

CHARTER AGREEMENT

This Charter Agreement is entered into by and between the Metropolitan Board of Public Education for Nashville and Davidson County (the Chartering Authority) and Nashville Classical Charter School. 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 July 9, 2013.

This contract consists of the following documents:

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

For purposes of this agreement, "Charter School" refers to the Sponsor or, once the Governing Body assumes operational and management responsibility for the school, the Governing Body. The terms Charter School, Sponsor and Governing Body are used interchangeably herein.

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 public charter schools; and

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

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

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

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

1. General Terms

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

As required by TCA § 49-13-110, this Charter Agreement includes all components of the Sponsor's Application, which is incorporated herein by reference and attached hereto as Exhibit 1.

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

1.2. Effective Date. This Agreement shall be effective immediately following signature by the 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 of Charter School for instruction, unless earlier terminated or renewed pursuant to the terms of this Agreement.

1.3 Pre Opening Process. Upon approval by the Metropolitan Nashville Public School Board of Education the Pre-Opening process will be sent to the sponsor outlining specific actions that must be put in place during the planning year and completed prior to opening with students. If the pre-opening process is substantially incomplete at the time of inspection, MNPS may decide not to open the school until it has completed all pre-opening steps under TCA 49-13-111 and TCA 49-13- 113.

1.4 Charter School Performance. The operation of the Charter School by the Governing Body shall be subject to the terms and conditions of this Charter Agreement and the Act. Decisions by the Chartering Authority regarding renewal or revocation of the Charter Agreement shall be based upon applicable laws and rules, this Agreement and/or the academic, organizational and financial Performance Frameworks incorporated into this Agreement as Exhibit 3.

The Chartering Authority shall have broad oversight authority over the Charter School and may take all reasonable steps necessary to oversee the Charter School's academic, organizational and financial performance, including compliance with this Agreement and applicable law. This oversight authority includes the right to visit, examine and inspect the

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

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

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

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

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

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

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

1.5 Location. The Charter School is located at 217 South Tenth Street, Nashville, Tn, 37206. If the School is located at a site controlled by the Chartering Authority, the use of such site shall be subject to and governed by a Facilities Agreement between the Parties.

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

2. Charter School 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 enrollment of 450. Increases in total enrollment numbers greater than 5% or 25 students, whichever is less, constitute material changes in this Charter Agreement, and are not permitted unless formal amendment to this Charter Agreement is secured in advance according to the provisions outlined

in TCA § 49-13-110(b). Reductions in 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 preference 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” students from including a child in 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	K	108
Year 2	K-1	162
Year 3	K-2	216
Year 4	K-3	262
Year 5	K-4	295
Year 6	K-5	346
Year 7	K-6	383
Year 8	K-7	418
Year 9	K-8	450
Year 10	K-8	415

2.2. Academic Program. The Charter School shall operate the academic program in accordance with the charter agreement and applicable 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 and MNPS district 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 Chartering Authority's direct-run schools. Additionally, the Chartering Authority will oversee procedural compliance with federal and state law and regulations concerning accommodation of and education of students with disabilities.

The Chartering Authority shall collaborate with the Charter School in the same manner in which it works with its other schools in the identification and referral process, and in conducting initial evaluations for exceptional education. The Chartering Authority shall notify the Charter School if an enrolling student has an existing IEP and the Chartering Authority shall provide the Charter School with such records within 10 days of receipt of a request by the Charter School for the records.

2.3.2. Responsibility of the Charter School. The Charter School shall have an effective educational model for the delivery of exceptional education services that complies with federal and state law. Once a student has been identified as eligible for exceptional education services, the Charter School assumes responsibility for the provision of services, development and implementation of individualized education programs (IEPs), etc. Exceptional education services at the Charter School will be delivered by individuals or agencies licensed and/or qualified to provide exceptional education services required by Tennessee law and the IDEA. Charter School staff may participate in any Chartering Authority professional development related to exceptional education or the provision of services pursuant to Section 504. Whenever possible and appropriate consistent with a child's IEP, Charter School will deliver special education services in an inclusion setting.

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

2.3.3. Costs for Exceptional Education. The Chartering Authority is financially responsible for child find including student identification and initial assessment expenses. Once a student has been determined eligible for special education services and has an individualized educational 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 student IEPs. 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 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 cost reimbursement received from the state for such students at the Charter School.

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

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

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

2.4. English Language Learners. The Charter School shall address the needs of English Language Learner (ELL) students pursuant to applicable federal and state laws and regulations (including Title III of the Elementary and Secondary Education 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 of 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 such access to any student in 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 (Chancery 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 quarter dashboard is due to the Chartering Authority

Quarter	Withdrawal	Transfer	Suspension	Expulsion
Q1				
Q2				
Q3				
Q4				

3. Staffing

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

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

4. Facility

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

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

5. Food Service

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

6. Transportation

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

7. Insurance

The Charter School shall maintain the following insurance:

- a. General Liability/Automobile Liability Policy: must be equal to or greater than \$5,000,000. This insurance shall be primary insurance. Any insurance or self-insurance programs covering the Metropolitan Government, its officials, employees, and volunteers shall be in excess of this insurance and shall not contribute to it. The first one million dollars must be with a company licensed to do business in the state of Tennessee. The remaining \$4,000,000 can be covered under an excess liability policy (also known as an "umbrella" policy). The policy must name the Metropolitan Government as an additional insured. The policy must cover contractual liability. Automobile coverage shall cover vehicles owned, hired, and non-owned.
- b. Professional Liability Policies: Directors and Officers Policy equal to or greater than \$5,000,000. Teachers Professional Liability Policy equal to or greater than \$1,000,000.
- c. Workers Compensation and Employers Liability Policy: The amount of coverage required for Workers Compensation is determined by statute. Sponsor must comply with state statutes. Employers Liability must be a minimum of \$100,000.
- d. Property and Boiler Insurance Policy: If the Charter School purchases the property that will be used by the Charter School, it shall purchase "all risks" property and boiler insurance. Insurance shall be for the full replacement cost of the property and contents with no coinsurance penalty provision.
- e. Sexual Abuse: \$1,000,000 required coverage
- f. Metropolitan Government shall be named as an additional insured on the charter school insurance policy

Certificates of insurance, in a form satisfactory to the Chartering Authority, evidencing coverage shall be provided to the Chartering Authority prior to commencement of performance of this Charter Agreement. Throughout the term of this Charter Agreement, Sponsor shall provide updated certificates of insurance upon expiration of the current certificates.

8. Governance

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

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

The Charter School shall comply with all applicable provisions of the Tennessee Open Meetings Act, including with regard to the scheduling of Governing Body meetings, meeting agendas, public notice of meetings, and records of those meetings. At the start of each school year the Charter School shall provide to the Chartering Authority a schedule of Governing Body 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 receiving and addressing complaints or grievances directed toward the Charter School or its employees and will make those policies available to students, parents/guardians, employees and any other persons who request it. If grievances persist following the actions of the Governing Body, those complaints will be investigated and resolved by the Chartering Authority. Investigation and sanctions by the Chartering Authority are limited to alleged violations of laws or the Charter Agreement.

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

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

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

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 the 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 professional development service). Failure of the Charter School to enter such an agreement shall not be grounds for revocation or non-renewal of this Agreement.

9.3. Tuition. The Charter School shall not charge tuition, except to students residing outside the LEA enrolling in the Charter School pursuant to the enrollment requirements of T.C.A. 49-13-113 and the Chartering Authority's out of district transfer policy (and said policy's tuition limit).

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

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

9.5. 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) funds through the Chartering Authority, the Charter School must demonstrate (if not already demonstrated in the application) the existence of appropriate governance and managerial procedures and financial controls including

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

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

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

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

10. Amendments

Pursuant to T.C.A. § 49-13-110, petitions to amend this Agreement shall follow the timelines established in T.C.A. § 49-13-108 for approval or denial by the Chartering Authority and appeal to the state board of education. Any petitions for amendment must be submitted to

the Chartering Authority on or before April 1 each year. An amendment shall not become effective, and the Charter School may not take action or implement the change requested in the amendment until the amendment is approved by the Chartering Authority.

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

- Changes to any Material Term of this Charter Agreement as set forth in Exhibit 5.
- Changes in the Charter School's mission;
- Changes in school location (change of site and/or adding or deleting sites);
- Changes in method(s) used to measure pupil progress;
- 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) 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.

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.

11.1. Renewal. Pursuant to T.C.A. § 49-13-121, the Charter School may apply for renewal of this Charter Agreement by application submitted no later than October 1 of the year preceding the year in which this Agreement expires and in accordance with MNPS renewal policies. The Agreement may be renewed without modification, except for the incorporation by attachment of the approved renewal application. The Parties may also amend the Agreement as part of the renewal process. Any proposed amendments to the Agreement that are rejected by one of the Parties shall constitute 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 TCA § 49-13-121 and 122.

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

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

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

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

- timely notification of parents and teachers of the closure decision;
- securing student records and transporting them to the chartering authority
- assisting in placing students in appropriate schools;
- managing all financial records consistent with the Chartering Authority's school closure requirements and policies; and
- disposal of school assets in accordance with the Act and this Agreement.

Dissolution of the Charter School following revocation or non-renewal shall comply with TCA § 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.

11. 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:

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

12. Contract Construction

12.1. 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.

12.2. 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 Charter.

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

12.3. 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 the Parties shall supplement or explain any terms used in this document. The Parties recognize that amendments to this Agreement may be executed from time to time hereafter.

12.4. Survival of Representations and Warranties

All representations and warranties hereunder shall be deemed to be material and relied upon by the Parties with or to whom the same were made, notwithstanding any investigation or inspection made by or on behalf of such Party or Parties. The representations and warranties covered in this Agreement will survive the termination or expiration of this Agreement.

12.5. 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.

12.6. Authority. The individual officers, agents and employees of the parties hereto who execute this Agreement do hereby individually represent and warrant that they have full power and lawful authority to execute this Agreement.

12.7. 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 acknowledgment of receipt, or three (3) days after mailing when sent by certified mail, postage prepaid.

12.8 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
Addr: 2601 Bransford Avenue
Nashville, TN 37204
Phone: (615) 259-8533
E-mail addr: Brad.wyatt@mnps.org

b) Notices to Contractor shall be sent to:

Contractor: Nashville Classical
Attn: Charlie Friedman
Addr: 217 South Tenth Street
Phone: ()
E-mail addr: cfriedman@nashvilleclassical.org

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

Director of Purchasing, MBPE:

RECOMMENDED:

Executive Staff Member, MBPE

Department:

NA

Executive Director of Federal Programs, MBPE

APPROVED AS TO AVAILABILITY OF FUNDS:

ACCOUNT NUMBER:

Chief Financial Officer, MBPE

Chairman of the Board, MBPE

Metropolitan Director of Finance

APPROVED AS TO INSURANCE:

Metropolitan Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

FILED IN THE OFFICE OF THE METROPOLITAN
CLERK:

Date Filed:

SEP - 3 2013

CONTRACTOR

BY: CHARLES M. FRIEDMAN

Title: HEAD OF SCHOOL

Sworn to and subscribed to before me, a

Notary Public, this 21st

day of June, 20 13

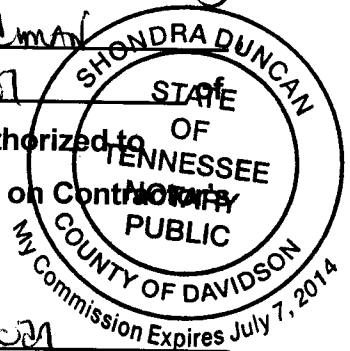
by Charles M. Friedman

the Head of School

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

Shonda Duncan
Notary Public

My Commission Expires 7/7/14





NASHCL1

OP ID: TRR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/08/13

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 Martin & Zerfoss, Inc. P.O. Box 121587 Nashville, TN 37212 Taylor Rye Ragan	615-297-8500 615-269-7390	CONTACT NAME: Taylor R Ragan PHONE (A/C, No, Ext): 615-297-8500 E-MAIL ADDRESS:	FAX (A/C, No): 615-269-7390
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Nashville Classical Charter School 217 S. 10th Street Nashville, TN 37206	INSURER A: Cincinnati Insurance Co		10677
	INSURER B: Accident Fund		10166
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X	SIP2531872	06/25/13	06/25/14	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Abuse \$1/\$2 Mil					PERSONAL & ADV INJURY \$ 1,000,000
A	<input checked="" type="checkbox"/> D&O \$5Mil		BCP0012625	01/01/13	01/01/14	GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					Empl Bene \$ \$1/\$2 Mil
A	AUTOMOBILE LIABILITY		SIP2531872	06/25/13	06/25/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	SIP2531872	06/25/13	06/25/14	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 4,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC2168316	06/25/13	06/25/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>				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
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property		SIP2531872	06/25/13	06/25/14	Contents
A	Crime		SIP2531872	06/25/13	06/25/14	Crime 1,000,000

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

School Location 217 S. 10th Street Nashville, TN 37209 effective 6/25/13 per contract with MNPS. Coverage shall not be cancelled, be allowed to expire or reduced in coverage and 30 day notice will be provided.

CERTIFICATE HOLDER**CANCELLATION**

Metropolitan Nashville Public Schools
Carol Swann
2601 Bransford Avenue
Nashville, TN 37204

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