA access.</p> <p>Written assurance that Student and Family Handbooks (containing such policies) have been distributed.</p> <p>Copy of FERPA procedures for storage/handling of student files in school.</p>
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PRE-OPENING ACTION TO-DO LIST: DISCIPLINE POLICIES FOR REGULAR AND EXCEPTIONAL EDUCATION STUDENTS

Begin: Immediately after charter is granted

Due Date: At time of Pre-Opening Action Visit with Office of Innovation

<p><input type="checkbox"/> Read Sections 2.1- 2.5 of the school's Charter Agreement.</p> <p><input type="checkbox"/> Review discipline policies in school's Charter Application.</p> <p><input type="checkbox"/> Enhance the school's discipline policies in its charter application, including provisions for the discipline of exceptional education students, as needed.</p> <p><input type="checkbox"/> Draft a plain language version of the discipline policies for distribution in the student/family handbook publication, and employee or teachers' manual.</p> <p><input type="checkbox"/> Draft and post classroom materials for students regarding discipline policy.</p>	
<p>Required Deliverable(s) at Time of Pre-Opening Action Visit:</p>	<p>Copy of final, official discipline policies for regular and exceptional education students.</p> <p>Copy of discipline policies within student/family handbook publication or other publication to be distributed to students and/or parents.</p> <p>Evidence or written assurance that student/family handbook or other publications containing discipline policies have been distributed to parents and students.</p>

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

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

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

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

Alternative Instruction

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

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

Due Process

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

Discipline of Students with Disabilities

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

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

Change In Program Note

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

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

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

RELATED SOURCES OF INFORMATION		
Source	Resource	Location
USDOE	Special Education and Rehabilitative Services: IDEA 2004 Resources	http://www.ed.gov/policy/speced/guid/idea/idea2004.htm
NARA	34 C.F.R. Part 300	http://www.access.gpo.gov/nara/cfr/waisidx_02/34cfr300_02.html

Complaint / Grievance Policy

[Pre-Opening Actions Checklist](#) items discussed in this section are as follows:

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

PRE-OPENING ACTION TO-DO LIST: COMPLAINT/GRIEVANCE POLICY	
<i>Begin: Immediately after charter is granted</i>	
<i>Due Date: At time of Pre-Opening Action Visit with Office of Innovation</i>	
<input type="checkbox"/> Review complaint policy in school's Charter Application. <input type="checkbox"/> Enhance the school's complaint/grievance policy as needed. <input type="checkbox"/> Place consistent version of the complaint/grievance policy in the student/family handbook publication.	
Required Deliverable(s) at Time of Pre-Opening Action Visit:	<p>Copy of complaint/grievance policy within student/family handbook publication or evidence of its having been given to parents.</p> <p>Written assurance that student/family handbooks have been distributed.</p>

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

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

Information on the handling of complaints is available on the Office of Innovation’s website at <http://www.mnps.org/AssetFactory.aspx?did=43119>. A copy of this information must be given to each complainant upon determination of his or her complaint alleging a violation of law or Charter, together with the school’s written determination of the complaint and any remedial action taken, and written notice of the complainant’s right to appeal to the Office of Innovation and then the Board of Regents. Also included on the website is a grievance form, which may be adapted for use by your school.

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

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

Change In Program Note

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

RELATED SOURCES OF INFORMATION		
Source	Resource	Location
OFFICE OF INNOVATION	Grievance Policy	

	Grievance Form	http://www.mnps.org/AssetFactory.aspx?did=43119
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Family Educational Rights and Privacy Act (FERPA) Policy

[Pre-Opening Actions Checklist](#) items discussed in this section are as follows:

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

<p>PRE-OPENING ACTION TO-DO LIST: FERPA POLICY</p> <p><i>Begin: Immediately after charter is granted</i></p> <p><i>Due Date: At time of Pre-Opening Action Visit with Office of Innovation</i></p>	
<ul style="list-style-type: none"> <input type="checkbox"/> Write the school's FERPA policy, including policies and procedures for access to the school's student files by school employees. <input type="checkbox"/> Give annual notice to families regarding the school's FERPA policy, preferably within the charter school's student/family handbook publication. <input type="checkbox"/> Set up student files with proper FERPA protections and procedures. <input type="checkbox"/> If applicable, draft notice to parents regarding FERPA directory information, and distribute to parents. 	
<p>Required Deliverable(s) at Time of Pre-Opening Action Visit:</p>	<p>Copy of FERPA Policy within student/family handbook publication.</p> <p>Copy of annual notice to families of FERPA policy within student/family handbook publication or otherwise distributed.</p> <p>If the school will have a publication containing FERPA "directory information," copy of FERPA directory notice with opt out, and proof of distribution to parents.</p> <p>Evidence that FERPA file confidentiality procedures are in place, including log sheets, lockable storage, etc.</p> <p>Written assurance that FERPA policy has been distributed.</p>

The federal Family Educational Rights and Privacy Act,¹⁵ or FERPA, is a federal law that protects the privacy of student education records. While many of the practices regarding student records are mandated by FERPA, a charter schools must approve, implement, and inform parents of its policy with regard to types of allowable and restricted access to students' educational records. Tennessee includes guidance regarding FERPA on its website (http://www.tennessee.gov/education/schoolhealth/doc/FERPA_HIPAA_Guidelines.pdf).

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

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

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

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

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

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

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

In addition, charter schools must set up their student files to be in compliance with FERPA¹⁶ by including a log-sheet with each record that indicates each person who accessed the record, his or her agency or organization, and the legitimate purpose he or she had in accessing the record. Teachers and school administrators and staff that have a specific and legitimate need to review student records do not have to sign such logs. To prevent unauthorized access, student files should be kept in lockable storage. At the time of the Pre-Opening Action Visit, Office of Innovation will inspect student records and log-sheets.

RELATED SOURCES OF INFORMATION		
<i>Source</i>	<i>Resource</i>	<i>Location</i>
OFFICE OF INNOVATION	Confidentiality of Student Records	http://www.tennessee.gov/education/schoolhealth/doc/FERPA_HIPAA_Guidelines.pdf
USDOE	FERPA General Information	http://www.ed.gov/policy/gen/guid/fpco/ferpa/index.html
NARA	FERPA Regulations, 34 C.F.R. Part 99	http://www.access.gpo.gov/nara/cfr/waisidx_02/34cfr99_02.html
Cornell	FERPA Law	http://www4.law.cornell.edu/uscode/html/uscode20/usc_sec_20_00001232---g000-.html

Freedom of Information Law (ORA) Policy

[Pre-Opening Actions Checklist](#) items discussed in this section are as follows:

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

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

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

Charter schools are subject to the State's Open Records Act,¹⁷ or "ORA," which pertains to the public's right to access governmental records. Under this law, the public may request to obtain copies of or view certain charter school records.

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

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

RELATED SOURCES OF INFORMATION		
Source	Resource	Location
TN Law	Open Records Act	http://www.knoxexpenses.com/Expenses/openrecordsact.pdf
Comptroller's Office	Office of Open Records Counsel	http://www.comptroller1.state.tn.us/openrecords/

Open Meetings Law Policy

[Pre-Opening Actions Checklist](#) items discussed in this section are as follows:

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

¹⁷ TCA 10-7-5, *et seq.* <http://www.knoxexpenses.com/Expenses/openrecordsact.pdf>.

SPED students), complaints/grievances, FERPA, ORA, Open Meetings Law, and has made appropriate policies available to students and their families in the Student and Family Handbook.	<p>FERPA access.</p> <p>Written assurance that Student and Family Handbooks (containing such policies) have been distributed.</p> <p>Copy of FERPA procedures for storage/handling of student files in school.</p>
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<p>PRE-OPENING ACTION TO-DO LIST: OPEN MEETINGS LAW POLICY</p> <p><i>Begin: Immediately after charter is granted</i></p> <p><i>Due Date: At time of Pre-Opening Action Visit with Office of Innovation</i></p>	
<p><input type="checkbox"/> Revise and enhance the school's Open Meetings Law policy to make it a working policy.</p> <p><input type="checkbox"/> Coordinate with school board's corporate secretary regarding application of policy, in particular with respect to public and media notice provisions and process by which board meeting minutes will be sent to the Office of Innovation.</p>	
<p>Required Deliverable(s) at Time of Pre-Opening Action Visit:</p>	<p>Copy of Open Meetings Law policy within student/family handbook publication or otherwise distributed.</p> <p>Written assurance that student/family handbooks or Open Meetings Law policy have been distributed.</p>

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

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

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

¹⁸ TN Open Meetings Law <http://www.tennessee.gov/commerce/911/documents/TNOpenMeetingsAct03.25.08.pdf>.

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

RELATED SOURCES OF INFORMATION		
<i>Source</i>	<i>Resource</i>	<i>Location</i>
Tennessee	Open Meetings Law	http://www.tennessee.gov/commerce/911/documents/TNOpenMeetingsAct03.25.08.pdf
	Your Right to Know	http://www.tsba.net/services/openmeetings.asp

Code of Ethics

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

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

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

Change In Program Note

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

ADEQUACY AND ACCESSIBILITY OF SCHOOL FACILITY

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

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

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

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

[Pre-Opening Actions Checklist](#) items discussed in this section are as follows:

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

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

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

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

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

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

	<p>If the Office of Innovation determines that the school will not be able to open on time, it may:</p> <ol style="list-style-type: none"> 1. notify the school that it cannot open until the following school year; or 2. determine that another opening date is appropriate or waive the restriction and extend the due date for the facility agreement and/or the Facility Completion Schedule and condition such waiver or extension on receipt of, and modifications to, those documents.
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Charter schools must obtain a certificate of occupancy (C of O) before commencing instruction. Therefore, one of the key outcomes of the Facility Completion Schedule is getting the C of O.

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

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

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

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

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

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

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

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

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

[Pre-Opening Actions Checklist](#) items discussed in this section are as follows:

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

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

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

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

Further, the federal Americans with Disabilities Act¹⁹ (ADA) applies to the buildings used by charter schools. As different ADA rules apply to existing buildings versus new construction or major renovation, consult with an architect or attorney regarding ADA compliance before approving construction design.

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

RELATED SOURCES OF INFORMATION		
<i>Source</i>	<i>Resource</i>	<i>Location</i>
USDOL	ADA text	http://www.dol.gov/esa/regs/statutes/ofccp/ada.htm
USDOJ	ADA information including Checklist for Readily Achievable Barrier Removal	http://www.ada.gov/
USDOL	Workplace Poster Requirements	http://www.dol.gov/osbp/sbrefa/poster/matrix.htm

Insurance Coverage

[Pre-Opening Actions Checklist](#) items discussed in this section are as follows:

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

¹⁹ 42 U.S.C. § 12101 *et seq.* available at <http://www.dol.gov/esa/regs/statutes/ofccp/ada.htm>.

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

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

School Building Safety

[Pre-Opening Actions Checklist](#) items discussed in this section are as follows:

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

<p>There are written plans for such life safety procedures as fire drills and emergency evacuation, including school safety plans in accordance with Project SAVE.</p>	<p>Copies of school safety and evacuation plans are posted in each classroom at time of Pre-Opening Action Visit.</p> <p>Copy of draft SAVE plan and proof that the SAVE plan has been submitted to STATE DOE for approval.</p> <p>Assurance that school will meet with required groups (parents, teachers) and submit final plan, and revise as directed by STATE DOE.</p>
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<p>PRE-OPENING ACTION TO-DO LIST: SCHOOL BUILDING SAFETY <i>Begin: Immediately after school facility is identified</i> <i>Due Date: At time of Pre-Opening Action Visit with Office of Innovation</i></p>	
<ul style="list-style-type: none"> <input type="checkbox"/> Create safety procedures and distribute to teachers and classrooms. <input type="checkbox"/> Create draft SAVE plan and submit a copy to the Office of Innovation. <input type="checkbox"/> Write a plan and procedures to control access to the building, including visitor policy and post notices regarding same. <input type="checkbox"/> Hire and conduct background checks on security personnel, if needed. <input type="checkbox"/> Finalize and follow up on SAVE plan, including meeting with parents, and, if necessary, modification per parents' or State DOE's comments. 	
<p>Required Deliverable(s) at Time of Pre-Opening Action Visit:</p>	<p>Copy of the school's emergency exit routes posted in every room.</p> <p>Copy of SAVE plan as submitted in draft and written assurance that the school's SAVE plan has been submitted to STATE DOE for approval.</p> <p>Written plan and procedures to control access to the building.</p> <p>Evidence that appropriate security personnel have be hired and fingerprinted.</p> <p>Written emergency exit procedures in place and in teacher or employee handbook.</p> <p>Written assurance that the school will meet with parents and others about the SAVE plan as directed by SAVE law, and modify as necessary or directed by MNPS or State DOE.</p>

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

²⁰ <http://www.tennessee.gov/education/learningsupport/SAVE.shtml>

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

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

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

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

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

Background Check Note

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

Fire Drills

Fire and other safety drill are required on a regular basis. See <http://www.policy.mnps.org/AssetFactory.aspx?did=32443> for MNS policy on Fire Drills.

RELATED SOURCES OF INFORMATION		
<i>Source</i>	<i>Resource</i>	<i>Location</i>
MNPS	Office of School Security	http://www.mnps.org/Page2410.aspx
	Fire Drill Policy	http://www.policy.mnps.org/AssetFactory.aspx?did=32443

FINANCIAL ORGANIZATION

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

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

[Pre-Opening Actions Checklist](#) items discussed in this section are as follows:

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

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

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

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

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

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

<p>PROCEDURES FOR AGREED UPON PROCEDURES ENGAGEMENT AND INDEPENDENT ACCOUNTANT'S REPORT</p> <p><i>Begin: Within 45 days of the school receiving and disbursing more than \$50,000 in funds</i></p> <p><i>Due Date: Independent Accountant's Report – 45 days after the commencement of the agreed upon procedures engagement; Statement of Corrected Deficiencies, if any – 45 days after the school board's receipt of the Independent Accountant's Report</i></p>	
<ul style="list-style-type: none"> <input type="checkbox"/> Retain an independent certified public accountant to perform the agreed upon procedures engagement. <input type="checkbox"/> Receive Independent Accountant's Report within 45 days of commencement of accountant's engagement and submit it to the Office of Innovation. <input type="checkbox"/> The school board must review the report and remedy any deficiencies with regard to the financial controls in the Initial Statement within 45 days of the receipt of the Independent Accountant's Report. <input type="checkbox"/> If applicable, the school must submit a statement that all deficiencies identified in the Independent Accountant's Report have been corrected within 45 days of the receipt of the Independent Accountant's Report. 	
<p>OFFICE OF INNOVATION</p> <p>Action:</p>	<p>The Office of Innovation will review any statements of corrected deficiencies and may require additional evidence to verify the correction of noted deficiencies.</p>

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

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

<p>PRE-OPENING ACTION TO DO LIST: FISCAL POLICIES AND PROCEDURES</p> <p><i>Begin: Immediately after charter is granted</i></p> <p><i>Due Date: At time of Pre-Opening Action Visit with Office of Innovation</i></p>	
<ul style="list-style-type: none"> <input type="checkbox"/> Follow the above Initial Statement procedures to draft and revise school fiscal policies and procedures. 	

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

Payroll System

[Pre-Opening Actions Checklist](#) items discussed in this section are as follows:

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

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

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

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

Annual Audit Report

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

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

Annual Budget and Cash Flow Projections

ANNUAL BUDGET AND CASH FLOW PROJECTIONS PROCEDURES <i>Begin: Immediately after charter is granted</i> <i>Due Date for Annual Cash Flow Projection: June 30</i> <i>Due Date for Revised Budget: June 30</i>	
<input type="checkbox"/>	Create annual cash flow projection and submit copy to Office of Innovation by June 30.
<input type="checkbox"/>	Revise budget if necessary and submit copy to Office of Innovation by June 30.

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

Tax Exempt Status

TAX-EXEMPT STATUS PROCEDURES <i>Begin: Immediately after charter is granted</i> <i>Due Date: Within one year of charter agreement being issued</i>	
<input type="checkbox"/>	Obtain federal tax-exempt status for the school's education corporation.
<input type="checkbox"/>	Submit copies of all applications (Form 1023) and filings regarding tax-exempt status to the Office of Innovation, including final Internal Revenue Service determination letter.

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

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

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

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

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

FOLLOWING YOUR CHARTER AGREEMENT

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

CHANGE IN PROGRAM

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

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

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

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

²¹ TCA 49-13-110

²² *Charter Agreement*, Section 10

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

RELATED SOURCES OF INFORMATION		
<i>Source</i>	<i>Resource</i>	<i>Location</i>
OFFICE OF INNOVATION	Charter Agreement	Section 10

STATE AND LOCAL BOARD POLICY WAIVERS

[Pre-Opening Actions Checklist](#) items discussed in this section are as follows:

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

PRE-OPENING ACTION TO-DO LIST: CHARTER SCHOOL REPORTING AND COMPLIANCE
<i>Begin: Immediately after charter is granted</i>
<i>Due Date: At time of Pre-Opening Action Visit</i>
<input type="checkbox"/> Review and classify all MNPS Policies and all State Board of Education policies

²³ Charter Agreement, Section 10

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

<input type="checkbox"/> Compile School Policies Handbook <input type="checkbox"/> Submit waiver requests to Office of Innovation Submit waiver requests to State Board of Education and copy of request and approval to Office of Innovation	
Required Deliverable(s) at Time of Pre-Opening Action Visit:	School policy handbook, copy of State Board Policy waiver requests and approval, copy of MNPS Board Policy approval.

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

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

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

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

Request Waivers to MNPS policy by submitting the requests in writing to the Office of Innovation no later than sixty (60) days prior to the school's intention to implement the waiver, if granted. All waiver requests must list the specific District Policy (<http://www.policy.mnps.org/site227.aspx>) requested for waiver. All waiver requests shall also include detailed documentation of the grounds for requesting the waiver and specific evidence explaining how the policy currently inhibits or hinders the charter school's ability to meet its goals or comply with its mission statement. All waiver requests, whether to State Board or Local Board policy, must also be submitted to the Office of Innovation. Request waivers to State Board of Education Policy by submitting the requests in writing to the Commissioner of Education no later than sixty (60) days prior to the school's intention to implement the waiver, if granted. All waiver requests must list the specific State Board Policy (<http://www.state.tn.us/sbe/policies.html>) requested for waiver. All waiver requests shall also include detailed documentation of the grounds for requesting the waiver and specific evidence explaining how the policy currently inhibits or hinders the charter school's ability to meet its goals or comply with its mission statement. Once waivers are approved by the Commissioner, please submit a copy of that approval to Office of Innovation.

SOURCES OF INFORMATION		
Source	Resource	Location
OFFICE OF INNOVATION	MNPS Policies	http://www.policy.mnps.org/site227.aspx
	Requesting MNPS Policy Waivers (SBO 1.106)	http://www.policy.mnps.org/AssetFactory.aspx?did=41722

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

State DOE	State Board of Education Policies	http://www.state.tn.us/sbe/policies.html
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CHARTER SCHOOL REPORTING AND COMPLIANCE

[Pre-Opening Actions Checklist](#) items discussed in this section are as follows:

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

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

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

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

Metropolitan Nashville Public Schools



Pre-Opening Charter Accountability Workbook

APPENDICES

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

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

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

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

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

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

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

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

APPENDIX B: PRE-OPENING ACTIONS CHECKLIST**SCHOOL NAME** _____ **DATE** _____

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

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

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

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

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

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

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

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

APPENDIX C: SAMPLE PRE-OPENING ACTION LETTER



August 1, 200_

VIA FACSIMILE AND FIRST CLASS MAIL

Mr. / Ms. _____

Executive Director

_____ Charter School

_____ Street

Nashville, TN 37_____

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

Dear Sir or Madam:

Please be advised that, pursuant to the MNPS Office of Charter Schools' visit and inspection of the _____ Charter School (the "School") on August __, 201_ (and documentation provided to or inspected by the Office of Innovation at that visit and previously), the Office of Innovation has determined that the School has completed, as of the date of this letter, substantially all of the Pre-Opening Actions required of it as defined in Paragraph 1.3 of the charter agreement between the School and the MNPS Board of Education (the "Charter"). Therefore, the School is permitted to provide instruction to students in accordance with the plan provided in the Charter.

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

Policies: Within seven days of the opening of school, please provide copies of the School's FERPA policy and procedures for handling student records. By that date, please also provide copies of the public FOI policy to be posted in the school and an assurance that the state and federal workplace notices (minimum wage, workers compensation, OSHA, etc.) have been posted. By the close of business on August 20, 200_, please provide an assurance that

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

Student Records: By no later than close of business on August 30, 200_, please provide an assurance that the School has obtained the academic records for each student, including IEPs.

School Lunch: By no later than close of business on August 20, 200_, please provide an assurance that the School has obtained the school lunch forms for each student seeking free or reduced-price lunch.

Facilities Issues: By no later than August 10, 200_, please provide an assurance that the School will post a sign outside the building showing the School name. By the opening of school, please provide an assurance that all classrooms have required emergency exit routes posted.

Insurance Certificate: While the School has obtained adequate levels of insurance, it must add a provision to the policy to provide notice to the Office of Innovation of any material change, non-renewal or termination. Please provide copies of updated insurance certificates or binders by September 22, 200_.

Health Services: By no later than fourteen school days after the opening of school, please provide an assurance that the School has obtained for each student evidence that each student has been vaccinated or has been appropriately excused from so being. By close of business on September 22, 200_, please provide an assurance that the School has obtained appropriate health certificates or records for each student, and taken steps to separate health records from academic records and to secure those records. By the opening of the School please provide an assurance that the School has given the Nurse student health record information and has lockable storage for the records.

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

Sincerely,

Carol Swann
Coordinator of Charter Schools

c: Rich Haglund, Tennessee Department of Education, Office of Charter Schools

APPENDIX D: TEACHER ROSTER AND CERTIFICATION INFORMATION**Current Faculty Roster**

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

Name	Employee ID	Certified or Support	Job Description	Type/Exp Cert.	Certification Area(s)	NCLB Highly Qualified for Subject(s)/Grades	Current	Former
Jane Doe	345-20-9871	Certified	Math Teacher grade 5				x	

* Roster should be kept up to date on the [OFFICE OF INNOVATION Information and Reporting Site](#). Newly hired faculty and staff should be added, and those who leave simply marked in the former column. During the renewal or Pre-Opening Action visit, please have available for review the related source documents for the above information, such as copies of teaching certificates, transcripts, examination results and any relevant teacher qualification documents required by No Child Left Behind (NCLB).

Performance Frameworks

Metro Nashville Public Schools (MNPS)

Provides an overview of the academic, financial and organizational frameworks that will become part of the charter school contract with Metro Nashville Public Schools

October 2014

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October 2014

Metro Nashville Public Schools
2601 Bransford Avenue
Nashville, TN 37204

National Association of
Charter School Authorizers
105 W. Adams Street
Suite 3500
Chicago, IL 60603-6253

Introduction

About the Metro Nashville Public Schools Performance Framework

Metro Nashville Public Schools in collaboration with the National Association of Charter School Authorizers developed the comprehensive Performance Framework to ensure that each and every school is serving students with a high-quality public education. The Performance Framework sets the academic, organizational and fiscal standards by which Metro Nashville Public Schools students will be evaluated, informing both Metro Nashville Public Schools and individual school officials about school performance and sustainability.

By utilizing the Performance Framework throughout the charter school's life cycle, Metro Nashville Public Schools officials will expand the rigorous standards and metrics by which each and every public charter school is evaluated. This will enable Metro Nashville Public Schools officials to take multiple factors into account when evaluating public charter schools across the district.

Section I. Academic Performance

The Academic Performance Framework includes measures that allow MNPS to evaluate the school's academic performance or outcomes. Specifically, this section answers the question: *Is this school an academic success?* A charter school that meets the standards in this area is implementing its academic program effectively, and student learning—the central purpose of every school—is taking place on a regular, sustained basis. For each measure, a school receives one five (5) ratings: *Excelling*, *Achieving*, *Satisfactory*, *Review*, *Target*. Each measure is weighted to provide an overall cumulative rating for the school on Academic Performance.

Academic Performance Point Ranges for Each Category

Each school will achieve a rating on their page that looks like this for their academic achievement:

- ☐ **Excelling**
The school has composite total points of 65 to 100
- ☐ **Achieving**
The school has composite total points of 55 to 64.99
- ☐ **Satisfactory**
The school has composite total points of 28 to 54.99
- ☐ **Review**
The school has composite total points of 20 to 27.99
- ☐ **Target**
The school has composite total points of 0 to 19.99

Indicators and Measures:

1. K-8 Academic Progress
2. K-8 Attainment and College Readiness
3. K-8 Achievement Gap
4. K-8 School Culture
5. HS Academic Progress
6. HS Attainment and College Readiness
7. HS Achievement Gap
8. HS School Culture

Purpose of the MNPS Academic Performance Framework (APF)

The Academic Performance Framework (APF) was developed in an effort to combine the vast amounts of school data into one overall performance measure. Although it is not possible to measure everything that schools do to help students, the APF comprises key indicators deemed vital by district executive staff, principals, as well as a number of teachers and community members. While it has not yet been determined *exactly* how the APF will be used within MNPS, the following are among the possibilities:

- To support efforts to raise student achievement
- To support the district's accountability status
- To offer standardized accountability metrics to complement increased school-level autonomy
- To inform – but not determine – decisions regarding rewards, supports, and resource allocation for schools
- To provide school communities with a transparent set of indicators to understand school performance

How this Framework is used will ultimately depend upon how well it correlates with other objective performance measures and with observations and perceptions of educators. Single-year school performance data for the previous three school years will be reported annually. In any evaluation or accountability process, the trends over time are more informative than a single data point. The goal is to see schools moving upward on the various measures within the APF.

Performance Indicators & Measures

Four performance indicators are currently utilized in the APF. Indicators are the categories of measures that are used to evaluate school performance. A unified set of indicators yet slightly different individual measures have been developed for K-8 schools and high schools. The intent in both cases is to have a representative cross section of important measures, including critical indicators of student achievement and progress, that provide a fair and reliable picture of overall school performance. Schools are placed into one of five performance categories for each individual measure and receive performance points for each measure based upon their data.

The indicators and associated measures used in the APF and their corresponding weights are defined below:

- **Indicator 1. Academic Progress (50%) – Progress measures reflect academic growth or improvement over time.**
 - Grades K-8
 - Measure 1a. Tennessee Value Added Assessment System (TVAAS) mean one-year Normal Curve Equivalent (NCE) gain for TCAP Reading, Math, and Science (25%)
 - Measure 1b. Mean achievement level one-year increase for TCAP Reading, Math, and Science (25%)¹
 - Grades 9-12
 - Measure 1a. TVAAS mean one-year scale score gain for EOC Algebra I and II; English I, II, and III; and Biology I (25%)

¹ In order to more fairly compare academic increases made by different schools from one year to the next, consideration is given to prior achievement level distributions. Also, the movement of students from a higher to a lower achievement category factors negatively into this scoring metric.

Measure 1b. Mean achievement level one-year increase for EOC Algebra I and II; English I, II, and III; and Biology I (25%)¹

- **Indicator 2. Attainment and College Readiness (30%) – These measures are annual snapshots showing the number of students that meet high standards of achievement.**
 - Grades K-8

Measure 2a. Percent of students scoring Proficient or Advanced for TCAP Reading, Math and Science (15%)

Measure 2b. Percent of students in grade 4 or 8 (or the school's highest grade level) that are projected by TVAAS (from all previous state assessment data) to score 21 or above on the ACT college entrance exam Composite by the end of high school (15%)
 - Grades 9-12

Measure 2a. Percent of students scoring Proficient or Advanced for Algebra I and II; English I, II, and III; and Biology I (10%)

Measure 2b. Percent of students scoring 21 or above on the ACT (or the corresponding score of 980 on the SAT) college entrance exam Composite (10%)

Measure 2c. Percent of seniors graduating on-time with a regular high school diploma (10%)
- **Indicator 3. Achievement Gap (5%) – These measures reflect the difference or gap in achievement between subgroups of students (school-wide) that are traditionally disadvantaged and their traditionally non-disadvantaged peers (district-wide).**
 - Grades K-8

Measure 3. Achievement gap index based upon differences in TCAP Reading, Math, and Science proficiency between student subgroups determined by race, economic status, disability, and English proficiency (5%)
 - Grades 9-12

Measure 3. Achievement gap index based upon differences in EOC Algebra I and II; English I, II, and III; and Biology I proficiency between student subgroups determined by race, economic status, disability, and English proficiency (5%)
- **Indicator 4. School Culture (15%) – These measures reflect the culture of the school – the norms, values, beliefs, traditions, and expectations that direct school activities. Currently educators and students re surveyed, but the eventual goal is to also include perceptions of parents in the APF.**
 - Grades K-8

Measure 4a. Mean educator favorability (agreement with positive culture statements) on the TELL Tennessee Survey (5%)

Measure 4b. Mean composite favorability from a parent Survey (5%)

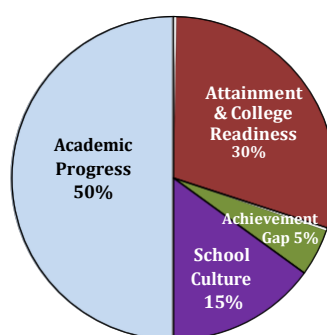
Measure 4c. Mean composite favorability from students on the TRIPOD Survey (5%)
 - Grades 9-12

Measure 4a. Mean educator favorability on the TELL Tennessee Survey (5%)

Measure 4b. Mean composite favorability from a parent survey (5%)

Measure 4c. Mean composite favorability from students on the TRIPOD Survey (5%)

These indicator weights are shown graphically:



For each school, performance points on the indicators are added up to compute an overall school performance composite. Weights are adjusted as needed for missing data to allow each school the possibility of earning 100% of the points. Schools are assigned to one of five categories – Excelling, Achieving, Satisfactory, Review, or Target – based upon each individual measure and the composite.

This framework, like most performance systems, is not a perfectly level playing field. The challenges in getting results are somewhat greater in some schools (high percent free/reduced lunch) than others. The relationship between progress measures and economic status tends to be smaller than it is with one-time attainment measures, and progress is more heavily weighted than attainment in the APF. But attainment and college readiness are too critical to be ignored. While academic growth is of great importance, for students to be successful after they leave MNPS, they eventually need to reach high standards of achievement on rigorous state or national assessments.

Score Ranges & Reporting

There are pre-established criteria for categorizing performance on individual measures. The table below shows the individual measure score ranges and the composite number of points corresponding to the five performance categories.

Measure		Target	Review	Satisfactory	Achieving	Excelling
Composite (Total Points)		0 - 19.99	20 - 27.99	28 - 54.99	55 - 64.99	65 - 100
Individual Measures	Achv Level Increase % of Goal*	< 5%	5% - 29.9%	30% - 59.9%	60% - 74.9%	75% or greater
	K-8 TVAAS NCE gain*	< -2.0	-2.0 - 0.99	1.0 - 4.99	5.0 - 7.49	7.5 or greater
	HS TVAAS SS gain*	< -5.0	-5.0 - -1.01	-1.0 - 3.99	4.0 - 7.99	8 or greater
	% Proficient/Adv*	< 20%	20% - 29.9%	30% - 59.9%	60% - 74.9%	75% - 100%
	Achievement Gap*	> 20%	12.1% - 20%	4.1% - 12%	0.1% - 4%	0% or less
	TELL TN Survey Favorability	< 60%	60% - 69.9%	70% - 79.9%	80% - 89.9%	90% - 100%
	Tripod Survey % of Points	< 25%	25% - 39.9%	40% - 54.9%	55% - 64.9%	65% - 100%
	K-8 ACT Projections	0 - 4.9%	5% - 9.9%	10% - 39.9%	40% - 59.9%	60% - 100%
	HS ACT 21+	0 - 9.9%	10% - 19.9%	20% - 49.9%	50% - 69.9%	70% - 100%
	Graduation Rate	< 65%	65% - 69.9%	70% - 79.9%	80% - 89.9%	90% - 100%

APF reporting will evolve, and assessments and state accountability measures will change over time (e.g., implementation of Common Core and PARCC assessments). However, we anticipate that the basic approach utilized in the APF will remain relatively stable. Despite future changes in curriculum and assessment, the Framework will continue to utilize a representative cross section of critical measures in order to evaluate whether schools are meeting performance standards and making progress with respect to such things as student academic achievement and growth, the achievement gap, and school culture.

1. K-8 ACADEMIC PROGRESS

- 1.a TVAAS mean NCE gain
(25% weight)
- 1.b TCAP mean achievement level increase as percent of target
(25% weight)

2. K-8 ATTAINMENT AND COLLEGE READINESS

- 2.a TCAP percent of students scoring proficient
(15% weight)
- 2.b Percent of students scoring proficient
(15% weight)

3. K-8 ACHIEVEMENT GAP

- 3.a Index based upon gap in TCAP percent proficient between subgroups
(5% weight)

4. K-8 SCHOOL CULTURE

- 4.a Educator perceptions (TELL TN Survey)
(5% weight)
- 4.b Parent perceptions
(5% weight)
- 4.c Student perceptions (Tripod Survey)
(5% weight)

5. HS ACADEMIC PROGRESS

- 5.a TVAAS mean score gain
(25% weight)
- 5.b Mean achievement level increase as percent of target
(25% weight)

6. HS ATTAINMENT AND COLLEGE READINESS

- 6.a Percent of students scoring proficient on EOC
(10% weight)
- 6.b Percent of students scoring 21 or above on ACT Composite
(10% weight)
- 6.c Percent of students graduating on-time with a regular diploma
(10% weight)

7. HS ACHIEVEMENT GAP

- 7.a Index based on EOC percent proficient between sub-groups
(5% weight)

8. HS SCHOOL CULTURE

- 8.a Educator perceptions (TELL TN Survey)
(5% weight)
- 8.b Parent perceptions
(5% weight)
- 8.c Student perceptions (Tripod Survey)
(5% weight)

Section II: Financial Performance

Indicators and Measures:

1. Near Term Indicators

- a. Current Ratio
- b. Unrestricted Days Cash
- c. Enrollment Variance
- d. Default

2. Sustainability Indicators

- a. Total Margin
- b. Debt to Asset Ratio
- c. Cash Flow
- d. Debt Service Coverage Ratio

1. NEAR TERM INDICATORS

1.a. Current Ratio:

(Working Capital Ratio): Current Assets divided by Current Liabilities

☐ Meets Standard

- Current Ratio is greater than or equal to 1.1, OR
- Current Ratio is between 1.0 and 1.1 and one-year trend is positive (current year ratio is higher than last year's)

Note: For schools in their first or second year of operation, the current ratio must be greater than or equal to 1.1.

☐ Does Not Meet Standard

- Current Ratio is between 0.9 and 1.0 or equal to 1.0, OR
- Current Ratio is between 1.0 and 1.1 and one-year trend is negative

☐ Falls Far Below Standard

Current ratio is less than or equal to 0.9

1.b. Unrestricted Days Cash:

Unrestricted Cash divided by ([Total Expenses minus Depreciation Expenses] divided by 365)

☐ Meets Standard

- 60 Days Cash, OR
- Between 30 and 60 Days Cash AND one-year trend is positive

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

☐ Does Not Meet Standard

- Days Cash is between 15 and 30 days, OR
- Days Cash is between 30 and 60 days AND one-year trend is negative

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

☐ Falls Far Below Standard

Less than 15 Days Cash

1.c. Enrollment Variance:

Actual Enrollment divided by Enrollment Projection in Charter School Board-Approved Budget

☐ Meets Standard

Enrollment Variance equals or exceeds 95% in the most recent year

☐ Does Not Meet Standard

Enrollment Variance is between 85% and 95% in the most recent year

☐ Falls Far Below Standard

Enrollment Variance is less than 85% in the most recent year

1.d. Default

☐ Meets Standard

School is not in default of loan covenant(s) and/or is not delinquent with debt service payments

☐ Does Not Meet Standard

School is in default of loan covenant(s), but has worked with lender(s) to restructure debt service payments

☐ Falls Far Below Standard

School is in default of loan covenant(s) and/or is delinquent with debt service payments

2. SUSTAINABILITY INDICATORS

2.a. Total Margin:

Net Income divided by Total Revenue and Aggregated Total Margin: Total 3 Year Net Income divided by Total 3 Year Revenues

☐ **Meets Standard**

- Aggregated Three-Year Total Margin is positive and the most recent year Total Margin is positive, OR
- Aggregated Three-Year Total Margin is greater than -1.5%, the trend is positive for the last two years, and the most recent year Total Margin is positive

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

☐ **Does Not Meet Standard**

Aggregated Three-Year Total Margin is greater than -1.5%, but trend does not meet standard

☐ **Falls Far Below Standard**

- Aggregated Three-Year Total Margin is less than or equal to -1.5%, OR
- The most recent year Total Margin is less than -10%

2.b. Debt to Asset Ratio:

Total Liabilities divided by Total Assets

☐ **Meets Standard**

Debt to Asset Ratio is less than 0.90

☐ **Does Not Meet Standard**

Debt to Asset Ratio is between 0.90 and 1.0

☐ **Falls Far Below Standard**

Debt to Asset Ratio is greater than 1.0

2.c. Cash Flow:

Multi-Year Cash Flow = (Year 3 Total Cash) minus (Year 1 Total Cash); One-Year Cash Flow = (Year 2 Total Cash) minus (Year 1 Total Cash)

☐ **Meets Standard**

- Multi-Year cumulative cash flow is positive and cash flow is positive each year, OR
- Multi-Year cumulative cash flow is positive, cash flow is positive in one of two years, and cash flow in the most recent year is positive

Note: For schools in their first or second year of operation, they must have positive cash flow.

☐ **Does Not Meet Standard**

Multi-Year cumulative cash flow is positive, but trend does not meet standard

☐ **Falls Far Below Standard**

Multi-Year cumulative cash flow is negative

2.d. Debt Service Coverage Ratio:

(Net Income + Depreciation + Interest Expense) divided by (Annual Principal, Interest, and Lease Payments)

☐ **Meets Standard**

Debt Service Coverage Ratio is equal to or exceeds 1.10

☐ **Does Not Meet Standard**

Debt Service Coverage Ratio is less than 1.10

☐ **Falls Far Below Standard**

Not Applicable

Section III: Organizational Performance

Indicators and Measures:

1. Education Program
 - a. Charter Terms
 - b. Compliance with Education Requirements
 - c. Students with Disabilities Rights
 - d. English Language Learner Rights
2. Financial Management and Oversight
 - a. Financial Reporting and Compliance Reporting
 - b. Generally Accepted Accounting Principles
3. Governance and Reporting
 - a. Governance Requirements
 - b. Accountability of Management
 - c. Reporting Requirements
4. Students and Employees
 - a. Rights of Students
 - b. Attendance
 - c. Credentialing
 - d. Employment Rights
 - e. Background Checks
5. School Environment
 - a. Facilities and Transportation
 - b. Health and Safety
 - c. Information Handling
6. Additional Obligations
 - a. All Other Obligations

1. EDUCATION PROGRAM

1.a Is the school implementing the essential terms of the education program as defined in the current charter agreement?

☐ **Meets Standard**

The school implemented the essential terms of the education program in all material respects. The education program in operation reflects the essential terms as defined in the charter agreement.

☐ **Does Not Meet Standard**

The school failed to implement its program in the manner described above; however, the school promptly came into compliance once the shortcoming(s) were identified.

☐ **Falls Far Below Standard**

The school failed to implement its program in the manner described above.

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

☐ **Meets Standard**

The school materially complies with applicable laws, rules, regulations, and provisions of the charter agreement relating to education requirements, including but not limited to:

- Instructional days or minutes requirements
- Graduation and promotion requirements
- Content standards, including Common Core
- State assessments
- Implementation of mandated programming as a result of state or federal funding

☐ **Does Not Meet the Standard**

The school failed to implement its program in the manner described above; however, the school promptly came into compliance once the shortcoming(s) were identified.

☐ **Falls Far Below Standard**

The school failed to implement its program in the manner described above.

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

☐ **Meets Standard**

Consistent with the school's status and responsibilities as either a Local Education Agency (LEA) or school in a district LEA, the school materially complies with applicable laws, rules, regulations, and provisions of the charter agreement (including the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act) relating to the treatment of students with identified disabilities and those suspected of having a disability, including but not limited to:

- Identification and referral
- Operational compliance including the academic program, assessments, discipline, and all other aspects of the school's program and responsibilities
- Discipline, including due process protections, manifestation determinations, and behavioral intervention plans
- Appropriately carrying out student Individualized Education Plans and Section 504 plans
- Access to the school's facility and program to students and parents in a lawful manner and consistent with students' abilities
- Securing of all applicable funding

☐ **Does Not Meet the Standard**

The school failed to implement its program in the manner described above; however, the school promptly came into compliance once the shortcoming(s) were identified.

☐ **Falls Far Below Standard**

The school failed to implement its program in the manner described above.

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

☐ **Meets Standard**

The school materially complies with applicable laws, rules, regulations, and provisions of the charter agreement (including Title III of the Elementary and Secondary Education Act (ESEA) and US Department of Education authorities) relating to English Language Learner requirements, including but not limited to:

- Required policies related to the service of ELL students
- Proper steps for identification of students in need of ELL services
- Appropriate and equitable delivery of services to identified students
- Appropriate accommodations on assessments
- Exiting of students from ELL services
- Ongoing monitoring of exited students

☐ **Does Not Meet the Standard**

The school failed to implement its program in the manner described above; however, the school promptly came into compliance once the shortcoming(s) were identified.

☐ **Falls Far Below Standard**

The school failed to implement its program in the manner described above.

2. FINANCIAL MANAGEMENT AND OVERSIGHT

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

☐ **Meets Standard**

The school materially complies with applicable laws, rules, regulations and provisions of the charter agreement relating to financial reporting requirements, including but not limited to:

- Complete and on-time submission of financial reports, including annual budget, revised budgets (if applicable), periodic financial reports as required by the authorizer, and any reporting requirements if the board contracts with an education service provider
- On-time submission and completion of the annual independent audit and corrective action plans, if applicable
- All reporting requirements related to the use of public funds

☐ **Does Not Meet the Standard**

The school failed to implement its program in the manner described above; however, the school promptly came into compliance once the shortcoming(s) were identified.

☐ **Falls Far Below Standard**

The school failed to implement its program in the manner described above.

2.b Is the school following Generally Accepted Accounting Principles?

☐ **Meets Standard**

The school materially complies with applicable laws, rules, regulations and provisions of the charter agreement relating to financial management and oversight expectations as evidenced by an annual independent audit, including but not limited to:

- An unqualified audit opinion
- An audit devoid of significant findings and conditions, material weaknesses, or significant internal control weaknesses
- An audit that does not include a going concern disclosure in the notes or an explanatory paragraph within the audit report

☐ **Does Not Meet the Standard**

The school failed to implement its program in the manner described above; however, the school promptly came into compliance once the shortcoming(s) were identified.

☐ **Falls Far Below Standard**

The school failed to implement its program in the manner described above.

3. GOVERNANCE AND REPORTING

3.a Is the school complying with governance requirements?

☐ **Meets Standard**

The school materially complies with applicable laws, rules, regulations and provisions of the charter agreement relating to governance by its board including but not limited to:

- Board policies, including those related to oversight of a charter management organization, if applicable
- Board by laws
- State open meetings law
- Code of ethics
- Conflicts of interest
- Board composition and/or membership rules (e.g. requisite number of qualified teachers; ban on employees or contracts serving on the board, etc.)
- Compensation for attendance at meetings

☐ **Does Not Meet the Standard**

The school failed to implement its program in the manner described above; however, the school promptly came into compliance once the shortcoming(s) were identified.

☐ **Falls Far Below Standard**

The school failed to implement its program in the manner described above.

3.b Is the school holding management accountable?

☐ **Meets Standard (Option 1)**

The school materially complies with applicable laws, rules, regulations and provisions of the charter agreement relating to oversight of school management (including, if applicable, a charter management organization). The board maintains authority over the management and holds it accountable for performance as agreed under a written performance agreement, including but not limited to:

- Agreed upon performance expectations (academic, financial, and operational, as applicable)
- Required annual financial report of the management organization, if applicable, OR

☐ **Meets Standard (Option 2)**

The school materially complies with applicable laws, rules, regulations and provisions of the charter agreement relating to oversight of school management, including but not limited to:

- (For Education Service Providers) maintaining authority over management, holding it accountable for performance as agreed under a written performance agreement, and requiring annual financial reports of the education service provider
- (For Others) oversight of management that includes holding it accountable for performance expectations which may or may not be agreed to under a written performance agreement

☐ **Does Not Meet the Standard**

The school failed to implement its program in the manner described above; however, the school promptly came into compliance once the shortcoming(s) were identified.

☐ **Falls Far Below Standard**

The school failed to implement its program in the manner described above.

3.c Is the school complying with reporting requirements?

☐ **Meets Standard**

The school materially complies with applicable laws, rules, regulations and provisions of the charter agreement relating to relevant reporting requirements to the school's authorizer, state education agency, district education department, and/or federal authorities, including but not limited to:

- Accountability tracking
- Attendance and enrollment reporting
- Compliance and oversight
- MNPS Board of Education EE 17 requirements
- Additional information requested by the authorizer

☐ **Does Not Meet the Standard**

The school failed to implement its program in the manner described above; however, the school promptly came into compliance once the shortcoming(s) were identified.

☐ **Falls Far Below Standard**

The school failed to implement its program in the manner described above.

4. LEGAL OBLIGATIONS: STUDENTS AND EMPLOYEES

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

☐ **Meets Standard**

The school materially complies with applicable laws, rules, regulations, and provisions of the charter agreement relating to the rights of students, including but not limited to:

- Policies and practices related to admissions, lottery, waiting lists, fair and open recruitment, and enrollment (including rights to enroll or maintain enrollment)
- The collection and protection of student information (that could be used in discriminatory ways or otherwise contrary to law)
- Due process protections, privacy, civil rights and student liberties requirements, including 1st Amendment protections and the Establishment Clause restrictions prohibiting public schools from engaging in religious instruction
- Conduct of discipline (discipline hearings and suspension and expulsion policies and practices).

☐ **Does Not Meet the Standard**

The school failed to implement its program in the manner described above; however, the school promptly came into compliance once the shortcoming(s) were identified.

☐ **Falls Far Below Standard**

The school failed to implement its program in the manner described above.

4.b Is the school meeting attendance goals?

☐ **Meets Standard**

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

☐ **Does Not Meet Standard**

The school failed to meet the school wide attendance goals in the manner described above.

☐ **Falls Far Below Standard**

The school failed to meet the school wide attendance goals in the manner described above and its attendance rates were more than 10 percentage points below the state's attendance rates.

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

☐ **Meets Standard**

The school materially complies with applicable laws, rules, regulations, and provisions of the charter agreement (including the federal Highly Qualified Teacher and Paraprofessional requirements within Title II of the ESEA) relating to state certification requirements. The school ensures that only appropriately credentialed and/or otherwise qualified staff are employed by the school in ways that are consistent with their expertise.

☐ **Does Not Meet the Standard**

The school failed to implement its program in the manner described above; however, the school promptly came into compliance once the shortcoming(s) were identified.

☐ **Falls Far Below Standard**

The school failed to implement its program in the manner described above.

4.d Is the school respecting employee rights?

☐ **Meets Standard**

The school materially complies with applicable laws, rules, regulations and provisions of the charter agreement relating to employment considerations, including those relating to the Family Medical Leave Act, the Americans with Disabilities Act and employment contracts. The school does not interfere with employees' rights to organize collectively or otherwise violate staff collective bargaining rights.

☐ **Does Not Meet the Standard**

The school failed to implement its program in the manner described above; however, the school promptly came into compliance once the shortcoming(s) were identified.

☐ **Falls Far Below Standard**

The school failed to implement its program in the manner described above.

4.e Is the school completing required background checks?

☐ **Meets Standard**

The school materially complies with applicable laws, rules, regulations, and provisions of the charter agreement relating to background checks of all applicable individuals (including staff and members of the charter community, where applicable).

☐ **Does Not Meet the Standard**

The school failed to implement its program in the manner described above; however, the school promptly came into compliance once the shortcoming(s) were identified.

☐ **Falls Far Below Standard**

The school failed to implement its program in the manner described above.

5. LEGAL OBLIGATIONS: SCHOOL ENVIRONMENT

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

☐ **Meets Standard**

The school materially complies with applicable laws, rules, regulations and provisions of the charter agreement relating to the school facilities, grounds, and transportation, including but not limited to:

- Fire inspections and related records
- Viable certificate of occupancy or other required building use authorization
- Documentation of requisite insurance coverage
- Student transportation

☐ **Does Not Meet the Standard**

The school failed to implement its program in the manner described above; however, the school promptly came into compliance once the shortcoming(s) were identified.

☐ **Falls Far Below Standard**

The school failed to implement its program in the manner described above.

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

☐ **Meets Standard**

The school materially complies with applicable laws, rules, regulations and provisions of the charter agreement relating to safety and the provision of health related services, including but not limited to:

- Appropriate nursing services and dispensing of pharmaceuticals
- Food services requirements
- Other district resources, if applicable
- Security measures in place for extraordinary circumstances (school security hired, written evacuation procedures, lock-down procedures, evidence of practice drills, crisis team identified and trained)

☐ **Does Not Meet the Standard**

The school failed to implement its program in the manner described above; however, the school promptly came into compliance once the shortcoming(s) were identified.

☐ **Falls Far Below Standard**

The school failed to implement its program in the manner described above.

5.c Is the school handling information appropriately?

☐ **Meets Standard**

The school materially complies with applicable laws, rules, regulations and provisions of the charter agreement relating to security, including but not limited to:

- Maintain the security of and provide access to student records under the Family Educational Rights and Privacy Act and other applicable authorities
- Access to documents maintained by the school under the state's freedom of information law and other applicable authorities
- Transfer of student records
- Proper and secure maintenance of testing materials

☐ **Does Not Meet the Standard**

The school failed to implement its program in the manner described above; however, the school promptly came into compliance once the shortcoming(s) were identified.

☐ **Falls Far Below Standard**

The school failed to implement its program in the manner described above.

6. ADDITIONAL OBLIGATIONS

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

☐ **Meets Standard**

The school materially complies with all other material legal, statutory, regulatory, or contractual requirements contained in its charter agreement that are not otherwise explicitly stated herein, including but not limited to requirements from the following sources:

- Consent decrees
- Intervention requirements by the authorizer
- Requirements by other entities to which the charter school is accountable (e.g. state education agency)

☐ **Does Not Meet the Standard**

The school failed to implement its program in the manner described above; however, the school promptly came into compliance once the shortcoming(s) were identified.

☐ **Falls Far Below Standard**

The school failed to implement its program in the manner described above.



CERTIFICATE OF LIABILITY INSURANCE

ROCKE-1

OP ID: LM

DATE (MM/DD/YYYY)

09/17/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Archway-Clayton Ins Agency Inc 0D63171 1731 Technology Dr., Ste., 250 San Jose, CA 95110 Robert Garza	CONTACT NAME: Robert Garza PHONE (A/C, No, Ext): 408-441-2000 FAX (A/C, No): 408-441-1982 E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Philadelphia Insurance Compani</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Insurance Compani		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Rocketship Education A California Corp 350 Twin Dolphin Dr. #109 Redwood City, CA 94065															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR Educators Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	PHPK1200974	07/01/2014	07/01/2015	EACH OCCURRENCE \$
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$				
		MED EXP (Any one person) \$				
		PERSONAL & ADV INJURY \$				
	GENERAL AGGREGATE \$ 1,000,000					PRODUCTS - COMP/OP AGG \$
						Prof Ded \$ 1,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000		PHUB466547	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 15,000,000
		AGGREGATE \$ 15,000,000				
		\$				
		\$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Verification of Educators Professional Liability

CERTIFICATE HOLDER**CANCELLATION****METR-11**

Metropolitan Government
800 2nd Ave N
Nashville, TN 37210

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Arda J. Montagano



CERTIFICATE OF LIABILITY INSURANCE

ROCKE-1

OP ID: LM

DATE (MM/DD/YYYY)

09/16/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Archway-Clayton Ins Agency Inc 0D63171 1731 Technology Dr., Ste., 250 San Jose, CA 95110 Robert Garza	CONTACT NAME: Robert Garza PHONE (A/C, No, Ext): 408-441-2000 FAX (A/C, No): 408-441-1982 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Insurance Company		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Philadelphia Insurance Company															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Rocketship Education A California Corp 350 Twin Dolphin Dr. #109 Redwood City, CA 94065															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000		PHUB466547	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Directors & Office		PHSD958063	07/01/2014	07/01/2015	Underlyin Retention 1,000,000 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Verification of Insurance

CERTIFICATE HOLDER**CANCELLATION**

Metropolitan Government
 800 2nd Ave. N
 Nashville, TN 37210

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Andie J. Montagano

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/05/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Archway-Clayton Ins Agency Inc 0D63171 1731 Technology Dr., Ste., 250 San Jose, CA 95110 Robert Garza		CONTACT NAME: Robert Garza PHONE (A/C, No, Ext): 408-441-2000 FAX (A/C, No): 408-441-1982 E-MAIL ADDRESS:	
INSURED Rocketship Education 350 Twin Dolphin Dr. #109 Redwood City, CA 94065		INSURER(S) AFFORDING COVERAGE INSURER A: The Hartford INSURER B: Philadelphia Insurance Compani INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 34690	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					
B	<input type="checkbox"/> Professional Liab	X	PHPK1200974	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 1,000,000
B	<input type="checkbox"/> Sexual Molestatio		PHPK1200974	07/01/2014	07/01/2015	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:		PHPK1200974	07/01/2014	07/01/2015	MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:					GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY		PHPK1200974	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	X				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					\$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	X	PHUB466547	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 15,000,000
	<input type="checkbox"/> EXCESS LIAB					AGGREGATE \$ 15,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10000					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		57WEGE1452	07/02/2014	07/02/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
B	Money & Securities		PHPK1200974	07/01/2014	07/01/2015	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Employee Dishonest		PHPK1200974/PHSD950124	07/01/2014	07/01/2015	5,000 Ded 600,000
						VRS Ded 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Metropolitan Government, its officials, employees, and volunteers are named as additional insured as respects general liability and insured's policy is primary. All as per additional insured endorsement form FIGLDVS (01/08) attached. Contractual Liability included as per CG0001 and FIGLDVS (01/08) attached.

CERTIFICATE HOLDER**CANCELLATION**

METR-11 Metropolitan Government 800 2nd Ave N Nashville, TN 37210	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Shonda J. Montagano</i>
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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES**COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY****1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
 - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.
- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS**1. Insuring Agreement**

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments; but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

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

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

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

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

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

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

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

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

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication; provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

- (a) When all of the work called for in your contract has been completed.
- (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT
SCHOOLS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Damage to Premises Rented to You	\$300,000	2
Extended Property Damage	Included	2
Non-Owned Watercraft	Less than 58 feet	2
Supplementary Payments – Bail Bonds	\$2,500	2
Supplementary Payment – Loss of Earnings	\$500 per day	2
Medical Payments	\$15,000	3
Medical Payments-Extended Reporting Period	3 years	3
Employee Indemnification Defense Coverage for Employee	\$25,000	3
Additional Insured – Medical Directors and Administrators	Included	3
Additional Insured – Managers and Supervisors	Included	3
Additional Insured – Broadened Named Insured	Included	3
Additional Insured – Funding Source	Included	3
Additional Insured – Managers or Lessors of Premises	Included	4
Additional Insured – By Contract, Agreement or Permit	Included	4
Additional Insured -- Broad Form Vendors	Included	4
General Aggregate – Per Campus	Included	5
Duties in the Event of Occurrence, Claim or Suit	Included	6
Other Insurance – Primary Additional Insured	Included	6
Other Insurance - You Are An Additional Insured On Another Person's Or Organization's Policy.	Included	7
Unintentional Failure to Disclose Hazards	Included	8
Liberalization	Included	8
Bodily Injury – includes Mental Anguish	Included	8
Personal and Advertising Injury – Includes Abuse of Process, Discrimination	Included	8
Transfer of Rights of Recovery Against Others To Us	Clarification	8
Science Laboratory "Occurrence"	\$50,000	9
Medical Incident Liability-Nurse and Athletic Trainer	Included	9

A. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
 - a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. Exclusions;
 - b. **SECTION III - LIMITS OF INSURANCE**, Paragraph 6.;
 - c. **SECTION V – DEFINITIONS**, Paragraph 9.a.
2. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the words "Fire insurance" are changed to "insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
 - a. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. Other Insurance, Paragraph b. Excess Insurance
3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:
 - a. \$300,000; or
 - b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

B. Extended "Property Damage"

SECTION I - COVERAGES. COVERAGE A, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph a. is deleted and replaced by the following:

- a. **Expected or Intended Injury**
 "Bodily Injury" or "Property Damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g. (2) is amended to read as follows:

- (2) A watercraft you do not own that is:
 - (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Supplementary Payments

Under the **SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** provision, Items 1.b. and 1.d.

are amended as follows:

1. The limit for the cost of bail bonds is changed from \$250 to \$2,500; and
2. The limit for loss of earnings is changed from \$250 a day to \$500 a day.

E. Medical Payments - Limit Increased to \$15,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
 - a. \$15,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. **SECTION I - COVERAGE, COVERAGE C MEDICAL PAYMENTS, Subsection 1. Insuring Agreement**, the second part of Paragraph a. is amended to read:

provided that:

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

F. Employee Indemnification Defense Coverage

Under the **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** provision, the following is added:

3. We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees", claims or "suits" brought or persons or organizations making claims or bringing "suits".

G. SECTION II - WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph 3.a. is changed to read:
 - a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
 - a. **Medical Directors and Administrators** - Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such.
 - b. **Managers and Supervisors** - If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors.
 - c. **Broadened Named Insured** - Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
 - d. **Funding Source** - Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or

- (2) Premises they own, maintain or control while you lease or occupy these premises. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
- e. **Managers or Lessors of Premises** - Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased to you subject to the following additional exclusions:
This insurance does not apply to:
- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- f. **By Contract, Agreement or Permit** - Any person or organization with whom you agreed, because of a written contract or agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your operations, "your work" or facilities owned or used by you.
- (1) This provision does not apply:
 - (a) Unless the written contract or agreement has been executed or permit has been issued prior to the "bodily injury," "property damage," "personal and advertising injury";
 - (b) To any person or organization included as an insured under g. Broad Form Vendors below; or
 - (c) To any person or organization included as an insured by an endorsement issued by us and made a part of this Coverage Part.
 - (2) When an engineer, architect or surveyor becomes an insured under this Coverage Part, the following additional exclusion applies:
 - (a) "Bodily injury," "property damage," "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (i) The preparing, approving, or failing to approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (ii) Supervisory, inspection, or engineering services.
 - (3) When a lessor of leased equipment becomes an insured under this Coverage Part, the following additional exclusions apply:
 - (a) To any "occurrence" which takes place after the equipment lease expires; or
 - (b) To "bodily injury" or "property damage" arising out of the sole negligence of the lessor.
 - (4) When owners or other interests from whom land has been leased become an insured under this Coverage Part, the following additional exclusions apply:
 - (a) Any "occurrence" which takes place after you cease to lease that land; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of the owners or other interests from whom land has been leased.
- g. **Broad Form Vendors** - Any person or organization with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions.
- (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing or substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- (2) This provision does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 - (3) This provision does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Coverage Part.
 - (4) This provision does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Coverage Part or by endorsement.

H. Per Campus -- General Aggregate

1. **SECTION III – LIMITS OF INSURANCE**, Paragraph 2., is amended to the following:

The General Aggregate limit is the most we will pay:

- a. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and for all medical expenses caused by accidents under **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS** which can be attributed only to operations at a single designated "campus" shown in the Declarations.
 - (1) A separate General Aggregate Limit is applicable to each single designated "campus" shown in the Declarations and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - (2) The General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
 - (a) Insureds;
 - (b) Claims made or "suits" brought; or
 - (c) Persons or organizations making claims or bringing "suits".
 - (3) Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the General Aggregate Limit for that designated "campus". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other General Aggregate Limit for any other designated "campus" shown in the Declarations.
 - (4) The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable single designated "campus" General Aggregate Limit.

2. **SECTION V – DEFINITIONS** is amended by adding the following:

"Campus" is defined as premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

I. Duties in the Event of Occurrence, Claim or Suit

1. The requirement in Paragraph 2.a. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense, applies only when the "occurrence" or offense is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An executive officer or insurance manager, if you are a corporation.
2. The requirement in Paragraph 2.b. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An executive officer or insurance manager, if you are a corporation.

J. Other Insurance - Primary Additional Insured

1. If the written contract or agreement or permit requires this Insurance to be primary for any person or organization with whom you agree to include in **SECTION II - WHO IS AN INSURED**, then **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. **Other Insurance** is replaced by the following:

If other valid and collectible insurance is available for a loss we cover under **COVERAGE A** of this Coverage Part, our obligations are limited as follows:

- a. **Primary Insurance** - This insurance is primary. We will not seek contributions from other insurance available to the person or organization with whom you agree to include in **SECTION II - WHO IS AN INSURED**, except when 2. below applies.
- b. **Excess Insurance** - This insurance is excess over any of the other insurance whether primary, excess, contingent or any other basis:
 - (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (2) That is Fire, lightning or explosion insurance for premises rented to you; or temporarily occupied by you with permission of the owner; or
 - (3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION I - COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph g.

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

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

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all other insurance.

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

- c. Method of Sharing - If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any or the other Insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's contribution is based on the ratio of its applicable limits of insurance of all insurers.

2. This provision only applies with respect to your operations, "your work" or facilities owned or used by you.

K. Other Insurance – You Are An Additional Insured On Another Person's Or Organization's Policy

If you are an Insured under **SECTION II - WHO IS AN INSURED**, then **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. **OTHER INSURANCE**, Paragraph b. **Excess Insurance** is replaced by the following:

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

1. That is Fire, Extended Coverage, Builders Risk, Installation Risk or similar coverage for "your work";
2. That is Fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
3. If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph g.; or
4. When any of the Named Insureds, under this Coverage Part, are additional insureds under a commercial general liability policy or similar insurance of another party.

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

When this insurance is excess or other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

1. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
2. The total of all deductible and self-insured amounts under all that other insurance.

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

L. Unintentional Failure To Disclose Hazards

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

M. Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

N. Bodily Injury - Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. is changed to read:

“Bodily Injury”:

- a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

O. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of “personal and advertising injury” is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14. b. is revised to read:
 - b. Malicious prosecution or abuse of process:
2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended to include the following:

“Personal Injury” also means discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured; or
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured; or
- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

P. Transfer of Rights of Recovery Against Others To Us

As a clarification, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 8. **Transfer of Rights of Recovery Against Others To Us**:

Therefore, the Insured can waive the insurer's Rights of Recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

Q. Science Laboratory "Occurrence"

SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph f. does not apply to any "bodily injury" or "physical damage" arising out of a fire or "occurrence" in any of your science laboratories while teaching is being conducted in that laboratory, subject to a \$50,000 per policy limit.

R. Medical Incident Liability-Nurse and Athletic Trainer

1. **SECTION II – WHO IS AN INSURED**, Subparagraph 2.a. (1) (d) is deleted and replaced by the following:

(d) Arising out of his or her providing or failing to provide professional medical services. This paragraph does not apply to a registered or practical nurse or athletic trainer, while acting within the scope of his or her duties for the Named Insured and arising out of a "medical incident".

2. **SECTION V – DEFINITIONS**, 13. is deleted and replaced by the following:

"Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, and "medical incident".

3. The following definition is added to **SECTION V – DEFINITIONS**:

"Medical Incident" means any act or omission in the furnishing or failure to furnish professional medical services by the insured or any person acting under the personal direction, control, or supervision of the Insured. Any such act or omission together with all related acts or omissions in the furnishing of such services to any one person shall be considered one "medical incident".

"Medical incident" does not include any actual, alleged or threatened emotional, physical, or sexual abuse of any patient or professional medical services recipient.

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<p>Gary Appenfelder</p> <p>gary.appenfelder@mnps.org</p> <p>Director of Purchasing</p> <p>Metro Nashville Public Schools</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered ID:</p>	<p>DocuSigned by:</p> <p><i>Gary Appenfelder</i></p> <p>1D95DBCC06C3472...</p> <p>Using IP Address: 96.4.9.1</p>	<p>Sent: 12/8/2014 7:26:17 PM CT</p> <p>Viewed: 12/9/2014 7:54:22 AM CT</p> <p>Signed: 12/9/2014 7:55:17 AM CT</p>
<p>Carol Swann</p> <p>carol.swann@mnps.org</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 10/6/2013 8:03:14 PM CT ID: 1b96d20b-cd88-41af-907f-255f879d34fb</p>	<p>DS</p> <p>CS</p> <p>Using IP Address: 96.4.9.1</p>	<p>Sent: 12/9/2014 7:55:22 AM CT</p> <p>Viewed: 12/9/2014 8:59:16 AM CT</p> <p>Signed: 12/9/2014 8:59:28 AM CT</p>
<p>Alan Coverstone</p> <p>Alan.Coverstone@mnps.org</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 10/25/2013 5:50:07 AM CT ID: 2ce94c6e-942e-470a-b388-82ba8c7eb463</p>	<p>DS</p> <p>AC</p> <p>Using IP Address: 96.4.9.1</p>	<p>Sent: 12/9/2014 8:59:33 AM CT</p> <p>Viewed: 12/9/2014 9:29:24 AM CT</p> <p>Signed: 12/9/2014 9:39:31 AM CT</p>

Signer Events	Signature	Timestamp
<p>Glenda Gregory Glenda.gregory@mnps.org Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 10/3/2013 10:38:22 AM CT ID: 7aab87f9-6f08-4aa4-9d95-b16b2beb02a7</p>	<p> DS GG</p> <p>Using IP Address: 96.4.9.1</p>	<p>Sent: 12/9/2014 9:39:36 AM CT Viewed: 12/9/2014 11:23:57 AM CT Signed: 12/9/2014 11:24:36 AM CT</p>
<p>Jay steele Jay.Steele@mnps.org Chief Academic Officer Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 12/9/2014 1:14:58 PM CT ID: 1d2b6553-53ca-4dea-bbf0-b47cdc952b2a</p>	<p> DocuSigned by: Jay Steele 5F3B12EE0E7C487...</p> <p>Using IP Address: 96.4.9.1</p>	<p>Sent: 12/9/2014 9:39:36 AM CT Viewed: 12/9/2014 1:14:58 PM CT Signed: 12/9/2014 1:15:08 PM CT</p>
<p>Chris Henson chris.henson@mnps.org CFO Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 10/6/2013 8:41:36 PM CT ID: 51a69a5d-a0b4-4155-bc59-1cfd0c183010</p>	<p> DocuSigned by: Chris Henson E7455D2A3FD74A4...</p> <p>Using IP Address: 96.4.9.1</p>	<p>Sent: 12/9/2014 1:15:13 PM CT Viewed: 12/9/2014 1:21:25 PM CT Signed: 12/9/2014 1:22:09 PM CT</p>
<p>Brad Wyatt brad.wyatt@mnps.org Contract Officer Metro Nashville Public Schools Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered ID:</p>	<p>Completed</p> <p>Using IP Address: 96.4.9.1</p>	<p>Sent: 1/15/2015 11:29:19 AM CT Viewed: 1/15/2015 11:29:49 AM CT Signed: 1/15/2015 11:30:01 AM CT</p>
<p>Sharon Dixon Gentry cameo.bobo@mnps.org Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 12/10/2014 8:24:09 AM CT ID: 8a536d0f-7c22-4120-9ee8-9e6c4b27a0bb</p>	<p> DocuSigned by: Sharon Dixon Gentry 99556DC07EDF4A0...</p> <p>Using IP Address: 96.4.9.1</p>	<p>Sent: 12/9/2014 1:22:15 PM CT Viewed: 12/10/2014 8:24:09 AM CT Signed: 12/10/2014 8:24:19 AM CT</p>
<p>Chinita White Chinita.White@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 11/18/2013 11:18:21 AM CT ID: 46dcd694-ee3f-43ce-8974-163755b4219c</p>	<p> DS CW</p> <p>Using IP Address: 170.190.198.190</p>	<p>Sent: 1/15/2015 11:30:07 AM CT Viewed: 1/15/2015 4:13:33 PM CT Signed: 1/15/2015 4:13:50 PM CT</p>

Signer Events	Signature	Timestamp
<p>Talia Lomax-O'dneal talialomaxodneal@nashville.gov test title Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 1/15/2015 5:52:15 PM CT ID: f3050c3e-f992-4784-a827-c4351ca1e010</p>	 <p>Using IP Address: 68.52.116.150</p>	<p>Sent: 1/15/2015 4:13:57 PM CT Viewed: 1/15/2015 5:52:15 PM CT Signed: 1/15/2015 5:52:30 PM CT</p>
<p>Richard M. Riebeling Richard.riebeling@nashville.gov Director of Finance Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 1/16/2015 7:14:48 AM CT ID: 39ca2981-d176-4322-8316-e8ea208744c1</p>	 <p>Using IP Address: 170.190.198.100</p>	<p>Sent: 1/15/2015 5:52:37 PM CT Viewed: 1/16/2015 7:14:48 AM CT Signed: 1/16/2015 7:14:56 AM CT</p>
<p>Sally Palmer Sally.Palmer@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 1/16/2015 11:06:37 AM CT ID: ccf76fa5-e4cf-4a39-b3a0-031e9eeb1f48</p>	<p>Completed</p> <p>Using IP Address: 170.190.198.100</p>	<p>Sent: 1/16/2015 7:15:02 AM CT Viewed: 1/16/2015 11:06:37 AM CT Signed: 1/16/2015 11:08:40 AM CT</p>
<p>Balogun Cobb Balogun.cobb@nashville.gov Insurance Division Manager Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 12/16/2013 9:15:56 AM CT ID: f09ba54f-35ed-45e3-b42c-7144f4e60a8d</p>	 <p>Using IP Address: 170.190.198.144</p>	<p>Sent: 1/16/2015 11:08:47 AM CT Viewed: 1/16/2015 3:35:35 PM CT Signed: 1/16/2015 3:44:34 PM CT</p>
<p>Mark Murray mark.murray@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 1/20/2015 9:28:40 AM CT ID: 121d4275-5a52-45cf-ab0d-e33c1a1552be</p>	 <p>Using IP Address: 170.190.198.144</p>	<p>Sent: 1/16/2015 3:44:41 PM CT Viewed: 1/20/2015 9:28:40 AM CT Signed: 1/20/2015 9:31:43 AM CT</p>
<p>Shannon Hall Marlene.fuller@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 1/20/2015 9:53:51 AM CT ID: c2c8e0c6-0304-48f5-ab7f-dd00523f2efe</p>	 <p>Using IP Address: 170.190.198.100</p>	<p>Sent: 1/20/2015 9:31:54 AM CT Viewed: 1/20/2015 9:53:51 AM CT Signed: 1/20/2015 9:54:01 AM CT</p>

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
D'Andre Walker dwalker@rsed.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:	COPIED	Sent: 12/8/2014 12:53:29 PM CT Viewed: 12/8/2014 3:21:39 PM CT
Peggy Winstead peggy.winstead@mnps.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:	COPIED	Sent: 12/9/2014 1:15:14 PM CT Viewed: 12/9/2014 1:22:06 PM CT
Sally Palmer Sally.Palmer@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 1/20/2015 9:12:01 AM CT ID: ce75f6d0-a72c-4bee-a604-ab454d25cabb	COPIED	Sent: 1/20/2015 9:31:50 AM CT Viewed: 1/20/2015 9:46:14 AM CT
Notary Events		Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/20/2015 9:31:54 AM CT
Certified Delivered	Security Checked	1/20/2015 9:53:51 AM CT
Signing Complete	Security Checked	1/20/2015 9:54:01 AM CT
Completed	Security Checked	1/20/2015 9:54:01 AM CT
Electronic Record and Signature Disclosure		

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Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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