

**IN THE CHANCERY COURT FOR THE TWENTIETH JUDICIAL DISTRICT  
DAVIDSON COUNTY, TENNESSEE**

**LEAD Public Schools, Inc. and CAMERON )  
COLLEGE PREP, Nonprofit LLC, )**

**Plaintiffs, )**

**v. )**

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

**Defendant. )**

**Case No. \_\_\_\_\_**

**VERIFIED COMPLAINT FOR DECLARATORY, INJUNCTIVE, AND OTHER  
RELIEF**

Plaintiffs respectfully state as follows:

**I. INTRODUCTION**

1. This declaratory and injunctive relief action arises from The Metropolitan Board of Public Education of Nashville and Davidson County's (the "School Board") decision to make LEAD Cameron Middle School ("LEAD Cameron") a choice school for the first time in 14 years, instead of a zoned school, in violation of various contracts between LEAD Public Schools, Inc. and Cameron College Prep, Nonprofit LLC, (collectively, "LEAD") and the School Board.

2. LEAD Cameron is currently a zone-enrolled public charter middle school operating south of Nashville in the Glencliff cluster.

3. As described below, LEAD Cameron is the result of a joint venture and partnership between LEAD and Metropolitan Nashville Public Schools ("MNPS") in an effort to benefit the students in the Glencliff cluster. This partnership is reflected in the charter agreement

memorializing this agreement in 2010 and in the way LEAD Cameron operates, and has operated for the last fourteen (14) years, as the only zoned charter middle school in the county.

4. Upon information and belief, MNPS plans to send out mass communications to all families in the Glenclyff cluster by the end of December, informing them that their zoned middle school is Margaret Allen Middle School. Parents will not be informed by MNPS that LEAD Cameron is still an option, albeit a choice option only.

5. Plaintiffs are seeking declaratory relief, specifically declaring that the School Board decision at the meeting of November 12, 2024 is in violation of the contracts between LEAD and the School Board.

6. Plaintiffs are seeking temporary and permanent injunctive relief, which is necessary to maintain the status quo and to prevent extreme irreparable harm to Plaintiffs and the Glenclyff community. Plaintiffs seek a temporary and permanent injunction enjoining the School Board from removing LEAD Cameron's zoned status.

## **II. PARTIES**

7. LEAD Public Schools, Inc., is a Tennessee nonprofit corporation. LEAD is the largest Tennessee-based charter network in the State and currently operates five schools in the Nashville area, including LEAD Cameron.

8. Cameron College Prep, Nonprofit LLC is a Tennessee nonprofit LLC. The entity is operated by LEAD.

9. The Metropolitan Board of Public Education of Nashville and Davidson County sets policies for MNPS. The address of the School Board is 2601 Bransford Avenue Nashville TN 37204. The website of the School Board is available at: <https://www.mnps.org/board-of-education>. MNPS is the authorizer for LEAD Cameron.

### **III. JURISDICTION AND VENUE**

10. This Court has jurisdiction pursuant to Tenn. Code Ann. § 16-11-101 *et. seq.*

11. Venue for this suit is properly laid in the Twentieth Judicial District, pursuant to Tenn. Code Ann. § 20-4-101, because the causes of action arose in Davidson County and all of the Defendants are Tennessee entities having their principal business offices within the territorial boundaries of Davidson County. The Charter Agreement executed in 2010 also selects Davidson County, Tennessee as the appropriate venue.

12. Under Tenn. R. Civ. P. 57, a court may order a speedy hearing of an action for a declaratory judgment as the Declaratory Judgment Act “should be liberally construed in favor of the party seeking relief in a proper case to the end that rights and interests be expeditiously determined.” *Tennessee Farmers Mut. Ins. Co. v. Hammond*, 290 S.W.2d 860, 862 (Tenn. 1956).

### **IV. FACTS**

#### **A. LEAD Cameron became a zoned charter school in partnership with MNPS.**

13. In 2010, Cameron, a public middle school, had been in the bottom 5% of Tennessee State schools for at least six years.

14. Cameron was labeled a “priority school.” Priority schools are consistently low performing public schools based on testing data and graduation rates. Cameron was performing so poorly that the State threatened to take over the school on multiple occasions through the Achievement School District (“ASD”).

15. To help Cameron improve, MNPS actively sought a partnership with LEAD to operate a zoned charter school as a joint venture turnaround project. LEAD only agreed to operate LEAD Cameron as a zoned charter school because the enrollment numbers for a zoned school would allow for the resources for a true turnaround. LEAD Cameron legally operates as Cameron College Prep, Nonprofit LLC.

16. Charter schools are public schools operated by independent, non-profit governing bodies that are granted greater autonomy in return for greater accountability in achieving high quality academic results. LEAD, in particular, has enjoyed great success in transforming underperforming or priority schools into high-achieving schools.

17. LEAD and MNPS executed a Charter Agreement in October 2010 (“2010 Charter Agreement”). This 2010 Charter Agreement is attached as **Exhibit A**.

18. In the 2010 Charter Agreement, LEAD and MNPS agreed that LEAD Cameron would be a zoned charter school as part of this joint venture. In other words, any middle school student in the Glencliff cluster would attend LEAD Cameron upon application to LEAD, unless that student decided to opt-out into a magnet school or other choice school.

19. Section 1.3 of the 2010 Charter Agreement clearly establishes LEAD Cameron as a zoned charter school: “Any students residing in the Cameron Middle School zone, as it exists on the date of execution of this Agreement, shall be entitled to submit a ‘Cameron Application’ and to attend the Charter School . . .” Section 1.3 of the 2010 Charter Agreement also explains distinctions between admission of “out-of-zone” students and those who reside in the Cameron school zone.

20. Section 3.19.3 of the 2010 Charter Agreement also states that “transportation shall be provided by agreement with the LEA in the same manner it would be provided if the students were enrolled in any other school in the district. Specifically, students residing in the Cameron Middle School zone shall be transported by the district which will retain allocated transportation funds for that purpose.”

21. The 2010 Charter Agreement between MNPS and LEAD would result in LEAD Cameron becoming the first charter turnaround school in Tennessee.

22. LEAD Cameron has been a TVAAS Level 5 school for overall growth every year with the exception of 2020-21 (a hold harmless year heavily influenced by the pandemic).

23. LEAD Cameron has also been named a Reward School for top academic growth three times: 2013-14; 2016-17; and 2017-18.

24. As with all charter schools seeking renewal, LEAD submitted an extensive renewal application to its partner and authorizer in 2020, which included details regarding enrollment and the academic success from 2010-2020 due to LEAD's turnaround work. See **Exhibit B**.

25. LEAD's 2020 application for charter renewal ("2020 Renewal Application"), attached as **Exhibit B**, makes numerous references to Cameron as a zoned school (all emphases added):

- (1) "Since assuming the charter in 2011, Cameron has been a TVAAS Level 5 school for overall growth every year and, over the past five years, has been **the only zoned middle school in the district** to receive Level 5 growth every year." (page 6).
- (2) Discussing challenges of working with a "**zoned population**" in the context of meeting math standards with English learners. (page 27).
- (3) "The entire Cameron community prioritizes supporting diverse learners; **as a zoned school**, this is a key aspect of Cameron's mission." (page 33).
- (4) Discussing the challenges of attrition rates "**as a zoned school**," when analyzing English learners (page 36).
- (5) "Cameron is proud to be a neighborhood school, **enrolling 100% of all students who live in the zone and wish to attend the school**. Unlike other, more common fresh start charter schools, **Cameron is contractually obligated to serve all in-**

**zone students and allow new students to come in throughout the entire school year.**” (page 38).

- (6) “As a neighborhood school, Cameron has remained committed to the families within its MNPS **defined enrollment zone**. In doing so, Cameron, like the other schools within the Glencliff cluster, continues to work **with its zoned families** to lower its mobility and attrition rates year over year.” (page 39).
- (7) “Cameron counselors, the Family and Community Engagement Coordinator, and the campus leadership collaborated to identify families that were interested in withdrawing for reasons within the school’s purview of control and encourage those families to remain at Cameron. In the 2019-2020 school year, these efforts have yielded great results with only 11 of the total 98 withdrawals considering **other options within the zone**. Another 31 students who withdrew either moved out of the state, became homeschooled, or moved out of district. In addition, as a support to **students that move out of zone** during the school year and wish to continue their enrollment, Cameron offers MTA bus passes.” (page 39).
- (8) “Cameron’s current **enrollment is 84.04% zoned**. Because of lower mobility and attrition and increasing enrollment over the last couple of years, Cameron does not currently enroll new students from **outside the zone**.” (page 39).
- (9) “While the district has not advised MNPD to staff a full-time School Resource Officer at Cameron, **a zoned neighborhood school**, Cameron has engaged an informal partnership with Metro Police and Metro School Security to have full lines of communication open throughout the day and secure a MNPD officer to support during dismissal.” (page 40).

(10) “Cameron plans to continue providing a high performing middle school **for students zoned to the school.**” (page 46).

26. As part of this renewal process, MNPS’s Office of Charter Schools conducted a review of LEAD Cameron in 2020 to determine whether LEAD Cameron should be renewed as a charter school. (“2020 MNPS Report”). See **Exhibit C.**

27. In the 2020 MNPS Report, which preceded the renewal of Cameron’s charter, MNPS again acknowledged its contractual obligations and discussed Cameron’s unique status as a zoned enrolled charter school.

28. For example, the 2020 MNPS Report states: “Cameron College Prep is a school district/charter turnaround partnership . . . Since assuming the charter in 2011, Cameron has been a TVAAS Level 5 school for overall growth every year and, over the past five years, has been the only zoned middle school in the district to receive Level 5 growth every year.” (2020 MNPS Report, 7).

29. This 2020 MNPS Report resulted in the Charter Agreement being renewed in 2021 pursuant to a vote of the MNPS School Board. The Charter now runs through June 2031.

30. The 2021 Charter Agreement with MNPS incorporates the Charter Application and its references to LEAD Cameron being a zoned school (“As required by TCA §49-13-110, this Charter Agreement includes all components of the Charter School’s Application, which is incorporated herein by reference and attached hereto as Exhibit 1.”). This agreement is attached as **Exhibit D.**

31. The 2021 Charter Agreement, which LEAD attached to its October 2024 letter (attached as **Exhibit D**), also specifically states “The Charter School is a ‘zoned enrollment’ Charter School with no limits on the number of students that attend such school, other than the

overall capacity of the facility. Any students residing in the Cameron Middle School zone, as it exists on the date of execution of this Agreement, shall be entitled to submit a ‘Cameron Application’ and to attend the Charter School; or in the alternative, they shall be entitled to enroll in another MNPS school according to established MNPS policies and procedures.” § 2.1.

32. Since 2010, MNPS has set up its student information system and family application system to ensure that all students who live within the zone are automatically enrolled in LEAD Cameron.

33. Since 2010, Lead Cameron has occupied the traditional Cameron school building subject to an MNPS lease.

**B. The School Board votes to rezone LEAD Cameron.**

34. In 2024, MNPS released a proposed rezoning plan that would not just change district lines, but would change LEAD Cameron from a zoned school to a choice school.<sup>1</sup>

35. Middle school students in the Glencliff cluster would not have LEAD Cameron as their zoned middle school, but instead would be zoned for Margaret Allen Middle School, an MNPS school which has been designated as a “Comprehensive Support and Improvement” school for the past two years. Even though Cameron has outperformed every MNPS Middle school in the cluster, under the rezoning plan, parents of middle school students would have to affirmatively opt-in and enroll their students in LEAD Cameron, as it would be considered an out-of-zone school.

36. At a community meeting on October 21, 2024 at Glencliff High School, Sean Braisted, Chief of Communications and Technology for MNPS, told the audience that under the

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<sup>1</sup> The plans are available on MNPS’s website:  
[https://www.mnps.org/learn/supporting\\_our\\_students/mnps\\_reimagined/proposed\\_zoning\\_changes\\_2025-2026](https://www.mnps.org/learn/supporting_our_students/mnps_reimagined/proposed_zoning_changes_2025-2026).



new plan, LEAD Cameron would be an optional school for families to consider, despite the 14 year history and partnership.

37. Concerned over this proposal, LEAD sent a letter, through counsel, to MNPS stating that, if the school board adopted the rezoning plan, they would be breaching their contractual agreements. LEAD's CEO also made numerous attempts to meet with Dr. Adrienne Battle, MNPS's Director of Schools, prior to the vote to discuss the issue. The letter is attached as **Exhibit E**.

38. Rezoning would not only be a material breach of the agreements between LEAD Cameron and MNPS, but it would cause such a material change in enrollment that it would force LEAD to amend its Charter Agreement or even cease operations at LEAD Cameron.

39. LEAD estimates that enrollment could decrease by approximately 400 students in the next school year, which would devastate the close-knit LEAD Cameron community and create a financial crisis for LEAD as such a significant decrease in enrollment may lead to a several million dollar loss of per pupil funding, which may lead to a request to terminate its Charter Agreement.

40. The rezoning plan removes the highest performing middle school in the cluster, LEAD Cameron, as the automatic zoned option for the mostly minority and low-income families in the Glencliff cluster, leaving them with a zoned school which has had significantly less academic success.

41. LEAD did not receive any formal response to its letter.

42. In a phone conference shortly before the School Board meeting, MNPS's counsel informed LEAD's counsel that the 2021 Charter Agreement it had attached to the October 2024 letter was not the executed version of the Agreement.

43. After a diligent search, LEAD discovered the executed copy of the 2021 Charter Agreement which is attached as **Exhibit F**. This Agreement still references the Renewal application for a zoned charter school, but does not contain all of the language referenced in paragraph 31.

44. LEAD acknowledges that drafts were exchanged prior to execution but after a diligent search found that the draft attached to the October 2024 letter was exchanged as late as July 28, 2021. The executed copy is dated August 2, 2021. LEAD has not been able to find any communication as to why a change in the language occurred. Regardless, the relationship as both partner and authorizer did not change between MNPS and LEAD after the renewal was granted and LEAD Cameron continued to operate as a zoned school as it had since 2010.

45. At the School Board meeting on November 12, 2024, LEAD administrators, several members of the community, teachers, and former students shared their concerns with LEAD Cameron becoming a choice school and appealed to the district to continue to allow students in the Glenclyff cluster to have LEAD Cameron, a Level 5 school, as a zoned option.<sup>2</sup>

46. The School Board had a brief discussion regarding the zoning plan before voting.

47. The rezoning plan ultimately passed by unanimous vote.

## **V. CAUSES OF ACTION**

### **Count I: Declaratory Judgment**

48. Plaintiffs incorporate by reference the allegations contained in each of the preceding paragraphs.

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<sup>2</sup> The School Board meeting is available in its entirety at: <https://www.youtube.com/watch?v=DDmduO2x5V0&list=PLE4EA6585DAD852CF&index=1&t=6244s>.

49. The above-described dispute is an actual, bona fide, present, definite, and substantial justiciable controversy, seeking specific relief through conclusive judgment or decree and touching on the adverse legal interests of both parties, which are ripe for adjudication.

50. Pursuant to Tenn. R. Civ. P. 57 and the Declaratory Judgment Act, Plaintiffs are entitled to a judgment declaring that the Board's approval of the re-zoning plan at its November 12, 2024 meeting violates contracts between the parties.

51. If the Court does not expeditiously exercise its discretionary authority to declare the rights and legal relations of the parties regarding the above-described controversy, Plaintiffs would suffer considerable harm. The re-zoning would cause such a material change in enrollment that it would force LEAD to amend its Charter Agreement or even cease operations at LEAD Cameron.

52. If the Court does not expeditiously exercise its discretionary authority to declare the rights and legal relations of the parties, families in the Glencliff cluster will receive a letter from MNPS this month explaining to them that their zoned enrolled school is now only Margaret Allen Middle School, a low-performing school.

53. Families in the Glencliff cluster will only be able to apply to LEAD Cameron as they will not automatically be zoned for LEAD Cameron, a Level 5 school, outperforming every MNPS middle school in the cluster.

54. Pursuant to Tenn. R. Civ. P. 57, a court may order a speedy hearing of a declaratory judgment action, which is warranted here so that Plaintiff may gain relief.

55. Pursuant to Tenn. Code Ann. § 29-14-111, in declaratory judgment actions a court "may make such award of cost as may seem equitable and just."

## **Count II: Breach of Contract; Injunctive Relief**

56. Plaintiffs incorporate by reference the allegations contained in each of the preceding paragraphs.

57. The 2010 Charter Agreement and 2021 Charter Agreement are valid, enforceable agreements between the parties.

58. The 2021 Charter Agreement with MNPS incorporates the Charter Application and its references to LEAD Cameron being a zoned school (“As required by TCA §49-13-110, this Charter Agreement includes all components of the Charter School’s Application, which is incorporated herein by reference and attached hereto as Exhibit 1.”).

59. The 2010 Charter Agreement and 2021 Charter Agreement contemplate Cameron operating as a zoned middle school.

60. By voting to make LEAD Cameron a choice school instead of a zoned school, the School Board has breached and/or anticipatorily repudiated the agreements between the parties.

61. Plaintiffs are likely to succeed on the merits of their breach of contract claim.

62. Plaintiffs will be damaged by the School Board’s actions. The re-zoning would cause such a material change in enrollment that it would force LEAD to amend its Charter Agreement or even cease operations at LEAD Cameron.

63. Plaintiffs will suffer immediate and irreparable injury pending a final judgment in this action if a temporary injunction is not granted. Plaintiffs cannot be compensated adequately with monetary damages.

64. MNPS will not be harmed by the granting of an injunction, but the public will be greatly harmed if an injunction is not granted. Families in the Glencliff cluster will receive a letter

from MNPS this month explaining to them that their zoned enrolled school is now only Margaret Allen Middle School, a low-performing school.

65. Greater injury will result from refusing the injunctive relief than from granting it.

66. The injunctive relief will restore the *status quo ante*.

67. The injunctive relief is tailored to abate the offending activity.

68. LEAD Cameron seeks a temporary and permanent injunction to enjoin the School Board from removing LEAD Cameron's status as a zoned school pursuant to Tenn. R. Civ. P. 65.

### **PRAYER FOR RELIEF**

WHEREFORE, premises considered, Plaintiffs pray for the following relief:

1. That proper process issue and be served on the School Board;
2. That the Court issue a judgment declaring the School Board's approval of the re-zoning plan at its November 12, 2024 meeting violates contracts between the parties.
3. That, pursuant to Tenn. R. Civ. P. 65.01, 65.02, and 65.04, the Court issue temporary and permanent injunction orders restraining and enjoining the School Board from removing LEAD Cameron's status as a zoned school;
4. That the Court find that the School Board's actions regarding the re-zoning constitute breaches of the agreements between LEAD Cameron and the School Board and have caused damages to be determined at trial to Plaintiffs.
5. That the Court award costs to Plaintiffs pursuant to Tenn. Code Ann. § 29-14-111.
6. That the Court award LEAD Cameron further, general and equitable relief as the Court deems appropriate.

This is Plaintiffs' first application for extraordinary relief.

RESPECTFULLY SUBMITTED,

/s/ John L. Farringer

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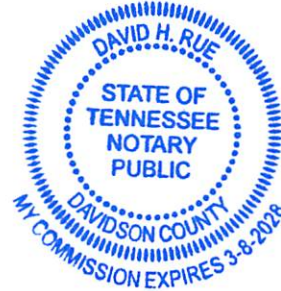
*Counsel for LEAD Public Schools, Inc. and  
Cameron College Prep, LLC*

VERIFICATION

I, Dwayne Tucker, CEO of LEAD Public Schools, Inc. verify under oath that the statements contained in the foregoing Complaint are true to the best of my knowledge, information, and belief.

Dwayne H Tucker

STATE OF Tennessee )  
COUNTY OF Davidson )



SWORN TO and subscribed before me, a Notary Public in and for said county and state,  
on this the 15<sup>th</sup> day of December, 2024

David H Rue  
Notary Public

My Commission Expires:

03/08/2028

# **CHARTER AGREEMENT**

**BY AND BETWEEN**

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

**AND**

**Cameron College Prep, Nonprofit LLC**



## **CHARTER AGREEMENT**

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

### **Recitals:**

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

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

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

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

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

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

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

### **1. Grant of Charter**

#### **1.1 Grant and Issuance of Charter**

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

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

## **1.2 Type of Charter**

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

## **1.3 Student Population and Enrollment**

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

### **MNPS Student Assignment Calendar 2010-2011**

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

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

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

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

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

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

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

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

## **2. Roles and Responsibilities**

### **2.1 Of Sponsor**

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

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

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

### **2.2 Of Governing Body**

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

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

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

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

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

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

## **2.3 Of Charter School**

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

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

### **1. Improved school culture**

Indicator	Goal
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Discipline incidents (SIG)	Decrease the percentage of suspensions in the grades the Charter School manages by 60% over the course of four years; and reduce the percentage of expulsions in the grades the Charter School manages by 10% over the course of four years.					
	Grade	Indicator	Target			
			2011-2012	2012-2013	2013-2014	2014-2015
	5	Suspensions	<25%	<18%	<12%	<10%
		Expulsions	<1%	<1%	<1%	<1%
	6	Suspensions		<18%	<12%	<10%
		Expulsions		<1%	<1%	<1%
	7	Suspensions			<12%	<10%
		Expulsions			<1%	<1%
8		Suspensions				<10%
		Expulsions				<1%
Indicator	Goal					
Truants (SIG)	Begin tracking and reporting school-wide truancy rates for the grades The Charter School manages in each year, 2011-12 through 2014-15. Baseline data will inform goals for future years.					
Indicator	Goal					
Parent Satisfaction	Begin tracking and reporting parent satisfaction via surveys about teacher and school performance, parent engagement, and their students' experience in the grades the Charter School manages in each year, 2011-12 through 2014-15. Baseline data will inform goals for future years.					
Indicator	Goal					
Student Waiting List	Begin tracking and reporting the number of students on the waiting list for enrollment at Cameron each year, 2011-12 through 2014-15. Baseline data will inform goals for future years.					

## 2. Improved attendance

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

	Grade	Target			
		2011-2012	2012-2013	2013-2014	2014-2015
	5	≥95%	≥95%	≥95%	≥95%
	6		≥95%	≥95%	≥95%
	7			≥95%	≥95%
	8				≥95%
Indicator	Goal				
Teacher attendance	Begin tracking and reporting school-wide teacher attendance rates for the grades the Charger School manages in each year, 2011-12 through 2014-15. Baseline data will inform goals for future years.				

### 3. Increased instructional time & academic rigor

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

## Academic wins

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

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

#### 2.4 Of Chartering Authority

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

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



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

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

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

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

### **3. General Terms and Conditions of the Charter Agreement**

#### **3.1 Definitions**

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

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

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

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

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

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

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

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

### **3.2 Recitals**

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

### **3.3 The Application**

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

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

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

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

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

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

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

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

### **3.5 Compliance with Applicable Laws and Regulations**

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

### **3.6 Monitoring, Inspection and Certification of Records**

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

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

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

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

### **3.7 Regulatory and Statutory Requirements**

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

### **3.8 Reporting**

#### **3.8.1 Annual Progress Report**

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

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

### **3.8.2 Annual Financial Report**

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

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

### **3.8.3 Monthly Reports**

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

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

### **3.8.4 Projections**

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

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

### **3.8.5 Enrollment Reports**

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

The number of students enrolled in the Charter School.

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

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

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

### **3.9 Curriculum, Instruction, and Benchmarks**

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

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

#### **3.9.1 Promotion/Retention**

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

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

### **3.10 School Calendar and Daily Attendance**

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

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

### **3.11 Staff Responsibilities and Personnel Plan**

#### **3.11.1 Employee Benefits**

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

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

#### **3.11.2 Employee Numbers and Qualifications**

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

#### **3.11.3 Employment Applications**

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

#### **3.11.4 Bargaining Limits**

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

### **3.12 Physical Plant**

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

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

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

### **3.13 Program**

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

### **3.14 Financial Matters**

#### **3.14.1 Audits; Procedures; Timing**

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

#### **3.14.2 No Tuition**

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

### **3.15 Insurance**

The Sponsor shall maintain the following insurance:



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

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

### **3.16 Survival of Representations and Warranties**

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

### **3.17 Indemnification and Hold Harmless; Damages**

#### **3.17.1 Sponsor's Obligations.**

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

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

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

### **3.17.2 Chartering Authority's Obligations.**

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

### **3.18 Attorneys Fees**

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

### **3.19 Services Provided by Local Education Agency (LEA)**

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

#### **3.19.1 Food Service**

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

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

**3.19.2.1 Exceptional Education****3.19.2.2 Collaboration**

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

**3.19.2.3 Staffing**

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

**3.19.2.4 Identification and Referral**

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

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

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

### **3.19.2.5 Assessments and IEP Meetings**

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

### **3.19.2.6 IEP Development and Implementation**

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

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

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

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

### **3.19.2.7 Initial, Interim, and Alternative Placements**

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

### **3.19.2.8 Non-Discrimination**

It is understood and agreed that all children will have access to the Charter School, and no student shall be denied admission nor counseled out of the Charter School due to the nature, extent, or severity of his/her disability or due to the student's request for, or actual need for, Exceptional Education services. Section 504 of the Rehabilitation Act of 1973 requires that schools receiving federal funds, including Charters, provide students with challenges appropriate educational services to the same extent as the needs of students without special needs are met. Most students with challenges come under both IDEA and Section 504 protections, but some students with challenges don't qualify for special education but are protected under Section 504. The Chartering Authority and the Charter School are under the same obligation to develop a Section 504 plan for students requiring one as they are for the development of an IEP and for implementing any agreed upon modifications.

### **3.19.2.9 Due Process and Compliance Complaints**

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

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

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

### **3.19.2.10 Due Process Hearings**

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

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

### **3.19.2.11 Funding**

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

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

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

### **3.19.3 Transportation**

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

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

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

### **3.19.4 Network Services**

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

## **4. Representations and Warranties**

### **4.1 Of Sponsor**

#### **4.1.1 Organization**

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

#### **4.1.2 Tax-Exempt, Non-Profit Status**

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

#### **4.1.3 Authority**

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



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

#### **4.1.4 Litigation**

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

#### **4.1.5 Full Disclosure**

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

#### **4.1.6 Reputation of Officers, Directors and Employees**

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

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

#### **4.1.7 Conduct of Sponsor and the Governing Body**

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

#### **4.1.8 Due Authorization**

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

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

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

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

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

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

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

#### **4.2 Of Chartering Authority**

#### **4.2.1 Organization**

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

#### **4.2.2 Authority**

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

#### **4.2.3 Litigation**

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

#### **4.2.4 Full Disclosure**

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

### **5. Term; Post-Term Events**

#### **5.1 Term**

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

## **5.2 Events Following Non-Renewal, Revocation, or Expiration**

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

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

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

### **6.1 Termination, Revocation, Non-renewal**

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

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

### **6.2 Intermediate Sanctions**

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

## **7. General Provisions**

### **7.1 Governing Law and Venue**

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

## **7.2 Waiver of Charter Agreement Provisions**

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

## **7.3 No Third Party Beneficiary Rights**

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

## **7.4 Delegation of Authority**

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

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

## **7.5 Notices**

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

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

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

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

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

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

#### **7.6 Section Headings**

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

#### **7.7 Exhibits and Schedules, Attachments and Addenda**

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

#### **7.8 Entire Agreement**

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

#### **7.9 Modifications and Amendments**

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

**7.10 Assignment**

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

**7.11 Counterparts**

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

**7.12 No Partnership/Joint Venture**

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

**7.13 Severability**

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

**7.14 Negotiated Agreement**

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

**7.15 Chartering Authority Property**

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

**7.16 Employment**

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

**7.17 Non-Discrimination**

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



### **7.18 Contingency Fees**

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

**7.19 Effective Date**

This Agreement shall not be binding upon the parties until it has been signed first by the Sponsor and then by the authorized representatives of the Chartering Authority and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this Agreement shall be deemed effective as of July 1, 2010.

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

**RECOMMENDED:**  
Metropolitan Board of Education

*Graeme R. [Signature]*  
Chairperson

**APPROVED AS TO AVAILABILITY OF  
FUNDS:** 80150045. 531001.23209400

*[Signature]*  
Director of Finance

**APPROVED AS TO INSURANCE:**

*[Signature]*  
Director of Insurance

**APPROVED AS TO FORM AND  
LEGALITY:**

*M E Johnston*  
Metropolitan Attorney

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

*[Signature]*

**Date:** SEP 9 2011

**SPONSOR**

Cameron College Prep, Nonprofit LLC

BY: *[Signature]*

Title: Founder and CEO

Sworn to and subscribed to before me, a  
Notary Public, this 4th day  
of September, 20011, by  
*[Signature]*, the  
\_\_\_\_\_ of

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

*[Signature]*  
Notary Public  
My Commission Expires 7/15/2014



Exhibit 1 – Charter Application

Exhibit 2 – Expulsion Procedure and Appeals Process

Exhibit 3 – Pre-Opening Checklist

Exhibit 4 – Annually Agreed Fee Schedule

Financial Services Fee

Annual Admission Lottery Service Fee

Fees for services rendered (assessed at time of service)

Transportation

Exceptional Education



METRO  
NASHVILLE  
PUBLIC  
SCHOOLS

## **Cameron Prep Charter School Renewal Application Report**

### **Evaluation Team**

#### **Office of Charter Schools**

**Dr. John Thomas, Director, Office of Charter Schools, MNPS**  
**Denise Brown, Coordinator, Office of Charter Schools, MNPS**  
**Gwen Shanks, Accountant, Office of Charter Schools, MNPS**

#### **Review Team**

**Michelle Doane, Consultant**  
**Diane Denney, SPED Coach, MNPS**  
**Shereka Roby-Grant, Coordinator of Federal Programs and Grants, MNPS**

**EXHIBIT  
B**

## **Introduction**

Charter schools are public schools operated by independent, non-profit governing bodies that are granted greater autonomy in the areas of curriculum, calendar, staffing, methodology, and pedagogy in return for greater accountability in achieving high quality academic results with their students. In Tennessee, public charter school students are measured against the same academic standards as students in other public schools and are required to use the same state-approved assessments as all other public schools. Charter schools are required to serve all eligible students, with the education of at-risk students being of utmost importance.

Based on a study by the Thomas Fordham Institute and Basis Policy Research, charter schools that exhibit low performance in their first year of operation are less than 1% likely to improve after five (5) years. Therefore, it is the authorizer's responsibility to create and apply a rigorous, fair, and thorough authorization process in order to ensure only those charter schools who can offer and sustain high quality educational options for all students are recommended and approved to open. Metropolitan Nashville Public Schools is interested in charter applicants who demonstrate the capacity to educate the most at-risk students in highly diverse and personalized settings.

Charter schools in Nashville are required to provide appropriate curriculum, aligned professional standards, engaging models of parental and partnership programs, and strategic planning to leverage and grow resources for the school. Schools are held accountable for academic results, responsible school leadership, sound fiscal and operational management and adherence to the laws and rules that govern education in the state of Tennessee.

## Evaluation Process for Renewal Applications

The Office of Charter Schools worked closely with the National Association of Charter School Authorizers (NACSA) to create an evaluation process that embodies best practices from authorizers throughout the country and has gained both statewide and national recognition as rigorous, thorough, fair and impartial.

A core team specifically trained to assess the quality and sustainability of a proposed school reviews each application. In addition, individuals with specific expertise in special education, English Language learners, business and finance, curriculum, facilities and transportation also review each application to provide the needed expertise in those areas. Finally, the review teams also may include community stakeholders and others who have experience and expertise in specialized areas.

The Office of Charter Schools exercises additional oversight of the process.

### Renewal Application Evaluation Process

This recommendation report from the Office of Charter Schools is the culmination the three stages of review:

- **Renewal Application Evaluation** – The evaluation team conducted independent and group assessment of the merits of each proposal against the published evaluation criteria.
- **Consensus Conclusion** – The evaluation team came to a consensus regarding each section of the renewal application. Each section is given a rating of Meets or exceeds standard, partially meets standard, or does not meet standard.

### Rating Characteristics

**Meets Standard** – The record includes specific and accurate evidence that the school generally demonstrated success in meeting and upholding the terms of the charter agreement.

**Partially Meets Standard** – The record meets the criteria in some aspects but lacks sufficient evidence that the charter school is meeting the terms of the charter agreement in one or more areas.

**Does Not Meet Standard** – The record provides evidence that the charter school committed a violation of its charter agreement, failed to meet generally accepted standards of fiscal management.

## Evaluation Contents

This evaluation report includes the following:

- **Renewal Application Overview** – Basic summary of the proposed school as presented in the application
- **Evaluation:** Analysis of the proposal is based on four primary areas of plan development:
  - › **Executive Summary** – Provides a comprehensive review of all four major areas of the application with emphasis on the reasons for the recommendation from the review team.
  - › **Academic Success** – Describes the applicant’s success and progress toward its academic goals as defined in its charter agreement.
  - › **Operational Stability** – Provides evidence that the school has met or made significant progress achieving operational goals outlined in the charter agreement.
  - › **Financial Health-** – Describes the schools fiscal health.
  - › **Future Planning** – Provides a description of future goals and plans that are achievable, rigorous, measurable and attainable.

Renewing a successful, high-performing charter school depends on having a complete, coherent plan. It is not an endeavor for which strength in one area can compensate for weakness in another. Therefore, to receive a recommendation for approval, the application must **meet or exceed the standard in all four major areas** of the capacity review.

## **Renewal Application Overview**

### **Operator– LEAD Public Schools**

#### **School Name – Cameron College Prep**

**Original Summary Analysis** – The Metropolitan Nashville Public Schools Office of Charter Schools has established itself over the past several years as an authorizer of national prominence, with an application process that is fair, transparent, and aligned with national standards. As a result, our charter sector is one of the strongest in the nation, and we always welcome new and innovative applications that serve our students and families well.

The lens through which our review team evaluates an application is one that looks for innovative instruction that produces high quality academic outcomes for all students, school operations that support those academic outcomes and sustainable fiscal practices that ensure strong financial stability.

A summary of the qualities we have identified as present in a high-quality application is as follows:

- **Academic Success**
  - The school has been faithful to its mission and academic program design.
  - The school met or made sufficient progress toward its academic goals as defined in its charter agreement.
  - The school has demonstrated strong academic achievement and growth results over the course of the current
  - charter term, as measured by state assessments and TVAAS scores.
  - The school consistently met or exceeded expectations on the local board’s annual performance evaluation.
  - There is sufficient evidence that the school uses data to evaluate the effectiveness of its academic program,
  - inform instructional practice, evaluate teacher effectiveness, and implement professional development.
  - The school has made progress toward closing achievement gaps for all students.
  - The school demonstrates clear and compelling evidence of successful student outcomes for diverse learners.
  - The school did not receive any notices of concern or other interventions from the LEA or, if received, corrected the finding quickly.
  - The school’s academic outcomes merit renewal of the charter.
- **Operational Stability**
  - The school has met or made significant progress achieving operational goals outlined in the charter agreement.
  - The school consistently met or exceeded expectations on the local board’s annual performance evaluation.
  - The school has consistently operated at or near capacity and effectively addresses student attrition.



- Clear and compelling evidence of parent and student satisfaction and community support.
  - Demonstrated capacity of the governing board and school leadership to effectively govern the school.
  - Demonstrated ability to provide a safe environment for staff and students, making facility changes/improvements as needed.
  - Consistently addresses the physical, social, emotional and health needs of students.
  - Evidence of effective teacher retention, professional development, well-functioning organizational structures, and personnel stability.
  - The school did not receive any notices of concern or other interventions from the LEA or, if received, corrected the finding quickly.
  - The school's operational condition merits renewal of the charter.
- **Financial Health**
    - The application provided a detailed description of the school's fiscal health.
    - The school has consistently met generally accepted standards of fiscal management.
    - The school is fiscally sound and consistently receives clean financial audits with no findings.
    - The school consistently met or exceeded expectations on the local board's annual performance evaluation.
    - The school met or has made sufficient progress toward meeting financial goals outlined in the charter agreement.
    - Demonstrated clear alignment between expenditures and the school's mission, academic growth and staff development.
    - Addressed fiscal challenges effectively during the current charter term.
    - The school did not receive any notices of concern or other interventions from the LEA or, if received, corrected the finding quickly.
    - The school's financial condition merits renewal of the charter.
- **Future Planning**
    - The school's future goals and plans for goal achievement are rigorous, measurable and attainable.
    - Growth plans are robust, detailed and strategic.
    - Changes to academic benchmarks and/or organizational structures are reasonable given the school's current standings.
    - Plans for addressing any past academic, organizational, and/or financial deficits are comprehensive and realistic.
    - Goals for the next charter term, if renewed, are likely to be achieved.

After a thorough review of the Cameron College Prep renewal application the findings are presented in this report for the MNPS Board of Education to review.

## **Executive Summary:**

Cameron College Prep is a school district/charter turnaround partnership. This work began when Metropolitan Nashville Public Schools chose LEAD Public Schools as its partner to help turn around Cameron Middle School, which had been on the state's list of lowest performing schools (bottom 5%) for at least six years. Since assuming the charter in 2011, Cameron has been a TVAAS Level 5 school for overall growth every year and, over the past five years, has been the only zoned middle school in the district to receive Level 5 growth every year. In addition, Cameron has been named a Reward School for top academic growth three times: 2013-14, 2016-17, and 2017-18.

Cameron's founding mission was to "support, train, and educate the next generation of responsible citizens." Over the past 10 years, the mission has evolved to a more comprehensive focus on preparing "all of our students with the knowledge and skills to succeed in college and in life." Cameron's core values, comprising five components, are embodied in the school's Ethos: courage, commitment, discipline, self-reliance, and service to others. All the school's programming – both academic and cultural -- is built on the Cameron Ethos. Students and adults are expected to exemplify these values in everything they do.

## **Section Summaries**

### **Renewal Application Academics**

#### **Rating: Meets Standard**

A review of Cameron Prep's academic performance found that the school has been identified as a reward school in 2014, 2017, and 2018. Cameron College Prep has received a growth level of 5 in 2018 and 2019. Although Cameron did not meet the overall achievement score in math in 2018-19 it did increase to 34.4% achievement. The school currently emphasizes both academics and social emotional development, and provides weekly advisory time, as well as a focus on restorative practices and family engagement. There are clear assessment systems that include NWEA MAP, network interim assessments, common math and ELA unit assessments, TN Ready, and WIDA ACCESS.

Cameron College Prep identifies their areas of academic concern as EL math achievement, ELA achievement for all students, and relative performance of students with disabilities as well as potential factors/root causes (e.g., change in student population demographics over time). The Newcomer academy was created to adapt to the needs of students over time.

In an effort to understand these concerns LEAD Public Schools partnered with TNTP in 2019 to audit instructional practices in order to address the decline in ELA achievement. The school has established structures to support teachers including professional development (PD) and support staff (instructional coaches, exceptional education coordinator, EL coordinator, content leaders, etc.) in addition to the principal and assistant principal of instruction.

The review team finds that Cameron College Prep is meeting the academic standard.

## **Renewal Application Operational Stability**

### **Rating: Meets Standard**

A review of the 2013-2019 performance framework finds that Cameron College Prep consistently met organizational standards each year. Cameron College Prep has maintained an attendance rate between 94%-95% each year. The school has also worked to improve their mobility rate from 40% in 2018-19 to 28% in 2019-20.

The school has a focus on chronic absenteeism and follows MNPS's recommended format for attendance plans that includes interventions, which has resulted in a decrease in the chronic absenteeism rate from 21.1% in SY2016-17 to 18.5% in SY2018-19. Cameron indicates that the teacher attendance rate is 98.1%. The school is currently working on decreasing the mobility and attrition rates through the prioritization of student, family, and community engagement. They have added a dedicated Family and Community Engagement Coordinator and has seen success as evidenced by a drop in the mobility rate between SY2018-19 (40%) and SY2019-20 (28%). The school has seen a consistent decrease in suspension rates over the past several years (from 17.6% in SY2014-15 to 8.8% in SY2018-19).

The school receives support from LEAD Public School's network team and is governed by a Board of Directors who regularly monitor the school's performance.

The review team finds that Cameron College Prep is meeting the operational stability standard.

## **Renewal Application Financial Health**

### **Rating: Meets Standard**

A review of the performance framework finds that Cameron College Prep consistently meets financial standards each year of their charter. They have had clean audits each year. LEAD Public Schools has an established budgeting process in which the network finance team works in collaboration with Cameron College Prep school leadership team. There have been no major fiscal challenges over the charter term. The budget at Cameron College Prep is based on anticipated enrollment, and because Cameron College Prep is fully enrolled, the school is not reliant on private fundraising and is sustainable on public funding.

The review team finds that Cameron College Prep is meeting the financial health standard.

## **Renewal Application Future Planning**

### **Rating: Meets Standard**

A review of the future planning shows the Cameron College Prep has concrete plans. Cameron College Prep has established future academic benchmarks as meeting the state's Annual Measurable Objective targets for growth and ELPA, while also making progress on AMO targets for success. They have an outline of a plan for achieving the benchmarks that include expanding EL programming by adding three teachers per grade level to provide language-specific support; expanding EL and exceptional education support by hiring additional coaches; and reviewing and changing curriculum to be more rigorous, starting with Achievement First math curriculum in SY2020-21.

### **Overall ratings**

Cameron College Prep	
Academics	Meets Standard
Operational Stability	Meets Standard
Financial Health	Meets Standard
Future Planning	Meets Standard

## Charter Renewal – Applicant Information Sheet

Year current charter expires: 2021

Name of Charter School: Cameron College Prep

Name of Sponsor/Sponsoring Agency (if different from governing body): LEAD Public Schools

Primary Contact Person: Dwayne Tucker, CEO

Telephone: 615-430-4751 615.430.4751      Email: dwayne.tucker@leadpublicschools.org

Mailing Address: 2835 Brick Church Pike, Nashville, TN 37207

Proposed Grade Levels and Student Enrollment for next charter term: 5-8

First year of new charter term: 2021-2022		
	Grade Levels	Total Student Enrollment
Year One	5-8	699
Year Two	5-8	695
Year Three	5-8	695
Year Four	5-8	690
Year Five	5-8	690
Year Six	5-8	690
Year Seven	5-8	690
Year Eight	5-8	690
Year Nine	5-8	690
Year Ten	5-8	690

Signature of Primary Contact Person Dwayne H. Tucker Date: March 30, 2020

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## Assurances

As the authorized representative of the sponsor, I hereby certify that the information submitted in this application for a charter for Cameron College Prep is true to the best of my knowledge and belief; and if awarded a charter, the school:

1. will operate as a public, nonsectarian, non-religious public school, with control of instruction vested in the governing body of the school under the general supervision of the chartering authority and in compliance with the charter agreement and the Charter School Act;
2. will follow all federal, state and local laws and regulations that pertain to the operation of a public school, unless waived according to T.C.A. § 49-13-105;
3. will provide special education services for students as provided in Tennessee Code Annotated Title 49, Chapter 10, Part B of the Individuals with Disabilities Education Act; Title II of the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973;
4. will adhere to all provisions of federal law relating to students who are limited English proficient (LEP), including Title VI of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act of 1974, that are applicable to it;
5. will follow all federal and state laws and constitutional provisions prohibiting discrimination on the basis of disability, race, creed, color, national origin, religion, ancestry, or need for special education services;
6. will comply with all provisions of the Charter Schools Act, including, but not limited to
  - a. employing individuals to teach who hold a license to teach in a public school in Tennessee
  - b. complying with Open Meetings and Open Records laws (T.C.A. §§ 8-44-101 et seq.; 10-7-503, 504) (guidance is available from the [Office of Open Records Counsel](#))
  - c. not charging tuition, except for students transferring from another district to the school pursuant to the local board's out-of-district enrollment policy and T.C.A. § 49-6-3003
  - d. following state financial (budgeting and audit) procedures and reporting requirements according to T.C.A. § 49-13-111, 120 and 127
  - e. requiring any member of the governing body, employee, officer or other authorized person who receives funds, has access to funds, or has authority to

make expenditures from funds, to give a surety bond in the form prescribed by T.C.A. § 8-19-101; and

7. Will, at all times, maintain all necessary and appropriate insurance coverage.

*Dwayne H. Tucker*

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**Signature**

Dwayne Tucker, CEO

**Name and Title of Authorized Signer**

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## Executive Summary

### A. An overview of the current mission and vision and any proposed changes.

Cameron College Prep is the first successful school district/charter turnaround partnership in Tennessee. This groundbreaking work began when Metropolitan Nashville Public Schools chose LEAD Public Schools as its partner to help turn around Cameron Middle School, which had been on the state's list of lowest performing schools (bottom 5%) for at least six years. Since assuming the charter in 2011, Cameron has been a TVAAS Level 5 school for overall growth every year and, over the past five years, has been the only zoned middle school in the district to receive Level 5 growth every year. In addition, Cameron has been named a Reward School for top academic growth three times: 2013-14, 2016-17, and 2017-18. The school has been featured by the Nashville Public Education Foundation as a thriving school<sup>1</sup> and by Chalkbeat Tennessee for best practices, specifically student-led conferences,<sup>2</sup> and for its turnaround success.<sup>3</sup>

Cameron's founding mission was to "support, train, and educate the next generation of responsible citizens." Over the past 10 years, the mission has evolved to a more comprehensive focus on preparing "all of our students with the knowledge and skills to succeed in college and in life." While not radically different than the founding mission, the current mission statement reflects our emphasis on all-means-all; every student who comes to Cameron, no matter what their needs or educational level, will leave the school prepared for the rigor of high school, with appropriate post-secondary options, and equipped with the social/emotional skills to succeed in life beyond school.

Cameron's core values, comprising five components, are embodied in the school's Ethos: courage, commitment, discipline, self-reliance, and service to others. All of the school's programming -- both academic and cultural -- is built on the Cameron Ethos. Students and adults are expected to exemplify these values in everything they do.

### B. The key components of your current educational model.

Cameron's educational model is built on the strong belief that all students can excel when given the right opportunities and support. Cameron students learn rigorous, standards-aligned content that is based in research-backed curriculums meant to build the problem solving and thinking skills necessary to be on the path toward college- and career-readiness. Students at each grade level have at least 90 minutes of English and math instruction daily and 90 minutes of science and social studies instruction every other day. Students who are new to the country and have an ACCESS score of 2.5 or lower are placed in the Newcomer Academy, where they receive specialized content instruction to accelerate language development. Newcomer Academy was necessary – changing neighborhood demographics necessitated taking positive steps to ensure all students were served, and LEAD Cameron rose to the challenge by creating the Newcomer Academy and continues to adapt it to the needs of students over time.

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<sup>1</sup> "LEAD Cameron: A Community Growing Together," Nashville Public Education Foundation, December 19, 2019, <https://thrivingschoolsnashville.org/cameron/>.

<sup>2</sup> Alyssa Patel, "How student-led conferences changed how I see my students," Chalkbeat Tennessee, August 19, 2019, <https://chalkbeat.org/posts/tn/2019/08/19/student-led-conferences/>.

<sup>3</sup> Grace Tatter, "Four years later, Tennessee's first-ever charter 'turnaround school' celebrates gains," Chalkbeat Tennessee, November 2, 2015, <https://chalkbeat.org/posts/tn/2015/11/02/four-years-later-tennessees-first-ever-charter-turnaround-school-celebrates-gains/>.

Students who come to Cameron below grade level receive math and English interventions targeting the specific skills needed to bridge gaps. All learning is driven by data, as teachers and staff constantly analyze student work and adjust instruction or provide individualized support accordingly.

An effective educational environment cannot be limited to academics; thus, Cameron emphasizes social and emotional development as well. Crew is a weekly advisory time when students, guided by their Crew leader, focus on critical life skills needed to be productive, engaged young adults. A student-needs survey is administered at the beginning of the year and drives counselors' small groups throughout the year, focusing on anything from how to have healthy friendships to how to stay organized. A whole-school focus on restorative practices helps students learn the communication skills needed to appropriately advocate for themselves. When it comes to excellence, staff at Cameron fully believe that students' feelings of safety and being loved are just as necessary as access to rigorous content.

Additional components of the educational model focus on engaging families and opportunities for students that extend beyond traditional academics. Parent and family nights, weekly surveys, and weekly notes help keep lines of communication between families and staff open. Elective offerings like photography and debate, after school sports and activities, and events like Boys' and Girls' Night and our Black History Month Homecoming Rally build students' knowledge and skills beyond traditional academics.

As a whole, Cameron's educational program can be summarized by Cameron's vision for effective teaching, practiced by all staff: effective teaching at Cameron is facilitating data-driven, student-centered work that is balanced by both rigor and love, and is supported by a strong classroom culture and high expectations.

## Section 1: Academic Success

A. Describe the school's academic achievement and growth results over the course of the current charter term. Include tables, charts, or graphs, as applicable, to illustrate cumulative and/or yearly assessment results.

Cameron has shown significant academic achievement and growth results over the course of the current charter term. A main indicator of Cameron's academic performance is reflected in exceptional results on TNReady. Cameron has been a Level 5 school for overall growth every year since assuming the charter in 2011, and was named a Reward School for top academic growth three years over this timeframe: 2013-14, 2016-17, and 2017-18. In 2018-19, Cameron's overall growth index in English Language Arts (ELA) was the highest and math was the fourth highest of all middle schools in MNPS (Tables 1 and 2). Additionally, in five years of data from 2013 to present, Cameron was a Level 5 for growth in 21 out of a possible 23 times, taking into account all subjects. The only subjects earning less than a Level 5 for overall growth were numeracy in 2016-17 and science in 2014-15, both of which were Level 3 (Table 9).

Cameron's consistently high growth measures combine with an increasing overall success rate to demonstrate a record of academic success. The state's shift to more rigorous college- and career-ready standards, introduced at Cameron in 2016-17 and implemented completely (in line with Tennessee's adoption) in 2017-18, necessitates a focus on data from this time period to benchmark academic success; academic data will therefore largely be discussed in reference to the years 2016-17, 2017-18, and 2018-19. In 2016-17, the average percentage of students earning "On Track" or "Mastered" in numeracy and literacy at Cameron was 13.9%. This increased to 18.2% in 2017-18 and 24.3% in 2018-19 (Appendix, Table 6). Cameron has demonstrated a particularly strong track record in math, where the percentage of students earning the "Below" designation in 2016-17 was 49.5%, decreasing to 27.8% in 2018-19. Additionally, the percentage of "On Track" and "Mastered" increased from 14.3% in 2016-17 to 34.5% in 2018-19 (Appendix, Table 6).

Cameron's ELA achievement has been more consistent over the last three years, mirroring the trend in the district and state. However, the fact that Cameron had the highest growth index in ELA of all 5-8 middle schools in MNPS in 2019, coupled with Cameron's WIDA ACCESS scores, indicates Cameron is also making substantial gains in this area. Specifically, the percentage of students meeting their differentiated growth standard based on prior composite level on WIDA ACCESS in 2019 was 51.5%, an increase of 21.6% from 2017-18. This is also in comparison to a state average of 49.8% and a district average of 47.1%, as Figure 3 shows. Similarly, the percentage of students who exited English Learner (EL) altogether was 19.7%, compared to 11.6% in 2017-18. In 2019, 14.3% of students exited in MNPS and 16.4% of students exited at the state (Figure 4). This is a success, especially given that the requirements became more rigorous in 2017-18 year, requiring students to earn at least a 5.0 on composite and literacy to exit, up from a 4.2 or higher composite and 4.0 for literacy previously.<sup>4</sup>

LEAD Public Schools began its partnership with MNPS in 2011 to turn around Cameron from a priority school. A priority school is defined by the state as falling in the bottom 5% of all schools in the state. Cameron's record of academic growth and achievement indicate that the school has not only been turned

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<sup>4</sup> 7-28-17\_IV\_J\_ESL\_Program\_Policy\_3\_207\_Attachment\_Clean\_Copy.pdf

around, but has become a top middle school in the district by several measures, even as academic standards and expectations across the state have become more rigorous.

**Table 1. 2018-2019 TVAAS ELA Composite Growth Index**

<b>Schools with Positive Growth Index</b>	<b>Index</b>	<b>Index Rank</b>
<b>Cameron College Preparatory</b>	5.39	1
Liberty Collegiate Academy	4.88	2
Valor Flagship Academy	4.65	3
Valor Voyager Academy	4.48	4
STEM Prep Academy	4.22	5
KIPP Academy Nashville	3.6	6
McMurray Middle	3.08	7
LEAD Prep Southeast	2.98	8
Nashville Academy of Computer Science	2.51	9
Martin Luther King Jr School	2.41	10
Intrepid College Preparatory Charter School	2.29	11
H. G. Hill Middle	2.21	12
Donelson Middle	2.11	13
Antioch Middle	2.04	14
KIPP Nashville College Prep	1.67	15
William Henry Oliver Middle	1.19	16
Knowledge Academy	0.71	17
DuPont Hadley Middle	0.49	18
Gra-Mar Middle	0.28	19
Head Middle	0.24	20
KA @ The Crossings	0.19	21

**Source:** Tennessee Department of Education School Wide TVAAS 2018-19 Subject-Level



**Table 2. 2018-2019 TVAAS Math Composite Growth Index**

<b>Schools with Positive Growth Index</b>	<b>Index</b>	<b>Index Rank</b>
Valor Voyager Academy	16.86	1
Valor Flagship Academy	16.66	2
Liberty Collegiate Academy	13.76	3
<b>Cameron College Preparatory</b>	13.49	4
KIPP Nashville College Prep	12.13	5
Nashville Academy of Computer Science	10.65	6
Nashville Prep	8.12	7
LEAD Prep Southeast	6.41	8
Stratford STEM Magnet School	6.12	9
KIPP Academy Nashville	5.5	10
McMurray Middle	5.08	11
Martin Luther King Jr School	3.72	12
Meigs Middle	3.54	13
Madison Middle	3.23	14
H. G. Hill Middle	3.03	15
Donelson Middle	2.86	16
Haynes Middle	2.41	17
Joelton Middle	2.05	18
Knowledge Academy	1.77	19
John F. Kennedy Middle	1.42	20
Head Middle	0.99	21
Thurgood Marshall Middle	0.48	22
KA @ The Crossings	0.13	23

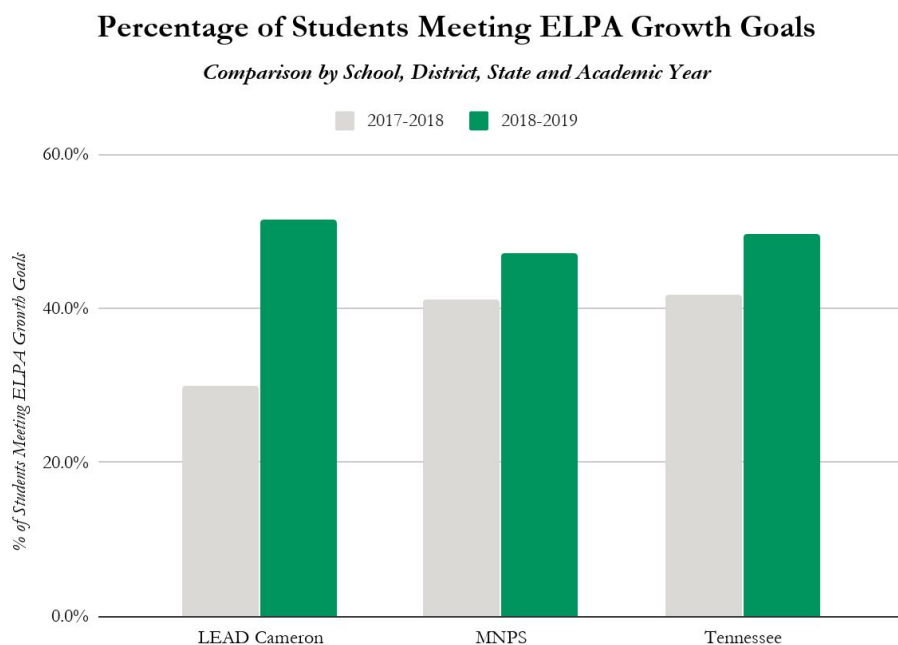
**Source:** *Tennessee Department of Education School Wide TVAAS 2018-19 Subject-Level*

**Table 9. Subject Level TVAAS Scores over Time**

Subject	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
School-Wide: Composite	5	--	5	5	5
School-Wide: Literacy	5	--	5	5	5
School-Wide: Numeracy	5	--	3	5	5
School-Wide: Literacy and Numeracy	5	--	5	5	5
School-Wide: Science	3	--	5	5	5

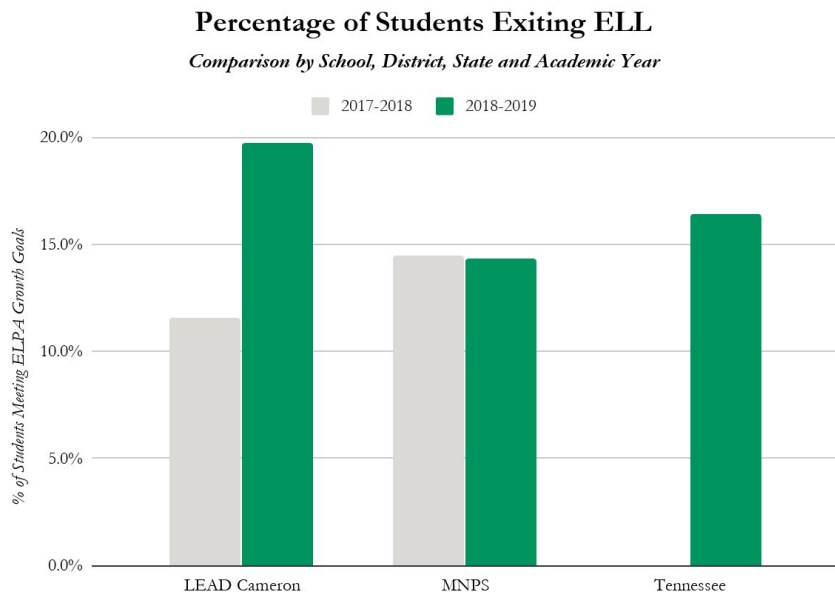
**Source:** TDOE: TVAAS Composites: School-Wide TVAAS: 2014-2015, 2015-2016, 2016-2017, 2017-2018, and 2018-2019.

**Figure 3. Percentage of Students Meeting ELPA Growth Targets: Comparison by School, District and State for Academic Years 2017-2018 and 2018-2019**



**Source:** Tennessee Department of Education English Language Proficiency Assessment 2019 District Level, 2018 District Level, 2019 School Level, and 2018 School Level

**Figure 4. Percentage of Students Exiting EL Comparison by School, District and State for Academic Years 2017-2018 and 2018-2019**



**Source:** *Tennessee Department of Education English Language Proficiency Assessment 2019 District Level, 2018 District Level, 2019 School Level, and 2018 School Level*

B. Address progress toward meeting academic goals outlined in the current charter agreement. Were any amendments made to academic goals? If so, explain.

The state’s shift to more rigorous college- and career-ready standards, implemented at Cameron in 2016-17 and across the state in 2017-18, has necessitated a focus on data from this time period to benchmark academic success. Moving forward, academic data will be mostly referenced for 2016-17, 2017-18, and 2018-19, with an emphasis on the last two years, as this was when standards were expected to be implemented with fidelity in all Tennessee schools.<sup>5</sup>

Since assuming the charter, LEAD has adopted new academic goals for Cameron as necessitated by the rigorous changes made over the last several years to Tennessee’s academic standards, testing program, and accountability measures. Cameron’s academic goals thus reflect what Tennessee’s Department of Education has determined to be appropriate measures of academic success.

Cameron’s current charter agreement states that Cameron must do the following:

Sustain or improve students’ rate of academic growth so that, within each student subgroup and grade that the Charter School manages, either: The percentage of students scoring at the proficient or advanced level in language arts and math equals or exceeds proficiency rates for student

<sup>5</sup> <https://www.tn.gov/education/instruction/academic-standards.html>

subgroups enrolled in the top decile of middle schools in Tennessee; or Students are achieving sufficient growth in language arts and math to meet proficiency standards within two years.

The goals as they are written in the current charter do not reflect that the state no longer uses the terminology “proficient” or “advanced”, or the fact that there is no reported data of top decile scores in the state.

Recognizing the importance of assessing academic progress and setting rigorous goals for students, Cameron has since pivoted to using the state’s Annual Measurable Objective (AMO) targets as academic goals, specifically looking at academic success, growth, and English Language Proficiency Assessment (ELPA) results for all students and subgroups. Ultimately, Cameron’s goal is for all students to be ready for college and ready for life. The AMO targets set by the state indicate Cameron’s progress toward this, taking into account the unique needs of its diverse population. In reference to AMO targets, data is specifically shared for the 2017-18 and 2018-19 school years to be directly in line with the shift in the state’s accountability protocol, when there was a move from looking at overall number of students passing to having multiple indicators for multiple subgroups. Below, Cameron’s progress toward each academic AMO is explained.

#### Success Rate

The state’s academic success rate is set to halve the non-success rate of all students and subgroups in eight years.<sup>6</sup> Cameron’s goal is to meet the AMO target set by the state for achievement overall and by subgroup. This is an ambitious goal; with an EL population currently at 44% (Appendix, Table 7), a net attrition rate characteristic of a zoned school at 13.6% in 2018-19 (Appendix, Table 17), and 76.82% or more of students coming to Cameron below the national norm in 5th grade, achievement is a particular challenge (Appendix, Table 16). Still, Cameron staff work every year to meet these goals and have increased the success rate each year. For example, in 2016-17, the overall percentage of students earning “On Track” or “Mastered” was 13.9%, 18.2% in 2017-18, and 24.3% in 2018-19. Cameron has been particularly strong in math, where the percentage of students earning the “Below” designation in 2016-17 was 49.5% in math, decreasing to 27.8% in 2018-19 while the percentage of students earning “On Track” or “Mastered” increased from 14.3% to 34.5% in 2018-19 (Appendix, Table 6). Though Cameron earned a “2” in achievement for all students and black, Hispanic and Native American students, these students did better than 50 percent of middle school students in grades 5-8 across the district (Table 11).

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<sup>6</sup> [https://www.tn.gov/content/dam/tn/education/accountability/Accountability\\_Protocol\\_2019.pdf](https://www.tn.gov/content/dam/tn/education/accountability/Accountability_Protocol_2019.pdf)

**Table 11. MNPS-Davidson County Middle School Achievement for 2018-2019**

Subgroup	1	2	3	4
All Students	50.00%	20.00%	16.00%	14.00%
Black or African American	50.00%	23.91%	13.04%	13.04%
Black/Hispanic/Native American	51.06%	23.40%	14.89%	10.64%
Economically Disadvantaged	52.08%	29.17%	8.33%	10.42%
English Learners with Transitional 1-4	41.18%	38.24%	5.88%	14.71%
Hispanic	31.58%	28.95%	21.05%	18.42%
Students with Disabilities	46.15%	38.46%	12.82%	2.56%
Subgroups	58.82%	17.65%	5.88%	17.65%
Super Subgroup	59.18%	16.33%	14.29%	10.20%
White	19.44%	27.78%	22.22%	30.56%

Note: 1-4 indicate the performance band for each subgroup based on how they performed relative to their goals for achievement; 4 is the highest, while 1 is the lowest. Percentages represent the percentage of middle schools in each indicator by subgroup.

**Source:** TDOE: *Accountability Indicator Scores and Data for Schools: School-Level 2019*

#### Value Added

The Value Added target is the same across the state, with schools and districts measured based on TVAAS designation. Cameron's goal is to earn a Level 5 for overall growth and for each subgroup. Cameron has thus far met this goal for two years in a row (Table 30). By earning the top measure for Value Added accountability in 2018-19, Cameron performed better than roughly 60% of other MNPS middle schools (grades 5-8), better than 80% of schools when it came to students with disabilities, better than 60% of schools when it came to English Learners, and better than roughly 70% of schools when it came to Black, Hispanic, and Native American students (Table 10).

**Table 30. TVAAS Growth Scores by Subgroup at Cameron for 2017-2018 and 2018-2019**

Subgroup	2017-2018	2018-2019
	Growth Score (out of 4)	Growth Score (out of 4)
All Students	4	4
Asian	--	--
Black or African American	4	4
Black/Hispanic/Native American	4	4
Economically Disadvantaged	4	4
English Learners with Transitional 1-4	4	4
Hispanic	4	4
Students with Disabilities	4	4
Subgroups	4	4
Super Subgroup	4	4
White	4	4

Note: 1-4 indicate the performance band for each subgroup based on how they performed relative to their goals; 4 is the highest, while 1 is the lowest.

**Source:** TDOE: Accountability Indicator Scores and Data for Schools: School-Level 2019; Suppressed School Indicator Scores 2017-2018 and 2018-2019

Table 10. MNPS-Davidson County Middle School TVAAS Growth for 2018-2019

Subgroup	1	2	3	4
<b>All Students</b>	17.14%	34.29%	8.57%	40.00%
<b>Black or African American</b>	5.41%	54.05%	16.22%	24.32%
<b>Black/Hispanic/Native American</b>	10.53%	47.37%	10.53%	31.58%
<b>Economically Disadvantaged</b>	15.38%	43.59%	12.82%	28.21%
<b>English Learners with Transitional 1-4</b>	7.32%	36.59%	17.07%	39.02%
<b>Hispanic</b>	14.29%	45.24%	7.14%	33.33%
<b>Students with Disabilities</b>	25.00%	39.58%	16.67%	18.75%
<b>Subgroups</b>	21.74%	43.48%	4.35%	30.43%
<b>Super Subgroup</b>	5.26%	52.63%	7.89%	34.21%
<b>White</b>	11.76%	52.94%	8.82%	26.47%

Note: 1-4 indicate the performance band for each subgroup based on how they performed relative to their goals; 4 is the highest, while 1 is the lowest. Percentages represent the percentage of middle schools in each indicator by subgroup.

**Source:** TDOE: Accountability Indicator Scores and Data for Schools in MNPS: School-Level 2019

#### ELPA

The state's ELPA targets, a measure that is indicative of the progress of between 25% and 44% of our student body depending on the year, is an indication of the percentage of students meeting their ELPA growth targets. Cameron's ELPA goal is to have 50% or higher of all students meet their ELPA growth target, as calculated by the state.<sup>7</sup> This measure is on par with an AMO target, with 60% or higher being reflective of a double AMO target. In 2018-19, Cameron met the target in ELPA for all students and four subgroups (Appendix, Table 12). In 2018-19, Cameron also beat the district overall percentage in students with disabilities exiting EL, with an 8.3% compared to 5.5% with the district and 6.0% with the state (Appendix, Table 4). (There were not enough students at Cameron with disabilities who took the assessment in 2017-18 for a data point).

<sup>7</sup> [https://www.tn.gov/content/dam/tn/education/accountability/Accountability\\_Protocol\\_2019.pdf](https://www.tn.gov/content/dam/tn/education/accountability/Accountability_Protocol_2019.pdf)

## MAP

Though not a state accountability measure, Cameron has also set benchmark goals around the Measures of Academic Progress (MAP) test, which indicates student growth over the course of the year. Unlike TNReady, MAP also offers a direct comparison for Cameron students to their peers nationally. Cameron adjusts school-based MAP goals annually to reflect the previous year's data, increasing the goal when it has been met. Cameron's MAP data has steadily increased in alignment with new standards. For example, in 2018-19, 58.6% of students met or exceeded their growth goal on MAP in reading and 68.5% in math, in comparison to 49.3% and 65.2% respectively in 2016-17 (Tables 18 and 19).

**Table 18. Student Fall to Spring Growth Mathematics Goal Attainment for NWEA MAP Scores by Academic Year**

	Percent Meeting Goal	Percent Not Meeting Goal
<b>2016-2017</b>	65.2%	34.8%
<b>2017-2018</b>	62.7%	37.3%
<b>2018-2019</b>	68.5%	31.5%

*Source: NWEA MAP with Fall and Spring Mathematics data for 2016-2017, 2017-2018, and 2018-2019.*

**Table 19. Student Fall to Spring Reading Growth Goal Attainment for NWEA MAP Scores by Academic Year**

	Percent Meeting Goal	Percent Not Meeting Goal
<b>2016-2017</b>	49.3%	50.7%
<b>2017-2018</b>	59.0%	41.0%
<b>2018-2019</b>	58.6%	41.4%

*Source: NWEA MAP with Fall and Spring Reading data for 2016-2017, 2017-2018, and 2018-2019.*

## Additional Goals

The current charter agreement requires goals based on number of instructional minutes, students enrolled in advanced coursework, and teacher performance. Below are details around these goals.

**Instructional minutes:** With 420 minutes in a student's day, the number of instructional minutes at Cameron surpasses the district's 390.

**Students enrolled in advanced coursework:** The primary advanced coursework offering at Cameron has been Integrated I math for high school credit, which allows 8th graders the opportunity to be on a



trajectory to more easily take Advanced Placement Calculus in high school. Cameron's goal for enrollment has evolved over time. A goal based on participation is not necessarily appropriate, as students who take Integrated I in place of 8th grade math will never be taught the concepts focused on in that course. A more appropriate goal is for 100% of students in Integrated I to be "On Track" or "Mastered" on the Integrated EOC exam. In 2016-17, 47% of 8th graders who took Integrated I were on "On Track" or "Mastered", surpassing the district's 39% and the state's 40% (Table 13). While better than other Integrated programs across the state, Cameron paused the program in 2017-18 because the number of "On Track" or "Mastered" was not close enough to 100% to justify students surpassing 8th grade math. In 2019-20, Cameron has coordinated with LEAD Academy High School to allow students who had a math RIT score on their 7th grade math MAP assessment of 240 or higher the opportunity to take Integrated I in addition to 8th grade math. At the close of Semester 1, 100% of students were on track to pass the course.

**Table 13. TNReady Proficiency Band Comparison for Integrated Math during the 2016-2017 Academic Year**

	LEAD Cameron	MNPS	Tennessee
<b>Number On Track &amp; Mastered</b>	14	161	179
<b>Number of Valid Tests</b>	30	412	445
<b>Percent On Track &amp; Mastered</b>	47%	39%	40%

*Source: TDOE: State Assessments: Assessment Files: School-Level 2017*

Cameron's second focus around advanced coursework has been to engage 100% of students who are at or above grade level in reading and writing to participate in an additional academic offering to extend learning. Since 2013-14, Cameron has facilitated participation of students in Duke's Talent Identification Program (TIP), where qualifying students take the ACT in hopes of scoring high enough to be invited to a four week program at Duke University. Since first participating in the program, approximately two to three students qualify for the program each year, which typically means they scored a 21 or higher on the ACT; two students have also earned full scholarships to attend the program.

Cameron's Science Fair serves as an additional opportunity for students. This also began in 2013 with 20 5th graders. Participation has expanded each year. In its 7th year, Cameron's science fair has 71 student participants in grades 5-8. This year, Cameron was able to send 30 students to Belmont University's Middle Tennessee Science and Engineering Fair (MTSEF) because of awards won in the past. Several students have won second, third, and fourth place, and one student won an engineering award. MTSEF has also been able to earn grants as a result of the diversity brought to the fair by Cameron students.

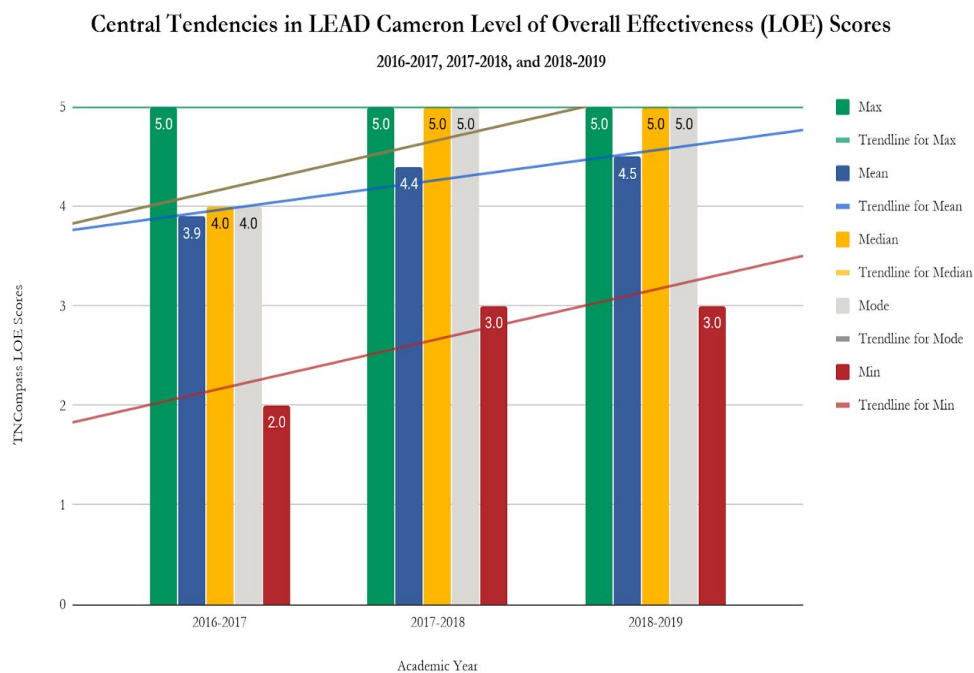
Finally, since 2011 Cameron has had two students qualify as gifted. Cameron implemented the following supports to help these students succeed:

- Testing for Eligibility, IEP creation, development, and implementation
- Subject-specific grade acceleration

- Training grade level staff on characteristics of students who are gifted as well as evidence-based practices to enrich content for students who are gifted, including “ ‘that’ plus ‘and’ ” strategy to add complexity to student projects
- Resources for teachers including "cheat sheets" to support with adding complexity and depth to their lessons
- Renzulli<sup>8</sup> program for project opportunities for students who are gifted
- Project-based intervention as a result of a collaboration between a general education teacher and gifted specialist that used complexity, creative thinking, and problem solving.

Teacher performance: Cameron’s goals for teacher performance center around two areas -- teacher Level of Effectiveness (LOE) and TEAM evaluation scores. LOE is a measure of teacher effectiveness calculated by the state using a number of factors including TVAAS, which is how much students grow in comparison to their peers and based on their past performance.<sup>9</sup> A vast majority of Cameron students come to Cameron below their peers across the country, as evidenced by MAP data (Appendix, Table 16). Thus, teacher LOE is an appropriate measure of teacher performance, with the goal of 100% of teachers earning a 3 or higher each year. According to TNCompass, this goal was met in both 2017-18 and 2018-19, with only one teacher earning a 2 in 2016-17. Additionally, the average teacher LOE has increased each year, with a 3.9 in 2016-17, a 4.4 in 2017-18, and a 4.5 in 2018-19 (Figure 9).

**Figure 9. Central Tendencies and Trends Over the Past Three Consecutive Years for LEAD Cameron Teachers’ TNCompass Level of Effectiveness (LOE) Scores**



**Source:** *TNCompass Level of Effectiveness (LOE) Scores 2016-2017, 2017-2018, and 2018-2019.*

<sup>8</sup> The Renzulli program was developed by Dr. Joseph S. Renzulli who has more than 40 years of research and is a leader in the field of gifted education. Renzulli’s program and approach supports students that are gifted to achieve their full potential by asking them to apply, deepen, and extend their learning through differentiated assignments that enhance critical-thinking and problem-solving skills.

<sup>9</sup> <https://team-tn.org/wp-content/uploads/2020/01/TEAM-LOE-FAQ.pdf>

The Tennessee Educator Acceleration Model (TEAM) rubric is a product of a collaboration between the Tennessee Department of Education and National Institute for Excellence in Teaching to outline standards of teaching using research and publications based on education psychology, cognitive science research, and national and state teacher standards organizations.<sup>10</sup> Cameron has thus set goals using this measure of academic success, specifically tracking averages in teacher evaluation performance as well as average rubric scores for high-leverage components of the TEAM rubric. Teacher instruction has improved over time, averaging above expectations with a 3.23 instructional average in 2016-17, a 3.51 average in 2017-18, and a 3.52 average in 2018-19 (Table 8). Over the course of this time, average scores in Questioning, Feedback, and Thinking, three benchmarks of rigorous student learning, have also increased. The average score in Questioning at Cameron in 2016-17 was 3.13, increasing to a 3.36 in 2018-19; the average in Academic Feedback was a 3.1 in 2016-17, increasing to a 3.39 in 2018-19, and the average in Thinking was a 2.96 in 2016-17, increasing to a 3.02 in 2018-19 (Appendix, Table 22).

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<sup>10</sup> <https://team-tn.org/research/>

**Table 8. Central Tendencies for Staff Instructional, Professionalism and Level of Overall Effectiveness Scores Over a Three Year Span**

Central Tendency	Instructional				Professionalism				Level of Overall Effectiveness (LOE)			
	16-17	17-18	18-19	Avg	16-17	17-18	18-19	Avg	16-17	17-18	18-19	Avg
<b>Max</b>	4.10	4.40	4.40	4.40	5.00	5.00	5.00	4.92	5.00	5.00	5.00	5.00
<b>Mean</b>	3.23	3.51	3.52	3.40	3.79	3.85	4.09	3.90	3.90	4.40	4.50	4.26
<b>Median</b>	3.20	3.50	3.50	3.40	3.80	3.80	4.30	3.92	4.00	5.00	5.00	4.00
<b>Mode</b>	3.20	3.50	3.10	3.20	3.00	3.80	4.30	4.25	4.00	5.00	5.00	4.00
<b>Min</b>	2.40	2.30	2.50	2.40	3.00	1.80	2.00	2.00	2.00	3.00	3.00	2.00

**Source:** TNCompass "Observation Data Export: Teacher: TEAM General Educator" Report for 2016-2017, 2017-2018, and 2018-2019; TNCompass "Observation Data Export: Teacher: TEAM Professionalism" Report for 2016-2017, 2017-2018, and 2018-2019; TNCompass "Evaluation of Scores by Educator" Report for 2016-2017, 2017-2018, and 2018-2019.

C. Outline the school's assessment system and explain how assessments are used to inform instructional practice, evaluate teacher effectiveness, and design and implement professional development.

Cameron relies on a robust assessment system to inform instructional practice, evaluate teacher effectiveness, and design and implement professional development. Assessments, both summative and formative, are given throughout the year and leveraged immediately to enhance academic outcomes for students. Below is an overview of the major assessments given at Cameron, as well as how data from assessments are utilized.

#### TNReady Data

Though TNReady is taken at the conclusion of each year, both growth and achievement data are thoroughly reviewed for trends across subjects, grade levels, and subgroups. The findings from this review dictate the school-wide focus and goals for the coming year; these goals are reflected in Cameron's internal Professional Development calendar as well as in instructional coaching and ongoing data analysis priorities. For example, Cameron's math results in 2016-17 led to a change in planning practices and teacher expectations for the 2017-18 school year, which ultimately put Cameron on the trajectory of success for the 2018-19, when Cameron jumped 20.2% in achievement from the 2016-17 school year (Appendix, Table 6). Teacher Levels of Effectiveness and TEAM scores are also reviewed in relation to this data to craft professional development plans for individual teachers based on need.

### Measure of Academic Progress (MAP) Reading and Math Tests

Cameron students take the MAP assessment twice a year, once at the beginning and once at the end. The data from this assessment reveals how students perform in comparison to their grade level peers across the country, which specific skills they struggle with and excel at, and how students grow from test to test.

The comparative data from MAP is used to assign students to classes. For example, students above grade level are placed on track to take Integrated I for high school credit in 8th grade. This information and method of creating classes allow for students who need the most support in ELA and math to have the strongest teachers as defined by Levels of Effectiveness. MAP scores also dictate intervention placement, with students receiving additional targeted support in ELA and math as needed. Science and social studies classes are rostered by mixed ability levels.

MAP data is used throughout the year to inform small group instruction within classes. Instructional coaches launch MAP data analysis using whole group professional development, then follow up with teachers individually to analyze where each student in their classes is at using RIT scores and the learning continuum on MAP. The learning continuum shows specific areas of need by student and subject area. This information is the basis of small group plans and expectations for scaffolding instruction.

### Network Interim Assessments

Network Interim Assessments (NIAs) are administered to students twice a year and are an opportunity to see how students demonstrate knowledge and skills on high-leverage standards in ELA and math. The NIAs are given at the same time across the LEAD network to allow for thorough data analysis and shared best practices among teachers and leaders at different schools. At Cameron, NIA data is analyzed within two weeks of administering the assessment. Coaches work individually with ELA and math grade level teams to determine student misconceptions and plan reteaches. The data is also paired with MAP data to predict whether students are on track to pass TNReady. This information supports small group instruction and changes in remediation groups.

### Common Math and ELA Unit Assessments

Cameron teachers employ Understanding by Design, a research-based best practice, for planning units and assessments. Using the knowledge and skills required by the standards, end-of-unit and mid-unit assessments are revised and finalized prior to the beginning of each school year. Grade level teachers administer the assessments on the same days as each other, and use the results of the assessments to plan reteach lessons on reteach days already built into unit plans. Exit tickets are written to align to the end-of-unit assessments so that teachers can assess how students are progressing throughout the course of a unit. These exit tickets, along with key assignments, are reviewed in data meetings with coaches using a format where teachers break down the standard again, review student work at varying levels, identify gaps between student work and the teacher exemplar, identify the misconceptions students have that are leading to those gaps, and plan whole class or small group reteaches to address those gaps.

### WIDA ACCESS Scores

ACCESS scores are used in a variety of ways to assess programmatic success and inform instructional decisions. Instructional leaders at Cameron review ACCESS scores by domain and across teachers, as well as look at the percentage of students who met their growth goals on ACCESS and the percentage of

students who exited out of English Learner (EL) programming. Student overall scores dictate placement of individual students in classes, with students scoring lower than a 2.5 considered for Cameron's Newcomer Academy, where they receive targeted instruction on the requisite language skills needed to successfully access grade level content with provided scaffolds. Additionally, coaching assignments are partly dictated by teacher need as determined by ACCESS scores. For example, ELA teachers working with EL students will receive coaching from an EL expert trained in SIOP strategies. ACCESS scores by domain dictate one of Cameron's whole-school focuses every year. In 2018-19, for example, Cameron focused on quality conversations in classrooms between students, in part as a result of lower speaking scores on ACCESS from the prior year. Also, instructional leaders annually make revisions to EL lessons based on data. For example, the lessons in Cameron's Newcomer Academy were intentionally revised in 2018-19 with a greater emphasis on vertical alignment to non-Newcomer Academy classes to further promote the successful transition of students out of Newcomer Academy. ACCESS results in 2018-19 indicate programmatic success, which can be attributed in part to these changes (Appendix, Tables 3 and 4). Finally, while not every teacher works directly with EL students, Cameron takes on the philosophy that teaching with EL strategies is good teaching; thus whole-staff professional development focused on EL strategies is built into the professional development calendar.

D. We will be reviewing all state recorded summative data. Describe how the school will use this data along with other data (qualitative and quantitative) to evaluate the effectiveness of the academic program. You will need to include an explanation for any decreases in the data and measures taken to correct the decreases.

A number of measures are used to determine the effectiveness of Cameron's academic program. First and foremost is state recorded summative data, specifically TNReady and ACCESS results. At Cameron, TNReady growth and achievement scores, as well as ACCESS scores, are disaggregated and reviewed by content, grade level, teacher, and subgroup. ACCESS data is also reviewed by domain and with consideration to students meeting growth goals as well as the percentage of students exiting English Learner (EL) programming. Cameron's instructional team analyzes areas of particular strength and weakness to determine which practices from the previous year were successful and should be repeated, as well as what needs to change. This information is analyzed in conjunction with MAP, teacher Levels of Effectiveness and TEAM scores, as well as attendance data, suspension data, and student survey results to determine the effectiveness of Cameron's program. Attendance, suspensions, and student survey results are viewed as measures of student engagement, which is critical to student learning.

Current and past assessment data indicate an overall successful academic program at Cameron. Cameron has been a Level 5 school for overall growth every year since assuming the charter (Appendix, Table 9), and was named a Reward School for top academic growth three years over this timeframe: 2013-14, 2016-17, and 2017-18. In 2018-19, Cameron's overall growth index in ELA was the highest and math was the fourth highest of all 5-8 middle schools in MNPS (Appendix, Tables 1 and 2). Additionally, in 5 years of data from 2013 to present, LEAD Cameron was a Level 5 for growth in 21 out of a possible 23 times, taking into account all subjects. The only subjects earning less than a 5 for overall growth were numeracy in 2016-17 and science in 2014-15, both of which were level 3 (Appendix, Table 9).

By earning the top measure for Value Added accountability in 2018-19, Cameron performed better than roughly 60% of other MNPS middle schools (grades 5-8) when it came to all students, better than more than 80% of schools when it came to students with disabilities, better than more than 60% of schools when it came to English Language Learners, and better than roughly 70% of schools when it came to Black, Hispanic and Native American students (Appendix, Table 10).

Achievement percentages also indicate success. In 2016-17, the average percentage of students earning “On Track” or “Mastered” in numeracy and literacy at Cameron was 13.9%. This increased to 18.2% in 2017-18 and 24.3% in 2018-19. Cameron has been particularly strong in math, where the percentage of students earning the “Below” designation in 2016-17 was 49.5%, decreasing to 27.8% in 2018-19 (Appendix, Table 6). This is similar in Cameron’s population of Students with Disabilities (SWD): in 2016-17, the percentage of students “Below” was 73.3%, decreasing to 63.5% in 2018-19 (Appendix, Table 26). Additionally, the percentage of all students who earned the “On Track” or “Mastered” designation increased from 14.3% in 2016-17 to 34.5% in 2018-19 (Appendix, Table 26). Though Cameron earned a “2” in its AMO for achievement (Success Rate) for all students and Black, Hispanic, and Native American students subgroup in 2018-19, this outperforms 50 percent of middle school students in grades 5-8 across the district (Appendix, Table 11).

WIDA ACCESS scores further indicate overall success of Cameron’s academic program. Specifically, the percentage of students meeting their differentiated growth standard based on prior composite level on WIDA ACCESS in 2019 was 51.5%, an increase of 21.6% from 2017-18. This is also in comparison to a state average of 49.8% and a district average of 47.1% in 2019 (Appendix, Table 3). Similarly, the percentage of students who exited EL demonstrates programmatic success, as this number was 19.7% in 2018-19, compared to 11.6% in 2017-18. In 2019, 14.3% of students in MNPS exited and 16.4% of students in the state exited (Appendix, Table 4). This is a success, especially given that the requirements became more rigorous in 2017-18 year, requiring students to earn at least a 5.0 on composite and literacy to exit, up from a 4.2 or higher composite and 4.0 for literacy previously and demonstrate higher language skills to get the same proficiency levels.

Measures of student engagement are also strong. Cameron’s three year average on key questions in a whole-school student survey indicates this (Table 14), as does Cameron’s increase in attendance (Appendix, Table 20) over time and a decrease in suspensions each year, from 17.6% in 2014-15 to 8.8% in 2018-19 (Table 21).

**Table 14. Averaged Student Culture Survey Data for Academic Years 2016-2017, 2017-2018, and 2018-2019**

Question or Prompt	Students who (Strongly) Agree
<b>I have an adult in the school I know I can trust</b>	81.40%
<b>My teachers believe in me</b>	89%
<b>My school is a good place to learn</b>	90.9

***Source:** Internal LEAD Cameron School Culture Surveys Completed by Students for Academic Years 2016-2017, 2017-2018, and 2018-2019.*

**Table 21. Suspensions Over Time**

School Year	Individual Suspensions	Individual Students	Percent of All Students
<b>2014 - 2015</b>	248	138	17.6%
<b>2015 - 2016</b>	167	110	14%
<b>2016 - 2017</b>	232	105	11.9%
<b>2017 - 2018</b>	152	77	9.1%
<b>2018 - 2019</b>	125	75	8.8%

***Source:** Metro Nashville Public Schools Data Warehouse*

The data indicate three areas that need improvement (Table 26). The first is achievement in math for EL students, which has increased over time but not as substantially as all students. Additionally, ELA achievement for all students has been relatively stagnant despite immense growth. Cameron had 13.5% of All Students “On Track” or “Mastered” in 2016-17 compared to 14.3% in 2018-19. Finally, the relative performance of Students with Disabilities as a subgroup compared to all students necessitates attention.



**Table 26. Proficiency on TNReady Three Testing Administrations**

		ELA			MATH		
		2016-2017	2017-2018	2018-2019	2016-2017	2017-2018	2018-2019
ELL	<b>Below</b>	67.2%	61.2%	59.8%	62.3%	61.1%	43.3%
	<b>Approaching</b>	32.3%	35.4%	39.6%	31.9%	27.4%	45.7%
	<b>On Track</b>	0.5%	3.4%	0.6%	5.8%	10.9%	11.0%
	<b>Mastered</b>	0.0%	0.0%	0.0%	0.0%	0.6%	0.0%
Ex Ed	<b>Below</b>	67.6%	64.9%	68.5%	73.3%	67.3%	63.5%
	<b>Approaching</b>	31.0%	28.1%	28.8%	22.5%	24.1%	29.7%
	<b>On Track</b>	1.4%	7.0%	2.7%	2.8%	6.9%	5.4%
	<b>Mastered</b>	0.0%	0.0%	0.0%	1.4%	1.7%	1.4%
All	<b>Below</b>	38.1%	34.2%	34.1%	49.5%	42.5%	27.8%
	<b>Approaching</b>	48.4%	49.2%	51.6%	36.2%	37.8%	37.7%
	<b>On Track</b>	12.7%	16.1%	12.7%	12.4%	17.1%	29.9%
	<b>Mastered</b>	0.8%	0.5%	1.6%	1.9%	2.6%	4.6%

**Source:** Metro Nashville Public Schools Data SharePoint Three Year Aggregated Summary

These areas of concern are caused by several factors. First is the substantial change in student population being served at Cameron. Here are some measures that illustrate this change over time:

- In the 2013-14 school year, 24.05% of Cameron students were EL. In 2018-19, that percentage was 34.3%. Today, it is nearing 45% (Table 7).
- In 2013-14, 29.4% of Cameron's student population was white (largely of middle eastern descent), 44.3% was Hispanic, and 22.5% was Black; in 2018-19, 11.3% was white, 61.4% was Hispanic, and 25.4% was Black (Appendix, Table 23).
- In 2016-17. The largest percentage of non-native students came from Egypt. In 2018-19 and today, the largest percentage of non-native students come from Guatemala (Appendix, Figure 18).
- In 2016-17, there were 233 native English speakers and 344 native Spanish speakers at Cameron. In 2018-19, there were 182 native English speakers and 410 native Spanish speakers. Today, there are 157 native English speakers and 507 native Spanish speakers, some of which actually speak native Mayan languages, but are classified as Spanish (Appendix, Table 25).

**Table 7. English Language Learner Population at LEAD Cameron Over Time**

	ELL		Not ELL	
	Count	Percent	Count	Percent
2013-2014	127	24.05%	401	75.95%
2014-2015	183	25.63%	531	74.37%
2015-2016	220	33.23%	442	66.77%
2016-2017	241	32.39%	503	67.61%
2017-2018	243	32.93%	495	67.07%
2018-2019	241	34.33%	461	65.67%
2019-2020	319	44.68%	395	55.32%

**Sources:** *EIS Research Queries: English Language Learners 2013-2014, 2014-2015, 2015-2016, 2016-2017, 2017-2018, 2018-2019; EIS Standard Reports: Net Enrollment Annual 2013-2014, 2014-2015, 2015-2016, 2016-2017, 2017-2018, 2018-2019; Infinite Campus 2019-2020 as of 2/14/2020.*

As Cameron's population has shifted, so have a number of policies and structures. More rigorous ELA and math standards were implemented across Tennessee in 2017-18. Additionally, Cameron adjusted how dually identified students received services this same year, moving dually identified students to EL ELA classes with inclusion support. While this service model is the best method to ensure students are getting all of their needs met, it posed a new challenge for teachers working with these students. When pairing this with the typical challenges of working with a zoned population, including the high mobility rate -- 40% in 2018-19 (Appendix, Table 17) -- and students who come to Cameron below the national norm -- consistently more than 78.5% in math and 76.8% reading (Appendix, Table 16) -- Cameron has had to intentionally refine its academic program to support all students.

To address ELA achievement, the LEAD network partnered with The New Teacher Project in 2019 to audit instructional practices. The findings from this audit are currently being used to make adjustments to the materials put in front of students. At the same time, the instructional team at Cameron has intentionally adjusted support for ELA teachers so they receive coaching on strategies and practices needed for successful instruction of English Learners and dually identified students. This includes, but is not limited to, SIOP strategies and Universal Design for Learning. As Cameron's EL population has increased, so has the need for additional EL teachers and instructional support. Throughout the 2019-20 school year, Cameron has restructured the Newcomer Academy to support more English learners with foundational language development. Cameron added newcomer and EL math support for the first time in 2019-20, building an intentional curriculum to blend needed math remediation and grade level standards. The Newcomer Academy is now serving approximately 150 students, compared to between 50 and 60 in 2018-19. For the 2020-21 school year, Cameron is further expanding EL program needs, with additional newcomer classes to lower class sizes further and differentiate more. At the same time Cameron is increasing the number of certified EL teachers and support, including adding an additional full time coach

and reading expert, as well as offering financial reimbursements to Cameron teachers seeking EL certification through Lipscomb University.

To support students with disabilities, Cameron added a reading interventionist in 2019-20; she specifically focuses on working with students with disabilities on their reading IEP goals. This teacher has one class on each grade level which students attend in addition to their grade level ELA inclusion class. Cameron also employs a full time Exceptional Education (ExEd) Coordinator who gives in-depth feedback on all IEPs and observes ExEd teachers in the classroom to ensure students are getting exceptional instructional services. The ExEd Coordinator engages in data discussions with each teacher to plan for small group instruction based on student need and provides feedback on small group lessons. Additionally, the coordinator has begun to develop in-depth attendance plans for each student with a disability who is identified as on track to being chronically absent. For the 2020-2021 school year, Cameron plans to hire additional ExEd support with the purpose of building the capability of all teachers to serve students with disabilities more effectively.

#### E. Discuss progress made toward closing achievement gaps

Cameron has seen significant growth with students of all subgroups, consistent with growth among all students. Since the state began setting Annual Measurable Objectives (AMOs) in the 2017-18 school year, every subgroup at Cameron has earned the top designation for growth (Appendix, Table 30). Since Cameron began implementing college- and career-ready standards in 2016, Hispanic and African American students' achievement is reflective of All Students' Achievement. For example, in 2018-19, 27% of African American and 33% of Hispanic students were "On Track" or "Mastered" in math, compared to 31% of all students (Appendix, Table 27). In 2018-19, Cameron met its AMO target for Hispanic students and economically disadvantaged students in Achievement (Appendix, Table 29). AMO targets for ELPA were also met this year for African American students, English learners, and Hispanic students (Appendix, Table 12). Any time an AMO target is met for a subgroup, it is an indication that a school is making adequate progress toward closing an achievement gap.

With a large percentage of English Learner (EL) students, Cameron looks to the percentage of students exiting the EL program each year as a measure of closing achievement gaps, as this indicates students are able to successfully engage in the general education curriculum. In 2018-19, 19.7% of students exited the program, which is an increase from 2017-18 when it was 11.6% and compares favorably to MNPS, which was 14.3%, and the state, which was 16.4% in 2018-19 (Appendix, Table 4).

LEAD is also proud to close the gap between students with disabilities and students without disabilities in their college and career pathway. LEAD boasts a 100% college acceptance rate. In 2019, two students with moderate to severe disabilities who attended Cameron's first class were accepted into post-secondary programs, one enrolling with the Community Based Transition Program with MNPS and one enrolling at Tennessee Rehabilitation Center. This is a significant accomplishment as it indicates the overall success of LEAD's program in closing gaps that could persist after high school.

Achievement of EL students and students with disabilities remains an area of focus, as their percentage of achievement in math and ELA is lower than the whole school percentage. To support closing this gap, teachers and instructional leaders at Cameron review assessments by subgroup and craft reteach plans targeting the specific needs of students. Additionally, EL students and students with disabilities receive remediation during intervention time in literacy. All students identified as significantly below their peers in math also receive small group instruction at least twice a week in addition to small groups that occur

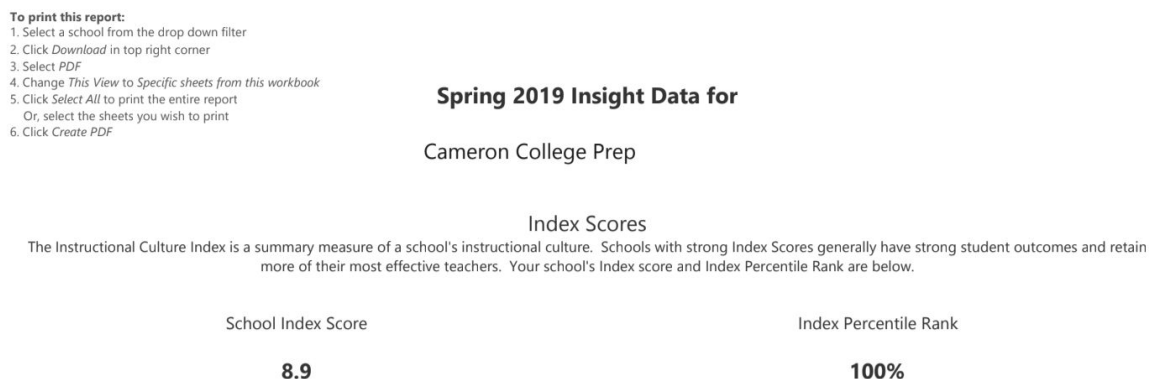
more regularly in class as needed. Students with an ACCESS score lower than 2.5 receive further intentional support in literacy instruction in all subjects through Cameron's Newcomer Academy. Cameron staff will continue to collect, analyze, and act on data to ensure students in these subgroups are making progress towards catching up with their peers.

#### F. Outline leader and teacher professional development and its impact on student achievement.

Cameron's structures are designed to have the greatest impact on student achievement. In addition to the Principal and Assistant Principal of Instruction (API), Cameron has three instructional coaches, an Exceptional Education (ExEd) Coordinator, an EL Coordinator, and a content leader for each subject. This team makes up Cameron's instructional leadership team. Prior to each school year, the Principal and API develop professional development for the rest of the instructional team using best practices published by reputable instructional institutions and organizations, including TNTP, Relay, and ASCD. Professional development targets not only instructional practices needed by students, such as Understanding by Design, Universal Design for Learning, Sheltered Instruction Observation Protocol, and TN Standards for Mathematical practices, but also best practices in developing teachers, including how to give high quality feedback, live coach, give strong lesson plan feedback, and prepare for and lead high quality data meetings. The instructional team meets approximately once a month to dive into a problem of practice, sharpen skills, and discuss trends with instructional practices across the school. Members of the team also co-observe classrooms on an approximately weekly basis to assess trends, and the Principal and API co-observe and provide feedback to coaches on their observation feedback, data meeting, and lesson plan feedback practices on a weekly basis. The Principal and API are currently engaged in leadership coaching to hone their skills of building the capacity of the rest of the team. They also participate in monthly professional development and collaboration sessions with administrators from other LEAD schools.

The professional development that is most frequently cited by teachers as having a significant impact on their instruction is instructional coaching. Each teacher has a coach who observes them anywhere between once every two weeks to three times a week based on need. Coaches work with teachers to define precise focus areas and action steps to improve their instructional practice. Coaches are sounding boards for teachers and co-plan and assess data with them. Cameron has consistently scored in the top quartile of Tennessee charter schools on the Insight survey, which measures staff perception of the culture within a school. At the end of the 2018-19 school year, Cameron was in the 100th percentile for schools on the three survey questions that research suggests correlate to high student outcomes (Figure 20).

**Figure 20. Spring Insight 2019 Index Score and Percentile**



**Source:** *TNTP LEAD Cameron Insight Report 2019*

The impact of coaching on teacher development is immediate. To illustrate this, consider one of our 8th grade ELA teachers. On the first round of TEAM evaluations this year, she scored a 3 in Presenting Instructional Content, Academic Feedback, and Questioning. After weeks of coaching and action steps based on sub-objectives, dispersing questioning, aggressively monitoring student work and providing feedback in the moment, and pushing students to unpack their own errors, this teacher's scores improved on Round 2 to a 5 in Presenting Instructional Content and 4s in Academic Feedback and Questioning. Student data increased along with this; 78.9% of this teacher's 8th grade students mastered standard RL.KID.2 on the first End-of-Unit Assessment, which happened around Round 1. Nearly 64% of this teacher's 8th grade students mastered RL.CS.4 on this assessment, and 48.80% mastered RL.CS.6 on this assessment (Figure 21). On the second End-of-Unit assessment, these numbers increased to 86.4%, 77.80%, and 80.60% respectively. Data meetings have a similar impact. For example, after 5th grade math teachers implemented a reteach on standard NBTA.A.3 targeting the student misconception of not conceptualizing how the placement of a digit changes the value of the number, mastery improved from 52.6% to 63.5%. Both are just examples of the impact that is seen on a regular basis.

**Figure 21. Example of Impact of Coaching on Teacher Development and Student Learning**

Example of Impact of Coaching on Teacher Development and Student Learning																								
<p>TEAM Growth <i>Round 1</i> → <i>Round 2, 2019</i></p> <p>Presenting Instructional Content: 3 → 5</p> <p>Academic Feedback: 3 → 4</p> <p>Questioning: 3 → 4</p> <p>Coaching Action Steps for this teacher:</p> <p>Create purposeful, oral check for understanding for each sub objective and use them to disperse thinking through intentional cold call</p> <p>Check students' independent work to determine whether they're learning what you're teaching by 1) naming the lap 2) plan your track 3) exemplar in hand 4) check answers against your exemplar 5) track correct and incorrect answers</p> <p>Increase the rigor by letting students unpack their own errors &amp; building a solution 1) use an example that mirrors the expectation you want them to meet then 2) ask "what is the difference between what you wrote and this example?"</p>		<p>End of Unit Assessment Growth</p> <table> <tr> <th></th><th>RL.KID.2</th><th>RL.KID.3</th><th>RL.CS.4</th><th>RL.CS.6</th></tr> <tr> <td>2019 TNReady</td><td>48%</td><td>48%</td><td>54%</td><td>22%</td></tr> <tr> <td>End of Unit 1 Assessment</td><td>78.90%</td><td>66.60%</td><td>63.80%</td><td>48.80%</td></tr> <tr> <td>End of Unit 2 Assessment</td><td>86.40%</td><td>69.90%</td><td>77.80%</td><td>80.60%</td></tr> </table> <p>This chart highlights the growth of standards that were assessed on both the End-of-Unit 1 and End-of-Unit 2 assessments. There were four overlying standards. Each percentage represents the number of points earned towards a particular standard. These standards are measured and tracked this way to match Tennessee Department of Education's method of tracking standards on TNReady. Not only is there growth from one End-of-Unit assessment to another, but there is substantial growth from how students scored on the 2019 TNReady assessment.</p>				RL.KID.2	RL.KID.3	RL.CS.4	RL.CS.6	2019 TNReady	48%	48%	54%	22%	End of Unit 1 Assessment	78.90%	66.60%	63.80%	48.80%	End of Unit 2 Assessment	86.40%	69.90%	77.80%	80.60%
	RL.KID.2	RL.KID.3	RL.CS.4	RL.CS.6																				
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End of Unit 2 Assessment	86.40%	69.90%	77.80%	80.60%																				
<p>Teacher Narrative</p> <p>The improvements in my scores for both Feedback and Questioning came as a direct result of professional development, and receiving specific, actionable steps via coaching. Incorporating consistent [Aggressive Monitoring], and anticipating places in the lesson where there may be student misconceptions allows me to plan targeted questions to push students toward mastery.</p> <p>Questioning, Feedback and Presenting instructional Content are all intertwined. Individual student data collected during the lesson provides an opportunity to give feedback targeted to the individual. One week, my coaching feedback related directly to this. In a writing conference, I worked with a student on her thesis, and told her how she needed to change it. The feedback I received was to use questioning to guide student thinking, allowing students to produce their own, replicable thesis.</p> <p>Moving forward, I planned questions to scaffold student thinking to craft a strong thesis, and the impact was as</p>																								

you would expect: regardless of where their starting point was, students began writing stronger thesis statements. Individual data collected during a lesson [also] provides an opportunity to give whole group feedback. When there is a common error or misconception in the class, we pause.

A year ago, I would likely have told students the right answer and had them revise. Now, as a result of consistent coaching and professional development meetings, I use intentional questioning. The questioning provides more insight as to the root of the misconception, and puts the thinking on the students. My coach often comments on moments within the lesson where questioning or internal summaries would work well and align with sub-objectives. As I began incorporating this step in my own lesson planning practice, I watched my TEAM score improve, right alongside student mastery of standards. There is a direct correlation between lesson plans which scored higher in these areas, or reflect the 3-5 range on the TEAM rubric, and the standards where students are achieving the most growth.

-J. Orozco, 8th grade ELA

**Source:** *Internal LEAD Cameron Impact of Coaching on Teacher Development and Student Learning*

Professional development formally begins for teachers before the school year even begins. LEAD schedules network and school-based time for teachers to prepare for the year. This is called LEAD U. During this time Cameron teachers norm on best instructional practices and expectations. They also engage in professional development with outside professionals where appropriate. For example, last summer, LEAD brought in experts from Uncommon Schools to train new teachers on behavior and classroom culture practices needed to set a strong foundation for learning in the classroom. At the school level, Cameron refreshed returning staff on these strategies and then engaged in a two week walkthrough program at the start of the school year to help all staff implement strategies correctly, ensuring consistency for students. Other professional development offerings during Cameron's 2019 LEAD U included standards breakdown and alignment, remediation strategies for students, and unconscious bias in the school community.

The instructional team also develops professional development for teachers throughout the course of the year. Sometimes, this is a whole group strategy session based on a particular trend. For example, if data from coaching indicates that many teachers are circulating in their classrooms without actually collecting in-the-moment data on student mastery, the instructional team might do a whole-group roll out of aggressive monitoring, an instructional strategy that necessitates collecting and using data in the moment. Professional Learning Communities facilitated by teacher content leaders also occur approximately once a month. In these sessions, teacher content leaders spotlight another teacher's problem of practice, providing teachers with the opportunity to share their expertise for all students.

Finally, all staff members have the opportunity to engage in professional development outside of Cameron and bring back best practices to share with the rest of the team. For example, the Principal participated in Relay<sup>11</sup> during the 2017-18 school year, honing instructional leadership skills like coaching and data analysis which were used to support other instructional leaders. The ExEd Coordinator attends the Council for Exceptional Children's annual conference and shares that learning with ExEd staff. Quality professional development helps staff continue to develop their instructional expertise to impact

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<sup>11</sup>Relay is an organization devoted to equitable access to education throughout the United States through teacher and principal preparation and development.

student outcomes. Teachers frequently help develop and deliver PD and have the opportunity to seek out PD they feel necessary for their own development.

#### G. Explain how the school supports diverse learners.

The entire Cameron community prioritizes supporting diverse learners; as a zoned school, this is a key aspect of Cameron's mission. More than 13% of students at Cameron had disabilities in 2018-19, which has been fairly consistent over time (Appendix, Table 15). Additionally, the percentage of English Learner (EL) students at Cameron has increased over time, from 25.6% in 2014-15 to 44.6% today (Appendix, Table 7). Cameron not only celebrates the diversity of its student body, but actively promotes equitable access to the education needed to be successful in high school and beyond. This begins with the school values, which state a professional expectation that staff at Cameron demonstrate through their words and actions a belief that all students can learn.

##### Students with Disabilities

The Exceptional Education (ExEd) Coordinator, in conjunction with the Principal, Assistant Principal of Students, and network Director of Diverse Learners, maintains the structures and programming needed to ensure high quality support for students with disabilities at Cameron. Staff understand that the least restrictive setting is the most appropriate for each child. For a majority of Cameron students, this setting is inclusion. Math and ELA classes are co-taught by a content expert and ExEd teacher. In these classes, ExEd teachers use data to plan and pull small groups when appropriate or work with the general education teacher to parallel teach or co-teach. Nearly all inclusion science and social studies classes receive additional support from educational assistants. Students with disabilities also receive targeted instruction based on their disabilities and needs. Students with basic reading skill deficits, for example, are in a second reading class taught by an ExEd teacher who focuses on these deficits. ExEd teachers also provide adaptive behavior and emotional services at the beginning of the school day. Based on need, ExEd teachers may also pull students during lunch and recess to help them with homework, executive functioning skills, or social and emotional needs.

General education teachers are supported in understanding and implementing the tools and strategies needed for students with disabilities to be successful in an inclusion setting. For example, all teachers are trained in Google Read and Write to ensure students who need read aloud can receive it on any assessment. Also, grade level teams allocate time at each meeting to review Functional Behavior Assessments (FBAs), Behavior Intervention Plans (BIPs), and safety plans, and the ExEd Coordinator conducts fidelity checks for FBAs and BIPs on a quarterly basis to support implementation. Furthermore, teacher input is elicited prior to and during IEP meetings, and IEPs at-a-glance are reviewed with teachers prior to the school year to build shared ownership over student goals.

In addition to inclusion, Cameron provides special education services to support students who are low incidence. These students receive vocational and life skills opportunities, including cooking classes that follow a task analysis to support each step in the process, as well as practice using shopping at a mock grocery store and making and selling popcorn to other students. Students in this class who are non-verbal also receive modified programming, lessons, and activities in order to engage in the same activities as their peers. For example, when the entire school participates in Student Led Conferences, an opportunity to share with family and community members individual progress over the course of the year, students who are non-verbal create visuals to communicate their strengths and goals.



Furthermore, ExEd teachers are committed to ongoing professional development to optimize instructional practices for student learning. For example, Cameron's ExEd Coordinator attends the Council for Exceptional Children's annual conference to learn the most recent strategies for ExEd interventions. She brings these back to Cameron teachers and supports them with classroom implementation. Additionally, all ExEd teachers and support staff are trained annually in Crisis Prevention and Intervention.

To support failing students with disabilities, ExEd teachers and the ExEd Coordinator take a number of steps. First, the ExEd Coordinator works with the ExEd teacher to delineate between supporting students and helping students with executive functioning needs. Here are some actions that the ExEd Coordinator and teacher might then take:

- Reach out to general education teachers about students of concern and get additional context on student performance
- Provide updated IEP at-a-glance for teachers to have in hand when calling parents about failing grades
- Read aloud missing tests
- Communicate with parents about why the student is failing if it is not due to deficits (Ex. calling parents to let them know that the student has received three opportunities to complete test corrections, but is choosing not to do so)
- Hold make-up tests/assignment lunch sessions
- Work with a student on homework or provide a reteach during arrival
- Help with backpack organization to support with loss of papers (homework or test corrections)
- Check-in with students after progress reports to review grades and create goals

## English Learners

As Cameron's EL population has increased, so has the need to support EL students in additional ways. Cameron's EL programming is in line with the Tennessee English Learner Framework and English as a Second Language Manual. The models utilized at Cameron differ by student ACCESS score, with students scoring below a 2.5 in a sheltered setting and students above a 2.5 in a non-sheltered setting. Here is an overview of the specific models utilized at Cameron by ACCESS score, followed by in-depth rationale for this choice:

- 1.0 to 1.5: Students are in a sheltered ELA class that focuses on foundational English reading and writing through teacher-created thematic vocabulary and ELA skills. Students receive small group reading intervention as well, with a curriculum meant to reinforce foundational reading, language development, and ELA skills. Students are in a sheltered math class that focuses on remediating foundational math skills through modified grade level instruction using hands-on math curriculum. Students are in a sheltered social studies and science class that utilizes a modified curriculum meant to reinforce language development through grade level standards. In addition to these academic supports, several students at this level are also considered Students with Interrupted Formal Education (SIFE). SIFE students receive an even greater level of differentiated instruction to address gaps present in their education.
- 1.5 to 2.5: Students are in a sheltered ELA class that focuses on modified grade level instruction using teacher-created ELA materials that address content-specific vocabulary and appropriate grade level ELA skills with EL accommodations. Students receive small group reading intervention as well, with a curriculum meant to reinforce foundational reading, language

development, and ELA skills. Students are in a sheltered math class that focuses on modified grade level standards delivered with EL strategies and small group support for foundational math skills. Students are in a sheltered social studies and science class that utilizes a modified curriculum meant to reinforce language development through grade level standards.

- 2.5 to 3.5: Students receive modified grade level instruction in a sheltered setting using teacher-created ELA materials that address content-specific vocabulary and appropriate grade level ELA skills with EL support. ELA intervention uses a blended learning reading intervention program to support reading comprehension, fluency, and language development. The grade level math curriculum is delivered in a non-sheltered setting with appropriate EL accommodations. Science and social studies is in a non-sheltered setting and focuses on building background knowledge, using cooperative learning strategies, emphasizing vocabulary, and using comprehensible input to build understanding of grade level social studies and science content
- 3.5 and above and transitional: Students focus on grade level content and standards with EL accommodations as needed in a non-sheltered setting. Intervention focuses on language development, reading skills, and the use of academic vocabulary. Math, science, and social studies are in a non-sheltered setting with EL support as needed.

This service model, which has evolved as Cameron's EL population has changed and increased, is appropriate and effective for several reasons. Newcomer EL students with less than two years in the United States and below a 2.5 ACCESS score need sheltered instruction; this allows students to achieve the highest level of participation using lessons intentionally designed to support newcomer populations. Such lessons require purposeful language scaffolding that far exceeds what is necessary for non-Newcomer EL students. For example, the WIDA Can-Do indicators state that Level 1 students in grades 6-8 can "process explanations by matching content-related objects, pictures, or media to words and phrases".<sup>12</sup> This means that teachers need to be prepared to instruct with heavy picture support at the word/phrase level. Material therefore needs to be approached in a different, slower manner. Sheltered instruction allows teachers to provide this level of attention at a pace required for comprehensible input. In non-sheltered classes with newcomers, where teachers are required to meet the needs of all levels of students at the same time, newcomer students participate less because they often do not receive adequate accommodations. Short and Boyson, in their 2012 review of newcomer programs in the United States entitled "Helping Newcomer Students Succeed in Secondary Schools and Beyond," confirm: "A number of programs reported the advantage that [newcomer] small classes provided in accelerating the students' learning. Mainstream and sheltered classroom teachers noted that the newcomers who had experienced newcomer curricula with specialized materials were better prepared for the curriculum they taught than other English language learners" (p. 77).<sup>13</sup>

Additionally, by targeting students' content knowledge and language acquisition simultaneously through a specially designed curriculum, newcomers will quickly move out of EL programming. This is confirmed by research and anecdotal evidence at Cameron. For example, several students in the 7th and 8th grade started as newcomers in 5th grade and have now surpassed the mid-EL cohort. Comprehensible input and language practice must be prevalent in content-area learning; Callahan (2005) stated: "Essentially, English learners must be exposed to twice as much instruction as native English speakers in terms of both language and content. To provide effective instruction to English learners, educators will need to revisit allotments of time and course-taking patterns in an effort to integrate higher levels of

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<sup>12</sup> <https://wida.wisc.edu/teach/can-do/descriptors>

<sup>13</sup> [https://production-carnegie.s3.amazonaws.com/filer\\_public/ff/fd/ffda48e-4211-44c5-b4ef-86e8b50929d6/ccny\\_report\\_2012\\_helping.pdf](https://production-carnegie.s3.amazonaws.com/filer_public/ff/fd/ffda48e-4211-44c5-b4ef-86e8b50929d6/ccny_report_2012_helping.pdf)

language alongside academic content" (p. 324).<sup>14</sup> Newcomer programming at Cameron is achieving this aim.

Finally, newcomers at Cameron, some with refugee status and many with histories of trauma, need extensive socioemotional support in their first months to engage comfortably with school. Newcomer programs allow students to build community with one another and feel successful immediately. While the assimilation process usually speaks to a newcomer "silent period" in which students' affective filter is so high they do not engage in learning, this is not a characteristic of newcomer students at Cameron. Given the large population of newcomer students, students quickly begin engaging in lessons, as they know they are learning among similar peers. The structure of EL also ensures that wraparound services can be provided with less impact to learning. For example, earlier this school year, more than 100 Cameron newcomers were able to attend a dental clinic for free services. Because a majority of students attended, teachers were able to accommodate this in their unit plans.

In addition to the service delivery model, all staff work to support students with being successful with the curriculum. Some regular actions include the following:

- Coaches provide feedback on lessons with a particular eye toward accessibility without diminishing rigor.
- Coaches observe classrooms often and provide coaching on EL strategies.
- Teachers are supported with the development of anchor charts and visuals.
- EL students are pulled for tutoring and remediation in small groups during class and at lunch and recess.

#### H. Discuss areas of academic concern and changes made to address any deficiencies.

Areas of academic concern at Cameron are overall achievement, as well as adequate growth for our population of diverse learners. While Cameron students largely grow at a rate higher than their peers as evidenced by TVAAS and the school's growth index, students need to be achieving at higher rates to be considered college- and career-ready. With a 5th grade class that historically comes to Cameron substantially below grade level (Appendix, Table 16), Cameron's Family and Community Engagement Coordinator works with families to help students stay at Cameron throughout all of middle school so they can be on track to college- and career-readiness by the time they leave 8th grade. Still, the mobility and attrition rates that Cameron faces as a zoned school makes this a challenge, as students who are below grade level continue to come to Cameron throughout the year as those who have made gains sometimes leave. To help all students work toward achievement as evidenced by success on TNReady, Cameron students participate in reading and math intervention four to five times a week using research-based practices and programs, including Read180, System 44, 95 Percent, and Dreambox. All teachers practice data analysis on a daily and weekly basis, crafting reteach plans based on student need. Ongoing professional development and coaching targets teacher growth as a method of increasing student achievement. Instructional practices, programs, and structures are reviewed on a consistent basis at the school and network level, with specific action steps necessitating changes as appropriate.

Concerns about the success of students with disabilities were addressed this year through the hiring of an additional Exceptional Education (ExEd) teacher to provide reading intervention support. Additionally, the ExEd Coordinator has begun crafting and managing student attendance plans, as students with

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<sup>14</sup> American Educational Research Journal Summer 2005, Vol. 42, No. 2, pp. 305-328.

disabilities at Cameron tend to miss school at a rate higher than their non-disabled peers. A barrier to success has been a shortage of quality ExEd teachers. LEAD's Director of Talent has been focusing on recruiting strong teachers while the ExEd Coordinator, Principal, and Director of Diverse Learners are working to cultivate talent within Cameron. For the 2020-21 school year, staff also plan to hire an additional ExEd staff member to allow for a greater focus on improving co-teaching and small group instructional practices to further help students with disabilities.

Concerns about success with English Learner (EL) students is largely due to Cameron's population increase and shifting demographics. While indicators thus far show Cameron has been relatively successful in supporting EL students, particularly as measured by ACCESS goals, Cameron leaders understand that they need to adjust structures and systems to accommodate additional students and accelerate growth. This is being achieved through large scale programmatic changes. First and foremost, Cameron leaders are actively seeking to hire additional licensed EL personnel. Currently, Cameron has 11 full-time teachers with EL certification, as well as one EL-certified coach and one EL-certified coordinator who provide intervention support. Additionally, Cameron has applied for two staff waivers and one staff permit on behalf of educators who work with EL students. For Cameron's EL program to be optimally effective, leaders are looking to expand EL support by adding three teachers on each grade level to provide services to students. Additional EL-certified teachers have already been hired for the 2020-21 school year. Additionally, Cameron leaders are hiring a coach to ensure all EL staff have adequate instructional and planning support. By expanding the number of teachers and staff, Cameron's newcomer class sizes will be approximately 15 students, allowing teachers to focus on language in the context of subject-specific matter (i.e. math, science, social studies). Additionally, teachers of non-newcomers will have expanded capacity to improve their practices through extensive professional development, as discussed previously.

## Section 2: Operational Stability

### A. Address progress toward meeting operational goals outlined in the charter agreement.

Cameron has made significant progress in meeting the operational goals outlined in the charter agreement.

While truancy is a consideration, Cameron's primary focus is on the higher bar of chronic absenteeism for students. To address chronic absenteeism, Cameron has implemented many of the recommendations provided by the MNPS school attendance procedures guidelines. Cameron follows MNPS's recommended format for attendance plans, including escalating support for students as they incur additional absences. These interventions range from phone calls home, meetings with families in person, home visits and referrals from Counselors. As a result, chronic absenteeism has decreased from 21.1% in the 2016-17 school year to 18.5% in the 2018-19 school year. Current year to date chronic absenteeism stands at 14.1%. Daily average attendance has held steady between 94% and 95% for the past three years, falling just shy of our 95% goal. Teacher attendance remains strong at 98.1%.

Progress on meeting the following goals may be found in further sections:

- Student waiting list goals are addressed below in section B.
- Disciplinary goals are addressed below in section E.
- Parent satisfaction goals are addressed below in section F.

### B. Discuss student enrollment over the course of the current charter term. Is the school operating at maximum capacity? How many students are currently on the waitlist and at what grade level?

Cameron is proud to be a neighborhood school, enrolling 100% of all students who live in the zone and wish to attend the school. Unlike other, more common fresh start charter schools, Cameron is contractually obligated to serve all in-zone students and allow new students to come in throughout the entire school year. Cameron's enrollment has increased over time, serving 520 students in 2010 and 704 for the same period in 2019. Over the years, Cameron has built out its programmatic capacity to support increased enrollment. One notable example of a change in programming to better meet the needs of students as well as to accommodate additional enrollment is the creation and expansion of Cameron's Newcomer Academy. Cameron maintains a waitlist for out-of-zone students who wish to enroll in the school. If flat to decreased enrollment trends predicted by MNPS hold true over the next few years, Cameron will take out-of-zone students from the waitlist to ensure a healthy enrollment at the school.

### C. Describe trends in student attrition rates and how leaders have addressed any concerns in attrition.

Using the MNPS calculation for mobility as the number of entries and exits after the second week of school (day 11) as a percentage of its primary enrollment, Cameron has consistently performed similarly to its district counterparts within the Glencliff Cluster: Glenview Elementary, Fall Hamilton Enhanced Option, John B. Whitsitt Elementary, and Wright Middle School. Over the past four years, these schools averaged a mobility rate ranging from 16% for Fall Hamilton Enhanced Option in 2018-2019 to 56% for John B. Whitsitt in 2017-2018. LEAD Cameron's mobility rate is largely comparable to or better than that of Wright Middle School, the other middle school in the Glencliff Cluster (Table 31).

**Table 31. Mobility Rate Comparison between LEAD Cameron and Wright Middle School by Academic Year**

<b>Mobility Rates</b>	<b>LEAD Cameron</b>	<b>Wright Middle School</b>
<b>2016-2017</b>	34%	38%
<b>2017-2018</b>	40%	34%
<b>2018-2019</b>	40%	43%
<b>2019-2020</b>	28%	30%

*Source: Metro Nashville Public Schools Data Warehouse*

Secondly, as reported in EIS, Cameron’s gross attrition rate, the percentage of a year's student enrollment that withdrew from Cameron since the 11th day of school, has been between 12% and 17% since 2014. Currently, Cameron is on track to continue on this trend and outperform last year’s rate. Since the 2014-2015 academic year, Cameron’s net attrition rate, which references total enrollment as a percent change since the 11th day, has shown a net gain of students by year’s end annually, with the exception of 2016-2017.

As a neighborhood school, Cameron has remained committed to the families within its MNPS defined enrollment zone. In doing so, Cameron, like the other schools within the Glenclyff cluster, continues to work with its zoned families to lower its mobility and attrition rates year over year. Underlying these two metrics is the need to engage families intentionally to improve their educational experience. With this in mind, Cameron has prioritized engaging students, families, and community members by adding the Family and Community Engagement Coordinator role a few years ago. Positive results of this are evidenced by the successful engagement of 92% of Cameron’s student body through ongoing engagement efforts. Cameron is proud to celebrate being on track this year to having the lowest mobility rate over the past four years (Appendix, Table 31). In order to get to this point, Cameron counselors, the Family and Community Engagement Coordinator, and the campus leadership collaborated to identify families that were interested in withdrawing for reasons within the school’s purview of control and encourage those families to remain at Cameron. In the 2019-2020 school year, these efforts have yielded great results with only 11 of the total 98 withdrawals considering other options within the zone. Another 31 students who withdrew either moved out of the state, became homeschooled, or moved out of district. In addition, as a support to students that move out of zone during the school year and wish to continue their enrollment, Cameron offers MTA bus passes. Currently, 22 families take advantage of this service. Lastly, Cameron’s current enrollment is 84.04% zoned. Because of lower mobility and attrition and increasing enrollment over the last couple of years, Cameron does not currently enroll new students from outside the zone.

D. Explain how the school provides a safe environment and addresses the physical, social, emotional, and health needs of students.

Cameron’s first step in addressing the full needs of students begins with a robust Student Needs Assessment. This assessment, which is translated into multiple languages, is given within the first month of school and again in the spring to allow for pre- and post-data collection. Responses are analyzed by the

school counseling team and used to determine supports for individual students, subgroups, and the whole school. Some examples of recent actions taken in response to the data include the formation of small groups, individual counseling, referral to outside agencies (therapy, Department of Children Services, Big Brothers Big Sisters, etc.), and school-wide culture initiatives.

Meeting the social and emotional needs of Cameron students is a critical component of Cameron's culture. Cameron staffs three full-time school counselors who run a comprehensive school counseling program using the guidelines of the American School Counseling Association. School counselors develop, implement, and evaluate a data driven school counseling program. They use a student needs assessment and the school/network goals to determine the direction of programming. It is the responsibility of the school counselor to promote and enhance student achievement through the delivery of short-term and long-term interventions tied to standards in academic, career, and personal/social development. Cameron also staffs a Student Support Coordinator for each grade level who enforces the maintenance of high cultural expectations to protect the learning environment for all students, coaches students and families through their navigation of school behavioral systems, facilitates restorative conversations between students and teachers, analyzes student behavior data and plans responsive services accordingly, and anticipates student behavior needs and proactively addresses them. These supports are further reinforced by a strong partnership with Centerstone counseling services in Nashville.

Cameron staff creates and provides a safe environment by diligently maintaining consistent, high expectations. Students feel safe at school because they know exactly what is expected of them. Cameron utilizes many strategies to communicate with both students and adults those exact expectations, including detailed minute-by-minute routines at the beginning of the year, a Leadership Academy in the first week of school for students that sets cultural expectations, and a normed point and mark system. These are reinforced throughout the year with schoolwide systems walkthroughs, grade level walkthroughs and professional development time used to reinforce expectations.

To address the health needs of students, Cameron provides a full-time, certified LPN nurse. Through Well Child, Cameron provides health and vision screenings for all 6th and 8th graders; students eligible for TennCare also receive full physicals. This year, Cameron also partnered with Meharry Medical College to provide dental cleanings for students.

To provide for the physical safety of students, Cameron follows and trains staff members on MNPS crisis procedures. While the district has not advised MNPD to staff a full-time School Resource Officer at Cameron, a zoned neighborhood school, Cameron has engaged an informal partnership with Metro Police and Metro School Security to have full lines of communication open throughout the day and secure a MNPD officer to support during dismissal. Cameron continues to encourage MNPS to work with MNPD to prioritize assigning a licensed police officer to the campus for the future.

E. Describe the trend in students' discipline data and any changes made to address areas that have increased over time.

Since Cameron's first year serving all four grades (2014-15), the percentage of students suspended has been cut in half (Table 21).

**Table 21. Suspensions Over Time**

School Year	Individual Suspensions	Individual Students	Percent of All Students
2014 - 2015	248	138	17.6%
2015 - 2016	167	110	14%
2016 - 2017	232	105	11.9%
2017 - 2018	152	77	9.1%
2018 - 2019	125	75	8.8%

*Source: Metro Nashville Public Schools Data Warehouse*

Cameron has been able to decrease suspension numbers by investing time in determining which types of behaviors will never, sometimes, and always result in suspension. Research shows that exclusionary practices are ineffective, so Cameron has worked to create guidelines for suspension that align with the expectations of the district.

Over the last five years, Cameron has seen a steady incline in the number of cyberbullying incidents reported in lower grades, as well as an incline in other online events that negatively affect students during the school day. To address this, Cameron has done the following:

- The Assistant Principal of Students, in conjunction with counselors, create and implement school-wide guidance lessons, differentiated by grade level, at the beginning of the school year. The lessons focus on cyber safety and cyberbullying.
- All staff revisited cyber safety and cyberbullying with students in small discussion groups known as Crew meetings throughout the year
- The Family and Community Engagement Coordinator and school counselors go to Cameron's feeder elementary schools to present to families of rising 5th graders about the changes they can expect from their students as they go to middle school, including a typical increased involvement in an "online lifestyle". Presenters make recommendations for how families can best talk with their children about their online life and safety.
- MNPS School security and MNPD have spoken with Cameron students on several occasions about the long-term consequences of poor choices made online now.

F. Explain how the school has made community connections and developed working relationships with parents and families.

As a part of our continued efforts to improve family engagement, Cameron is excited to share that it has successfully engaged 92% of families (roughly 648 students) through family engagement efforts led by the Family and Community Engagement Coordinator. This includes campus-led initiatives, such as on-going parent/teacher meetings; on- and off-campus events, like involvement in the Family LEADership Team; and community partnerships, like those with Meharry Medical Center, University



School of Nashville, Casa Azafran, NAZA After-School Alliance, and Harvest Hands. This year, Cameron began its implementation of Possip, which provides weekly surveys to parents to gauge parent satisfaction with Cameron and elicit feedback. Cameron averages around 120 responses through Possip a week. One of the more well-known engagement initiatives is Student-Led Conferences (SLCs), which Cameron conducts annually. During SLCs, every student communicates successes and challenges from the year and reviews individual academic progress with family members and/or community volunteers. This year, 180 students were able to complete their SLC with a family member who came in.

G. Explain how the school sustains a well-functioning organizational structure and provides for personnel stability and effective teacher retention.

LEAD Public Schools has exceptional organizational capacity at both the school and the network level, as well as a well-developed leadership succession plan. At the network level, LPS's Executive Leadership Team consists of a Chief Executive Officer, Chief Financial Officer, two Heads of Schools, and a Director of Academics, all of whom have extensive experience in education and business. This leadership group is supported by human resource, operations, finance, academic, and enrollment teams. The LEAD model is executed at the school level under the direction of the Head of Schools in close collaboration with the school principal. Students with exceptional education or English Learner needs are supported by specially certified staff who remain in close communication with district and network supports.

At the school level, the administrative structure includes assistant principals focused on both instruction and student support, multiple instructional coaches, and counselors, among other roles. Cameron has established a strong employee value proposition, focused on retaining and developing high quality teachers. As such, there is approximately one instructional leader at Cameron for every eight teachers, aligning both the educational environment and job responsibilities of the team toward teacher development and efficacy. Teachers are evaluated using the TEAM rubric, and LEAD places a strong focus on using this evaluation to provide individual coaching plans for each teacher and administered by coaches. LEAD's compensation model is aligned to performance on the TEAM rubric and most teachers are compensated at a rate higher than they would be at other local district schools. In addition to the compensation plan, LEAD has crafted a benefits package that allows up to 16 weeks of paid leave for primary caretakers after one year of service.

H. Explain the governing board's oversight and how are they involved in making decisions for the school and how they provide oversight?

The school is governed by an experienced Board of Directors, with member expertise in a range of industries including public education, law, business, and entrepreneurial growth. The Board of Directors also includes a parent representative. The Board of Directors regularly requests and receives reports on academic, financial, operational, compliance, and strategic results that are documented in approved minutes to meetings and posted publicly on LEAD's website. The Board establishes academic, financial, and enrollment goals each year and tracks progress regularly. The Board has successfully ensured that long-term executive leadership is in place and that effective succession planning is occurring. Board trainings are conducted annually, and the Board holds leadership accountable for delivering and reporting on academic outcomes. Various public events are conducted each year where staff, students, and parents have opportunities to interact with board members.

The Board undergoes annual training, evaluates the CEO and provides effective governance and approval of key strategic initiatives, annual budgets, and contracts above an appropriate threshold. The Board

reviews compensation of senior level leaders each year and supports management in evaluating contract proposals. When necessary, the Board takes active involvement in key issues such as facilities identification, renovation, or, in the case of performance issues, corrective action. The nominating function of the Board results in a broad range of expertise, effective fundraising and community relationship capacity in addition to parent engagement as well as legal and compliance support as needed. The Board has legal representation and utilizes it as necessary. Board members have clear expectations and orientation for their roles and participate in various committees to further support the school. A conflict of interest policy is in place and annual conflict affidavits are signed by each board member. The student and staff handbooks each have complaint procedures documented and the Board is available to ensure due process is given to any and all complaints. The Board holds all meetings in accordance with the state's open meetings law and records minutes for all meetings and posts them publicly on our website.

### Section 3: Financial Health

#### A. Address progress toward meeting financial goals outlined in the charter agreement.

While specific financial goals were not outlined in the charter agreement, LEAD Public Schools has met and continues to meet all financial compliance goals including meeting and exceeding performance indicators, securing clean financial audits, and maintaining a healthy cash balance. LEAD is required by its bank to maintain a surplus each year, and LEAD maintains a healthy cash balance (current cash on hand is equivalent to roughly 70 days of expenses). Cash flow is monitored and reported to LEAD's Board Finance Committee on a monthly basis. In addition, LEAD has access to a line of credit through Capstar Bank. While LEAD has never accessed this LOC and does not foresee a need to do so in the future, this line of credit provides additional liquidity should the network require it.

#### B. Report on the fiscal management of the school during the current charter term, based on previously submitted audits and financial reports.

In the past 10 years, LEAD has met or exceeded MNPS Financial Performance Indicators, secured annual clean audits, and has had budget surpluses at Cameron every year, resulting in a strong cash position. LEAD has met financial compliance expectations, including submitting annual budgets and audited financial statements to MNPS and the state in a timely fashion. LEAD has also maintained robust internal controls and a comprehensive set of fiscal policies and procedures. LEAD's Chief Financial Officer has a strong background in accounting and finance, as do many members of the Board of Directors. In addition, LEAD is supported by LBMC, an external accounting vendor that provides financial accounting services.

#### C. Address the alignment between expenditures and the school's mission and plans for student academic growth and staff professional development.

Each year, the LEAD Finance Team works in collaboration with Cameron's School Leadership Team to ensure that resources are aligned to student needs. Most notably, Cameron chooses to fund multiple instructional coaches, a Data and Assessment Coordinator, and student support staff beyond what is funded in the BEP calculation, as those are strategic investments deemed necessary by the School Leadership Team to execute on teacher development and academic growth. Cameron invests over \$70,000 per year in curriculum, intervention tools and instructional materials at the school campus.

#### D. Review how any significant fiscal challenges were addressed during the current charter term.

School funding is intricately tied to student enrollment, and as Cameron has consistently outperformed student enrollment expectations, Cameron has not experienced any significant fiscal challenges during the charter term.

#### E. Describe efforts to operate the school in a financially sound and transparent manner.

Each year, the Cameron budget is set based on anticipated enrollment and the resulting anticipated BEP and federal funding. Financial reports are provided and reviewed by the network Finance Team, School Leadership Team, and Board of Directors on an ongoing basis. Cameron has met or exceeded its budget each year over the past ten years. As Cameron is fully enrolled, the school is not reliant on private fundraising. At the LEAD network level, 3% of expenses are covered by private fundraising. LEAD's

fundraising primarily offsets the cost of the facilities leased from MNPS, as well as strategic investments in areas such as college counseling supports.

Fiscal and governing transparency is critical to maintaining the public trust. LEAD complies with all laws, rules, and regulations for transparency, including making its audited financial results and board meeting schedules available to the public and by posting the required documentation on the LEAD website. LEAD Public Schools has a strong record of compliance with the terms of its charter and applicable state and federal laws, rules and regulations including but not limited to reporting in a timely manner, teacher licensing, open meetings, conflict of interest, and audits.

## Section 4: Future Plans/Projections

A. Provide an overview of the charter school's future goals and plans for goal achievement.

Cameron plans to continue providing a high performing middle school for students zoned to the school.

B. Include the plan for:

1. Academics and updated academic benchmarks (TNReady Scores and TVAAS)

Cameron's future academic benchmarks are to meet the state's Annual Measurable Objective (AMO) targets for growth and ELPA, while making progress on AMO targets for success. To meet these goals, Cameron is doing the following:

- expanding English Learner (EL) programming by adding three teachers per grade level to provide language-specific support within given content areas
- expanding EL and Exceptional Education support by hiring additional coaches
- reviewing and changing curriculum to be more rigorous, beginning with Achievement First math for the 2020-21.

Throughout the course of the year, Cameron staff utilize the assessments given to students to determine progress towards meeting AMO goals and make necessary adjustments to accelerate success.

2. Achievement first

Cameron's achievement goal is to meet or exceed the state-defined AMO targets.

3. Organizational changes (if applicable)

Not applicable.

4. Projected financial security

LEAD does not anticipate any significant differences in the financial performance of Cameron over the next renewal term. Overall, LEAD anticipates continuing to increase teacher salaries in line with increases in the annual BEP rate, currently anticipated to be about 2% to 3% per year. In addition, LEAD is always reviewing ways to reduce expenses on some non-essential areas (for example, renegotiating transportation rates or reducing discretionary spend on some supplies) while reinvesting those resources back into people.

Cameron has operated between 550 and more than 700 students in the past, and as a result, LEAD and Cameron have a good understanding of the staffing model required to serve that number/range of students. If Cameron's enrollment were to decrease during the next renewal term, Cameron would reduce staffing in line with what it has experienced in prior years. For example, Cameron could move from a 6 cohort to a 5 cohort per grade model if needed, which would require fewer electives teachers and interventionist positions.

## 5. Operational management

While LEAD and Cameron do not anticipate any major changes in future operational management, incremental improvements to operations are made every year. One adjustment is that Cameron will have additional staffing dedicated toward monitoring and impacting chronic absenteeism in the 2020-21 school year.

The Cameron facility currently accommodates its full enrollment. LEAD has invested in facilities upgrades and added portables to the property to ensure that this facility continues to meet the needs of students and staff. Based on future projections (see “Enrollment projections over the next 5 years”), enrollment is not anticipated to increase at Cameron. Nonetheless, LEAD and Cameron will continue to work in partnership with the district, the owner of the facility, to ensure that necessary maintenance of the building occurs in a timely and cost-effective manner to ensure a long-term home for this school.

## 6. Enrollment projections over the next 5 years.

The following assumptions were used when considering Cameron’s five-year enrollment projections. The information listed is a combination of information received from MNPS, reporting done collaboratively with the Charter School Growth Fund, and LEAD’s knowledge of current enrollment trends for the district.

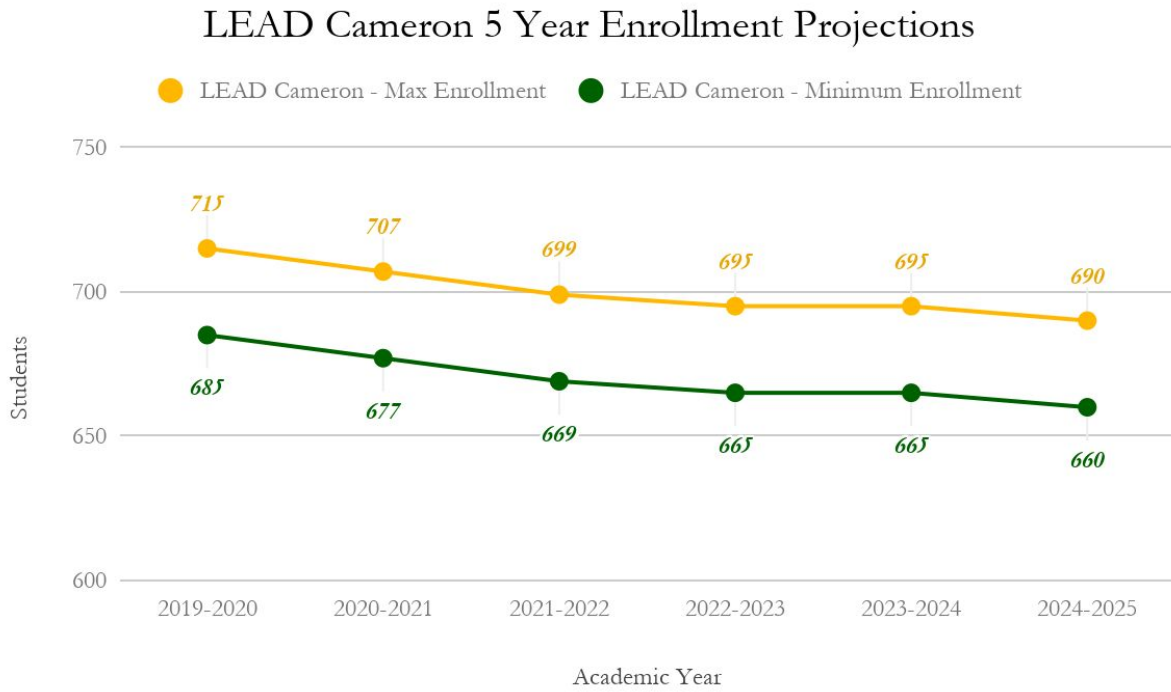
- LEAD does not anticipate dramatic increases in Cameron’s enrollment over the next five years, and, consistent with Cameron’s feeder enrollment, anticipates it to decline gradually.
- South Nashville total enrollment is up, though kindergarten decline (down 14%) signals potential longer term enrollment challenges.<sup>15</sup>
- South Nashville continues to see its enrollment move further south into the Antioch area, where enrollment is growing.
- Cameron’s elementary feeders - Glenview Elementary, Fall Hamilton Enhanced Option, and John B. Whitsitt Elementary - have 3rd and 4th grade enrollment that is trending down (Figure 24).<sup>16</sup>
- In 2016-2017, Cameron had a similar enrollment spike as it did in 2019-2020, after which there was a decline in enrollment.
- Less mobility, lower attrition, and continued improvement with family and community engagement efforts are all contributing factors to the assumption that the decline in enrollment from this year to next will not be dramatic.

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<sup>15</sup> Data was collected from a study done by the Charter School Growth Fund, analyzing the district’s enrollment and neighborhood trends.

<sup>16</sup> Feeder school data was provided by Metro Nashville Public Schools.

**Figure 24. Five Year Enrollment Projections**



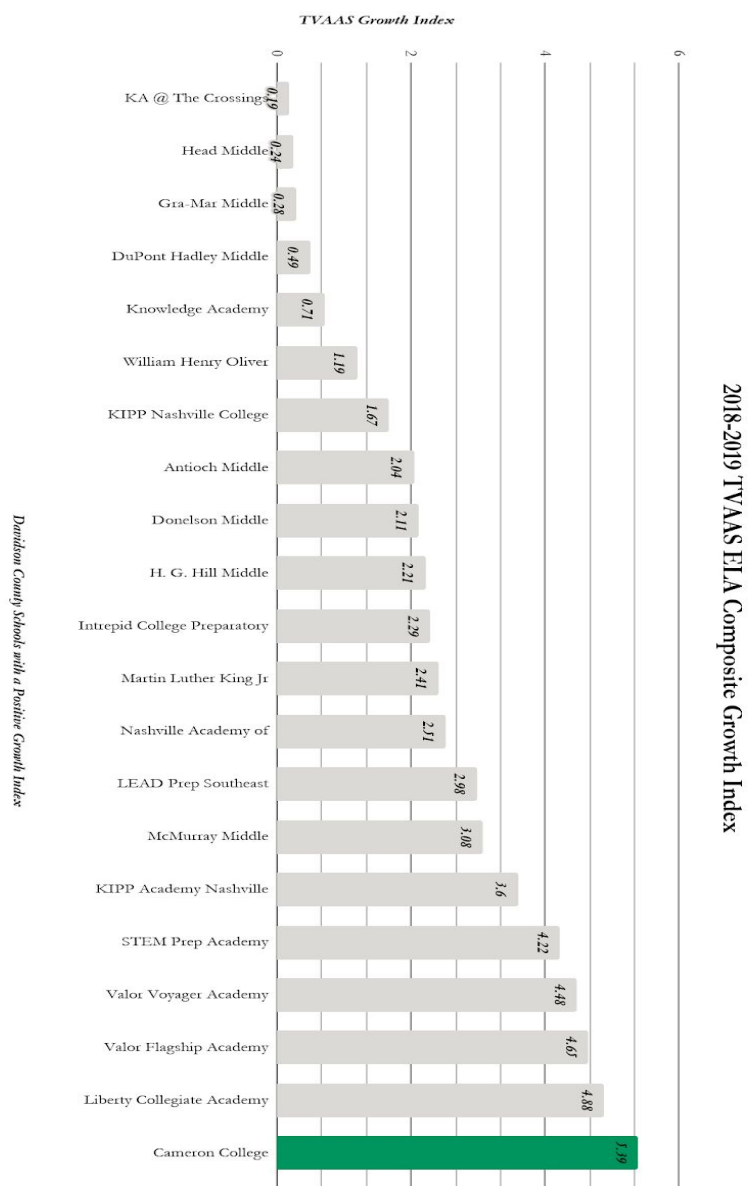
**Source:** Metro Nashville Public Schools Data Warehouse, MNPS Infinite Campus

7. Are you planning to present an amendment application?

No.

## Appendix

Figure 1. 2018-2019 TVAAS ELA Composite Growth Index



**Source:** Tennessee Department of Education School Wide TVAAS 2018-19 Subject-Level

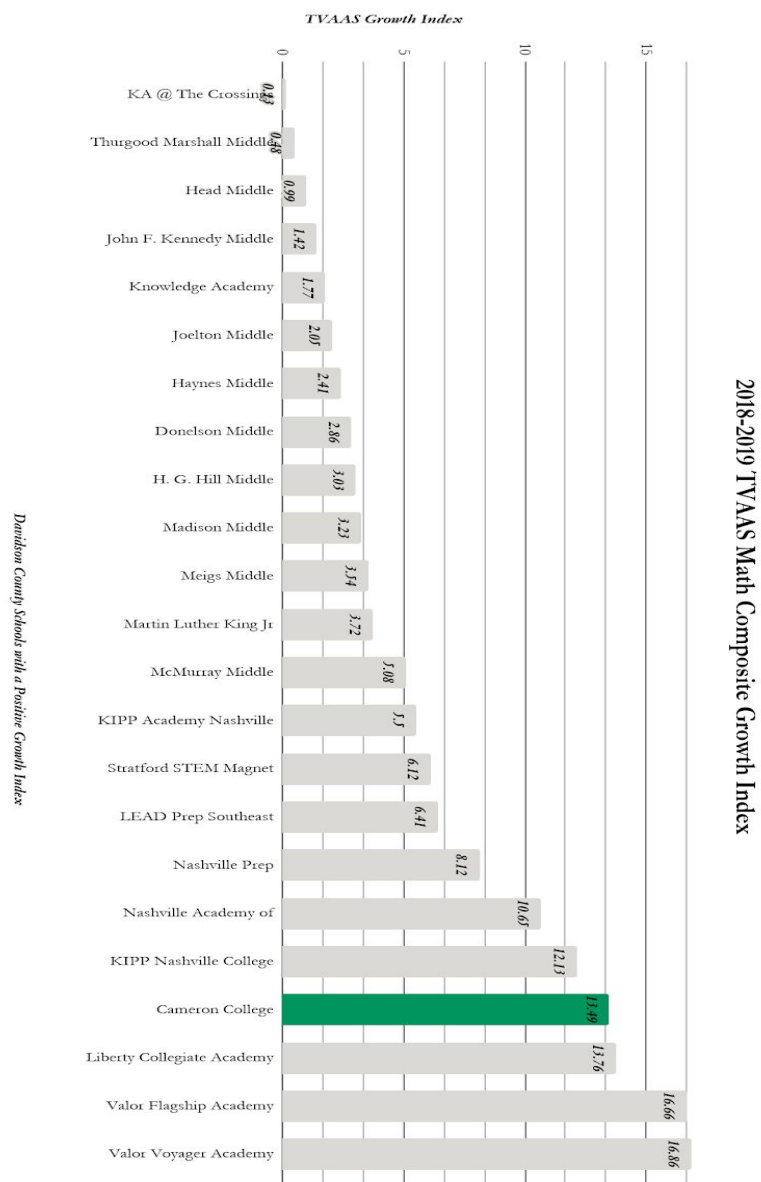


Table 1. 2018-2019 TVAAS ELA Composite Growth Index

<b>Schools with Positive Growth Index</b>	<b>Index</b>	<b>Index Rank</b>
<b>Cameron College Preparatory</b>	<b>5.39</b>	<b>1</b>
Liberty Collegiate Academy	4.88	2
Valor Flagship Academy	4.65	3
Valor Voyager Academy	4.48	4
STEM Prep Academy	4.22	5
KIPP Academy Nashville	3.6	6
McMurray Middle	3.08	7
LEAD Prep Southeast	2.98	8
Nashville Academy of Computer Science	2.51	9
Martin Luther King Jr School	2.41	10
Intrepid College Preparatory Charter School	2.29	11
H. G. Hill Middle	2.21	12
Donelson Middle	2.11	13
Antioch Middle	2.04	14
KIPP Nashville College Prep	1.67	15
William Henry Oliver Middle	1.19	16
Knowledge Academy	0.71	17
DuPont Hadley Middle	0.49	18
Gra-Mar Middle	0.28	19
Head Middle	0.24	20
KA @ The Crossings	0.19	21

**Source:** Tennessee Department of Education School Wide TVAAS 2018-19 Subject-Level

Figure 2. 2018-2019 TVAAS Math Composite Growth Index



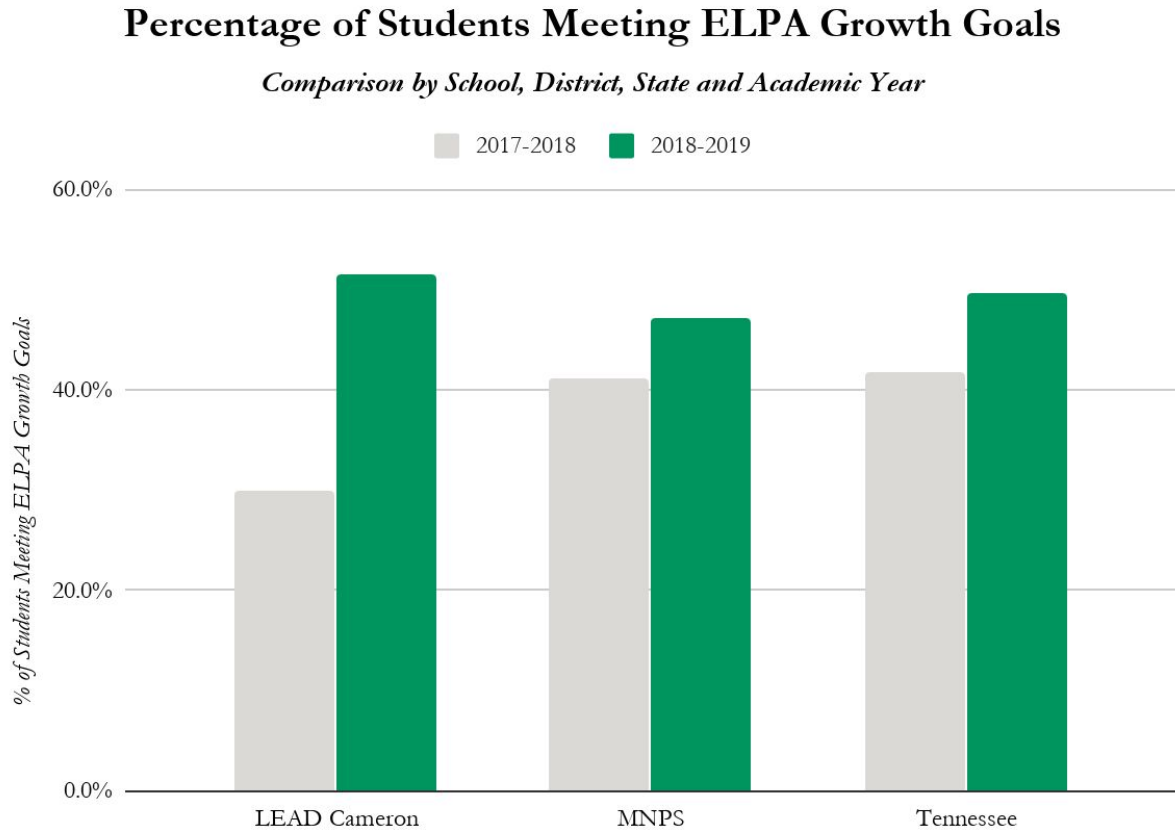
**Source:** Tennessee Department of Education School Wide TVAAS 2018-19 Subject-Level

Table 2. 2018-2019 TVAAS Math Composite Growth Index

<b>Schools with Positive Growth Index</b>	<b>Index</b>	<b>Index Rank</b>
Valor Voyager Academy	16.86	1
Valor Flagship Academy	16.66	2
Liberty Collegiate Academy	13.76	3
<b>Cameron College Preparatory</b>	<b>13.49</b>	<b>4</b>
KIPP Nashville College Prep	12.13	5
Nashville Academy of Computer Science	10.65	6
Nashville Prep	8.12	7
LEAD Prep Southeast	6.41	8
Stratford STEM Magnet School	6.12	9
KIPP Academy Nashville	5.5	10
McMurray Middle	5.08	11
Martin Luther King Jr School	3.72	12
Meigs Middle	3.54	13
Madison Middle	3.23	14
H. G. Hill Middle	3.03	15
Donelson Middle	2.86	16
Haynes Middle	2.41	17
Joelton Middle	2.05	18
Knowledge Academy	1.77	19
John F. Kennedy Middle	1.42	20
Head Middle	0.99	21
Thurgood Marshall Middle	0.48	22
KA @ The Crossings	0.13	23

**Source:** Tennessee Department of Education School Wide TVAAS 2018-19 Subject-Level

Figure 3. Percentage of Students Meeting ELPA Growth Targets: Comparison by School, District and State for Academic Years 2017-2018 and 2018-2019



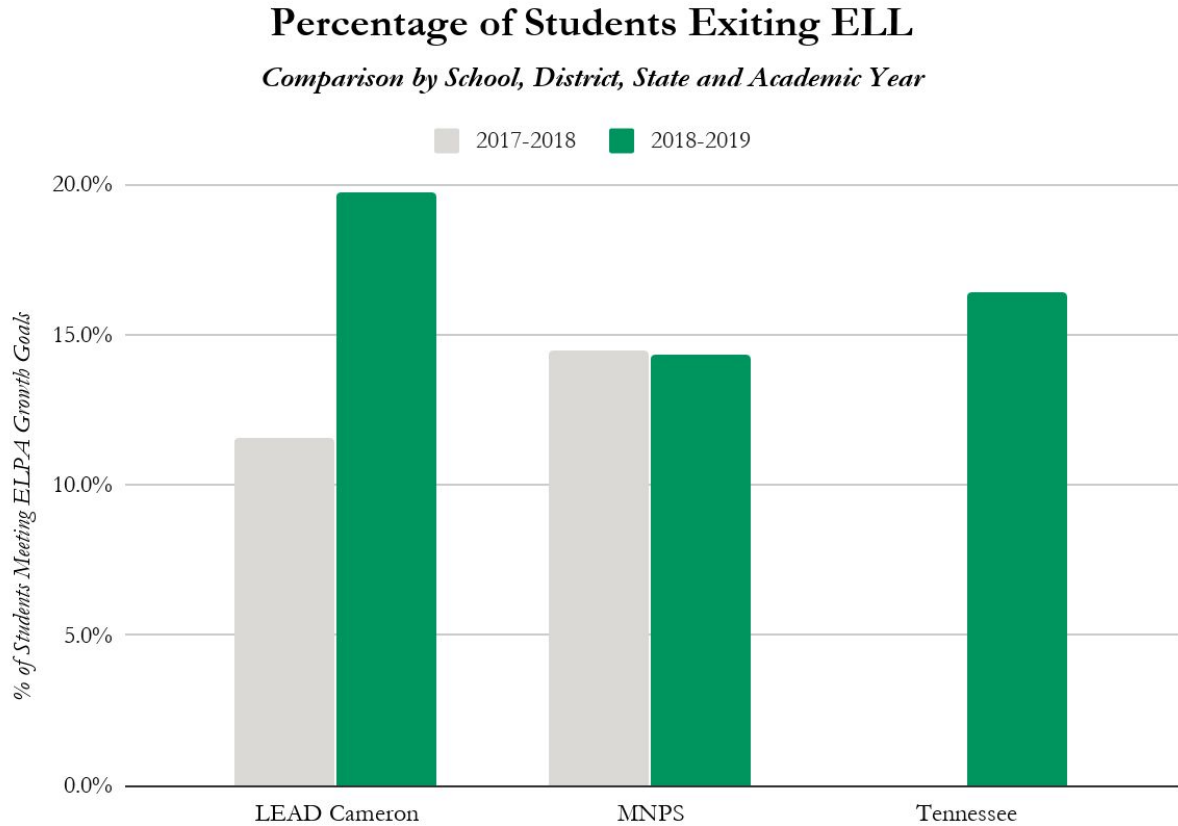
**Source:** Tennessee Department of Education English Language Proficiency Assessment 2019 District Level, 2018 District Level, 2019 School Level, and 2018 School Level

Table 3. 2017-2018 and 2018-2019 Percentage of Students Meeting ELPA Growth Targets

Subgroups	2017-2018			2018-2019		
	LEAD Cameron	MNPS	Tennessee	LEAD Cameron	MNPS	Tennessee
<b>All Students</b>	29.9%	41.2%	41.8%	51.5%	47.1%	49.6%
<b>Asian</b>	--	45.5%	48.7%	N/A	51.1%	52.9%
<b>Black/Hispanic/Native American</b>	30.0%	40.3%	40.3%	51.9%	46.5%	48.4%
<b>Economically Disadvantaged</b>	30.6%	40.7%	40.7%	46.7%	46.9%	48.1%
<b>English Language Learners</b>	29.9%	41.2%	41.8%	51.5%	47.1%	--
<b>Hispanic</b>	29.8%	40.6%	40.4%	52.1%	47.2%	48.6%
<b>Native Hawaiian or Pacific Islander</b>	--	--	15.5%	--	--	--
<b>Non-Economically Disadvantaged</b>	28.8%	42.1%	42.5%	57.0%	47.3%	50.1%
<b>Non-Students with Disabilities</b>	29.9%	41.3%	42.3%	57.9%	49.1%	52.3%
<b>Super Subgroup</b>	29.9%	41.2%	41.8%	51.9%	46.5%	N/A
<b>Unidentified</b>	N/A	27.8%	16.3%	--	--	--
<b>White</b>	32.0%	43.5%	44.8%	30.0%	48.9%	51.5%
<b>American Indian or Alaska Native</b>	--	--	0.0%	--	--	35.4%
<b>Black or African American</b>	--	37.4%	36.0%	50.0%	41.7%	43.9%
<b>Students with Disabilities</b>	--	27.7%	25.5%	27.8%	34.5%	31.4%

*Source: Tennessee Department of Education English Language Proficiency Assessment 2019 District Level, 2018 District Level, 2019 School Level, and 2018 School Level*

Figure 4. Percentage of Students Exiting ELL Comparison by School, District and State for Academic Years 2017-2018 and 2018-2019



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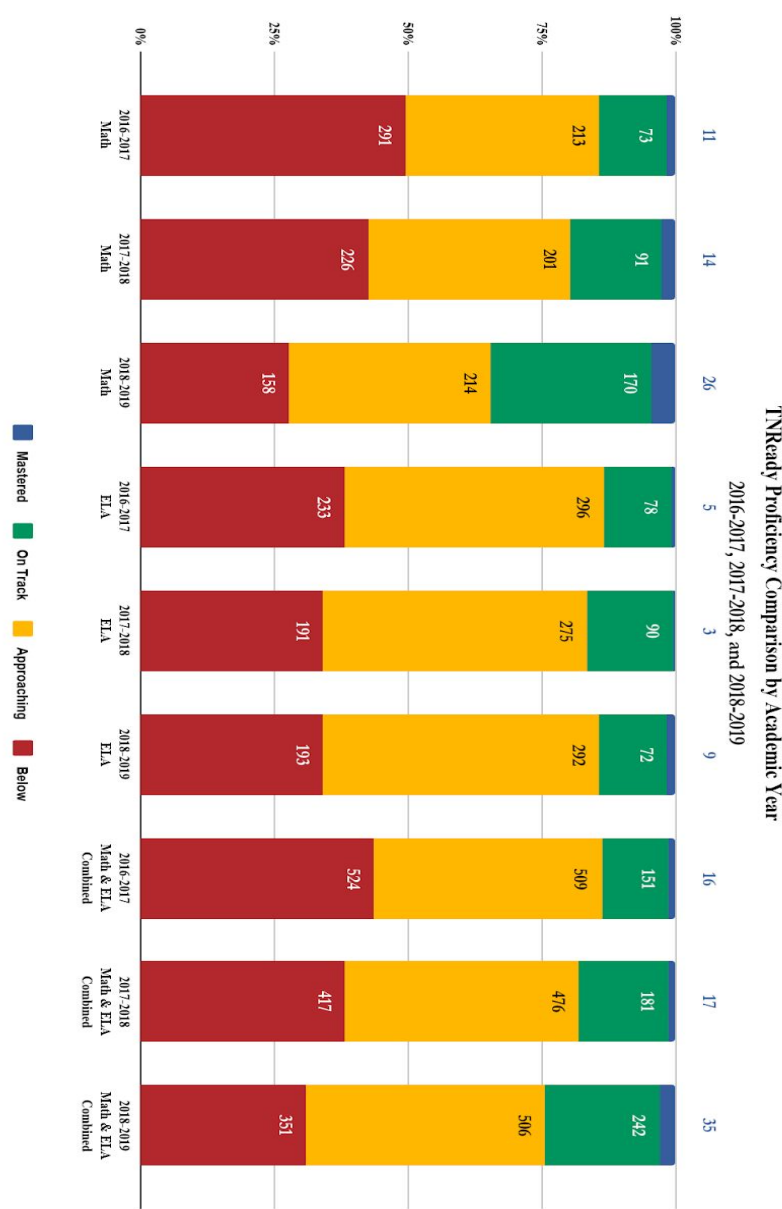
**Source:** Tennessee Department of Education English Language Proficiency Assessment 2019 District Level, 2018 District Level, 2019 School Level, and 2018 School Level

Table 4. 2017-2018 and 2018-2019 Percentage of Students Exiting ELL

Subgroups	2017-2018			2018-2019		
	LEAD Cameron	MNPS	Tennessee	LEAD Cameron	MNPS	Tennessee
<b>All Students</b>	11.6%	14.5%	--	19.7%	14.3%	16.4%
<b>Asian</b>	--	18.6%	--	--	21.7%	26.6%
<b>Black/Hispanic/Native American</b>	12.3%	13.9%	--	18.7%	13.3%	15.0%
<b>Economically Disadvantaged</b>	13.6%	13.9%	--	20.9%	15.5%	16.5%
<b>English Language Learners</b>	11.6%	14.5%	--	19.7%	14.3%	16.4%
<b>Hispanic</b>	12.6%	13.9%	--	19.2%	13.4%	15.0%
<b>Native Hawaiian or Pacific Islander</b>	--	10.0%	--	--	--	9.0%
<b>Non-Economically Disadvantaged</b>	8.5%	15.4%	--	18.7%	13.6%	16.3%
<b>Non-Students with Disabilities</b>	11.6%	14.5%	--	21.8%	15.4%	17.8%
<b>Super Subgroup</b>	11.6%	14.5%	--	18.7%	13.3%	15.0%
<b>Unidentified</b>	--	7.8%	--	--	--	--
<b>White</b>	8.6%	15.6%	--	20.0%	16.5%	19.2%
<b>American Indian or Alaska Native</b>	--	--	--	--	--	25.7%
<b>Black or African American</b>	10.0%	13.9%	--	12.5%	12.4%	14.0%
<b>Students with Disabilities</b>	--	4.8%	--	8.3%	5.5%	6.0%

*Source: Tennessee Department of Education English Language Proficiency Assessment 2019 District Level, 2018 District Level, 2019 School Level, and 2018 School Level*

Figure 5. Overall TNReady Proficiency Bands by Subject Across Three Academic Years



Source: SharePoint: TNReady Assessment by School for 2016-2017, 2017-2018, and 2018-2019.



Table 5. Count of TNReady Tests within Each Proficiency Band by Subject Across Three Academic Years

	Math			ELA			Math & ELA Combined		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
<b>Below</b>	291	226	158	233	191	193	524	417	351
<b>Approaching</b>	213	201	214	296	275	292	509	476	506
<b>On Track</b>	73	91	170	78	90	72	151	181	242
<b>Mastered</b>	11	14	26	5	3	9	16	17	35

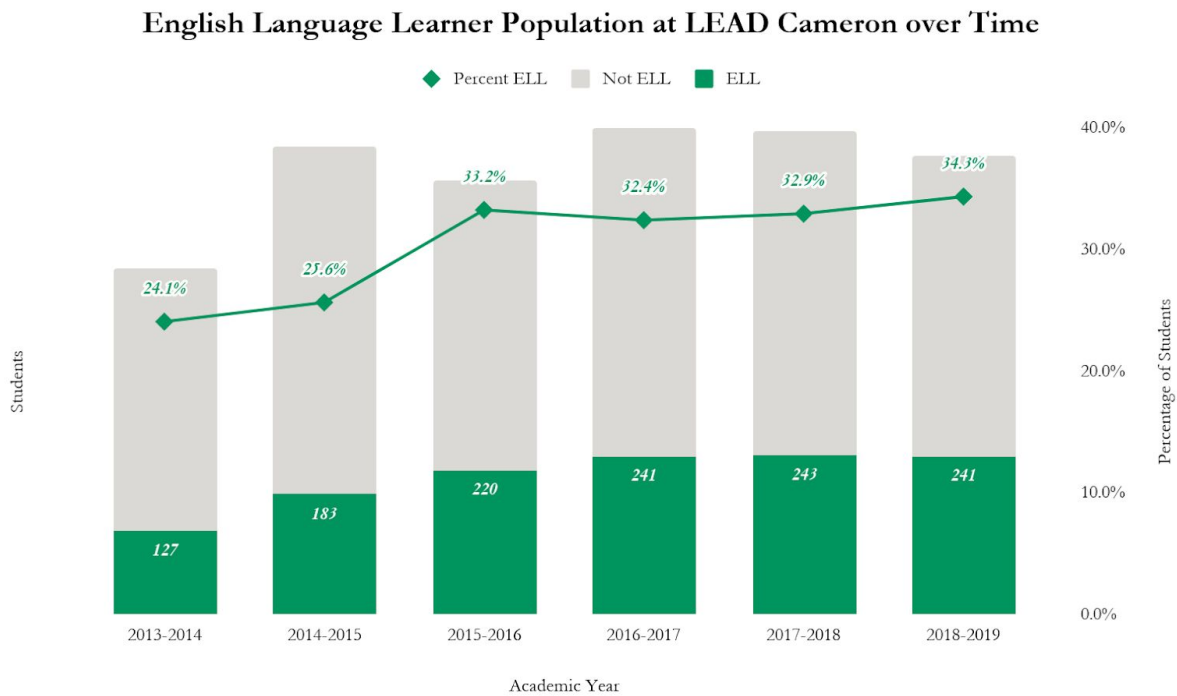
*Source: SharePoint: TNReady Assessment by School for 2016-2017, 2017-2018, and 2018-2019.*

Table 6. Percentage of TNReady Tests within Each Proficiency Band by Subject Across Three Academic Years

	<u>Math</u>			<u>ELA</u>			<u>Math &amp; ELA Combined</u>		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
<b>Below</b>	49.5%	42.5%	27.8%	38.1%	34.2%	34.1%	43.7%	38.2%	31.0%
<b>Approaching</b>	36.2%	37.8%	37.7%	48.4%	49.2%	51.6%	42.4%	43.6%	44.6%
<b>On Track</b>	12.4%	17.1%	29.9%	12.7%	16.1%	12.7%	12.6%	16.6%	21.3%
<b>Mastered</b>	1.9%	2.6%	4.6%	0.8%	0.5%	1.6%	1.3%	1.6%	3.1%

*Source: SharePoint: TNReady Assessment by School for 2016-2017, 2017-2018, and 2018-2019.*

Figure 6. English Language Learner Population Growth at LEAD Cameron Over Time



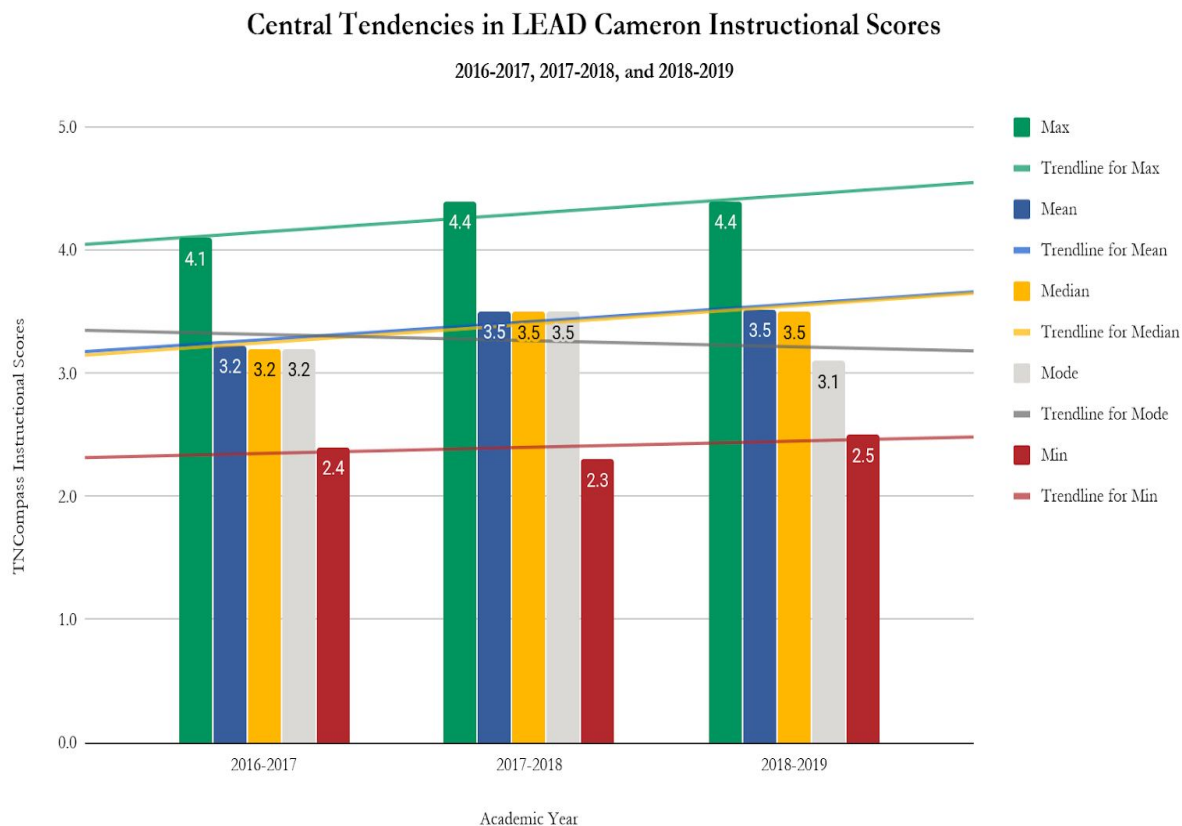
**Sources:** *EIS Research Queries: English Language Learners 2013-2014, 2014-2015, 2015-2016, 2016-2017, 2017-2018, 2018-2019; EIS Standard Reports: Net Enrollment Annual 2013-2014, 2014-2015, 2015-2016, 2016-2017, 2017-2018, 2018-2019; Infinite Campus 2019-2020 as of 2/14/2020.*

Table 7. English Language Learner Population at LEAD Cameron Over Time

	ELL		Not ELL	
	Count	Percent	Count	Percent
<b>2013-2014</b>	127	24.05%	401	75.95%
<b>2014-2015</b>	183	25.63%	531	74.37%
<b>2015-2016</b>	220	33.23%	442	66.77%
<b>2016-2017</b>	241	32.39%	503	67.61%
<b>2017-2018</b>	243	32.93%	495	67.07%
<b>2018-2019</b>	241	34.33%	461	65.67%
<b>2019-2020</b>	319	44.68%	395	55.32%

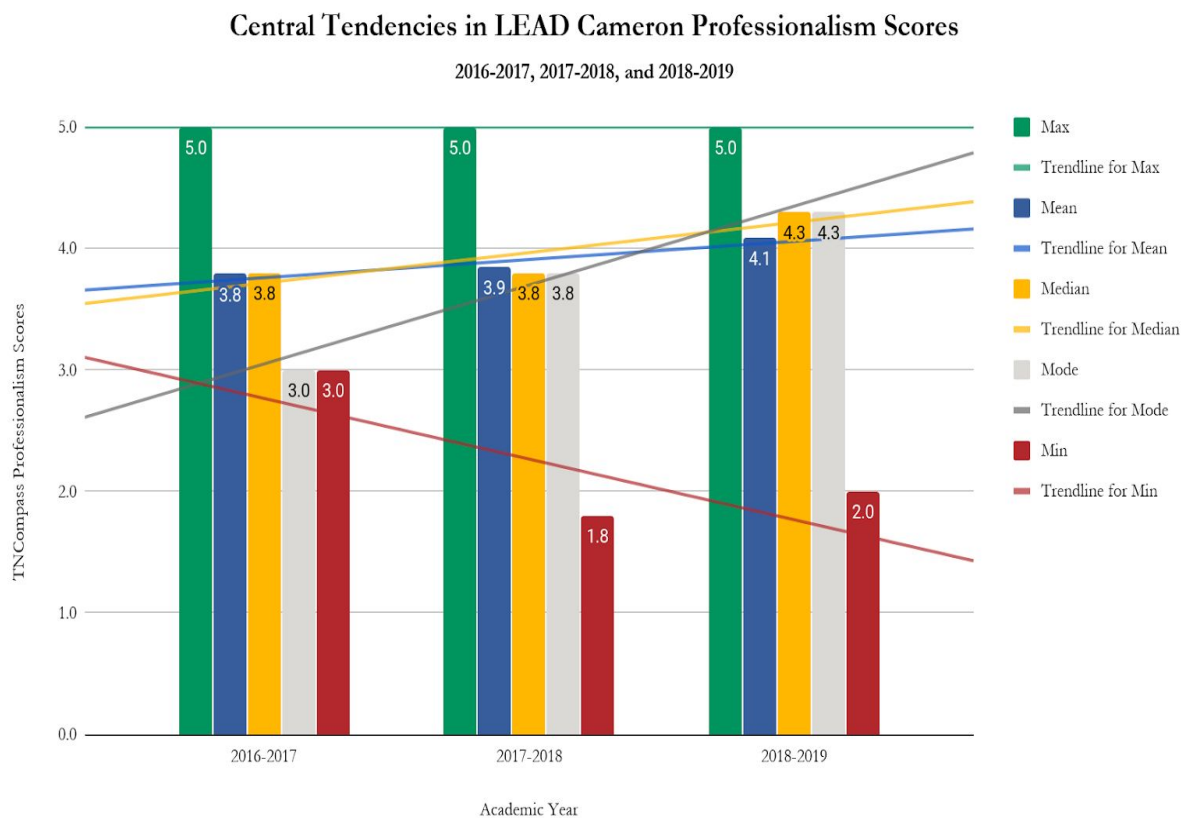
**Sources:** EIS Research Queries: English Language Learners 2013-2014, 2014-2015, 2015-2016, 2016-2017, 2017-2018, 2018-2019; EIS Standard Reports: Net Enrollment Annual 2013-2014, 2014-2015, 2015-2016, 2016-2017, 2017-2018, 2018-2019; Infinite Campus 2019-2020 as of 2/14/2020.

Figure 7. Central Tendencies and Trends Over the Past Three Consecutive Years for LEAD Cameron Teachers' TNCompass Instructional Scores



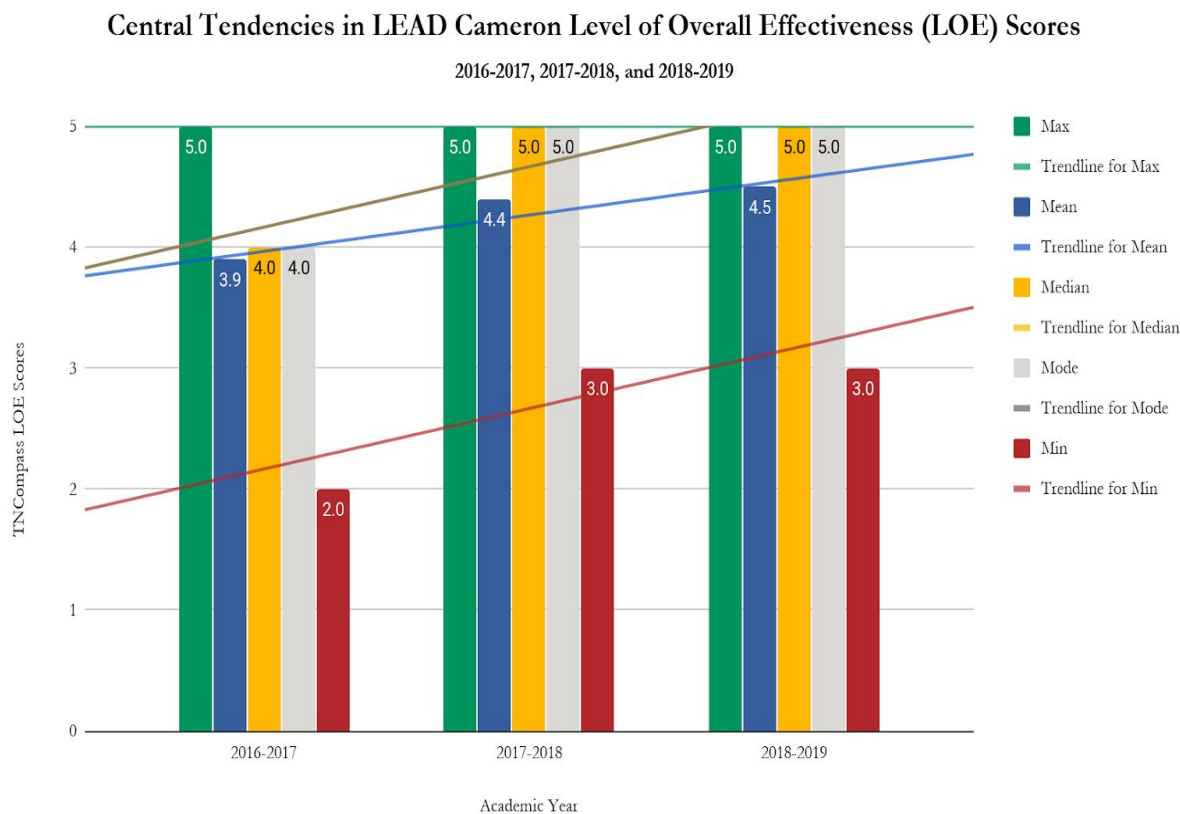
**Source:** TNCompass Instructional Scores 2016-2017, 2017-2018, and 2018-2019.

Figure 8. Central Tendencies and Trends Over the Past Three Consecutive Years for LEAD Cameron Teachers' TNCompass Professionalism Scores



*[Source: TNCompass Professionalism Scores 2016-2017, 2017-2018, and 2018-2019.]*

Figure 9. Central Tendencies and Trends Over the Past Three Consecutive Years for LEAD Cameron Teachers' TNCompass Level of Effectiveness (LOE) Scores



**Source:** TNCompass Level of Effectiveness (LOE) Scores 2016-2017, 2017-2018, and 2018-2019.

Table 8. Central Tendencies for Staff Instructional, Professionalism and Level of Overall Effectiveness Scores Over a Three Year Span

Central Tendency	Instructional				Professionalism				Level of Overall Effectiveness (LOE)			
	16-17	17-18	18-19	Avg	16-17	17-18	18-19	Avg	16-17	17-18	18-19	Avg
<b>Max</b>	4.10	4.40	4.40	4.40	5.00	5.00	5.00	4.92	5.00	5.00	5.00	5.00
<b>Mean</b>	3.23	3.51	3.52	3.40	3.79	3.85	4.09	3.90	3.90	4.40	4.50	4.26
<b>Median</b>	3.20	3.50	3.50	3.40	3.80	3.80	4.30	3.92	4.00	5.00	5.00	4.00
<b>Mode</b>	3.20	3.50	3.10	3.20	3.00	3.80	4.30	4.25	4.00	5.00	5.00	4.00
<b>Min</b>	2.40	2.30	2.50	2.40	3.00	1.80	2.00	2.00	2.00	3.00	3.00	2.00

**Source:** TNCompass "Observation Data Export: Teacher: TEAM General Educator" Report for 2016-2017, 2017-2018, and 2018-2019; TNCompass "Observation Data Export: Teacher: TEAM Professionalism" Report for 2016-2017, 2017-2018, and 2018-2019; TNCompass "Evaluation of Scores by Educator" Report for 2016-2017, 2017-2018, and 2018-2019.



Table 9. Subject Level TVAAS Scores over Time

Subject	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
<b>School-Wide: Composite</b>	5	--	5	5	5
<b>School-Wide: Literacy</b>	5	--	5	5	5
<b>School-Wide: Numeracy</b>	5	--	3	5	5
<b>School-Wide: Literacy and Numeracy</b>	5	--	5	5	5
<b>School-Wide: Science</b>	3	--	5	5	5

**Source:** TDOE: TVAAS Composites: School-Wide TVAAS: 2014-2015, 2015-2016, 2016-2017, 2017-2018, and 2018-2019.

Table 10. MNPS-Davidson County Middle School TVAAS Growth for 2018-2019

Subgroup	1	2	3	4
All Students	17.14%	34.29%	8.57%	40.00%
Black or African American	5.41%	54.05%	16.22%	24.32%
Black/Hispanic/Native American	10.53%	47.37%	10.53%	31.58%
Economically Disadvantaged	15.38%	43.59%	12.82%	28.21%
English Learners with Transitional 1-4	7.32%	36.59%	17.07%	39.02%
Hispanic	14.29%	45.24%	7.14%	33.33%
Students with Disabilities	25.00%	39.58%	16.67%	18.75%
Subgroups	21.74%	43.48%	4.35%	30.43%
Super Subgroup	5.26%	52.63%	7.89%	34.21%
White	11.76%	52.94%	8.82%	26.47%

Note: 1-4 indicate the performance band for each subgroup based on how they performed relative to their goals; 4 is the highest, while 1 is the lowest. Percentages represent the percentage of middle schools in each indicator by subgroup.

Source: *TDOE: Accountability Indicator Scores and Data for Schools: School-Level 2019*

Table 11. MNPS-Davidson County Middle School TVAAS Achievement for 2018-2019

<b>Subgroup</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>All Students</b>	50.00%	20.00%	16.00%	14.00%
<b>Black or African American</b>	50.00%	23.91%	13.04%	13.04%
<b>Black/Hispanic/Native American</b>	51.06%	23.40%	14.89%	10.64%
<b>Economically Disadvantaged</b>	52.08%	29.17%	8.33%	10.42%
<b>English Learners with Transitional 1-4</b>	41.18%	38.24%	5.88%	14.71%
<b>Hispanic</b>	31.58%	28.95%	21.05%	18.42%
<b>Students with Disabilities</b>	46.15%	38.46%	12.82%	2.56%
<b>Subgroups</b>	58.82%	17.65%	5.88%	17.65%
<b>Super Subgroup</b>	59.18%	16.33%	14.29%	10.20%
<b>White</b>	19.44%	27.78%	22.22%	30.56%

Note: 1-4 indicate the performance band for each subgroup based on how they performed relative to their goals; 4 is the highest, while 1 is the lowest. Percentages represent the percentage of middle schools in each indicator by subgroup.

*Source: TDOE: Accountability Indicator Scores and Data for Schools: School-Level 2019*

Table 12. LEAD Cameron ELPA Scores by Subgroup for 2018-2019

Subgroup	
All Students	3
Black or African American	3
Black/Hispanic/Native American	3
Economically Disadvantaged	2
English Learners with Transitional 1-4	3
Hispanic	3
Students with Disabilities	1
Subgroups	2.25
White	1

Note: A 3 indicates the AMO target was met.

*Source: TDOE: Accountability Indicator Scores and Data for Schools: School-Level 2019*

Table 13. TNReady Proficiency Band Comparison for Integrated Math during the 2016-2017 Academic Year

	<b>LEAD Cameron</b>	<b>MNPS</b>	<b>Tennessee</b>
<b>Number On Track &amp; Mastered</b>	14	161	179
<b>Number of Valid Tests</b>	30	412	445
<b>Percent On Track &amp; Mastered</b>	47%	39%	40%

***Source:** TDOE: State Assessments: Assessment Files: School-Level 2017*

Table 14. Averaged Student Culture Survey Data for Academic Years 2016-2017, 2017-2018, and 2018-2019

Question or Prompt	Students who (Strongly) Agree
<b>I have an adult in the school I know I can trust</b>	81.40%
<b>My teachers believe in me</b>	89%
<b>My school is a good place to learn</b>	90.9

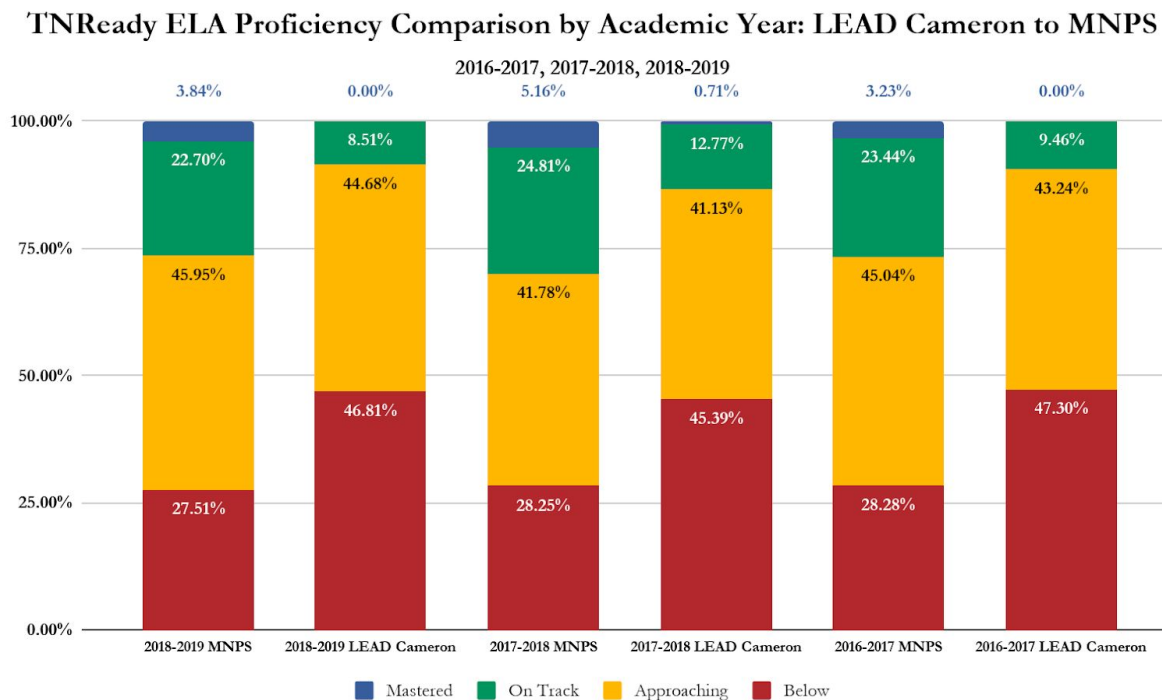
**Source:** Internal LEAD Cameron School Culture Surveys Completed by Students for Academic Years 2016-2017, 2017-2018, and 2018-2019.

Table 15. LEAD Cameron Students with Disabilities Population over Time

Academic Year	Count SpEd	Percent SpEd
2014-2015	62	10.60%
2015-2016	66	11.00%
2016-2017	87	12.90%
2017-2018	78	12.50%
2018-2019	86	13.27%
2019-2020	77	10.88%

**Sources:** TDOE: Profile and Demographic Information: Profile Data Files: School-Level 2014-2015, 2015-2016, 2016-2017, and 2017-2018. Easy IEP 2018-2019, 2019-2020.

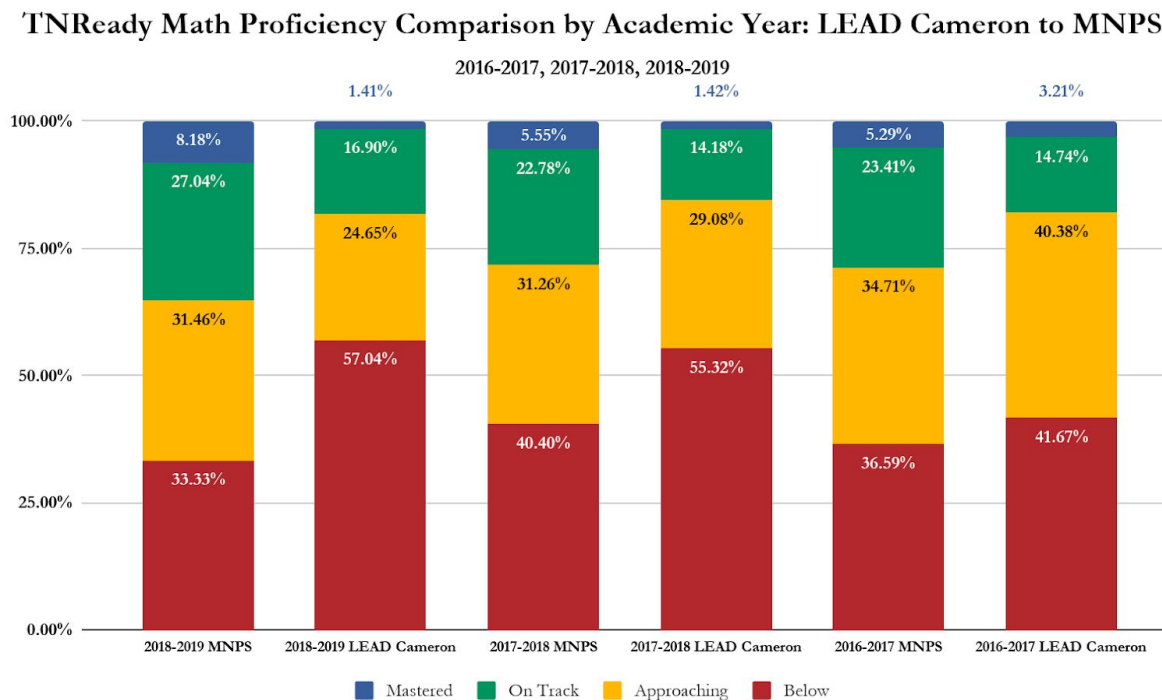
Figure 10. LEAD Cameron and ELA MNPS TNReady Proficiency Comparison for Incoming 5th Graders during their 4th Grade Year for Academic Years 2016-2017, 2017-2018, and 2018-2019



**Source:** MNPS Data Warehouse: Assessment Details for Active Students: Enrollment Year 2019-2020 for 2018-2019 Testing, Enrollment 2018-2019 for 2017-2018 Testing, and Enrollment Year 2017-2018 for 2016-2017 Testing.



Figure 11. LEAD Cameron and MNPS Math TNReady Proficiency Comparison for Incoming 5th Graders during their 4th Grade Year for Academic Years 2016-2017, 2017-2018, and 2018-2019



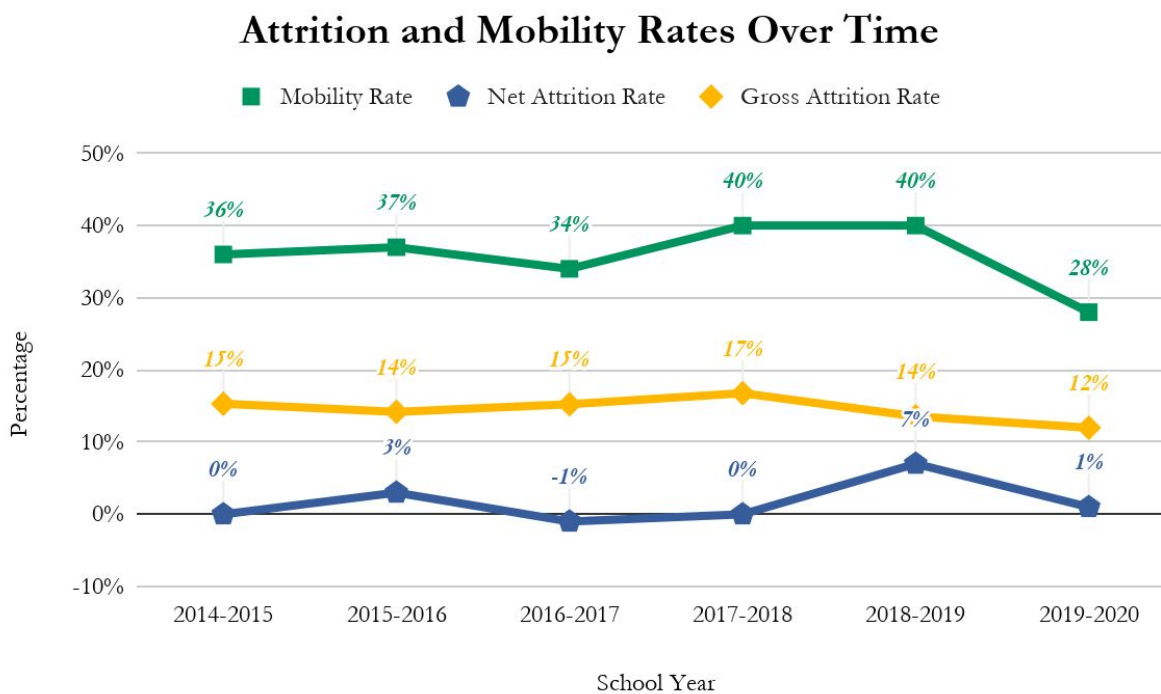
**Source:** MNPS Data Warehouse: Assessment Details for Active Students: Enrollment Year 2019-2020 for 2018-2019 Testing, Enrollment 2018-2019 for 2017-2018 Testing, and Enrollment Year 2017-2018 for 2016-2017 Testing.

Table 16. Percentage of 5th Graders Below the RIT National Norm for Reading and Mathematics by Academic Year

Academic Year	Reading	Mathematics
Fall 2014-2015	81.25%	86.88%
Fall 2015-2016	82.19%	84.35%
Fall 2016-2017	76.97%	83.15%
Fall 2017-2018	77.06%	79.41%
Fall 2018-2019	76.82%	78.52%
Fall 2019-2020	82.89%	86.41%

**Source:** NWEA MAP 5th Grade Fall RIT Scores for Academic Years 2014-2015, 2015-2016, 2016-2017, 2017-2018, 2018-2019, and 2019-2020.

Figure 12. Rate of LEAD Cameron’s Student Population Change Over Time Measured by Mobility, Net Attrition and Gross Attrition



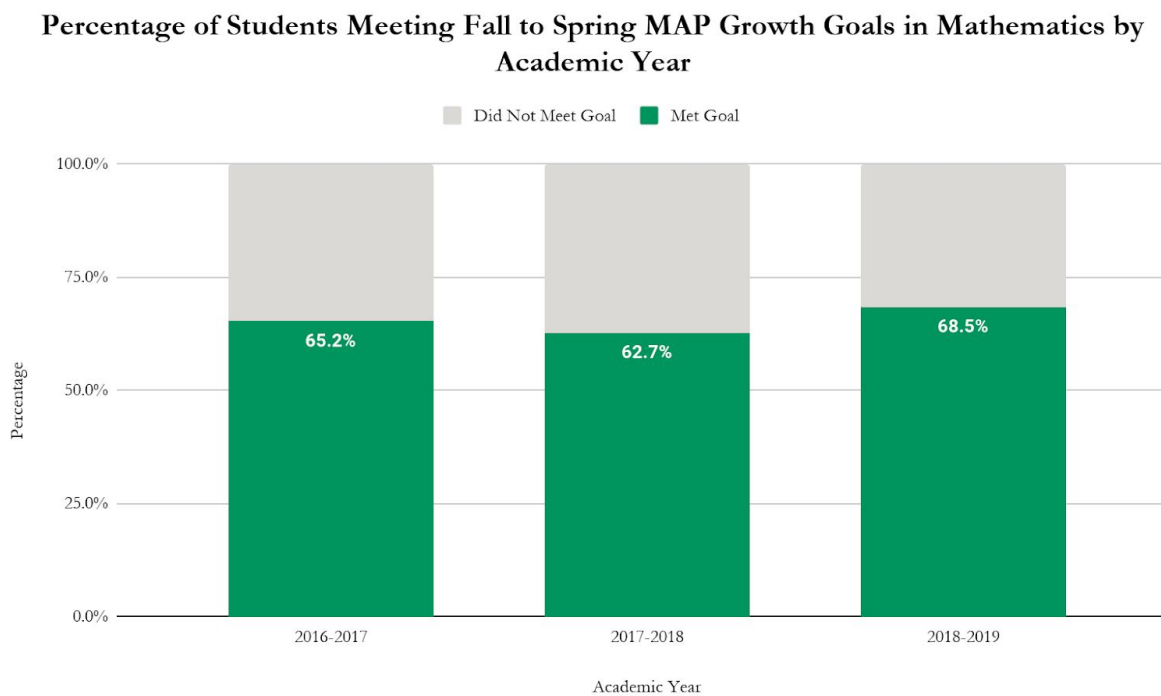
**Source:** EIS: Research Queries: Mobility and Attrition as of the eleventh day of school for academic years 2014-2015, 2015-2016, 2016-2017, 2017-2018, 2018-2019, and 2019-2020.

Table 17. Rate of LEAD Cameron’s Student Population Change Over Time Measured by Mobility, Net Attrition and Gross Attrition

School Year	Mobility Rate	Net Attrition Rate	Gross Attrition Rate
2014-2015	36%	0%	15%
2015-2016	37%	3%	14%
2016-2017	34%	-1%	15%
2017-2018	40%	0%	17%
2018-2019	40%	7%	14%
2019-2020	28%	1%	12%

**Source:** EIS: Research Queries: Mobility and Attrition as of the eleventh day of school for academic years 2014-2015, 2015-2016, 2016-2017, 2017-2018, 2018-2019, and 2019-2020; The Higher Education Statistics Agency defines (gross) attrition, also called non-continuation, as “the number of individuals who leave a programme of study before it has finished.” (HESA)

Figure 13. Student Fall to Spring Growth Mathematics Goal Attainment for NWEA MAP Scores by Academic Year



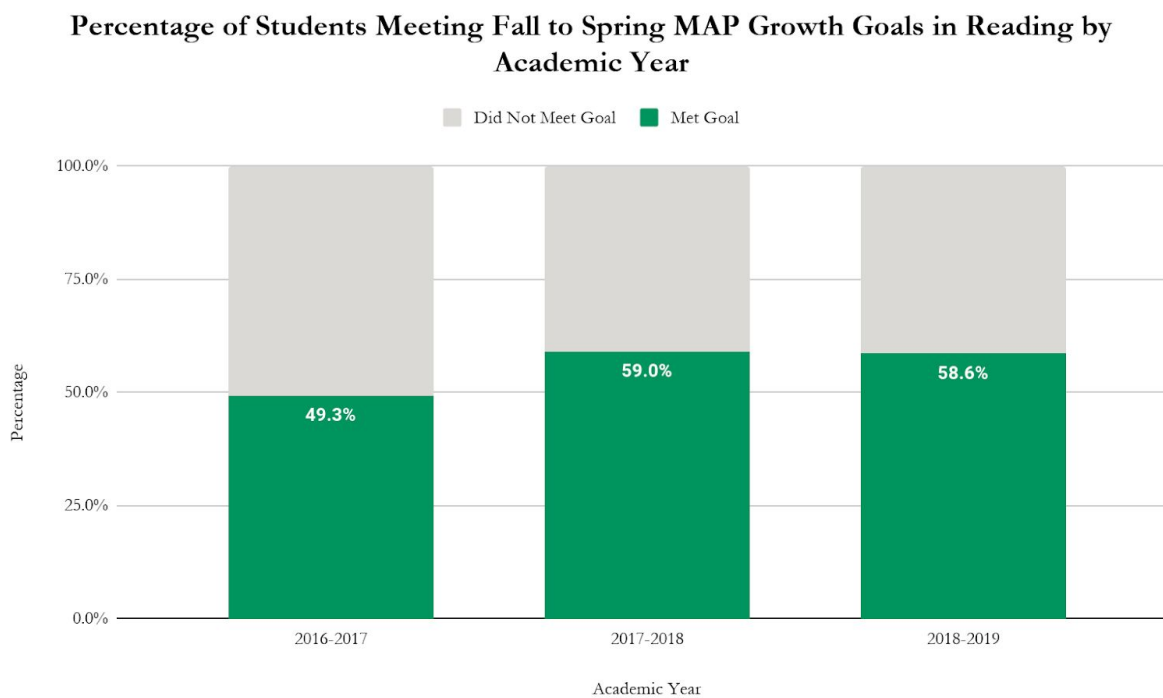
**Source:** NWEA MAP with Fall and Spring Mathematics data for 2016-2017, 2017-2018, and 2018-2019.

Table 18. Student Fall to Spring Growth Mathematics Goal Attainment for NWEA MAP Scores by Academic Year

	Met Goal	Did Not Meet Goal
<b>2016-2017</b>	65.2%	34.8%
<b>2017-2018</b>	62.7%	37.3%
<b>2018-2019</b>	68.5%	31.5%

***Source:** NWEA MAP with Fall and Spring Mathematics data for 2016-2017, 2017-2018, and 2018-2019.*

Figure 14. Student Fall to Spring Reading Growth Goal Attainment for NWEA MAP Scores by Academic Year



**Source:** NWEA MAP with Fall and Spring Reading data for 2016-2017, 2017-2018, and 2018-2019.

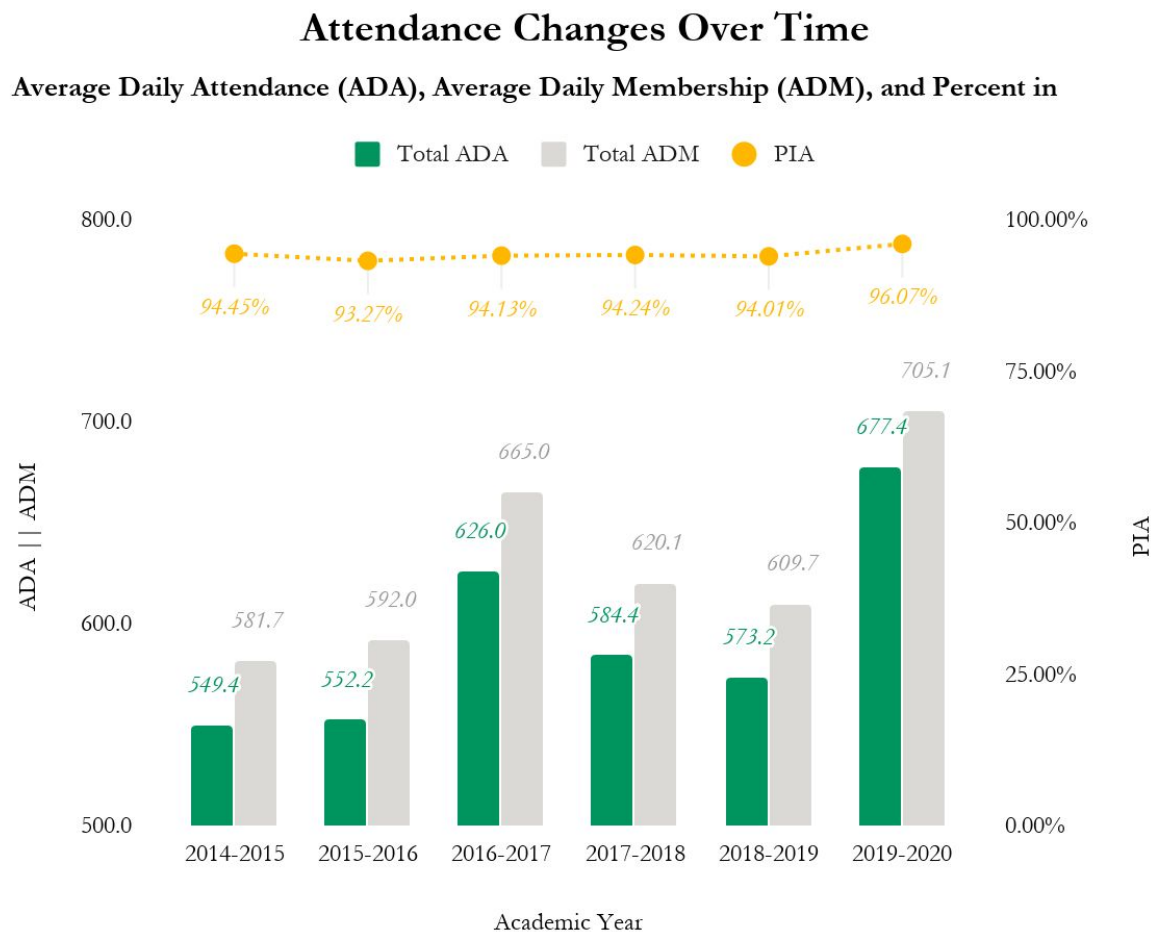
Table 19. Student Fall to Spring Reading Growth Goal Attainment for NWEA MAP Scores by Academic Year

	Percent Meeting Goal	Percent Not Meeting Goal
<b>2016-2017</b>	49.3%	50.7%
<b>2017-2018</b>	59.0%	41.0%
<b>2018-2019</b>	58.6%	41.4%

***Source:** NWEA MAP with Fall and Spring Reading data for 2016-2017, 2017-2018, and 2018-2019.*



Figure 15. Attendance Over Time Shown through Average Daily Attendance (ADA), Average Daily Membership (ADM), and Percent in Attendance (PIA)



**Source:** EIS: Standard Reports: Director's Membership Attendance Annual

Table 20. Attendance Over Time Shown through Average Daily Attendance (ADA), Average Daily Membership (ADM), and Percent in Attendance (PIA)

<b>Academic Year</b>	<b>Total Students</b>	<b>Membership</b>	<b>Total ADA</b>	<b>Total ADM</b>	<b>PIA</b>
<b>2015-2016</b>	659	595	552.2	592.0	93.27%
<b>2016-2017</b>	739	658	626.0	665.0	94.13%
<b>2017-2018</b>	733	620	584.4	620.1	94.24%
<b>2018-2019</b>	691	633	573.2	609.7	94.01%
<b>2019-2020</b>	810	706	677.4	705.1	96.07%

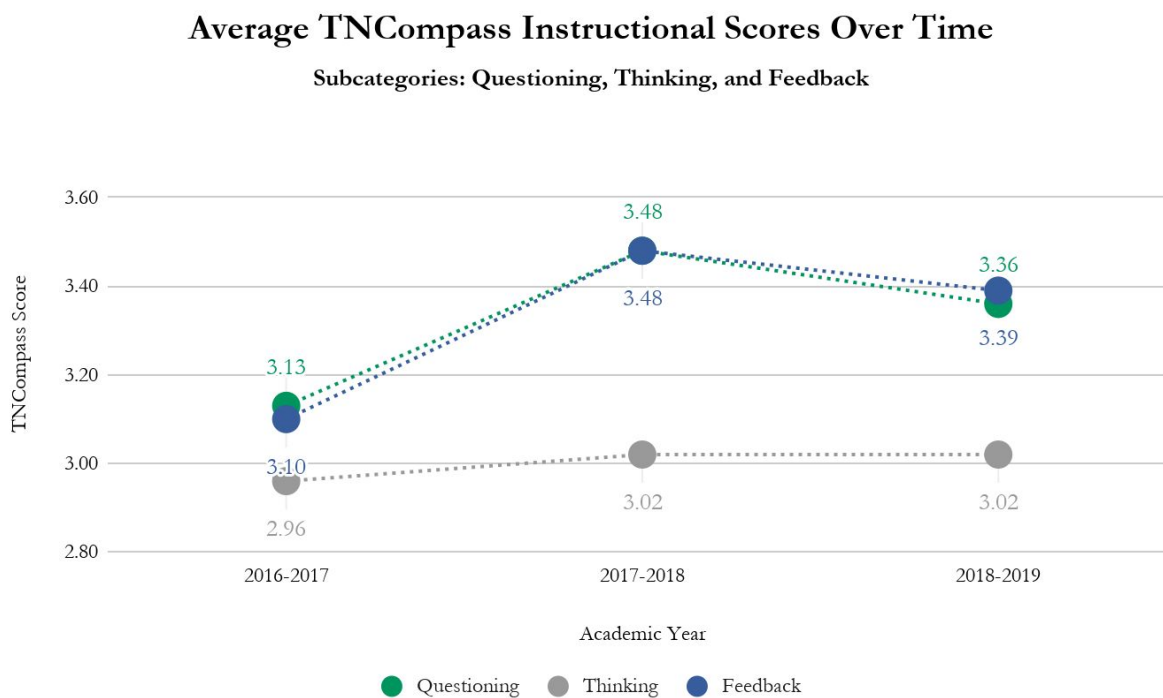
***Source:** EIS: Standard Reports: Director's Membership Attendance Annual*

Table 21. Suspensions Over Time

School Year	Individual Suspensions	Individual Students	Percent of All Students
2014 - 2015	248	138	17.6%
2015 - 2016	167	110	14%
2016 - 2017	232	105	11.9%
2017 - 2018	152	77	9.1%
2018 - 2019	125	75	8.8%

*Source: Metro Nashville Public Schools Data Warehouse*

Table 16. TNCompass Average Instructional Scores for the Questioning, Thinking, and Feedback Subcategories Over a Three Year Span



**Source:** TNCompass "Observation Data Export: Teacher: TEAM General Educator" Report for 2016-2017, 2017-2018, and 2018-2019

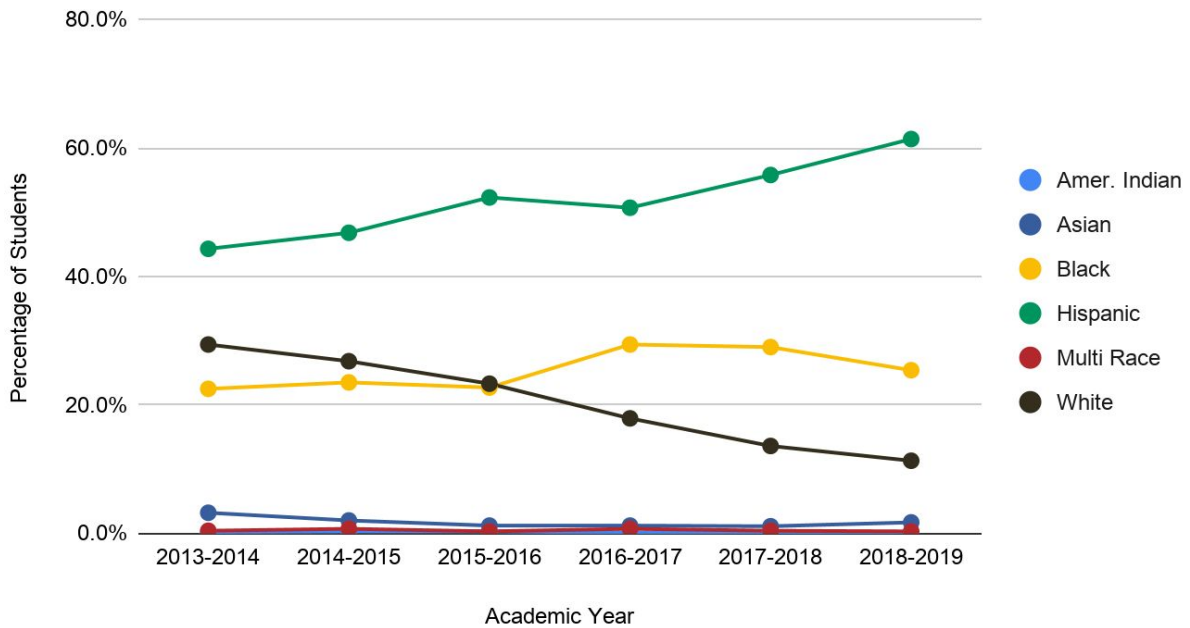
Table 22. TNCompass Average Instructional Scores for the Questioning and Thinking Subcategories Over a Three Year Span

	Questioning	Thinking	Feedback
<b>2016-2017</b>	3.13	2.96	3.10
<b>2017-2018</b>	3.48	3.02	3.48
<b>2018-2019</b>	3.36	3.02	3.39

**Source:** TNCompass "Observation Data Export: Teacher: TEAM General Educator" Report for 2016-2017, 2017-2018, and 2018-2019

Figure 17. Percentages of the Student Population by Race and Ethnicity Over Time

### Ethnicity and Race as a Percentage of the Student Population throughout Time



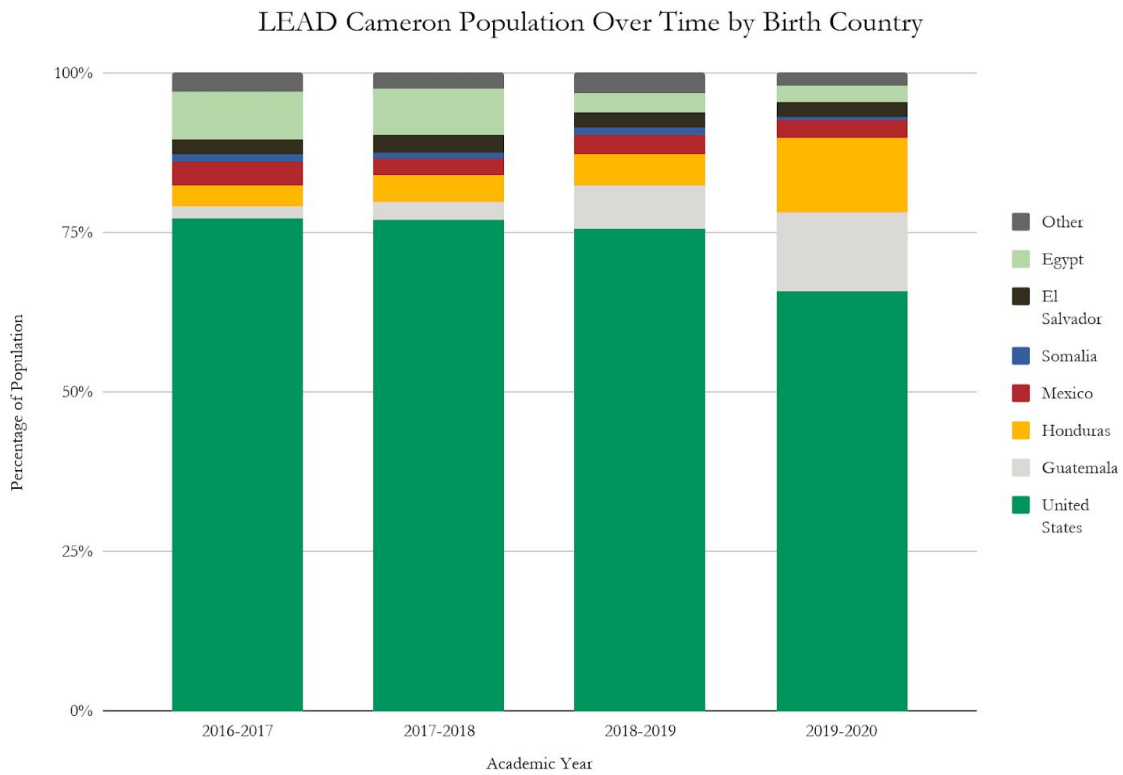
Source: EIS

Table 23. Percentages of the Student Population by Race and Ethnicity Over Time

<b>Race/Ethnicity</b>	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>2017-2018</b>	<b>2018-2019</b>
<b>Amer. Indian</b>	0.2%	0.3%	0.3%	0.1%	0.1%	0.0%
<b>Asian</b>	3.2%	2.0%	1.2%	1.2%	1.1%	1.7%
<b>Black</b>	22.5%	23.5%	22.7%	29.4%	29.0%	25.4%
<b>Hispanic</b>	44.3%	46.8%	52.3%	50.7%	55.8%	61.4%
<b>Multi Race</b>	0.4%	0.7%	0.3%	0.7%	0.4%	0.3%
<b>White</b>	29.4%	26.8%	23.3%	17.9%	13.6%	11.3%

*Source: EIS*

Figure 18. Student Population by Birth Country Over Time



**Source:** Metro Nashville Public Schools Infinite Campus enrollment data for students enrolled at the end of the academic year (2016-2017, 2017-2018, 2018-2019) and currently enrolled (2019-2020).

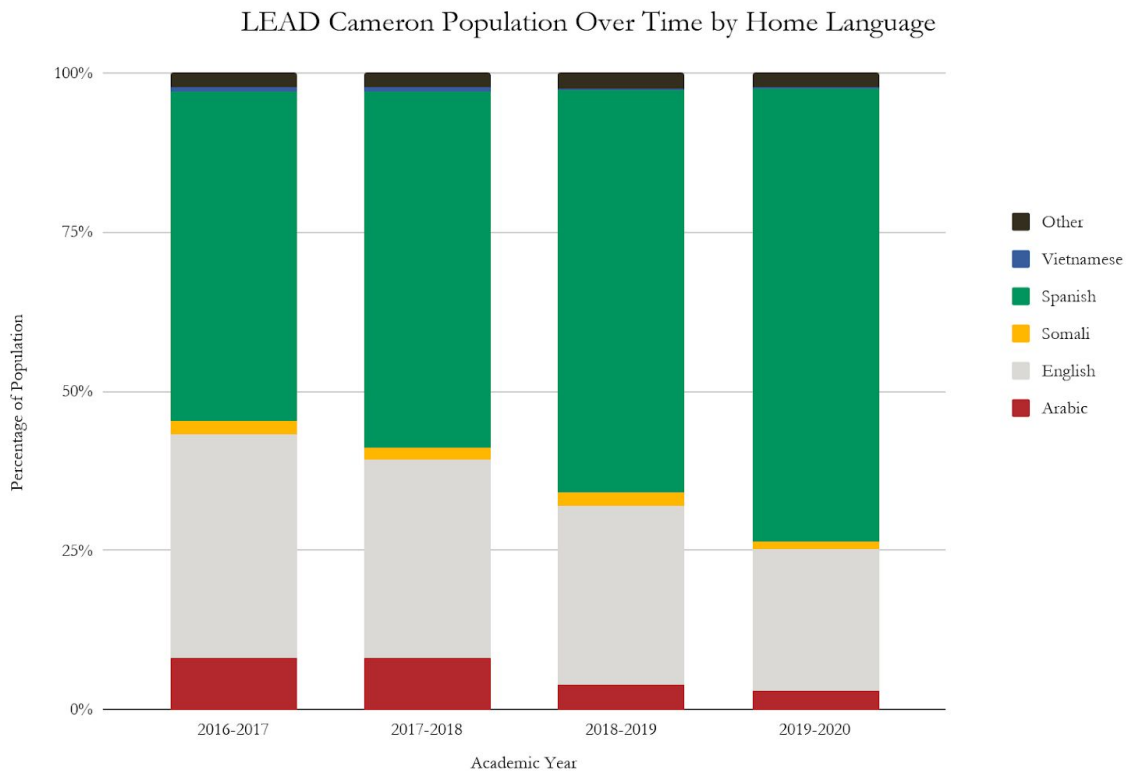


Table 24. Total Student Population by Birth Country Over Time

	<b>United States</b>	<b>Guatemala</b>	<b>Honduras</b>	<b>Mexico</b>	<b>Somalia</b>	<b>El Salvador</b>	<b>Egypt</b>	<b>Other</b>
<b>2016-2017</b>	513	13	21	25	8	16	50	19
<b>2017-2018</b>	484	17	27	16	6	17	46	15
<b>2018-2019</b>	489	45	31	20	7	16	20	20
<b>2019-2020</b>	469	89	82	20	3	18	17	15

***Source:** Metro Nashville Public Schools Infinite Campus enrollment data for students enrolled at the end of the academic year (2016-2017, 2017-2018, 2018-2019) and currently enrolled (2019-2020).*

Figure 19. Total Student Population by Home Language Over Time



**Source:** Metro Nashville Public Schools Infinite Campus enrollment data for students enrolled at the end of the academic year (2016-2017, 2017-2018, 2018-2019) and currently enrolled (2019-2020).

Table 25. Total Student Population by Home Language Over Time

	Arabic	English	Somali	Spanish	Vietnamese	Other
<b>2016-2017</b>	54	233	15	344	4	15
<b>2017-2018</b>	51	195	12	352	4	14
<b>2018-2019</b>	26	182	13	410	1	16
<b>2019-2020</b>	22	157	9	507	2	16

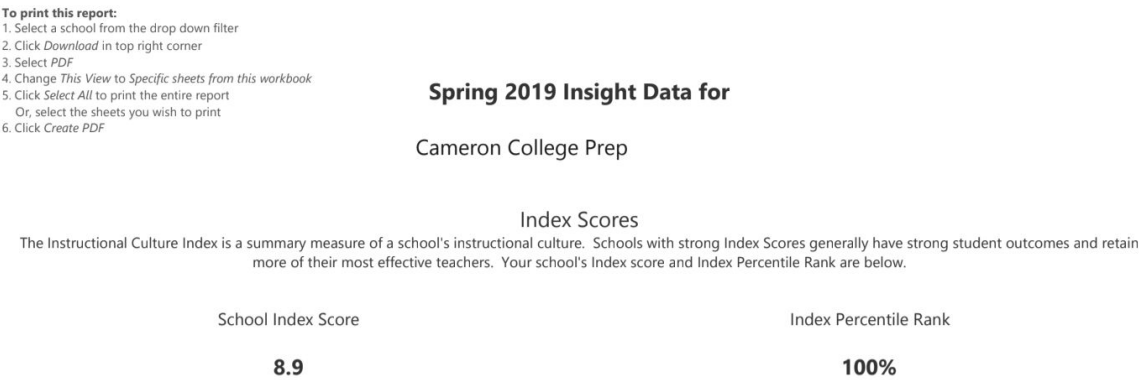
**Source:** Metro Nashville Public Schools Infinite Campus enrollment data for students enrolled at the end of the academic year (2016-2017, 2017-2018, 2018-2019) and currently enrolled (2019-2020).

Table 26. Proficiency on TNReady Three Testing Administrations

		ELA			MATH		
		2016-2017	2017-2018	2018-2019	2016-2017	2017-2018	2018-2019
ELL	<b>Below</b>	67.2%	61.2%	59.8%	62.3%	61.1%	43.3%
	<b>Approaching</b>	32.3%	35.4%	39.6%	31.9%	27.4%	45.7%
	<b>On Track</b>	0.5%	3.4%	0.6%	5.8%	10.9%	11.0%
	<b>Mastered</b>	0.0%	0.0%	0.0%	0.0%	0.6%	0.0%
ExEd	<b>Below</b>	67.6%	64.9%	68.5%	73.3%	67.3%	63.5%
	<b>Approaching</b>	31.0%	28.1%	28.8%	22.5%	24.1%	29.7%
	<b>On Track</b>	1.4%	7.0%	2.7%	2.8%	6.9%	5.4%
	<b>Mastered</b>	0.0%	0.0%	0.0%	1.4%	1.7%	1.4%
All	<b>Below</b>	38.1%	34.2%	34.1%	49.5%	42.5%	27.8%
	<b>Approaching</b>	48.4%	49.2%	51.6%	36.2%	37.8%	37.7%
	<b>On Track</b>	12.7%	16.1%	12.7%	12.4%	17.1%	29.9%
	<b>Mastered</b>	0.8%	0.5%	1.6%	1.9%	2.6%	4.6%

*Source: Metro Nashville Public Schools Data SharePoint Three Year Aggregated Summary*

Figure 20. Spring Insight 2019 Index Score and Percentile



**Source:** *TNTP LEAD Cameron Insight Report 2019*

Figure 21. Example of Impact of Coaching on Teacher Development and Student Learning

Example of Impact of Coaching on Teacher Development and Student Learning																								
<p><b>TEAM Growth Round 1 → Round 2, 2019</b></p> <p>Presenting Instructional Content: 3 → 5</p> <p>Academic Feedback: 3 → 4</p> <p>Questioning: 3 → 4</p> <p><b>Coaching Action Steps for this teacher:</b></p> <p>Create purposeful, oral check for understanding for each sub objective and use them to disperse thinking through intentional cold call</p> <p>Check students' independent work to determine whether they're learning what you're teaching by 1) naming the lap 2) plan your track 3) exemplar in hand 4) check answers against your exemplar 5) track correct and incorrect answers</p> <p>Increase the rigor by letting students unpack their own errors &amp; building a solution</p> <p>1) use an example that mirrors the expectation you want them to meet then</p> <p>2) ask "what is the difference between what you wrote and this example?"</p>		<p><b>End of Unit Assessment Growth</b></p> <table> <tr> <th></th><th>RL.KID.2</th><th>RL.KID.3</th><th>RL.CS.4</th><th>RL.CS.6</th></tr> <tr> <td>2019 TNReady</td><td>48%</td><td>48%</td><td>54%</td><td>22%</td></tr> <tr> <td>End of Unit 1 Assessment</td><td>78.90%</td><td>66.60%</td><td>63.80%</td><td>48.80%</td></tr> <tr> <td>End of Unit 2 Assessment</td><td>86.40%</td><td>69.90%</td><td>77.80%</td><td>80.60%</td></tr> </table> <p>This chart highlights the growth of standards that were assessed on both the End-of-Unit 1 and End-of-Unit 2 assessments. There were four overlying standards. Each percentage represents the number of points earned towards a particular standard. These standards are measured and tracked this way to match Tennessee Department of Education's method of tracking standards on TNReady. Not only is there growth from one End-of-Unit assessment to another, but there is substantial growth from how students scored on the 2019 TNReady assessment.</p>				RL.KID.2	RL.KID.3	RL.CS.4	RL.CS.6	2019 TNReady	48%	48%	54%	22%	End of Unit 1 Assessment	78.90%	66.60%	63.80%	48.80%	End of Unit 2 Assessment	86.40%	69.90%	77.80%	80.60%
	RL.KID.2	RL.KID.3	RL.CS.4	RL.CS.6																				
2019 TNReady	48%	48%	54%	22%																				
End of Unit 1 Assessment	78.90%	66.60%	63.80%	48.80%																				
End of Unit 2 Assessment	86.40%	69.90%	77.80%	80.60%																				
<p><b>Teacher Narrative</b></p> <p>The improvements in my scores for both Feedback and Questioning came as a direct result of professional development, and receiving specific, actionable steps via coaching. Incorporating consistent [Aggressive Monitoring], and anticipating places in the lesson where there may be student misconceptions allows me to plan targeted questions to push students toward mastery.</p> <p>Questioning, Feedback and Presenting instructional Content are all intertwined. Individual student data collected during the lesson provides an opportunity to give feedback targeted to the individual. One week, my coaching feedback related directly to this. In a writing conference, I worked with a student on her thesis, and told her how she needed to change it. The feedback I received was to use questioning to guide student thinking, allowing students to produce their own, replicable thesis.</p> <p>Moving forward, I planned questions to scaffold student thinking to craft a strong thesis, and the impact was as you would expect: regardless of where their starting point was, students began writing stronger thesis statements. Individual data collected during a lesson [also] provides an opportunity to give whole group feedback. When there is a common error or</p>																								

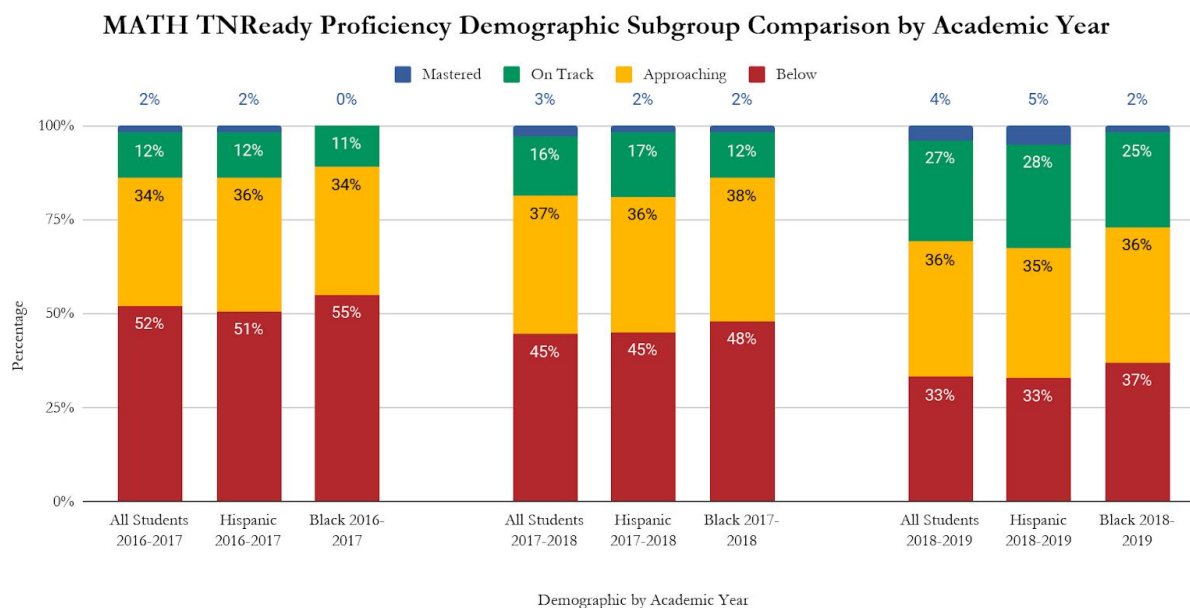
misconception in the class, we pause.

A year ago, I would likely have told students the right answer and had them revise. Now, as a result of consistent coaching and professional development meetings, I use intentional questioning. The questioning provides more insight as to the root of the misconception, and puts the thinking on the students. My coach often comments on moments within the lesson where questioning or internal summaries would work well and align with sub-objectives. As I began incorporating this step in my own lesson planning practice, I watched my TEAM score improve, right alongside student mastery. There is a direct correlation between lesson plans which scored higher in these areas, or reflect the 3-5 range on the TEAM rubric, and the standards where students are achieving the most growth.

*-J. Orozco, 8th grade ELA*

**Source:** *Internal LEAD Cameron Impact of Coaching on Teacher Development and Student Learning*

Figure 22. Math TNReady Comparison between All Students, Black Students, and Hispanic Students by Academic Year



**Source:** Metro Nashville Public Schools Data Warehouse: Assessment: Student Proficiency List: Math TNReady Assessment Scale Scores for 2016-2017, 2017-2018, 2018-2019

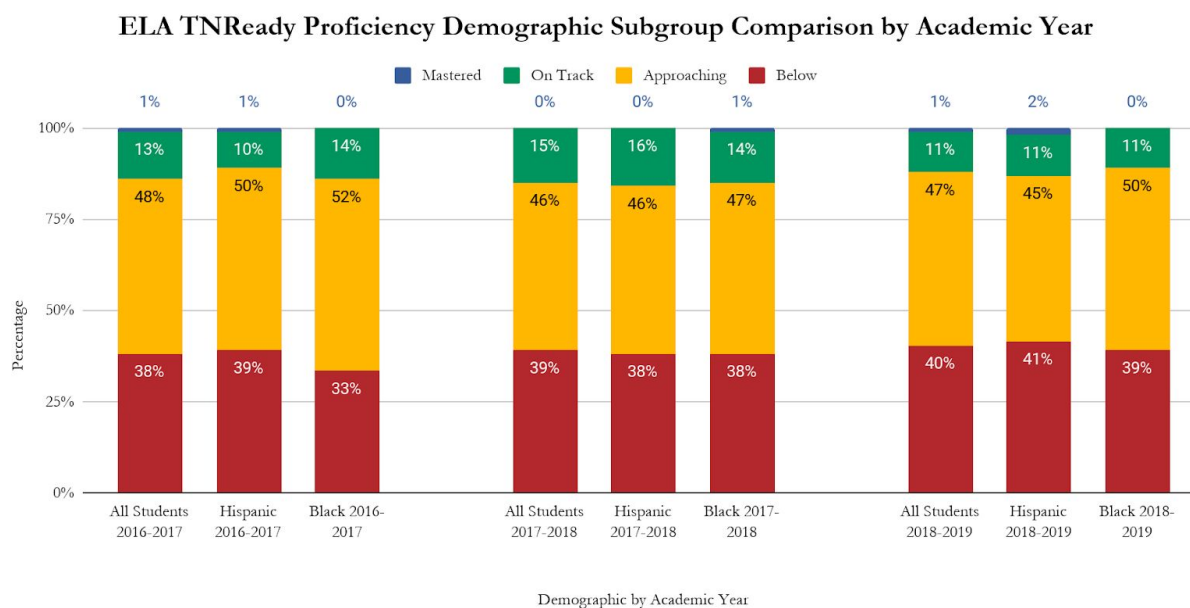


Table 27. Math TNReady Comparison between All Students, Black Students, and Hispanic Students by Academic Year

	2016-2017			2017-2018			2018-2019		
	All	Hispanic	Black	All	Hispanic	Black	All	Hispanic	Black
<b>Below</b>	52%	51%	55%	45%	45%	48%	33%	33%	37%
<b>Approaching</b>	34%	36%	34%	37%	36%	38%	36%	35%	36%
<b>On Track</b>	12%	12%	11%	16%	17%	12%	27%	28%	25%
<b>Mastered</b>	2%	2%	0%	3%	2%	2%	4%	5%	2%

**Source:** Metro Nashville Public Schools Data Warehouse: Assessment: Student Proficiency List: Math TNReady Assessment Scale Scores for 2016-2017, 2017-2018, 2018-2019

Figure 23. ELA TNReady Comparison between All Students, Black Students, and Hispanic Students by Academic Year



**Source:** Metro Nashville Public Schools Data Warehouse: Assessment: Student Proficiency List: ELA TNReady Assessment Scale Scores for 2016-2017, 2017-2018, 2018-2019

Table 28. ELA TNReady Comparison between All Students, Black Students, and Hispanic Students by Academic Year

	2016-2017			2017-2018			2018-2019		
	All	Hispanic	Black	All	Hispanic	Black	All	Hispanic	Black
<b>Below</b>	38%	39%	33%	39%	38%	38%	40%	41%	39%
<b>Approaching</b>	48%	50%	52%	46%	46%	47%	47%	45%	50%
<b>On Track</b>	13%	10%	14%	15%	16%	14%	11%	11%	11%
<b>Mastered</b>	1%	1%	0%	0%	0%	1%	1%	2%	0%

**Source:** Metro Nashville Public Schools Data Warehouse: Assessment: Student Proficiency List: ELA TNReady Assessment Scale Scores for 2016-2017, 2017-2018, 2018-2019

Table 29. Indicator Scores by Subgroup for 2018-2019

<b>Subgroup</b>	<b>Achievement Score</b>	<b>Growth Score</b>	<b>Absenteeism Score</b>
<b>All Students</b>	2	4	2
<b>Asian</b>	--	--	--
<b>Black or African American</b>	2	4	2
<b>Black/Hispanic/Native American</b>	2	4	3
<b>Economically Disadvantaged</b>	3	4	2
<b>English Learners with Transitional 1-4</b>	2	4	3
<b>Hispanic</b>	3	4	4
<b>Students with Disabilities</b>	1	4	4
<b>Subgroups</b>	2	4	3
<b>Super Subgroup</b>	2	4	--
<b>White</b>	3	4	0

**Source:** TDOE: Accountability Indicator Scores and Data for Schools: School-Level 2019; Suppressed School Indicator Scores 2018-2019

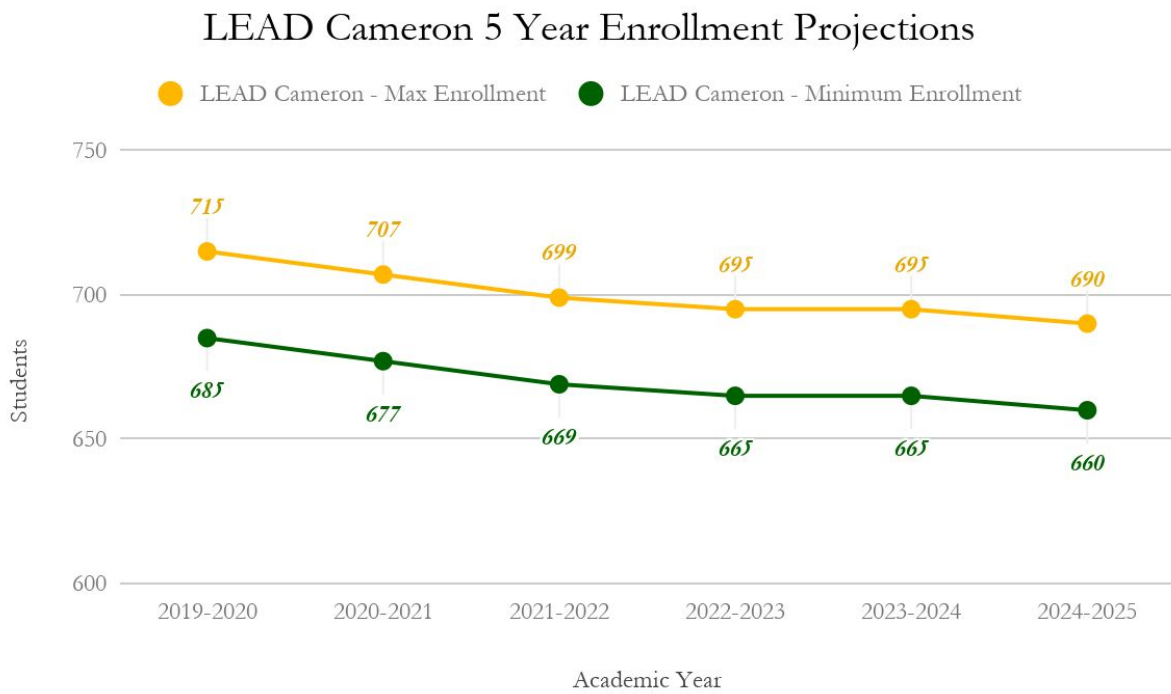
Table 30. TVAAS Growth Scores by Subgroup at Cameron for 2017-2018 and 2018-2019

<b>Subgroup</b>	<b>2017-2018 Growth Score</b>	<b>2018-2019 Growth Score</b>
<b>All Students</b>	4	4
<b>Asian</b>	--	--
<b>Black or African American</b>	4	4
<b>Black/Hispanic/Native American</b>	4	4
<b>Economically Disadvantaged</b>	4	4
<b>English Learners with Transitional 1-4</b>	4	4
<b>Hispanic</b>	4	4
<b>Students with Disabilities</b>	4	4
<b>Subgroups</b>	4	4
<b>Super Subgroup</b>	4	4
<b>White</b>	4	4

Note: 1-4 indicate the performance band for each subgroup based on how they performed relative to their goals; 4 is the highest, while 1 is the lowest.

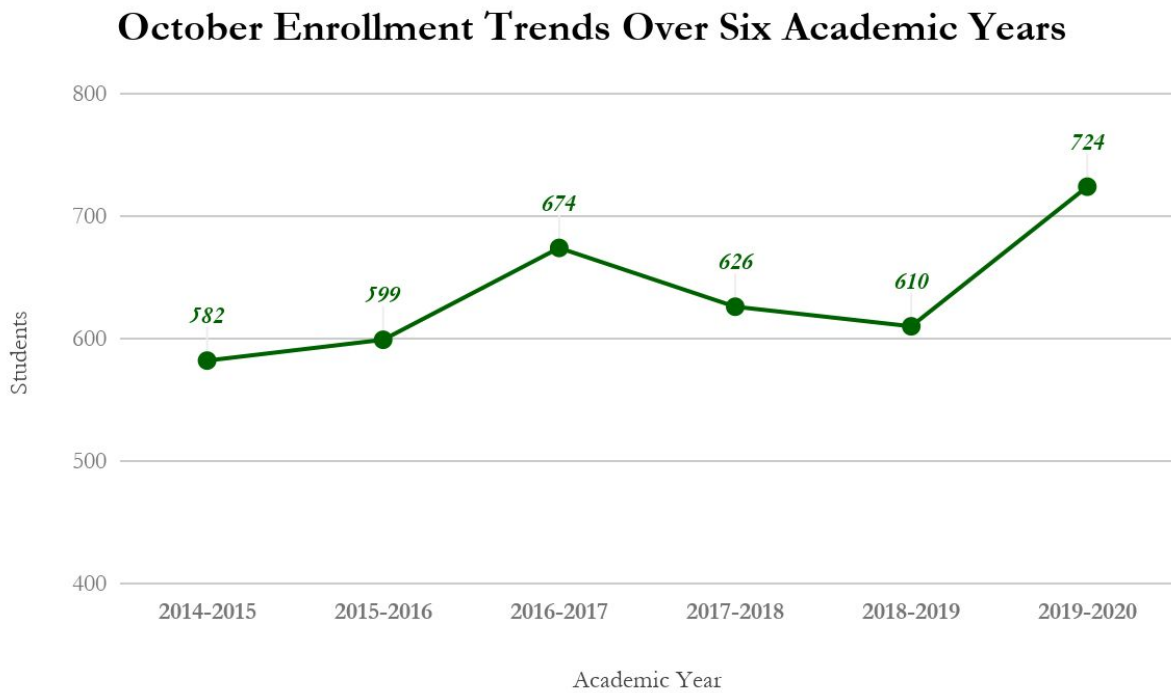
**Source:** TDOE: Accountability Indicator Scores and Data for Schools: School-Level 2019: Suppressed School Indicator Scores 2017-2018 and 2018-2019

Figure 24. Five Year Enrollment Projections



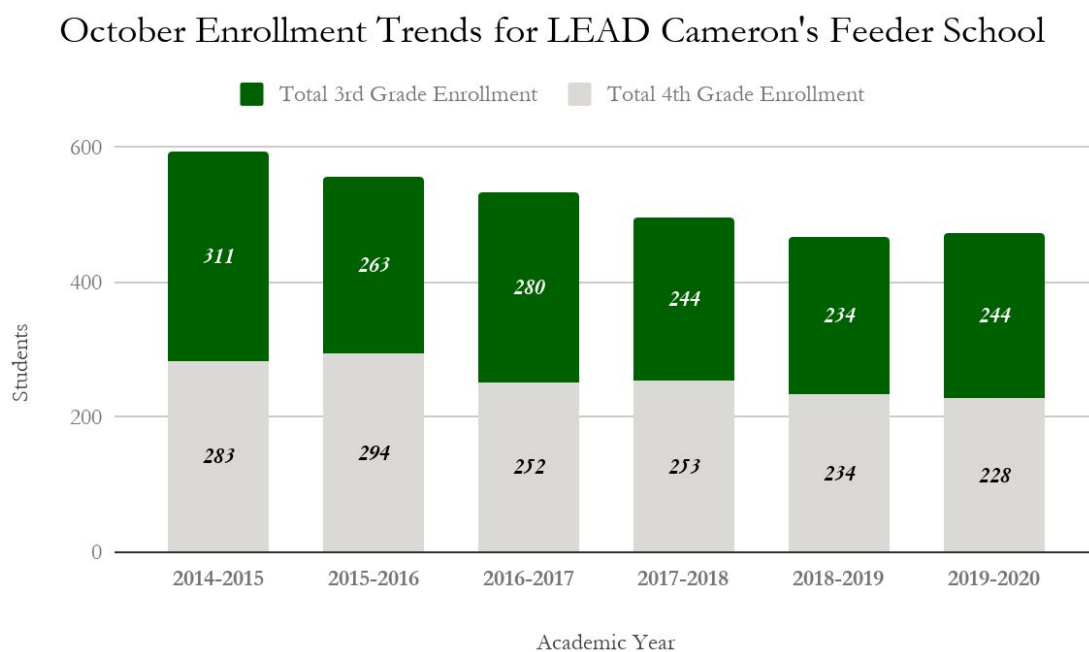
**Source:** Metro Nashville Public Schools Data Warehouse, MNPS Infinite Campus, Internal Enrollment Tracking and Management (LEAD Public Schools)

Figure 25. October Enrollment Trends Over Six Academic Years



**Source:** Based on enrollment data in Metro Nashville Public Schools Data Warehouse, MNPS Infinite Campus.

Figure 26. October Enrollment Trends for LEAD Cameron's Feeder School



**Source:** Based on enrollment data from Metro Nashville Public Schools Data Warehouse, MNPS Infinite Campus.



Table 31. Mobility Rate Comparison between LEAD Cameron and Wright Middle School by Academic Year

<b>Mobility Rates</b>	<b>LEAD Cameron</b>	<b>Wright Middle School</b>
<b>2016-2017</b>	34%	38%
<b>2017-2018</b>	40%	34%
<b>2018-2019</b>	40%	43%
<b>2019-2020</b>	28%	30%

**Source:** Metro Nashville Public Schools Data Warehouse, MNPS Infinite Campus  
The Higher Education Statistics Agency defines (gross) attrition, also called non-continuation, as “the number of individuals who leave a programme of study before it has finished. (HESA).”

## **Charter School Agreement**

This Charter Agreement (Agreement) is entered into between The Metropolitan Nashville Public Schools (Chartering Authority) and Cameron College Prep, Nonprofit LLC (Charter School). Chartering Authority and Charter School are collectively the Parties to this Charter Agreement. This Charter Agreement shall be binding upon the Governing Body selected by the Charter School to operate the public charter school proposed in the Charter School's Application, dated April 1, 2020, which Governing Body is the Board of Directors of Cameron College Prep, Nonprofit LLC (Charter School). To the extent there is a conflict between the term of the Agreement and the Application, the terms of this Agreement shall govern.

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 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 Charter School's Application, which is incorporated herein by reference and attached hereto as Exhibit 1.

By signing this Agreement, the Chartering Authority approves the waivers requested in the Charter School's Application. Those requests are attached as part of the approved charter application.

- 1.2 Term/Effective Date.** This Agreement shall be effective immediately following signature by Charter School and the Chartering Authority and filing in the office of the Metropolitan Clerk. The Agreement shall expire on June 30, 2031, unless earlier termination or renewed pursuant to the terms of this Agreement.
- 1.3 Delay in Opening.** If the Charter School is not ready to open within the prescribed time, the Chartering Authority may consider a delay for a period not to exceed one academic year.
- 1.4 Commencement Date.** The Charter School shall commence operations with the 2021 - 22 school year.
- 1.5 Pre-Opening Process.** Upon approval by the Metropolitan Nashville Board of Public Education the Pre-Opening process will be sent to the Charter School outlining specific actions that must be put in place during the planning year and completed prior to opening with students. If the pre-opening 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.

- 1.6 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 and subgroup performance), 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.

- 1.7 Location.** The Charter School is located at 1034 1<sup>st</sup> Ave S, Nashville, TN 37210. 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 in writing at least 90 business days prior to any such change of location, so the chartering authority can ensure the new location is appropriate and in compliance with the original application.
- 1.8 Employment Status.** All teachers and other staff of the charter school shall be employed by the Charter School, not the Chartering Authority. The Charter School is required to notify the Chartering Authority within 5 business days of any staffing changes. 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 is a "zoned enrollment" Charter School with no limits on the number of students that attend such school, other than the overall capacity of the facility. Any students residing in the Cameron Middle School zone, as it exists on the date of execution of this Agreement, shall be entitled to submit a "Cameron Application" and to attend the Charter School; or, in the alternative, they shall be entitled to enroll in another MNPS school according to established MNPS policies and procedures.

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, directly or indirectly, 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.

- 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.

- 2.3 Assessments.** The charter school must use the required state assessments. School based formative assessment data may be required by the Chartering Authority.
- 2.4 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 and this Agreement. The Chartering Authority is the local education agency (LEA) for purposes of compliance with the Individuals with Disabilities Education Act (IDEA).

- 2.4.1 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. The Chartering School shall notify the Charter Authority if an enrolling student has an existing IEP and the Chartering School shall provide the Charter Authority with such records within 10 business days of receipt of a request by the Charter Authority for the records.

- 2.4.2 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, the IDEA, and applicable law. 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.

- 2.4.3 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.

- 2.4.4 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 or the IDEA.

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 report to the Chartering Authority any special education vacancies as they occur.

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.

- 2.5 English Learners.** The Charter School shall address the needs of English Learner (EL) 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 EL 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 capacitor.

The Charter School must follow TN State ESL Policy 3.207. The charter school must the state minimum Limited English Proficient (LEP) student ratio and service delivery requirements. The charter school shall report to the Chartering Authority the service delivery models, English Learner teacher names (with TN license number), service delivery schedules, and any English Learners staff vacancies as they occur. The Charter School shall maintain a current copy of EL student list, service delivery model(s), and staff schedules indicating the required hours of service is being met.

- 2.6 Student Discipline/Due Process.** The Charter School is responsible for administering their school wide 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 notify the Chartering Authority of students expelled within 24 hours. Once MNPS procedural process will be followed and only those offenses deemed expellable BY MNPS's matrix will be expelled. All others will return to the sending school. 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.

- 2.7 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 must be recorded daily using the Chartering Authority's student management system.
- Student discipline infractions (incidents, suspensions, and expulsions) must be recorded within 24 hours of the determination using the Chartering Authority's student management system.
- 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 may be required by the Chartering Authority.

### 3. Staffing

- 3.1 Teachers.** The Charter School is the employer and shall ensure that teachers are licensed pursuant to state statutes and state board of education rules, and meet applicable federal qualifications, including the hiring of exceptional education certified and ESL certified teachers
- 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 and receive clearance, in advance of having contact with children as required by state law. Background check must be completed every five years for current charter school employees.

### 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.

The Charter School will notify the Charter School Office 90 days in advance of any relocation plans of the school.

### 5. Food Service

- 5.1** 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.
- 5.2** If the Charter School desires to offer food services through MNPS Nutrition Services, the following will be applicable:
- 5.3 Full Meal Services:** MNPS Nutrition Services Department will provide onsite meal preparation and service that includes breakfast and lunch offered to all enrolled students. In order to provide full meal services, the Charter facility must have a fully operational production kitchen that can properly provide for the number of students being served. A fully operational production kitchen is defined as a facility that provides

adequate and proper dry and cold storage, functioning hot holding and commercial grade production equipment, adequate production space and service space with functioning serving line(s) equipment and point of sale (POS) area(s), adequate and functioning cleaning and sanitation equipment and office space for an onsite manager. Additionally, the facility must be approved for operation by the local health agency and properly permitted prior to MNPS Nutrition Services occupying the space.

MNPS Nutrition Services personnel may be available to answer questions the Charter may have regarding preparing and planning a facility for full meal service and may make specification recommendations; however, due to the complexity of facility construction, Charters are highly encouraged to hire a kitchen design professional. Any recommendations provided by MNPS Nutrition Services should be considered with those provided by a licensed professional design consultant.

Besides providing meal services, MNPS Nutrition Services will have custodial responsibility for all financial operations of the operating site. All meals will be provided in accordance with U.S.D.A. regulations, counted using MNPS Nutrition Services Department procedures and a reimbursement claim will be submitted monthly to the TN Department of Education Child Nutrition Program office. Charters will be invoiced for any services provided by MNPS Nutrition Services that are outside of standard meal services (i.e. catering function). Furthermore, Charters will be invoiced for net losses if the year-end financials reflect an overall financial operating loss. The amount invoiced would be the amount needed to reach break-even financially. MNPS Nutrition Services adheres to federal guidance in CFR 210.14 which states *revenues received by the nonprofit school food service are to be used only for the operation or improvement of such food service*.

Hardware and software expenses for reporting and record keeping are included in operating costs. There will not be a separate invoice for these items; MNPS Nutrition Services retains ownership of technology.

- 5.4 Transportation Services:** MNPS Nutrition Services Department can provide transport (satellite) meal service that includes breakfast and lunch offered to all enrolled students. In order to provide transport service, the Charter must provide or have a designated meal service area that provides for the number of students being served. A transport service site is defined as a facility that provides adequate and proper dry and cold storage, functioning hot holding and serving line(s) equipment and point of sale (POS) area, proper and functioning sanitation equipment, and office space. Additionally, the facility must be approved for operation by the local health agency and properly permitted prior to MNPS Nutrition Services occupying the space.

MNPS Nutrition Services personnel may be available to answer questions the Charter may have regarding preparing and planning a facility for transport meal service and may make recommendations; however, due to the complexity of facility construction, Charters are highly encouraged to hire a kitchen design professional. Any recommendations provided by MNPS Nutrition Services should be considered with those provided by a licensed professional design consultant.

Besides providing meal services, the MNPS Nutrition Services Department will have custodial responsibility for all financial operations of the operating site. All meals will be counted using MNPS Nutrition Services Department procedures and a reimbursement claim will be submitted monthly to the TN Department of Education Child Nutrition Program office. Furthermore, Charters will be invoiced for any services provided by Nutrition Services that are outside of standard meal services ( i.e. catering function).

Charters that elect transport services will incur transportation costs as an additional part of operational expenses. Charters will be invoiced for net losses if the year-end financials reflect an overall financial operating loss. The amount invoiced would be the amount needed to reach break-even financially. Nutrition Services adheres to federal guidance CFR 210.14 which states *revenues received by the nonprofit school food service are to be used only for the operation or improvement of such food service.*

Hardware and software expenses for reporting and record keeping are included in operating costs. There will not be a separate invoice for these items; Nutrition Services retains ownership of technology.

- 5.5 Termination of Food Service:** MNPS may terminate the services offered in section 5.3 “Full Meal Services” and section “5.4 Transportation Services” for convenience at any time upon 30 days written notice to the Charter School, however, MNPS agrees to continue providing 5.3 and 5.4 services through completion of the current school year if so requested in writing by Charter School. A termination of these services shall not be a breach of this Contract by MNPS. Charter School shall not have any right to any actual general, special, consequential, incidental, or any other damages whatsoever of any description or amount for MNPS’ exercise of its right to terminate for convenience.

## 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. Charter School 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, Charter School shall provide updated certificates of insurance upon expiration of the current certificates.

## 8. Governance

- 8.1** LEAD Public Schools, Inc.’s (the Charter School’s parent) Articles 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(f), the Governing Body shall be subject to the conflict of interest provisions contained in T.C.A. § 12-4-101 and 102.

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

The Charter School shall notify the Chartering Authority of any inappropriate contact

between teacher(s) against students within 24 hours of the incident. This notification shall include all reports involving law enforcement, protective services, and/or media.

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

- 8.3** The Charter School shall report the following to the Chartering Authority within five (5) days of change:
- The names and contact information of individuals who leave or join the Governing Body;
  - Names and contact information of any individuals who, during the prior quarter, resign from or are hired to a leadership position in the Charter School, including any administrative position; and
  - Any change to the Charter School's corporate legal status or any change in its standing with the Tennessee Secretary of State's Office.

- 8.4 Waivers.** A list of BOE approved waivers can be found in the appendices.

## 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 Charter School 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, deficit fund balance, and/or tax liens. 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, 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 signing authority for the school
- Changes in the agreed upon structure of the school's grade span
- 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 give the Charter School an opportunity to cure the non-compliance prior to instituting revocation proceedings pursuant to T.C.A. § 49-13-121 and 122.

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

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

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

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

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



Dissolution of the Charter School following revocation or non-renewal shall comply with T.C.A. § 49-13-130. 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 Charter School, 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; provided, however, that assignment and/or delegation by the Charter School to LEAD Public Schools, Inc., parent of the Charter School, is hereby permitted. A violation of this provision shall be grounds for immediate termination of this Agreement and revocation of the Charter.

Should the Charter School propose to enter into a contract with another non-profit entity to manage the School, the Charter School agrees to submit all information requested by the Chartering Authority regarding the management arrangement, including a copy of the proposed contract and a description of the management company, with identification of its principals and their backgrounds. The Charter School shall not enter 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 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 Charter School under this Agreement 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 Chartering Authority notices listed below.

- a) All other notices to Chartering Authority shall be mailed or hand delivered to:

Dept:	Procurement
Attn:	Director of Procurement
Addr:	2601 Bransford Avenue
	Nashville, TN 37204



MNPS Contract: 7516008

Phone: (615) 259-8400  
E-mail addr: [purchasing@mnps.org](mailto:purchasing@mnps.org)



MNPS Contract: 7516008

b) Notices to Charter School shall be sent to:

Charter School: LEAD Public Schools  
Attn: Dwayne Tucker, CEO  
Addr: 2835 Brick Church Pike  
Nashville, TN 37207  
Phone: (615) 430-4751 or (615) 604-6550  
E-mail addr: [Dwayne.tucker@leadpublicschools.org](mailto:Dwayne.tucker@leadpublicschools.org)

c) Charter School's Federal Tax I.D. Number: 20-2526508

d) Charter School 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: Dwayne Tucker, CEO  
Att'n: Dwayne Tucker, CEO  
Addr: 2835 Brick Church Pike, Nashville, TN 37207  
Phone: (615) 430-4751 or (615) 604-6550  
E-mail addr: [Dwayne.tucker@leadpublicschools.org](mailto:Dwayne.tucker@leadpublicschools.org)

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

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MBPE Board Chair**RECOMMENDED:**

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Director of Procurement

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Department Head

---

Executive Staff Member**APPROVED AS TO AVAILABILITY OF FUNDS:**Account #: 

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Chief Operating Officer

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Metropolitan Director of Finance**APPROVED AS TO INSURANCE:**

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Metropolitan Director of Insurance**APPROVED AS TO FORM AND LEGALITY:**

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Metropolitan Attorney**CONTRACTOR:****Cameron College Prep, Nonprofit LLC**

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Firm/Organization

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Signature**Dewayne Tucker**

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Name

**CEO**

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Title

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

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Metropolitan Clerk

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Date Filed

October 23, 2024

**VIA EMAIL AND MAIL**

Justin Marsh, Esq.  
[justin.marsh@nashville.gov](mailto:justin.marsh@nashville.gov)

Dr. Adrienne Battle, Director of Metro Nashville Public Schools  
[Adrienne.battle@mnps.org](mailto:Adrienne.battle@mnps.org)  
Ms. Freda Player, Board Chair of Metro Nashville Public Schools  
[Freda.Player@mnps.org](mailto:Freda.Player@mnps.org)

Metro Nashville School Board  
Attn” Dr. Adrienne Battle and Freda Player  
2601 Bransford Avenue  
Nashville, TN 37204

**Re: Proposed Rezoning Plan**

Dear Dr. Battle, Ms. Player, and Mr. Marsh:

This firm represents LEAD Public Schools, Inc. (“LEAD”) and has since its inception so we are very familiar with LEAD’s history in this community and in particular with Cameron Middle School (“Cameron”).

In 2010, after Cameron had remained on the priority list for years and amidst threats from the State to take over Cameron, Metro Nashville Public Schools (“MNPS”) actively sought LEAD as a partner to engage in a joint venture which would allow LEAD to operate Cameron with MNPS as the authorizer in what would become the first turnaround school in Tennessee. A material and essential part of that agreement, as reflected in the original Charter Agreement by and between MNPS and LEAD dated October 1, 2010 (“2010 Charter Agreement”), was that Cameron would be a zoned charter school. *See* 2010 Charter Agreement, attached as **Exhibit A**. In other words, any middle school student in the zone, would attend Cameron upon application to LEAD, unless that student decided to opt-out into a magnet school or other choice school. *See* Section 1.3 of 2010 Charter Agreement.

In 2020, in MNPS’s Renewal Application Report (“MNPS Report”), attached as **Exhibit B**, MNPS once again acknowledged its contractual obligations and discussed Cameron’s unique status as a zoned enrolled charter school. The Executive Summary of the Report states, in relevant part, “Cameron College Prep is a school district/charter turnaround partnership”.

This work began when Metropolitan Nashville Public Schools chose LEAD Public Schools as its partner to help turn around Cameron Middle School, which had been on the state’s list of

lowest performing schools (bottom 5%) for at least six years. As the Report states, “Since assuming the charter in 2011, Cameron has been a TVAAS Level 5 school for overall growth every year and, over the past five years, has been the only *zoned* middle school in the district to receive Level 5 growth every year.” *See* MNPS Report at p. 7 (emphasis added)<sup>1</sup>.

That same recitation of the turnaround partnership between MNPS and LEAD regarding Cameron, a zoned middle school, appears in LEAD’s 2020 application for charter renewal. *See* Charter Renewal Application, attached as **Exhibit C**. In the section on English learners on p. 36 of the application, LEAD discusses the challenges of attrition rates “as a zoned school.” In the Operational Stability section on p. 38 of the Application, LEAD states, “Cameron is proud to be a neighborhood school, enrolling 100% of all students who live in the zone and wish to attend the school. Unlike other, more common fresh start charter schools, Cameron is contractually obligated to serve all in-zone students and allow new students to come in throughout the entire school year.”

The 2021 Charter Agreement incorporates the Charter Application and Section 2.1 specifically states, “The Charter School is a “zoned enrollment” Charter School with no limits on the number of students that attend such school, other than the overall capacity of the facility. Any students residing in the Cameron Middle School zone, as it exists on the date of execution of this Agreement, shall be entitled to submit a “Cameron Application” and to attend the Charter School; or, in the alternative, they shall be entitled to enroll in another MNPS school according to established MNPS policies and procedures.” *See* 2021 Charter Agreement, attached as **Exhibit D**. The 2021 Charter Agreement is in effect until 2031.

The recitations above are simply to point out what both parties have understood and never questioned since 2010—Cameron is a zoned neighborhood charter school. This fact was the very essence of the joint venture and partnership and the turnaround success could not have occurred without this material fact. As part of this joint venture, LEAD has the contractual obligation to operate Cameron as a zoned school and MNPS has the contractual obligation to continue to authorize the charter in accordance with the application and charter and keep Cameron as a zoned school.

As you can imagine, when my client received MNPS’s proposed rezoning plan, it was shocked to see that MNPS was proposing rezoning that would not just change district lines but would be contrary to its contractual obligations in the 2021 Charter Agreement by changing Cameron from a zoned school to a choice school. In other words, MNPS was removing Cameron from its zoned status, which was the very essence of its original contract starting in 2011. LEAD

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<sup>1</sup> The language above is from the MNPS Report. It is correct that since assuming the charter in 2011, LEAD Cameron Middle has been a TVAAS Level 5 school for overall growth every year with the exception of 2020-21 (a hold harmless year heavily influenced by the pandemic). In addition, Cameron Middle has been named a Reward School for top academic growth three times: 2013-14, 2016-17, and 2017-18.

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was further alarmed that at a community meeting on October 21, 2024 at Glencliff High School, Sean Braisted told the audience at a community meeting that under the new plan, Cameron would be an optional school for families to consider, but families would have the opportunity to send their child only to an MNPS zoned middle school in the Glencliff cluster so that families could stay in the MNPS system.

This rezoning effort would not only be a material breach of MNPS's Charter Agreement with LEAD, but it would inevitably cause such a material change in enrollment that it would force LEAD to require an amendment and possibly even force LEAD to cease operations at Cameron all together.

Prior to the school board vote in November, LEAD wanted to make MNPS aware of its contractual obligations and its proposal, which constitutes an anticipatory breach. If the Board votes to approve this rezoning proposal, it will be voting to allow a breach of MNPS's 2021 Agreement with LEAD and in doing so, will incur liability. LEAD obviously does not want to engage in litigation, but simply wants to ensure that MNPS will uphold its contractual obligations just as LEAD plans to do so that the turnaround success at Cameron may continue.

My client reserves all rights and remedies. Please let us know if you have any questions.

Sincerely,



Amy Rao Mohan



Christopher C. Whitson

ARM/tlc  
Enclosures

cc: Shereka Roby-Grant via email at [Shereka.Roby@mnps.org](mailto:Shereka.Roby@mnps.org)

# **CHARTER AGREEMENT**

**BY AND BETWEEN**

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

**AND**

**Cameron College Prep, Nonprofit LLC**



## **CHARTER AGREEMENT**

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

### **Recitals:**

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

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

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

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

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

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

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

### **1. Grant of Charter**

#### **1.1 Grant and Issuance of Charter**

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

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

## **1.2 Type of Charter**

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

## **1.3 Student Population and Enrollment**

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

### **MNPS Student Assignment Calendar 2010-2011**

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

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

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

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

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

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

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

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

## **2. Roles and Responsibilities**

### **2.1 Of Sponsor**

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

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

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

### **2.2 Of Governing Body**

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

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

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

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

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

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

## **2.3 Of Charter School**

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

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

### **1. Improved school culture**

Indicator	Goal
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Discipline incidents (SIG)	Decrease the percentage of suspensions in the grades the Charter School manages by 60% over the course of four years; and reduce the percentage of expulsions in the grades the Charter School manages by 10% over the course of four years.					
	Grade	Indicator	Target			
			2011-2012	2012-2013	2013-2014	2014-2015
	5	Suspensions	<25%	<18%	<12%	<10%
		Expulsions	<1%	<1%	<1%	<1%
	6	Suspensions		<18%	<12%	<10%
		Expulsions		<1%	<1%	<1%
	7	Suspensions			<12%	<10%
		Expulsions			<1%	<1%
8		Suspensions				<10%
		Expulsions				<1%
Indicator	Goal					
Truants (SIG)	Begin tracking and reporting school-wide truancy rates for the grades The Charter School manages in each year, 2011-12 through 2014-15. Baseline data will inform goals for future years.					
Indicator	Goal					
Parent Satisfaction	Begin tracking and reporting parent satisfaction via surveys about teacher and school performance, parent engagement, and their students' experience in the grades the Charter School manages in each year, 2011-12 through 2014-15. Baseline data will inform goals for future years.					
Indicator	Goal					
Student Waiting List	Begin tracking and reporting the number of students on the waiting list for enrollment at Cameron each year, 2011-12 through 2014-15. Baseline data will inform goals for future years.					

## 2. Improved attendance

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

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

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

### 3. Increased instructional time & academic rigor

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

### Academic wins

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

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

#### 2.4 Of Chartering Authority

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

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



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

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

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

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

### **3. General Terms and Conditions of the Charter Agreement**

#### **3.1 Definitions**

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

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

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

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

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

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

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

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

### **3.2 Recitals**

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

### **3.3 The Application**

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

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

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

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

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

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

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

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

### **3.5 Compliance with Applicable Laws and Regulations**

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

### **3.6 Monitoring, Inspection and Certification of Records**

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

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

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

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

### **3.7 Regulatory and Statutory Requirements**

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

### **3.8 Reporting**

#### **3.8.1 Annual Progress Report**

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

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

### **3.8.2 Annual Financial Report**

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

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

### **3.8.3 Monthly Reports**

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

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

### **3.8.4 Projections**

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

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

### **3.8.5 Enrollment Reports**

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

The number of students enrolled in the Charter School.

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

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

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

### **3.9 Curriculum, Instruction, and Benchmarks**

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

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

#### **3.9.1 Promotion/Retention**

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

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

### **3.10 School Calendar and Daily Attendance**

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

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

### **3.11 Staff Responsibilities and Personnel Plan**

#### **3.11.1 Employee Benefits**

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

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

#### **3.11.2 Employee Numbers and Qualifications**

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

#### **3.11.3 Employment Applications**

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

#### **3.11.4 Bargaining Limits**

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

### **3.12 Physical Plant**

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

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

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

### **3.13 Program**

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

### **3.14 Financial Matters**

#### **3.14.1 Audits; Procedures; Timing**

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

#### **3.14.2 No Tuition**

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

### **3.15 Insurance**

The Sponsor shall maintain the following insurance:



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

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

### **3.16 Survival of Representations and Warranties**

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

### **3.17 Indemnification and Hold Harmless; Damages**

#### **3.17.1 Sponsor's Obligations.**

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

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

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

### **3.17.2 Chartering Authority's Obligations.**

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

### **3.18 Attorneys Fees**

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

### **3.19 Services Provided by Local Education Agency (LEA)**

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

#### **3.19.1 Food Service**

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

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

**3.19.2.1 Exceptional Education****3.19.2.2 Collaboration**

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

**3.19.2.3 Staffing**

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

**3.19.2.4 Identification and Referral**

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

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

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

### **3.19.2.5 Assessments and IEP Meetings**

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

### **3.19.2.6 IEP Development and Implementation**

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

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

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

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

### **3.19.2.7 Initial, Interim, and Alternative Placements**

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

### **3.19.2.8 Non-Discrimination**

It is understood and agreed that all children will have access to the Charter School, and no student shall be denied admission nor counseled out of the Charter School due to the nature, extent, or severity of his/her disability or due to the student's request for, or actual need for, Exceptional Education services. Section 504 of the Rehabilitation Act of 1973 requires that schools receiving federal funds, including Charters, provide students with challenges appropriate educational services to the same extent as the needs of students without special needs are met. Most students with challenges come under both IDEA and Section 504 protections, but some students with challenges don't qualify for special education but are protected under Section 504. The Chartering Authority and the Charter School are under the same obligation to develop a Section 504 plan for students requiring one as they are for the development of an IEP and for implementing any agreed upon modifications.

### **3.19.2.9 Due Process and Compliance Complaints**

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

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

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

### **3.19.2.10 Due Process Hearings**

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

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

### **3.19.2.11 Funding**

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

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

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

### **3.19.3 Transportation**

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

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

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

### **3.19.4 Network Services**

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

## **4. Representations and Warranties**

### **4.1 Of Sponsor**

#### **4.1.1 Organization**

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

#### **4.1.2 Tax-Exempt, Non-Profit Status**

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

#### **4.1.3 Authority**

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



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

#### **4.1.4 Litigation**

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

#### **4.1.5 Full Disclosure**

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

#### **4.1.6 Reputation of Officers, Directors and Employees**

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

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

#### **4.1.7 Conduct of Sponsor and the Governing Body**

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

#### **4.1.8 Due Authorization**

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

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

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

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

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

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

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

#### **4.2 Of Chartering Authority**

#### **4.2.1 Organization**

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

#### **4.2.2 Authority**

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

#### **4.2.3 Litigation**

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

#### **4.2.4 Full Disclosure**

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

### **5. Term; Post-Term Events**

#### **5.1 Term**

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

## **5.2 Events Following Non-Renewal, Revocation, or Expiration**

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

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

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

### **6.1 Termination, Revocation, Non-renewal**

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

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

### **6.2 Intermediate Sanctions**

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

## **7. General Provisions**

### **7.1 Governing Law and Venue**

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

## **7.2 Waiver of Charter Agreement Provisions**

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

## **7.3 No Third Party Beneficiary Rights**

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

## **7.4 Delegation of Authority**

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

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

## **7.5 Notices**

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

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

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

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

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

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

#### **7.6 Section Headings**

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

#### **7.7 Exhibits and Schedules, Attachments and Addenda**

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

#### **7.8 Entire Agreement**

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

#### **7.9 Modifications and Amendments**

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

**7.10 Assignment**

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

**7.11 Counterparts**

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

**7.12 No Partnership/Joint Venture**

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

**7.13 Severability**

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

**7.14 Negotiated Agreement**

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

**7.15 Chartering Authority Property**

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

**7.16 Employment**

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

**7.17 Non-Discrimination**

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



### **7.18 Contingency Fees**

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

**7.19 Effective Date**

This Agreement shall not be binding upon the parties until it has been signed first by the Sponsor and then by the authorized representatives of the Chartering Authority and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this Agreement shall be deemed effective as of July 1, 2010.

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

**RECOMMENDED:**  
Metropolitan Board of Education

*Graeme R. [Signature]*  
Chairperson

**APPROVED AS TO AVAILABILITY OF  
FUNDS: 80150045. 531001.2320940**

*[Signature]*  
Director of Finance

**APPROVED AS TO INSURANCE:**

*[Signature]*  
Director of Insurance

**APPROVED AS TO FORM AND  
LEGALITY:**

*M E Johnston*  
Metropolitan Attorney

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

*[Signature]*

Date: SEP 9 2011

**SPONSOR**

Cameron College Prep, Nonprofit LLC

BY: *[Signature]*

Title: Founder and CEO

Sworn to and subscribed to before me, a  
Notary Public, this 4th day  
of September, 20011, by  
*[Signature]*, the  
\_\_\_\_\_ of

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

*[Signature]*  
Notary Public  
My Commission Expires 7/5/2014



Exhibit 1 – Charter Application

Exhibit 2 – Expulsion Procedure and Appeals Process

Exhibit 3 – Pre-Opening Checklist

Exhibit 4 – Annually Agreed Fee Schedule

Financial Services Fee

Annual Admission Lottery Service Fee

Fees for services rendered (assessed at time of service)

Transportation

Exceptional Education



METRO  
NASHVILLE  
PUBLIC  
SCHOOLS

## **Cameron Prep Charter School Renewal Application Report**

### **Evaluation Team**

#### **Office of Charter Schools**

**Dr. John Thomas, Director, Office of Charter Schools, MNPS**  
**Denise Brown, Coordinator, Office of Charter Schools, MNPS**  
**Gwen Shanks, Accountant, Office of Charter Schools, MNPS**

#### **Review Team**

**Michelle Doane, Consultant**  
**Diane Denney, SPED Coach, MNPS**  
**Shereka Roby-Grant, Coordinator of Federal Programs and Grants, MNPS**

**EXHIBIT  
B**

## **Introduction**

Charter schools are public schools operated by independent, non-profit governing bodies that are granted greater autonomy in the areas of curriculum, calendar, staffing, methodology, and pedagogy in return for greater accountability in achieving high quality academic results with their students. In Tennessee, public charter school students are measured against the same academic standards as students in other public schools and are required to use the same state-approved assessments as all other public schools. Charter schools are required to serve all eligible students, with the education of at-risk students being of utmost importance.

Based on a study by the Thomas Fordham Institute and Basis Policy Research, charter schools that exhibit low performance in their first year of operation are less than 1% likely to improve after five (5) years. Therefore, it is the authorizer's responsibility to create and apply a rigorous, fair, and thorough authorization process in order to ensure only those charter schools who can offer and sustain high quality educational options for all students are recommended and approved to open. Metropolitan Nashville Public Schools is interested in charter applicants who demonstrate the capacity to educate the most at-risk students in highly diverse and personalized settings.

Charter schools in Nashville are required to provide appropriate curriculum, aligned professional standards, engaging models of parental and partnership programs, and strategic planning to leverage and grow resources for the school. Schools are held accountable for academic results, responsible school leadership, sound fiscal and operational management and adherence to the laws and rules that govern education in the state of Tennessee.

## Evaluation Process for Renewal Applications

The Office of Charter Schools worked closely with the National Association of Charter School Authorizers (NACSA) to create an evaluation process that embodies best practices from authorizers throughout the country and has gained both statewide and national recognition as rigorous, thorough, fair and impartial.

A core team specifically trained to assess the quality and sustainability of a proposed school reviews each application. In addition, individuals with specific expertise in special education, English Language learners, business and finance, curriculum, facilities and transportation also review each application to provide the needed expertise in those areas. Finally, the review teams also may include community stakeholders and others who have experience and expertise in specialized areas.

The Office of Charter Schools exercises additional oversight of the process.

### Renewal Application Evaluation Process

This recommendation report from the Office of Charter Schools is the culmination the three stages of review:

- **Renewal Application Evaluation** – The evaluation team conducted independent and group assessment of the merits of each proposal against the published evaluation criteria.
- **Consensus Conclusion** – The evaluation team came to a consensus regarding each section of the renewal application. Each section is given a rating of Meets or exceeds standard, partially meets standard, or does not meet standard.

### Rating Characteristics

**Meets Standard** – The record includes specific and accurate evidence that the school generally demonstrated success in meeting and upholding the terms of the charter agreement.

**Partially Meets Standard** – The record meets the criteria in some aspects but lacks sufficient evidence that the charter school is meeting the terms of the charter agreement in one or more areas.

**Does Not Meet Standard** – The record provides evidence that the charter school committed a violation of its charter agreement, failed to meet generally accepted standards of fiscal management.

## Evaluation Contents

This evaluation report includes the following:

- **Renewal Application Overview** – Basic summary of the proposed school as presented in the application
- **Evaluation:** Analysis of the proposal is based on four primary areas of plan development:
  - › **Executive Summary** – Provides a comprehensive review of all four major areas of the application with emphasis on the reasons for the recommendation from the review team.
  - › **Academic Success** – Describes the applicant’s success and progress toward its academic goals as defined in its charter agreement.
  - › **Operational Stability** – Provides evidence that the school has met or made significant progress achieving operational goals outlined in the charter agreement.
  - › **Financial Health-** – Describes the schools fiscal health.
  - › **Future Planning** – Provides a description of future goals and plans that are achievable, rigorous, measurable and attainable.

Renewing a successful, high-performing charter school depends on having a complete, coherent plan. It is not an endeavor for which strength in one area can compensate for weakness in another. Therefore, to receive a recommendation for approval, the application must **meet or exceed the standard in all four major areas** of the capacity review.

## **Renewal Application Overview**

### **Operator– LEAD Public Schools**

#### **School Name – Cameron College Prep**

**Original Summary Analysis** – The Metropolitan Nashville Public Schools Office of Charter Schools has established itself over the past several years as an authorizer of national prominence, with an application process that is fair, transparent, and aligned with national standards. As a result, our charter sector is one of the strongest in the nation, and we always welcome new and innovative applications that serve our students and families well.

The lens through which our review team evaluates an application is one that looks for innovative instruction that produces high quality academic outcomes for all students, school operations that support those academic outcomes and sustainable fiscal practices that ensure strong financial stability.

A summary of the qualities we have identified as present in a high-quality application is as follows:

- **Academic Success**
  - The school has been faithful to its mission and academic program design.
  - The school met or made sufficient progress toward its academic goals as defined in its charter agreement.
  - The school has demonstrated strong academic achievement and growth results over the course of the current
  - charter term, as measured by state assessments and TVAAS scores.
  - The school consistently met or exceeded expectations on the local board’s annual performance evaluation.
  - There is sufficient evidence that the school uses data to evaluate the effectiveness of its academic program,
  - inform instructional practice, evaluate teacher effectiveness, and implement professional development.
  - The school has made progress toward closing achievement gaps for all students.
  - The school demonstrates clear and compelling evidence of successful student outcomes for diverse learners.
  - The school did not receive any notices of concern or other interventions from the LEA or, if received, corrected the finding quickly.
  - The school’s academic outcomes merit renewal of the charter.
- **Operational Stability**
  - The school has met or made significant progress achieving operational goals outlined in the charter agreement.
  - The school consistently met or exceeded expectations on the local board’s annual performance evaluation.
  - The school has consistently operated at or near capacity and effectively addresses student attrition.



- Clear and compelling evidence of parent and student satisfaction and community support.
  - Demonstrated capacity of the governing board and school leadership to effectively govern the school.
  - Demonstrated ability to provide a safe environment for staff and students, making facility changes/improvements as needed.
  - Consistently addresses the physical, social, emotional and health needs of students.
  - Evidence of effective teacher retention, professional development, well-functioning organizational structures, and personnel stability.
  - The school did not receive any notices of concern or other interventions from the LEA or, if received, corrected the finding quickly.
  - The school's operational condition merits renewal of the charter.
- **Financial Health**
    - The application provided a detailed description of the school's fiscal health.
    - The school has consistently met generally accepted standards of fiscal management.
    - The school is fiscally sound and consistently receives clean financial audits with no findings.
    - The school consistently met or exceeded expectations on the local board's annual performance evaluation.
    - The school met or has made sufficient progress toward meeting financial goals outlined in the charter agreement.
    - Demonstrated clear alignment between expenditures and the school's mission, academic growth and staff development.
    - Addressed fiscal challenges effectively during the current charter term.
    - The school did not receive any notices of concern or other interventions from the LEA or, if received, corrected the finding quickly.
    - The school's financial condition merits renewal of the charter.
- **Future Planning**
    - The school's future goals and plans for goal achievement are rigorous, measurable and attainable.
    - Growth plans are robust, detailed and strategic.
    - Changes to academic benchmarks and/or organizational structures are reasonable given the school's current standings.
    - Plans for addressing any past academic, organizational, and/or financial deficits are comprehensive and realistic.
    - Goals for the next charter term, if renewed, are likely to be achieved.

After a thorough review of the Cameron College Prep renewal application the findings are presented in this report for the MNPS Board of Education to review.

## **Executive Summary:**

Cameron College Prep is a school district/charter turnaround partnership. This work began when Metropolitan Nashville Public Schools chose LEAD Public Schools as its partner to help turn around Cameron Middle School, which had been on the state's list of lowest performing schools (bottom 5%) for at least six years. Since assuming the charter in 2011, Cameron has been a TVAAS Level 5 school for overall growth every year and, over the past five years, has been the only zoned middle school in the district to receive Level 5 growth every year. In addition, Cameron has been named a Reward School for top academic growth three times: 2013-14, 2016-17, and 2017-18.

Cameron's founding mission was to "support, train, and educate the next generation of responsible citizens." Over the past 10 years, the mission has evolved to a more comprehensive focus on preparing "all of our students with the knowledge and skills to succeed in college and in life." Cameron's core values, comprising five components, are embodied in the school's Ethos: courage, commitment, discipline, self-reliance, and service to others. All the school's programming – both academic and cultural -- is built on the Cameron Ethos. Students and adults are expected to exemplify these values in everything they do.

## **Section Summaries**

### **Renewal Application Academics**

#### **Rating: Meets Standard**

A review of Cameron Prep's academic performance found that the school has been identified as a reward school in 2014, 2017, and 2018. Cameron College Prep has received a growth level of 5 in 2018 and 2019. Although Cameron did not meet the overall achievement score in math in 2018-19 it did increase to 34.4% achievement. The school currently emphasizes both academics and social emotional development, and provides weekly advisory time, as well as a focus on restorative practices and family engagement. There are clear assessment systems that include NWEA MAP, network interim assessments, common math and ELA unit assessments, TN Ready, and WIDA ACCESS.

Cameron College Prep identifies their areas of academic concern as EL math achievement, ELA achievement for all students, and relative performance of students with disabilities as well as potential factors/root causes (e.g., change in student population demographics over time). The Newcomer academy was created to adapt to the needs of students over time.

In an effort to understand these concerns LEAD Public Schools partnered with TNTP in 2019 to audit instructional practices in order to address the decline in ELA achievement. The school has established structures to support teachers including professional development (PD) and support staff (instructional coaches, exceptional education coordinator, EL coordinator, content leaders, etc.) in addition to the principal and assistant principal of instruction.

The review team finds that Cameron College Prep is meeting the academic standard.

## **Renewal Application Operational Stability**

### **Rating: Meets Standard**

A review of the 2013-2019 performance framework finds that Cameron College Prep consistently met organizational standards each year. Cameron College Prep has maintained an attendance rate between 94%-95% each year. The school has also worked to improve their mobility rate from 40% in 2018-19 to 28% in 2019-20.

The school has a focus on chronic absenteeism and follows MNPS's recommended format for attendance plans that includes interventions, which has resulted in a decrease in the chronic absenteeism rate from 21.1% in SY2016-17 to 18.5% in SY2018-19. Cameron indicates that the teacher attendance rate is 98.1%. The school is currently working on decreasing the mobility and attrition rates through the prioritization of student, family, and community engagement. They have added a dedicated Family and Community Engagement Coordinator and has seen success as evidenced by a drop in the mobility rate between SY2018-19 (40%) and SY2019-20 (28%). The school has seen a consistent decrease in suspension rates over the past several years (from 17.6% in SY2014-15 to 8.8% in SY2018-19).

The school receives support from LEAD Public School's network team and is governed by a Board of Directors who regularly monitor the school's performance.

The review team finds that Cameron College Prep is meeting the operational stability standard.

## **Renewal Application Financial Health**

### **Rating: Meets Standard**

A review of the performance framework finds that Cameron College Prep consistently meets financial standards each year of their charter. They have had clean audits each year. LEAD Public Schools has an established budgeting process in which the network finance team works in collaboration with Cameron College Prep school leadership team. There have been no major fiscal challenges over the charter term. The budget at Cameron College Prep is based on anticipated enrollment, and because Cameron College Prep is fully enrolled, the school is not reliant on private fundraising and is sustainable on public funding.

The review team finds that Cameron College Prep is meeting the financial health standard.

## **Renewal Application Future Planning**

### **Rating: Meets Standard**

A review of the future planning shows the Cameron College Prep has concrete plans. Cameron College Prep has established future academic benchmarks as meeting the state's Annual Measurable Objective targets for growth and ELPA, while also making progress on AMO targets for success. They have an outline of a plan for achieving the benchmarks that include expanding EL programming by adding three teachers per grade level to provide language-specific support; expanding EL and exceptional education support by hiring additional coaches; and reviewing and changing curriculum to be more rigorous, starting with Achievement First math curriculum in SY2020-21.

### **Overall ratings**

Cameron College Prep	
Academics	Meets Standard
Operational Stability	Meets Standard
Financial Health	Meets Standard
Future Planning	Meets Standard

## Charter Renewal – Applicant Information Sheet

Year current charter expires: 2021

Name of Charter School: Cameron College Prep

Name of Sponsor/Sponsoring Agency (if different from governing body): LEAD Public Schools

Primary Contact Person: Dwayne Tucker, CEO

Telephone: 615-430-4751 615.430.4751      Email: dwayne.tucker@leadpublicschools.org

Mailing Address: 2835 Brick Church Pike, Nashville, TN 37207

Proposed Grade Levels and Student Enrollment for next charter term: 5-8

First year of new charter term: 2021-2022		
	Grade Levels	Total Student Enrollment
Year One	5-8	699
Year Two	5-8	695
Year Three	5-8	695
Year Four	5-8	690
Year Five	5-8	690
Year Six	5-8	690
Year Seven	5-8	690
Year Eight	5-8	690
Year Nine	5-8	690
Year Ten	5-8	690

Signature of Primary Contact Person Dwayne H. Tucker Date: March 30, 2020

**EXHIBIT  
C**

## Assurances

As the authorized representative of the sponsor, I hereby certify that the information submitted in this application for a charter for Cameron College Prep is true to the best of my knowledge and belief; and if awarded a charter, the school:

1. will operate as a public, nonsectarian, non-religious public school, with control of instruction vested in the governing body of the school under the general supervision of the chartering authority and in compliance with the charter agreement and the Charter School Act;
2. will follow all federal, state and local laws and regulations that pertain to the operation of a public school, unless waived according to T.C.A. § 49-13-105;
3. will provide special education services for students as provided in Tennessee Code Annotated Title 49, Chapter 10, Part B of the Individuals with Disabilities Education Act; Title II of the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973;
4. will adhere to all provisions of federal law relating to students who are limited English proficient (LEP), including Title VI of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act of 1974, that are applicable to it;
5. will follow all federal and state laws and constitutional provisions prohibiting discrimination on the basis of disability, race, creed, color, national origin, religion, ancestry, or need for special education services;
6. will comply with all provisions of the Charter Schools Act, including, but not limited to
  - a. employing individuals to teach who hold a license to teach in a public school in Tennessee
  - b. complying with Open Meetings and Open Records laws (T.C.A. §§ 8-44-101 et seq.; 10-7-503, 504) (guidance is available from the [Office of Open Records Counsel](#))
  - c. not charging tuition, except for students transferring from another district to the school pursuant to the local board's out-of-district enrollment policy and T.C.A. § 49-6-3003
  - d. following state financial (budgeting and audit) procedures and reporting requirements according to T.C.A. § 49-13-111, 120 and 127
  - e. requiring any member of the governing body, employee, officer or other authorized person who receives funds, has access to funds, or has authority to

make expenditures from funds, to give a surety bond in the form prescribed by T.C.A. § 8-19-101; and

7. Will, at all times, maintain all necessary and appropriate insurance coverage.

*Dwayne H. Tucker*

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**Signature**

Dwayne Tucker, CEO

**Name and Title of Authorized Signer**

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## Executive Summary

### A. An overview of the current mission and vision and any proposed changes.

Cameron College Prep is the first successful school district/charter turnaround partnership in Tennessee. This groundbreaking work began when Metropolitan Nashville Public Schools chose LEAD Public Schools as its partner to help turn around Cameron Middle School, which had been on the state's list of lowest performing schools (bottom 5%) for at least six years. Since assuming the charter in 2011, Cameron has been a TVAAS Level 5 school for overall growth every year and, over the past five years, has been the only zoned middle school in the district to receive Level 5 growth every year. In addition, Cameron has been named a Reward School for top academic growth three times: 2013-14, 2016-17, and 2017-18. The school has been featured by the Nashville Public Education Foundation as a thriving school<sup>1</sup> and by Chalkbeat Tennessee for best practices, specifically student-led conferences,<sup>2</sup> and for its turnaround success.<sup>3</sup>

Cameron's founding mission was to "support, train, and educate the next generation of responsible citizens." Over the past 10 years, the mission has evolved to a more comprehensive focus on preparing "all of our students with the knowledge and skills to succeed in college and in life." While not radically different than the founding mission, the current mission statement reflects our emphasis on all-means-all; every student who comes to Cameron, no matter what their needs or educational level, will leave the school prepared for the rigor of high school, with appropriate post-secondary options, and equipped with the social/emotional skills to succeed in life beyond school.

Cameron's core values, comprising five components, are embodied in the school's Ethos: courage, commitment, discipline, self-reliance, and service to others. All of the school's programming -- both academic and cultural -- is built on the Cameron Ethos. Students and adults are expected to exemplify these values in everything they do.

### B. The key components of your current educational model.

Cameron's educational model is built on the strong belief that all students can excel when given the right opportunities and support. Cameron students learn rigorous, standards-aligned content that is based in research-backed curriculums meant to build the problem solving and thinking skills necessary to be on the path toward college- and career-readiness. Students at each grade level have at least 90 minutes of English and math instruction daily and 90 minutes of science and social studies instruction every other day. Students who are new to the country and have an ACCESS score of 2.5 or lower are placed in the Newcomer Academy, where they receive specialized content instruction to accelerate language development. Newcomer Academy was necessary – changing neighborhood demographics necessitated taking positive steps to ensure all students were served, and LEAD Cameron rose to the challenge by creating the Newcomer Academy and continues to adapt it to the needs of students over time.

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<sup>1</sup> "LEAD Cameron: A Community Growing Together," Nashville Public Education Foundation, December 19, 2019, <https://thrivingschoolsnashville.org/cameron/>.

<sup>2</sup> Alyssa Patel, "How student-led conferences changed how I see my students," Chalkbeat Tennessee, August 19, 2019, <https://chalkbeat.org/posts/tn/2019/08/19/student-led-conferences/>.

<sup>3</sup> Grace Tatter, "Four years later, Tennessee's first-ever charter 'turnaround school' celebrates gains," Chalkbeat Tennessee, November 2, 2015, <https://chalkbeat.org/posts/tn/2015/11/02/four-years-later-tennessees-first-ever-charter-turnaround-school-celebrates-gains/>.

Students who come to Cameron below grade level receive math and English interventions targeting the specific skills needed to bridge gaps. All learning is driven by data, as teachers and staff constantly analyze student work and adjust instruction or provide individualized support accordingly.

An effective educational environment cannot be limited to academics; thus, Cameron emphasizes social and emotional development as well. Crew is a weekly advisory time when students, guided by their Crew leader, focus on critical life skills needed to be productive, engaged young adults. A student-needs survey is administered at the beginning of the year and drives counselors' small groups throughout the year, focusing on anything from how to have healthy friendships to how to stay organized. A whole-school focus on restorative practices helps students learn the communication skills needed to appropriately advocate for themselves. When it comes to excellence, staff at Cameron fully believe that students' feelings of safety and being loved are just as necessary as access to rigorous content.

Additional components of the educational model focus on engaging families and opportunities for students that extend beyond traditional academics. Parent and family nights, weekly surveys, and weekly notes help keep lines of communication between families and staff open. Elective offerings like photography and debate, after school sports and activities, and events like Boys' and Girls' Night and our Black History Month Homecoming Rally build students' knowledge and skills beyond traditional academics.

As a whole, Cameron's educational program can be summarized by Cameron's vision for effective teaching, practiced by all staff: effective teaching at Cameron is facilitating data-driven, student-centered work that is balanced by both rigor and love, and is supported by a strong classroom culture and high expectations.

## Section 1: Academic Success

A. Describe the school's academic achievement and growth results over the course of the current charter term. Include tables, charts, or graphs, as applicable, to illustrate cumulative and/or yearly assessment results.

Cameron has shown significant academic achievement and growth results over the course of the current charter term. A main indicator of Cameron's academic performance is reflected in exceptional results on TNReady. Cameron has been a Level 5 school for overall growth every year since assuming the charter in 2011, and was named a Reward School for top academic growth three years over this timeframe: 2013-14, 2016-17, and 2017-18. In 2018-19, Cameron's overall growth index in English Language Arts (ELA) was the highest and math was the fourth highest of all middle schools in MNPS (Tables 1 and 2). Additionally, in five years of data from 2013 to present, Cameron was a Level 5 for growth in 21 out of a possible 23 times, taking into account all subjects. The only subjects earning less than a Level 5 for overall growth were numeracy in 2016-17 and science in 2014-15, both of which were Level 3 (Table 9).

Cameron's consistently high growth measures combine with an increasing overall success rate to demonstrate a record of academic success. The state's shift to more rigorous college- and career-ready standards, introduced at Cameron in 2016-17 and implemented completely (in line with Tennessee's adoption) in 2017-18, necessitates a focus on data from this time period to benchmark academic success; academic data will therefore largely be discussed in reference to the years 2016-17, 2017-18, and 2018-19. In 2016-17, the average percentage of students earning "On Track" or "Mastered" in numeracy and literacy at Cameron was 13.9%. This increased to 18.2% in 2017-18 and 24.3% in 2018-19 (Appendix, Table 6). Cameron has demonstrated a particularly strong track record in math, where the percentage of students earning the "Below" designation in 2016-17 was 49.5%, decreasing to 27.8% in 2018-19. Additionally, the percentage of "On Track" and "Mastered" increased from 14.3% in 2016-17 to 34.5% in 2018-19 (Appendix, Table 6).

Cameron's ELA achievement has been more consistent over the last three years, mirroring the trend in the district and state. However, the fact that Cameron had the highest growth index in ELA of all 5-8 middle schools in MNPS in 2019, coupled with Cameron's WIDA ACCESS scores, indicates Cameron is also making substantial gains in this area. Specifically, the percentage of students meeting their differentiated growth standard based on prior composite level on WIDA ACCESS in 2019 was 51.5%, an increase of 21.6% from 2017-18. This is also in comparison to a state average of 49.8% and a district average of 47.1%, as Figure 3 shows. Similarly, the percentage of students who exited English Learner (EL) altogether was 19.7%, compared to 11.6% in 2017-18. In 2019, 14.3% of students exited in MNPS and 16.4% of students exited at the state (Figure 4). This is a success, especially given that the requirements became more rigorous in 2017-18 year, requiring students to earn at least a 5.0 on composite and literacy to exit, up from a 4.2 or higher composite and 4.0 for literacy previously.<sup>4</sup>

LEAD Public Schools began its partnership with MNPS in 2011 to turn around Cameron from a priority school. A priority school is defined by the state as falling in the bottom 5% of all schools in the state. Cameron's record of academic growth and achievement indicate that the school has not only been turned

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<sup>4</sup> 7-28-17\_IV\_J\_ESL\_Program\_Policy\_3\_207\_Attachment\_Clean\_Copy.pdf

around, but has become a top middle school in the district by several measures, even as academic standards and expectations across the state have become more rigorous.

**Table 1. 2018-2019 TVAAS ELA Composite Growth Index**

<b>Schools with Positive Growth Index</b>	<b>Index</b>	<b>Index Rank</b>
<b>Cameron College Preparatory</b>	5.39	1
Liberty Collegiate Academy	4.88	2
Valor Flagship Academy	4.65	3
Valor Voyager Academy	4.48	4
STEM Prep Academy	4.22	5
KIPP Academy Nashville	3.6	6
McMurray Middle	3.08	7
LEAD Prep Southeast	2.98	8
Nashville Academy of Computer Science	2.51	9
Martin Luther King Jr School	2.41	10
Intrepid College Preparatory Charter School	2.29	11
H. G. Hill Middle	2.21	12
Donelson Middle	2.11	13
Antioch Middle	2.04	14
KIPP Nashville College Prep	1.67	15
William Henry Oliver Middle	1.19	16
Knowledge Academy	0.71	17
DuPont Hadley Middle	0.49	18
Gra-Mar Middle	0.28	19
Head Middle	0.24	20
KA @ The Crossings	0.19	21

**Source:** Tennessee Department of Education School Wide TVAAS 2018-19 Subject-Level



**Table 2. 2018-2019 TVAAS Math Composite Growth Index**

<b>Schools with Positive Growth Index</b>	<b>Index</b>	<b>Index Rank</b>
Valor Voyager Academy	16.86	1
Valor Flagship Academy	16.66	2
Liberty Collegiate Academy	13.76	3
<b>Cameron College Preparatory</b>	13.49	4
KIPP Nashville College Prep	12.13	5
Nashville Academy of Computer Science	10.65	6
Nashville Prep	8.12	7
LEAD Prep Southeast	6.41	8
Stratford STEM Magnet School	6.12	9
KIPP Academy Nashville	5.5	10
McMurray Middle	5.08	11
Martin Luther King Jr School	3.72	12
Meigs Middle	3.54	13
Madison Middle	3.23	14
H. G. Hill Middle	3.03	15
Donelson Middle	2.86	16
Haynes Middle	2.41	17
Joelton Middle	2.05	18
Knowledge Academy	1.77	19
John F. Kennedy Middle	1.42	20
Head Middle	0.99	21
Thurgood Marshall Middle	0.48	22
KA @ The Crossings	0.13	23

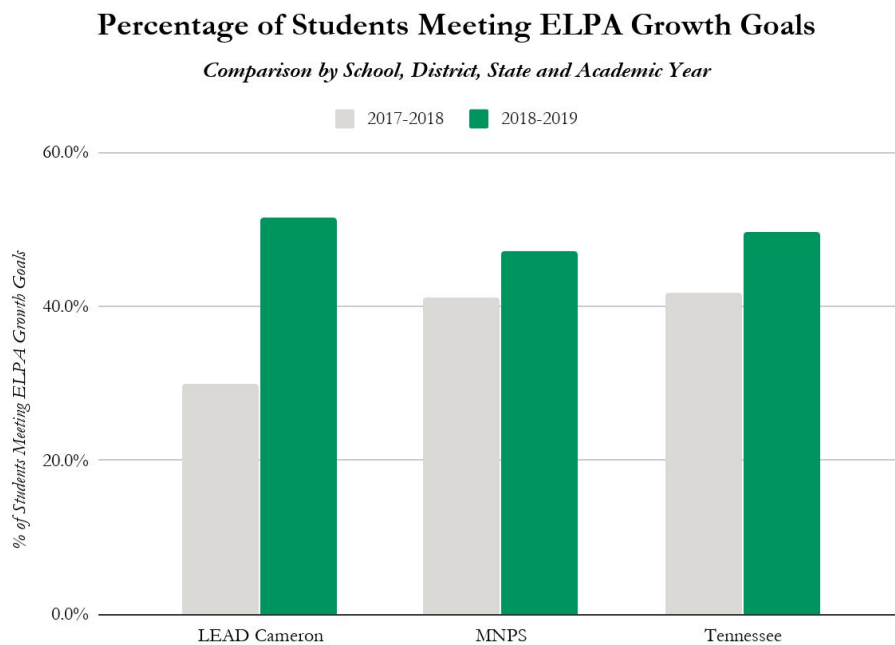
**Source:** *Tennessee Department of Education School Wide TVAAS 2018-19 Subject-Level*

**Table 9. Subject Level TVAAS Scores over Time**

Subject	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
School-Wide: Composite	5	--	5	5	5
School-Wide: Literacy	5	--	5	5	5
School-Wide: Numeracy	5	--	3	5	5
School-Wide: Literacy and Numeracy	5	--	5	5	5
School-Wide: Science	3	--	5	5	5

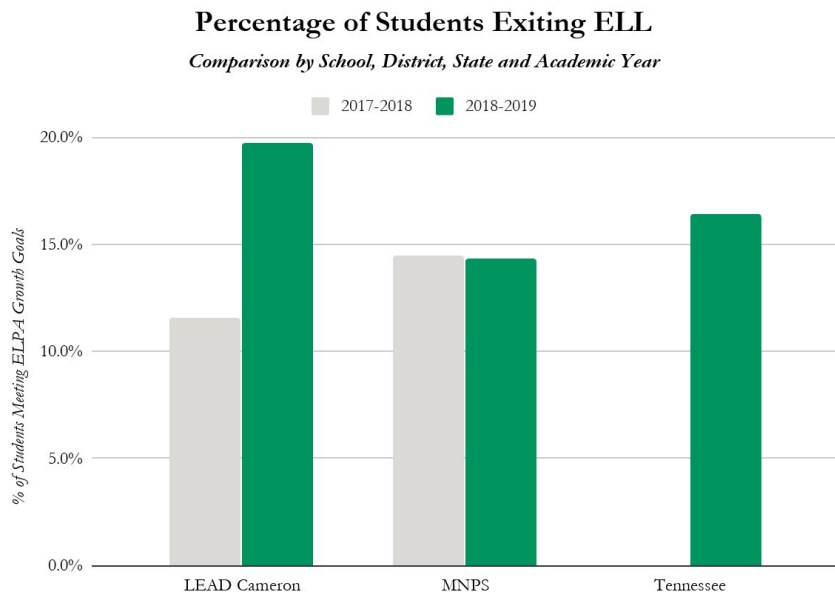
**Source:** TDOE: TVAAS Composites: School-Wide TVAAS: 2014-2015, 2015-2016, 2016-2017, 2017-2018, and 2018-2019.

**Figure 3. Percentage of Students Meeting ELPA Growth Targets: Comparison by School, District and State for Academic Years 2017-2018 and 2018-2019**



**Source:** Tennessee Department of Education English Language Proficiency Assessment 2019 District Level, 2018 District Level, 2019 School Level, and 2018 School Level

**Figure 4. Percentage of Students Exiting EL Comparison by School, District and State for Academic Years 2017-2018 and 2018-2019**



**Source:** *Tennessee Department of Education English Language Proficiency Assessment 2019 District Level, 2018 District Level, 2019 School Level, and 2018 School Level*

B. Address progress toward meeting academic goals outlined in the current charter agreement. Were any amendments made to academic goals? If so, explain.

The state's shift to more rigorous college- and career-ready standards, implemented at Cameron in 2016-17 and across the state in 2017-18, has necessitated a focus on data from this time period to benchmark academic success. Moving forward, academic data will be mostly referenced for 2016-17, 2017-18, and 2018-19, with an emphasis on the last two years, as this was when standards were expected to be implemented with fidelity in all Tennessee schools.<sup>5</sup>

Since assuming the charter, LEAD has adopted new academic goals for Cameron as necessitated by the rigorous changes made over the last several years to Tennessee's academic standards, testing program, and accountability measures. Cameron's academic goals thus reflect what Tennessee's Department of Education has determined to be appropriate measures of academic success.

Cameron's current charter agreement states that Cameron must do the following:

Sustain or improve students' rate of academic growth so that, within each student subgroup and grade that the Charter School manages, either: The percentage of students scoring at the proficient or advanced level in language arts and math equals or exceeds proficiency rates for student

<sup>5</sup> <https://www.tn.gov/education/instruction/academic-standards.html>

subgroups enrolled in the top decile of middle schools in Tennessee; or Students are achieving sufficient growth in language arts and math to meet proficiency standards within two years.

The goals as they are written in the current charter do not reflect that the state no longer uses the terminology “proficient” or “advanced”, or the fact that there is no reported data of top decile scores in the state.

Recognizing the importance of assessing academic progress and setting rigorous goals for students, Cameron has since pivoted to using the state’s Annual Measurable Objective (AMO) targets as academic goals, specifically looking at academic success, growth, and English Language Proficiency Assessment (ELPA) results for all students and subgroups. Ultimately, Cameron’s goal is for all students to be ready for college and ready for life. The AMO targets set by the state indicate Cameron’s progress toward this, taking into account the unique needs of its diverse population. In reference to AMO targets, data is specifically shared for the 2017-18 and 2018-19 school years to be directly in line with the shift in the state’s accountability protocol, when there was a move from looking at overall number of students passing to having multiple indicators for multiple subgroups. Below, Cameron’s progress toward each academic AMO is explained.

#### Success Rate

The state’s academic success rate is set to halve the non-success rate of all students and subgroups in eight years.<sup>6</sup> Cameron’s goal is to meet the AMO target set by the state for achievement overall and by subgroup. This is an ambitious goal; with an EL population currently at 44% (Appendix, Table 7), a net attrition rate characteristic of a zoned school at 13.6% in 2018-19 (Appendix, Table 17), and 76.82% or more of students coming to Cameron below the national norm in 5th grade, achievement is a particular challenge (Appendix, Table 16). Still, Cameron staff work every year to meet these goals and have increased the success rate each year. For example, in 2016-17, the overall percentage of students earning “On Track” or “Mastered” was 13.9%, 18.2% in 2017-18, and 24.3% in 2018-19. Cameron has been particularly strong in math, where the percentage of students earning the “Below” designation in 2016-17 was 49.5% in math, decreasing to 27.8% in 2018-19 while the percentage of students earning “On Track” or “Mastered” increased from 14.3% to 34.5% in 2018-19 (Appendix, Table 6). Though Cameron earned a “2” in achievement for all students and black, Hispanic and Native American students, these students did better than 50 percent of middle school students in grades 5-8 across the district (Table 11).

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<sup>6</sup> [https://www.tn.gov/content/dam/tn/education/accountability/Accountability\\_Protocol\\_2019.pdf](https://www.tn.gov/content/dam/tn/education/accountability/Accountability_Protocol_2019.pdf)

**Table 11. MNPS-Davidson County Middle School Achievement for 2018-2019**

Subgroup	1	2	3	4
All Students	50.00%	20.00%	16.00%	14.00%
Black or African American	50.00%	23.91%	13.04%	13.04%
Black/Hispanic/Native American	51.06%	23.40%	14.89%	10.64%
Economically Disadvantaged	52.08%	29.17%	8.33%	10.42%
English Learners with Transitional 1-4	41.18%	38.24%	5.88%	14.71%
Hispanic	31.58%	28.95%	21.05%	18.42%
Students with Disabilities	46.15%	38.46%	12.82%	2.56%
Subgroups	58.82%	17.65%	5.88%	17.65%
Super Subgroup	59.18%	16.33%	14.29%	10.20%
White	19.44%	27.78%	22.22%	30.56%

Note: 1-4 indicate the performance band for each subgroup based on how they performed relative to their goals for achievement; 4 is the highest, while 1 is the lowest. Percentages represent the percentage of middle schools in each indicator by subgroup.

**Source:** TDOE: *Accountability Indicator Scores and Data for Schools: School-Level 2019*

#### Value Added

The Value Added target is the same across the state, with schools and districts measured based on TVAAS designation. Cameron's goal is to earn a Level 5 for overall growth and for each subgroup. Cameron has thus far met this goal for two years in a row (Table 30). By earning the top measure for Value Added accountability in 2018-19, Cameron performed better than roughly 60% of other MNPS middle schools (grades 5-8), better than 80% of schools when it came to students with disabilities, better than 60% of schools when it came to English Learners, and better than roughly 70% of schools when it came to Black, Hispanic, and Native American students (Table 10).

**Table 30. TVAAS Growth Scores by Subgroup at Cameron for 2017-2018 and 2018-2019**

Subgroup	2017-2018	2018-2019
	Growth Score (out of 4)	Growth Score (out of 4)
All Students	4	4
Asian	--	--
Black or African American	4	4
Black/Hispanic/Native American	4	4
Economically Disadvantaged	4	4
English Learners with Transitional 1-4	4	4
Hispanic	4	4
Students with Disabilities	4	4
Subgroups	4	4
Super Subgroup	4	4
White	4	4

Note: 1-4 indicate the performance band for each subgroup based on how they performed relative to their goals; 4 is the highest, while 1 is the lowest.

**Source:** TDOE: Accountability Indicator Scores and Data for Schools: School-Level 2019; Suppressed School Indicator Scores 2017-2018 and 2018-2019

Table 10. MNPS-Davidson County Middle School TVAAS Growth for 2018-2019

Subgroup	1	2	3	4
<b>All Students</b>	17.14%	34.29%	8.57%	40.00%
<b>Black or African American</b>	5.41%	54.05%	16.22%	24.32%
<b>Black/Hispanic/Native American</b>	10.53%	47.37%	10.53%	31.58%
<b>Economically Disadvantaged</b>	15.38%	43.59%	12.82%	28.21%
<b>English Learners with Transitional 1-4</b>	7.32%	36.59%	17.07%	39.02%
<b>Hispanic</b>	14.29%	45.24%	7.14%	33.33%
<b>Students with Disabilities</b>	25.00%	39.58%	16.67%	18.75%
<b>Subgroups</b>	21.74%	43.48%	4.35%	30.43%
<b>Super Subgroup</b>	5.26%	52.63%	7.89%	34.21%
<b>White</b>	11.76%	52.94%	8.82%	26.47%

Note: 1-4 indicate the performance band for each subgroup based on how they performed relative to their goals; 4 is the highest, while 1 is the lowest. Percentages represent the percentage of middle schools in each indicator by subgroup.

**Source:** TDOE: Accountability Indicator Scores and Data for Schools in MNPS: School-Level 2019

#### ELPA

The state's ELPA targets, a measure that is indicative of the progress of between 25% and 44% of our student body depending on the year, is an indication of the percentage of students meeting their ELPA growth targets. Cameron's ELPA goal is to have 50% or higher of all students meet their ELPA growth target, as calculated by the state.<sup>7</sup> This measure is on par with an AMO target, with 60% or higher being reflective of a double AMO target. In 2018-19, Cameron met the target in ELPA for all students and four subgroups (Appendix, Table 12). In 2018-19, Cameron also beat the district overall percentage in students with disabilities exiting EL, with an 8.3% compared to 5.5% with the district and 6.0% with the state (Appendix, Table 4). (There were not enough students at Cameron with disabilities who took the assessment in 2017-18 for a data point).

<sup>7</sup> [https://www.tn.gov/content/dam/tn/education/accountability/Accountability\\_Protocol\\_2019.pdf](https://www.tn.gov/content/dam/tn/education/accountability/Accountability_Protocol_2019.pdf)

## MAP

Though not a state accountability measure, Cameron has also set benchmark goals around the Measures of Academic Progress (MAP) test, which indicates student growth over the course of the year. Unlike TNReady, MAP also offers a direct comparison for Cameron students to their peers nationally. Cameron adjusts school-based MAP goals annually to reflect the previous year's data, increasing the goal when it has been met. Cameron's MAP data has steadily increased in alignment with new standards. For example, in 2018-19, 58.6% of students met or exceeded their growth goal on MAP in reading and 68.5% in math, in comparison to 49.3% and 65.2% respectively in 2016-17 (Tables 18 and 19).

**Table 18. Student Fall to Spring Growth Mathematics Goal Attainment for NWEA MAP Scores by Academic Year**

	Percent Meeting Goal	Percent Not Meeting Goal
<b>2016-2017</b>	65.2%	34.8%
<b>2017-2018</b>	62.7%	37.3%
<b>2018-2019</b>	68.5%	31.5%

*Source: NWEA MAP with Fall and Spring Mathematics data for 2016-2017, 2017-2018, and 2018-2019.*

**Table 19. Student Fall to Spring Reading Growth Goal Attainment for NWEA MAP Scores by Academic Year**

	Percent Meeting Goal	Percent Not Meeting Goal
<b>2016-2017</b>	49.3%	50.7%
<b>2017-2018</b>	59.0%	41.0%
<b>2018-2019</b>	58.6%	41.4%

*Source: NWEA MAP with Fall and Spring Reading data for 2016-2017, 2017-2018, and 2018-2019.*

## Additional Goals

The current charter agreement requires goals based on number of instructional minutes, students enrolled in advanced coursework, and teacher performance. Below are details around these goals.

**Instructional minutes:** With 420 minutes in a student's day, the number of instructional minutes at Cameron surpasses the district's 390.

**Students enrolled in advanced coursework:** The primary advanced coursework offering at Cameron has been Integrated I math for high school credit, which allows 8th graders the opportunity to be on a



trajectory to more easily take Advanced Placement Calculus in high school. Cameron’s goal for enrollment has evolved over time. A goal based on participation is not necessarily appropriate, as students who take Integrated I in place of 8th grade math will never be taught the concepts focused on in that course. A more appropriate goal is for 100% of students in Integrated I to be “On Track” or “Mastered” on the Integrated EOC exam. In 2016-17, 47% of 8th graders who took Integrated I were on “On Track” or “Mastered”, surpassing the district’s 39% and the state’s 40% (Table 13). While better than other Integrated programs across the state, Cameron paused the program in 2017-18 because the number of “On Track” or “Mastered” was not close enough to 100% to justify students surpassing 8th grade math. In 2019-20, Cameron has coordinated with LEAD Academy High School to allow students who had a math RIT score on their 7th grade math MAP assessment of 240 or higher the opportunity to take Integrated I in addition to 8th grade math. At the close of Semester 1, 100% of students were on track to pass the course.

**Table 13. TNReady Proficiency Band Comparison for Integrated Math during the 2016-2017 Academic Year**

	LEAD Cameron	MNPS	Tennessee
<b>Number On Track &amp; Mastered</b>	14	161	179
<b>Number of Valid Tests</b>	30	412	445
<b>Percent On Track &amp; Mastered</b>	47%	39%	40%

*Source: TDOE: State Assessments: Assessment Files: School-Level 2017*

Cameron’s second focus around advanced coursework has been to engage 100% of students who are at or above grade level in reading and writing to participate in an additional academic offering to extend learning. Since 2013-14, Cameron has facilitated participation of students in Duke’s Talent Identification Program (TIP), where qualifying students take the ACT in hopes of scoring high enough to be invited to a four week program at Duke University. Since first participating in the program, approximately two to three students qualify for the program each year, which typically means they scored a 21 or higher on the ACT; two students have also earned full scholarships to attend the program.

Cameron’s Science Fair serves as an additional opportunity for students. This also began in 2013 with 20 5th graders. Participation has expanded each year. In its 7th year, Cameron’s science fair has 71 student participants in grades 5-8. This year, Cameron was able to send 30 students to Belmont University’s Middle Tennessee Science and Engineering Fair (MTSEF) because of awards won in the past. Several students have won second, third, and fourth place, and one student won an engineering award. MTSEF has also been able to earn grants as a result of the diversity brought to the fair by Cameron students.

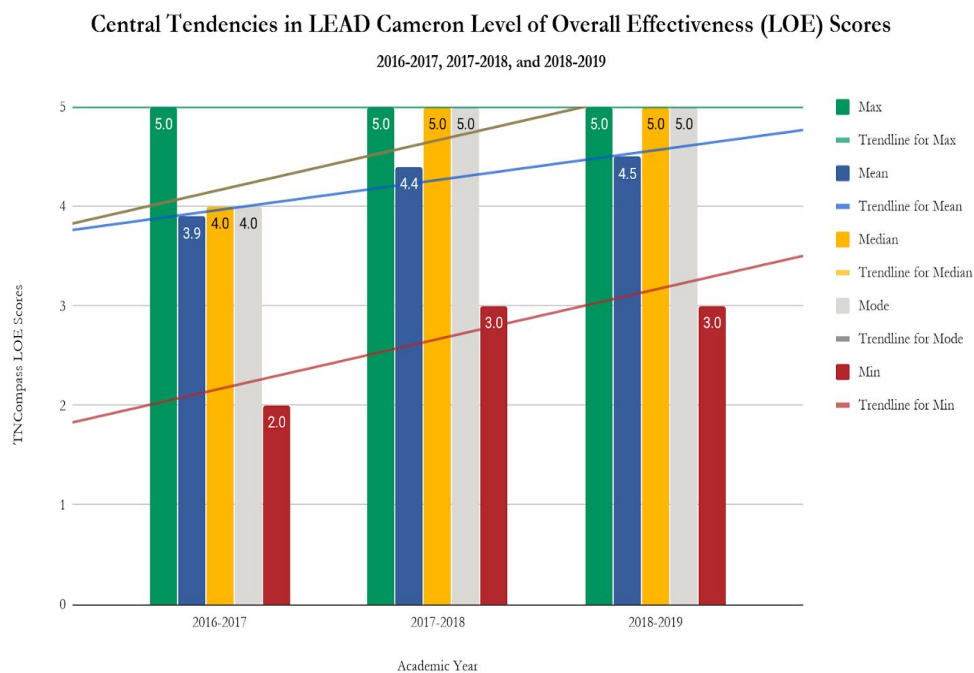
Finally, since 2011 Cameron has had two students qualify as gifted. Cameron implemented the following supports to help these students succeed:

- Testing for Eligibility, IEP creation, development, and implementation
- Subject-specific grade acceleration

- Training grade level staff on characteristics of students who are gifted as well as evidence-based practices to enrich content for students who are gifted, including “ ‘that’ plus ‘and’ ” strategy to add complexity to student projects
- Resources for teachers including "cheat sheets" to support with adding complexity and depth to their lessons
- Renzulli<sup>8</sup> program for project opportunities for students who are gifted
- Project-based intervention as a result of a collaboration between a general education teacher and gifted specialist that used complexity, creative thinking, and problem solving.

Teacher performance: Cameron’s goals for teacher performance center around two areas -- teacher Level of Effectiveness (LOE) and TEAM evaluation scores. LOE is a measure of teacher effectiveness calculated by the state using a number of factors including TVAAS, which is how much students grow in comparison to their peers and based on their past performance.<sup>9</sup> A vast majority of Cameron students come to Cameron below their peers across the country, as evidenced by MAP data (Appendix, Table 16). Thus, teacher LOE is an appropriate measure of teacher performance, with the goal of 100% of teachers earning a 3 or higher each year. According to TNCompass, this goal was met in both 2017-18 and 2018-19, with only one teacher earning a 2 in 2016-17. Additionally, the average teacher LOE has increased each year, with a 3.9 in 2016-17, a 4.4 in 2017-18, and a 4.5 in 2018-19 (Figure 9).

**Figure 9. Central Tendencies and Trends Over the Past Three Consecutive Years for LEAD Cameron Teachers’ TNCompass Level of Effectiveness (LOE) Scores**



**Source:** TNCompass Level of Effectiveness (LOE) Scores 2016-2017, 2017-2018, and 2018-2019.

<sup>8</sup> The Renzulli program was developed by Dr. Joseph S. Renzulli who has more than 40 years of research and is a leader in the field of gifted education. Renzulli's program and approach supports students that are gifted to achieve their full potential by asking them to apply, deepen, and extend their learning through differentiated assignments that enhance critical-thinking and problem-solving skills.

<sup>9</sup> <https://team-tn.org/wp-content/uploads/2020/01/TEAM-LOE-FAQ.pdf>

The Tennessee Educator Acceleration Model (TEAM) rubric is a product of a collaboration between the Tennessee Department of Education and National Institute for Excellence in Teaching to outline standards of teaching using research and publications based on education psychology, cognitive science research, and national and state teacher standards organizations.<sup>10</sup> Cameron has thus set goals using this measure of academic success, specifically tracking averages in teacher evaluation performance as well as average rubric scores for high-leverage components of the TEAM rubric. Teacher instruction has improved over time, averaging above expectations with a 3.23 instructional average in 2016-17, a 3.51 average in 2017-18, and a 3.52 average in 2018-19 (Table 8). Over the course of this time, average scores in Questioning, Feedback, and Thinking, three benchmarks of rigorous student learning, have also increased. The average score in Questioning at Cameron in 2016-17 was 3.13, increasing to a 3.36 in 2018-19; the average in Academic Feedback was a 3.1 in 2016-17, increasing to a 3.39 in 2018-19, and the average in Thinking was a 2.96 in 2016-17, increasing to a 3.02 in 2018-19 (Appendix, Table 22).

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<sup>10</sup> <https://team-tn.org/research/>

**Table 8. Central Tendencies for Staff Instructional, Professionalism and Level of Overall Effectiveness Scores Over a Three Year Span**

Central Tendency	Instructional				Professionalism				Level of Overall Effectiveness (LOE)			
	16-17	17-18	18-19	Avg	16-17	17-18	18-19	Avg	16-17	17-18	18-19	Avg
<b>Max</b>	4.10	4.40	4.40	4.40	5.00	5.00	5.00	4.92	5.00	5.00	5.00	5.00
<b>Mean</b>	3.23	3.51	3.52	3.40	3.79	3.85	4.09	3.90	3.90	4.40	4.50	4.26
<b>Median</b>	3.20	3.50	3.50	3.40	3.80	3.80	4.30	3.92	4.00	5.00	5.00	4.00
<b>Mode</b>	3.20	3.50	3.10	3.20	3.00	3.80	4.30	4.25	4.00	5.00	5.00	4.00
<b>Min</b>	2.40	2.30	2.50	2.40	3.00	1.80	2.00	2.00	2.00	3.00	3.00	2.00

**Source:** TNCompass "Observation Data Export: Teacher: TEAM General Educator" Report for 2016-2017, 2017-2018, and 2018-2019; TNCompass "Observation Data Export: Teacher: TEAM Professionalism" Report for 2016-2017, 2017-2018, and 2018-2019; TNCompass "Evaluation of Scores by Educator" Report for 2016-2017, 2017-2018, and 2018-2019.

C. Outline the school's assessment system and explain how assessments are used to inform instructional practice, evaluate teacher effectiveness, and design and implement professional development.

Cameron relies on a robust assessment system to inform instructional practice, evaluate teacher effectiveness, and design and implement professional development. Assessments, both summative and formative, are given throughout the year and leveraged immediately to enhance academic outcomes for students. Below is an overview of the major assessments given at Cameron, as well as how data from assessments are utilized.

#### TNReady Data

Though TNReady is taken at the conclusion of each year, both growth and achievement data are thoroughly reviewed for trends across subjects, grade levels, and subgroups. The findings from this review dictate the school-wide focus and goals for the coming year; these goals are reflected in Cameron's internal Professional Development calendar as well as in instructional coaching and ongoing data analysis priorities. For example, Cameron's math results in 2016-17 led to a change in planning practices and teacher expectations for the 2017-18 school year, which ultimately put Cameron on the trajectory of success for the 2018-19, when Cameron jumped 20.2% in achievement from the 2016-17 school year (Appendix, Table 6). Teacher Levels of Effectiveness and TEAM scores are also reviewed in relation to this data to craft professional development plans for individual teachers based on need.

### Measure of Academic Progress (MAP) Reading and Math Tests

Cameron students take the MAP assessment twice a year, once at the beginning and once at the end. The data from this assessment reveals how students perform in comparison to their grade level peers across the country, which specific skills they struggle with and excel at, and how students grow from test to test.

The comparative data from MAP is used to assign students to classes. For example, students above grade level are placed on track to take Integrated I for high school credit in 8th grade. This information and method of creating classes allow for students who need the most support in ELA and math to have the strongest teachers as defined by Levels of Effectiveness. MAP scores also dictate intervention placement, with students receiving additional targeted support in ELA and math as needed. Science and social studies classes are rostered by mixed ability levels.

MAP data is used throughout the year to inform small group instruction within classes. Instructional coaches launch MAP data analysis using whole group professional development, then follow up with teachers individually to analyze where each student in their classes is at using RIT scores and the learning continuum on MAP. The learning continuum shows specific areas of need by student and subject area. This information is the basis of small group plans and expectations for scaffolding instruction.

### Network Interim Assessments

Network Interim Assessments (NIAs) are administered to students twice a year and are an opportunity to see how students demonstrate knowledge and skills on high-leverage standards in ELA and math. The NIAs are given at the same time across the LEAD network to allow for thorough data analysis and shared best practices among teachers and leaders at different schools. At Cameron, NIA data is analyzed within two weeks of administering the assessment. Coaches work individually with ELA and math grade level teams to determine student misconceptions and plan reteaches. The data is also paired with MAP data to predict whether students are on track to pass TNReady. This information supports small group instruction and changes in remediation groups.

### Common Math and ELA Unit Assessments

Cameron teachers employ Understanding by Design, a research-based best practice, for planning units and assessments. Using the knowledge and skills required by the standards, end-of-unit and mid-unit assessments are revised and finalized prior to the beginning of each school year. Grade level teachers administer the assessments on the same days as each other, and use the results of the assessments to plan reteach lessons on reteach days already built into unit plans. Exit tickets are written to align to the end-of-unit assessments so that teachers can assess how students are progressing throughout the course of a unit. These exit tickets, along with key assignments, are reviewed in data meetings with coaches using a format where teachers break down the standard again, review student work at varying levels, identify gaps between student work and the teacher exemplar, identify the misconceptions students have that are leading to those gaps, and plan whole class or small group reteaches to address those gaps.

### WIDA ACCESS Scores

ACCESS scores are used in a variety of ways to assess programmatic success and inform instructional decisions. Instructional leaders at Cameron review ACCESS scores by domain and across teachers, as well as look at the percentage of students who met their growth goals on ACCESS and the percentage of

students who exited out of English Learner (EL) programming. Student overall scores dictate placement of individual students in classes, with students scoring lower than a 2.5 considered for Cameron's Newcomer Academy, where they receive targeted instruction on the requisite language skills needed to successfully access grade level content with provided scaffolds. Additionally, coaching assignments are partly dictated by teacher need as determined by ACCESS scores. For example, ELA teachers working with EL students will receive coaching from an EL expert trained in SIOP strategies. ACCESS scores by domain dictate one of Cameron's whole-school focuses every year. In 2018-19, for example, Cameron focused on quality conversations in classrooms between students, in part as a result of lower speaking scores on ACCESS from the prior year. Also, instructional leaders annually make revisions to EL lessons based on data. For example, the lessons in Cameron's Newcomer Academy were intentionally revised in 2018-19 with a greater emphasis on vertical alignment to non-Newcomer Academy classes to further promote the successful transition of students out of Newcomer Academy. ACCESS results in 2018-19 indicate programmatic success, which can be attributed in part to these changes (Appendix, Tables 3 and 4). Finally, while not every teacher works directly with EL students, Cameron takes on the philosophy that teaching with EL strategies is good teaching; thus whole-staff professional development focused on EL strategies is built into the professional development calendar.

D. We will be reviewing all state recorded summative data. Describe how the school will use this data along with other data (qualitative and quantitative) to evaluate the effectiveness of the academic program. You will need to include an explanation for any decreases in the data and measures taken to correct the decreases.

A number of measures are used to determine the effectiveness of Cameron's academic program. First and foremost is state recorded summative data, specifically TNReady and ACCESS results. At Cameron, TNReady growth and achievement scores, as well as ACCESS scores, are disaggregated and reviewed by content, grade level, teacher, and subgroup. ACCESS data is also reviewed by domain and with consideration to students meeting growth goals as well as the percentage of students exiting English Learner (EL) programming. Cameron's instructional team analyzes areas of particular strength and weakness to determine which practices from the previous year were successful and should be repeated, as well as what needs to change. This information is analyzed in conjunction with MAP, teacher Levels of Effectiveness and TEAM scores, as well as attendance data, suspension data, and student survey results to determine the effectiveness of Cameron's program. Attendance, suspensions, and student survey results are viewed as measures of student engagement, which is critical to student learning.

Current and past assessment data indicate an overall successful academic program at Cameron. Cameron has been a Level 5 school for overall growth every year since assuming the charter (Appendix, Table 9), and was named a Reward School for top academic growth three years over this timeframe: 2013-14, 2016-17, and 2017-18. In 2018-19, Cameron's overall growth index in ELA was the highest and math was the fourth highest of all 5-8 middle schools in MNPS (Appendix, Tables 1 and 2). Additionally, in 5 years of data from 2013 to present, LEAD Cameron was a Level 5 for growth in 21 out of a possible 23 times, taking into account all subjects. The only subjects earning less than a 5 for overall growth were numeracy in 2016-17 and science in 2014-15, both of which were level 3 (Appendix, Table 9).

By earning the top measure for Value Added accountability in 2018-19, Cameron performed better than roughly 60% of other MNPS middle schools (grades 5-8) when it came to all students, better than more than 80% of schools when it came to students with disabilities, better than more than 60% of schools when it came to English Language Learners, and better than roughly 70% of schools when it came to Black, Hispanic and Native American students (Appendix, Table 10).

Achievement percentages also indicate success. In 2016-17, the average percentage of students earning “On Track” or “Mastered” in numeracy and literacy at Cameron was 13.9%. This increased to 18.2% in 2017-18 and 24.3% in 2018-19. Cameron has been particularly strong in math, where the percentage of students earning the “Below” designation in 2016-17 was 49.5%, decreasing to 27.8% in 2018-19 (Appendix, Table 6). This is similar in Cameron’s population of Students with Disabilities (SWD): in 2016-17, the percentage of students “Below” was 73.3%, decreasing to 63.5% in 2018-19 (Appendix, Table 26). Additionally, the percentage of all students who earned the “On Track” or “Mastered” designation increased from 14.3% in 2016-17 to 34.5% in 2018-19 (Appendix, Table 26). Though Cameron earned a “2” in its AMO for achievement (Success Rate) for all students and Black, Hispanic, and Native American students subgroup in 2018-19, this outperforms 50 percent of middle school students in grades 5-8 across the district (Appendix, Table 11).

WIDA ACCESS scores further indicate overall success of Cameron’s academic program. Specifically, the percentage of students meeting their differentiated growth standard based on prior composite level on WIDA ACCESS in 2019 was 51.5%, an increase of 21.6% from 2017-18. This is also in comparison to a state average of 49.8% and a district average of 47.1% in 2019 (Appendix, Table 3). Similarly, the percentage of students who exited EL demonstrates programmatic success, as this number was 19.7% in 2018-19, compared to 11.6% in 2017-18. In 2019, 14.3% of students in MNPS exited and 16.4% of students in the state exited (Appendix, Table 4). This is a success, especially given that the requirements became more rigorous in 2017-18 year, requiring students to earn at least a 5.0 on composite and literacy to exit, up from a 4.2 or higher composite and 4.0 for literacy previously and demonstrate higher language skills to get the same proficiency levels.

Measures of student engagement are also strong. Cameron’s three year average on key questions in a whole-school student survey indicates this (Table 14), as does Cameron’s increase in attendance (Appendix, Table 20) over time and a decrease in suspensions each year, from 17.6% in 2014-15 to 8.8% in 2018-19 (Table 21).

**Table 14. Averaged Student Culture Survey Data for Academic Years 2016-2017, 2017-2018, and 2018-2019**

Question or Prompt	Students who (Strongly) Agree
<b>I have an adult in the school I know I can trust</b>	81.40%
<b>My teachers believe in me</b>	89%
<b>My school is a good place to learn</b>	90.9

***Source:** Internal LEAD Cameron School Culture Surveys Completed by Students for Academic Years 2016-2017, 2017-2018, and 2018-2019.*

**Table 21. Suspensions Over Time**

School Year	Individual Suspensions	Individual Students	Percent of All Students
<b>2014 - 2015</b>	248	138	17.6%
<b>2015 - 2016</b>	167	110	14%
<b>2016 - 2017</b>	232	105	11.9%
<b>2017 - 2018</b>	152	77	9.1%
<b>2018 - 2019</b>	125	75	8.8%

***Source:** Metro Nashville Public Schools Data Warehouse*

The data indicate three areas that need improvement (Table 26). The first is achievement in math for EL students, which has increased over time but not as substantially as all students. Additionally, ELA achievement for all students has been relatively stagnant despite immense growth. Cameron had 13.5% of All Students “On Track” or “Mastered” in 2016-17 compared to 14.3% in 2018-19. Finally, the relative performance of Students with Disabilities as a subgroup compared to all students necessitates attention.



**Table 26. Proficiency on TNReady Three Testing Administrations**

		ELA			MATH		
		2016-2017	2017-2018	2018-2019	2016-2017	2017-2018	2018-2019
ELL	<b>Below</b>	67.2%	61.2%	59.8%	62.3%	61.1%	43.3%
	<b>Approaching</b>	32.3%	35.4%	39.6%	31.9%	27.4%	45.7%
	<b>On Track</b>	0.5%	3.4%	0.6%	5.8%	10.9%	11.0%
	<b>Mastered</b>	0.0%	0.0%	0.0%	0.0%	0.6%	0.0%
Ex Ed	<b>Below</b>	67.6%	64.9%	68.5%	73.3%	67.3%	63.5%
	<b>Approaching</b>	31.0%	28.1%	28.8%	22.5%	24.1%	29.7%
	<b>On Track</b>	1.4%	7.0%	2.7%	2.8%	6.9%	5.4%
	<b>Mastered</b>	0.0%	0.0%	0.0%	1.4%	1.7%	1.4%
All	<b>Below</b>	38.1%	34.2%	34.1%	49.5%	42.5%	27.8%
	<b>Approaching</b>	48.4%	49.2%	51.6%	36.2%	37.8%	37.7%
	<b>On Track</b>	12.7%	16.1%	12.7%	12.4%	17.1%	29.9%
	<b>Mastered</b>	0.8%	0.5%	1.6%	1.9%	2.6%	4.6%

**Source:** Metro Nashville Public Schools Data SharePoint Three Year Aggregated Summary

These areas of concern are caused by several factors. First is the substantial change in student population being served at Cameron. Here are some measures that illustrate this change over time:

- In the 2013-14 school year, 24.05% of Cameron students were EL. In 2018-19, that percentage was 34.3%. Today, it is nearing 45% (Table 7).
- In 2013-14, 29.4% of Cameron's student population was white (largely of middle eastern descent), 44.3% was Hispanic, and 22.5% was Black; in 2018-19, 11.3% was white, 61.4% was Hispanic, and 25.4% was Black (Appendix, Table 23).
- In 2016-17. The largest percentage of non-native students came from Egypt. In 2018-19 and today, the largest percentage of non-native students come from Guatemala (Appendix, Figure 18).
- In 2016-17, there were 233 native English speakers and 344 native Spanish speakers at Cameron. In 2018-19, there were 182 native English speakers and 410 native Spanish speakers. Today, there are 157 native English speakers and 507 native Spanish speakers, some of which actually speak native Mayan languages, but are classified as Spanish (Appendix, Table 25).

**Table 7. English Language Learner Population at LEAD Cameron Over Time**

	ELL		Not ELL	
	Count	Percent	Count	Percent
2013-2014	127	24.05%	401	75.95%
2014-2015	183	25.63%	531	74.37%
2015-2016	220	33.23%	442	66.77%
2016-2017	241	32.39%	503	67.61%
2017-2018	243	32.93%	495	67.07%
2018-2019	241	34.33%	461	65.67%
2019-2020	319	44.68%	395	55.32%

**Sources:** *EIS Research Queries: English Language Learners 2013-2014, 2014-2015, 2015-2016, 2016-2017, 2017-2018, 2018-2019; EIS Standard Reports: Net Enrollment Annual 2013-2014, 2014-2015, 2015-2016, 2016-2017, 2017-2018, 2018-2019; Infinite Campus 2019-2020 as of 2/14/2020.*

As Cameron's population has shifted, so have a number of policies and structures. More rigorous ELA and math standards were implemented across Tennessee in 2017-18. Additionally, Cameron adjusted how dually identified students received services this same year, moving dually identified students to EL ELA classes with inclusion support. While this service model is the best method to ensure students are getting all of their needs met, it posed a new challenge for teachers working with these students. When pairing this with the typical challenges of working with a zoned population, including the high mobility rate -- 40% in 2018-19 (Appendix, Table 17) -- and students who come to Cameron below the national norm -- consistently more than 78.5% in math and 76.8% reading (Appendix, Table 16) -- Cameron has had to intentionally refine its academic program to support all students.

To address ELA achievement, the LEAD network partnered with The New Teacher Project in 2019 to audit instructional practices. The findings from this audit are currently being used to make adjustments to the materials put in front of students. At the same time, the instructional team at Cameron has intentionally adjusted support for ELA teachers so they receive coaching on strategies and practices needed for successful instruction of English Learners and dually identified students. This includes, but is not limited to, SIOP strategies and Universal Design for Learning. As Cameron's EL population has increased, so has the need for additional EL teachers and instructional support. Throughout the 2019-20 school year, Cameron has restructured the Newcomer Academy to support more English learners with foundational language development. Cameron added newcomer and EL math support for the first time in 2019-20, building an intentional curriculum to blend needed math remediation and grade level standards. The Newcomer Academy is now serving approximately 150 students, compared to between 50 and 60 in 2018-19. For the 2020-21 school year, Cameron is further expanding EL program needs, with additional newcomer classes to lower class sizes further and differentiate more. At the same time Cameron is increasing the number of certified EL teachers and support, including adding an additional full time coach

and reading expert, as well as offering financial reimbursements to Cameron teachers seeking EL certification through Lipscomb University.

To support students with disabilities, Cameron added a reading interventionist in 2019-20; she specifically focuses on working with students with disabilities on their reading IEP goals. This teacher has one class on each grade level which students attend in addition to their grade level ELA inclusion class. Cameron also employs a full time Exceptional Education (ExEd) Coordinator who gives in-depth feedback on all IEPs and observes ExEd teachers in the classroom to ensure students are getting exceptional instructional services. The ExEd Coordinator engages in data discussions with each teacher to plan for small group instruction based on student need and provides feedback on small group lessons. Additionally, the coordinator has begun to develop in-depth attendance plans for each student with a disability who is identified as on track to being chronically absent. For the 2020-2021 school year, Cameron plans to hire additional ExEd support with the purpose of building the capability of all teachers to serve students with disabilities more effectively.

#### E. Discuss progress made toward closing achievement gaps

Cameron has seen significant growth with students of all subgroups, consistent with growth among all students. Since the state began setting Annual Measurable Objectives (AMOs) in the 2017-18 school year, every subgroup at Cameron has earned the top designation for growth (Appendix, Table 30). Since Cameron began implementing college- and career-ready standards in 2016, Hispanic and African American students' achievement is reflective of All Students' Achievement. For example, in 2018-19, 27% of African American and 33% of Hispanic students were "On Track" or "Mastered" in math, compared to 31% of all students (Appendix, Table 27). In 2018-19, Cameron met its AMO target for Hispanic students and economically disadvantaged students in Achievement (Appendix, Table 29). AMO targets for ELPA were also met this year for African American students, English learners, and Hispanic students (Appendix, Table 12). Any time an AMO target is met for a subgroup, it is an indication that a school is making adequate progress toward closing an achievement gap.

With a large percentage of English Learner (EL) students, Cameron looks to the percentage of students exiting the EL program each year as a measure of closing achievement gaps, as this indicates students are able to successfully engage in the general education curriculum. In 2018-19, 19.7% of students exited the program, which is an increase from 2017-18 when it was 11.6% and compares favorably to MNPS, which was 14.3%, and the state, which was 16.4% in 2018-19 (Appendix, Table 4).

LEAD is also proud to close the gap between students with disabilities and students without disabilities in their college and career pathway. LEAD boasts a 100% college acceptance rate. In 2019, two students with moderate to severe disabilities who attended Cameron's first class were accepted into post-secondary programs, one enrolling with the Community Based Transition Program with MNPS and one enrolling at Tennessee Rehabilitation Center. This is a significant accomplishment as it indicates the overall success of LEAD's program in closing gaps that could persist after high school.

Achievement of EL students and students with disabilities remains an area of focus, as their percentage of achievement in math and ELA is lower than the whole school percentage. To support closing this gap, teachers and instructional leaders at Cameron review assessments by subgroup and craft reteach plans targeting the specific needs of students. Additionally, EL students and students with disabilities receive remediation during intervention time in literacy. All students identified as significantly below their peers in math also receive small group instruction at least twice a week in addition to small groups that occur

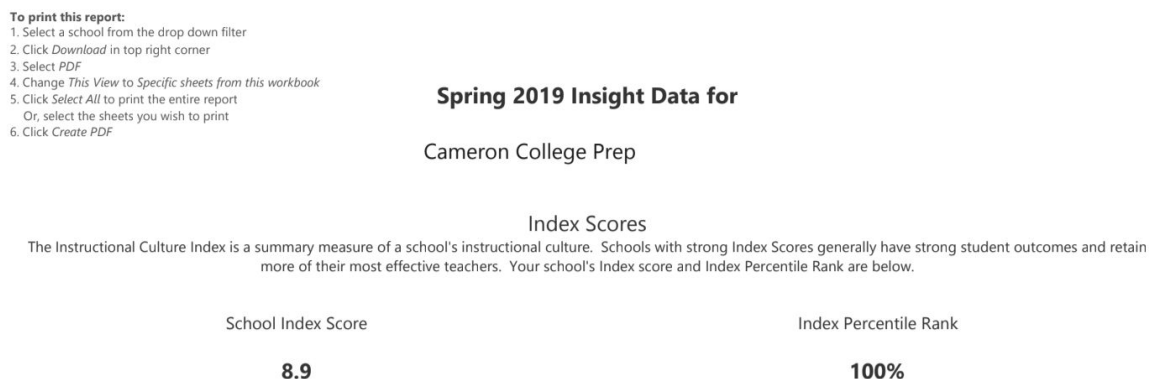
more regularly in class as needed. Students with an ACCESS score lower than 2.5 receive further intentional support in literacy instruction in all subjects through Cameron's Newcomer Academy. Cameron staff will continue to collect, analyze, and act on data to ensure students in these subgroups are making progress towards catching up with their peers.

#### F. Outline leader and teacher professional development and its impact on student achievement.

Cameron's structures are designed to have the greatest impact on student achievement. In addition to the Principal and Assistant Principal of Instruction (API), Cameron has three instructional coaches, an Exceptional Education (ExEd) Coordinator, an EL Coordinator, and a content leader for each subject. This team makes up Cameron's instructional leadership team. Prior to each school year, the Principal and API develop professional development for the rest of the instructional team using best practices published by reputable instructional institutions and organizations, including TNTP, Relay, and ASCD. Professional development targets not only instructional practices needed by students, such as Understanding by Design, Universal Design for Learning, Sheltered Instruction Observation Protocol, and TN Standards for Mathematical practices, but also best practices in developing teachers, including how to give high quality feedback, live coach, give strong lesson plan feedback, and prepare for and lead high quality data meetings. The instructional team meets approximately once a month to dive into a problem of practice, sharpen skills, and discuss trends with instructional practices across the school. Members of the team also co-observe classrooms on an approximately weekly basis to assess trends, and the Principal and API co-observe and provide feedback to coaches on their observation feedback, data meeting, and lesson plan feedback practices on a weekly basis. The Principal and API are currently engaged in leadership coaching to hone their skills of building the capacity of the rest of the team. They also participate in monthly professional development and collaboration sessions with administrators from other LEAD schools.

The professional development that is most frequently cited by teachers as having a significant impact on their instruction is instructional coaching. Each teacher has a coach who observes them anywhere between once every two weeks to three times a week based on need. Coaches work with teachers to define precise focus areas and action steps to improve their instructional practice. Coaches are sounding boards for teachers and co-plan and assess data with them. Cameron has consistently scored in the top quartile of Tennessee charter schools on the Insight survey, which measures staff perception of the culture within a school. At the end of the 2018-19 school year, Cameron was in the 100th percentile for schools on the three survey questions that research suggests correlate to high student outcomes (Figure 20).

**Figure 20. Spring Insight 2019 Index Score and Percentile**



**Source:** *TNTP LEAD Cameron Insight Report 2019*

The impact of coaching on teacher development is immediate. To illustrate this, consider one of our 8th grade ELA teachers. On the first round of TEAM evaluations this year, she scored a 3 in Presenting Instructional Content, Academic Feedback, and Questioning. After weeks of coaching and action steps based on sub-objectives, dispersing questioning, aggressively monitoring student work and providing feedback in the moment, and pushing students to unpack their own errors, this teacher's scores improved on Round 2 to a 5 in Presenting Instructional Content and 4s in Academic Feedback and Questioning. Student data increased along with this; 78.9% of this teacher's 8th grade students mastered standard RL.KID.2 on the first End-of-Unit Assessment, which happened around Round 1. Nearly 64% of this teacher's 8th grade students mastered RL.CS.4 on this assessment, and 48.80% mastered RL.CS.6 on this assessment (Figure 21). On the second End-of-Unit assessment, these numbers increased to 86.4%, 77.80%, and 80.60% respectively. Data meetings have a similar impact. For example, after 5th grade math teachers implemented a reteach on standard NBTA.A.3 targeting the student misconception of not conceptualizing how the placement of a digit changes the value of the number, mastery improved from 52.6% to 63.5%. Both are just examples of the impact that is seen on a regular basis.

**Figure 21. Example of Impact of Coaching on Teacher Development and Student Learning**

Example of Impact of Coaching on Teacher Development and Student Learning																								
<p>TEAM Growth <i>Round 1</i> → <i>Round 2, 2019</i></p> <p>Presenting Instructional Content: 3 → 5</p> <p>Academic Feedback: 3 → 4</p> <p>Questioning: 3 → 4</p> <p>Coaching Action Steps for this teacher:</p> <p>Create purposeful, oral check for understanding for each sub objective and use them to disperse thinking through intentional cold call</p> <p>Check students' independent work to determine whether they're learning what you're teaching by 1) naming the lap 2) plan your track 3) exemplar in hand 4) check answers against your exemplar 5) track correct and incorrect answers</p> <p>Increase the rigor by letting students unpack their own errors &amp; building a solution 1) use an example that mirrors the expectation you want them to meet then 2) ask "what is the difference between what you wrote and this example?"</p>		<p>End of Unit Assessment Growth</p> <table> <tr> <th></th><th>RL.KID.2</th><th>RL.KID.3</th><th>RL.CS.4</th><th>RL.CS.6</th></tr> <tr> <td>2019 TNReady</td><td>48%</td><td>48%</td><td>54%</td><td>22%</td></tr> <tr> <td>End of Unit 1 Assessment</td><td>78.90%</td><td>66.60%</td><td>63.80%</td><td>48.80%</td></tr> <tr> <td>End of Unit 2 Assessment</td><td>86.40%</td><td>69.90%</td><td>77.80%</td><td>80.60%</td></tr> </table> <p>This chart highlights the growth of standards that were assessed on both the End-of-Unit 1 and End-of-Unit 2 assessments. There were four overlying standards. Each percentage represents the number of points earned towards a particular standard. These standards are measured and tracked this way to match Tennessee Department of Education's method of tracking standards on TNReady. Not only is there growth from one End-of-Unit assessment to another, but there is substantial growth from how students scored on the 2019 TNReady assessment.</p>				RL.KID.2	RL.KID.3	RL.CS.4	RL.CS.6	2019 TNReady	48%	48%	54%	22%	End of Unit 1 Assessment	78.90%	66.60%	63.80%	48.80%	End of Unit 2 Assessment	86.40%	69.90%	77.80%	80.60%
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<p>Teacher Narrative</p> <p>The improvements in my scores for both Feedback and Questioning came as a direct result of professional development, and receiving specific, actionable steps via coaching. Incorporating consistent [Aggressive Monitoring], and anticipating places in the lesson where there may be student misconceptions allows me to plan targeted questions to push students toward mastery.</p> <p>Questioning, Feedback and Presenting instructional Content are all intertwined. Individual student data collected during the lesson provides an opportunity to give feedback targeted to the individual. One week, my coaching feedback related directly to this. In a writing conference, I worked with a student on her thesis, and told her how she needed to change it. The feedback I received was to use questioning to guide student thinking, allowing students to produce their own, replicable thesis.</p> <p>Moving forward, I planned questions to scaffold student thinking to craft a strong thesis, and the impact was as</p>																								

you would expect: regardless of where their starting point was, students began writing stronger thesis statements. Individual data collected during a lesson [also] provides an opportunity to give whole group feedback. When there is a common error or misconception in the class, we pause.

A year ago, I would likely have told students the right answer and had them revise. Now, as a result of consistent coaching and professional development meetings, I use intentional questioning. The questioning provides more insight as to the root of the misconception, and puts the thinking on the students. My coach often comments on moments within the lesson where questioning or internal summaries would work well and align with sub-objectives. As I began incorporating this step in my own lesson planning practice, I watched my TEAM score improve, right alongside student mastery of standards. There is a direct correlation between lesson plans which scored higher in these areas, or reflect the 3-5 range on the TEAM rubric, and the standards where students are achieving the most growth.

-J. Orozco, 8th grade ELA

**Source:** *Internal LEAD Cameron Impact of Coaching on Teacher Development and Student Learning*

Professional development formally begins for teachers before the school year even begins. LEAD schedules network and school-based time for teachers to prepare for the year. This is called LEAD U. During this time Cameron teachers norm on best instructional practices and expectations. They also engage in professional development with outside professionals where appropriate. For example, last summer, LEAD brought in experts from Uncommon Schools to train new teachers on behavior and classroom culture practices needed to set a strong foundation for learning in the classroom. At the school level, Cameron refreshed returning staff on these strategies and then engaged in a two week walkthrough program at the start of the school year to help all staff implement strategies correctly, ensuring consistency for students. Other professional development offerings during Cameron's 2019 LEAD U included standards breakdown and alignment, remediation strategies for students, and unconscious bias in the school community.

The instructional team also develops professional development for teachers throughout the course of the year. Sometimes, this is a whole group strategy session based on a particular trend. For example, if data from coaching indicates that many teachers are circulating in their classrooms without actually collecting in-the-moment data on student mastery, the instructional team might do a whole-group roll out of aggressive monitoring, an instructional strategy that necessitates collecting and using data in the moment. Professional Learning Communities facilitated by teacher content leaders also occur approximately once a month. In these sessions, teacher content leaders spotlight another teacher's problem of practice, providing teachers with the opportunity to share their expertise for all students.

Finally, all staff members have the opportunity to engage in professional development outside of Cameron and bring back best practices to share with the rest of the team. For example, the Principal participated in Relay<sup>11</sup> during the 2017-18 school year, honing instructional leadership skills like coaching and data analysis which were used to support other instructional leaders. The ExEd Coordinator attends the Council for Exceptional Children's annual conference and shares that learning with ExEd staff. Quality professional development helps staff continue to develop their instructional expertise to impact

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<sup>11</sup>Relay is an organization devoted to equitable access to education throughout the United States through teacher and principal preparation and development.

student outcomes. Teachers frequently help develop and deliver PD and have the opportunity to seek out PD they feel necessary for their own development.

#### G. Explain how the school supports diverse learners.

The entire Cameron community prioritizes supporting diverse learners; as a zoned school, this is a key aspect of Cameron's mission. More than 13% of students at Cameron had disabilities in 2018-19, which has been fairly consistent over time (Appendix, Table 15). Additionally, the percentage of English Learner (EL) students at Cameron has increased over time, from 25.6% in 2014-15 to 44.6% today (Appendix, Table 7). Cameron not only celebrates the diversity of its student body, but actively promotes equitable access to the education needed to be successful in high school and beyond. This begins with the school values, which state a professional expectation that staff at Cameron demonstrate through their words and actions a belief that all students can learn.

##### Students with Disabilities

The Exceptional Education (ExEd) Coordinator, in conjunction with the Principal, Assistant Principal of Students, and network Director of Diverse Learners, maintains the structures and programming needed to ensure high quality support for students with disabilities at Cameron. Staff understand that the least restrictive setting is the most appropriate for each child. For a majority of Cameron students, this setting is inclusion. Math and ELA classes are co-taught by a content expert and ExEd teacher. In these classes, ExEd teachers use data to plan and pull small groups when appropriate or work with the general education teacher to parallel teach or co-teach. Nearly all inclusion science and social studies classes receive additional support from educational assistants. Students with disabilities also receive targeted instruction based on their disabilities and needs. Students with basic reading skill deficits, for example, are in a second reading class taught by an ExEd teacher who focuses on these deficits. ExEd teachers also provide adaptive behavior and emotional services at the beginning of the school day. Based on need, ExEd teachers may also pull students during lunch and recess to help them with homework, executive functioning skills, or social and emotional needs.

General education teachers are supported in understanding and implementing the tools and strategies needed for students with disabilities to be successful in an inclusion setting. For example, all teachers are trained in Google Read and Write to ensure students who need read aloud can receive it on any assessment. Also, grade level teams allocate time at each meeting to review Functional Behavior Assessments (FBAs), Behavior Intervention Plans (BIPs), and safety plans, and the ExEd Coordinator conducts fidelity checks for FBAs and BIPs on a quarterly basis to support implementation. Furthermore, teacher input is elicited prior to and during IEP meetings, and IEPs at-a-glance are reviewed with teachers prior to the school year to build shared ownership over student goals.

In addition to inclusion, Cameron provides special education services to support students who are low incidence. These students receive vocational and life skills opportunities, including cooking classes that follow a task analysis to support each step in the process, as well as practice using shopping at a mock grocery store and making and selling popcorn to other students. Students in this class who are non-verbal also receive modified programming, lessons, and activities in order to engage in the same activities as their peers. For example, when the entire school participates in Student Led Conferences, an opportunity to share with family and community members individual progress over the course of the year, students who are non-verbal create visuals to communicate their strengths and goals.



Furthermore, ExEd teachers are committed to ongoing professional development to optimize instructional practices for student learning. For example, Cameron's ExEd Coordinator attends the Council for Exceptional Children's annual conference to learn the most recent strategies for ExEd interventions. She brings these back to Cameron teachers and supports them with classroom implementation. Additionally, all ExEd teachers and support staff are trained annually in Crisis Prevention and Intervention.

To support failing students with disabilities, ExEd teachers and the ExEd Coordinator take a number of steps. First, the ExEd Coordinator works with the ExEd teacher to delineate between supporting students and helping students with executive functioning needs. Here are some actions that the ExEd Coordinator and teacher might then take:

- Reach out to general education teachers about students of concern and get additional context on student performance
- Provide updated IEP at-a-glance for teachers to have in hand when calling parents about failing grades
- Read aloud missing tests
- Communicate with parents about why the student is failing if it is not due to deficits (Ex. calling parents to let them know that the student has received three opportunities to complete test corrections, but is choosing not to do so)
- Hold make-up tests/assignment lunch sessions
- Work with a student on homework or provide a reteach during arrival
- Help with backpack organization to support with loss of papers (homework or test corrections)
- Check-in with students after progress reports to review grades and create goals

## English Learners

As Cameron's EL population has increased, so has the need to support EL students in additional ways. Cameron's EL programming is in line with the Tennessee English Learner Framework and English as a Second Language Manual. The models utilized at Cameron differ by student ACCESS score, with students scoring below a 2.5 in a sheltered setting and students above a 2.5 in a non-sheltered setting. Here is an overview of the specific models utilized at Cameron by ACCESS score, followed by in-depth rationale for this choice:

- 1.0 to 1.5: Students are in a sheltered ELA class that focuses on foundational English reading and writing through teacher-created thematic vocabulary and ELA skills. Students receive small group reading intervention as well, with a curriculum meant to reinforce foundational reading, language development, and ELA skills. Students are in a sheltered math class that focuses on remediating foundational math skills through modified grade level instruction using hands-on math curriculum. Students are in a sheltered social studies and science class that utilizes a modified curriculum meant to reinforce language development through grade level standards. In addition to these academic supports, several students at this level are also considered Students with Interrupted Formal Education (SIFE). SIFE students receive an even greater level of differentiated instruction to address gaps present in their education.
- 1.5 to 2.5: Students are in a sheltered ELA class that focuses on modified grade level instruction using teacher-created ELA materials that address content-specific vocabulary and appropriate grade level ELA skills with EL accommodations. Students receive small group reading intervention as well, with a curriculum meant to reinforce foundational reading, language

development, and ELA skills. Students are in a sheltered math class that focuses on modified grade level standards delivered with EL strategies and small group support for foundational math skills. Students are in a sheltered social studies and science class that utilizes a modified curriculum meant to reinforce language development through grade level standards.

- 2.5 to 3.5: Students receive modified grade level instruction in a sheltered setting using teacher-created ELA materials that address content-specific vocabulary and appropriate grade level ELA skills with EL support. ELA intervention uses a blended learning reading intervention program to support reading comprehension, fluency, and language development. The grade level math curriculum is delivered in a non-sheltered setting with appropriate EL accommodations. Science and social studies is in a non-sheltered setting and focuses on building background knowledge, using cooperative learning strategies, emphasizing vocabulary, and using comprehensible input to build understanding of grade level social studies and science content
- 3.5 and above and transitional: Students focus on grade level content and standards with EL accommodations as needed in a non-sheltered setting. Intervention focuses on language development, reading skills, and the use of academic vocabulary. Math, science, and social studies are in a non-sheltered setting with EL support as needed.

This service model, which has evolved as Cameron's EL population has changed and increased, is appropriate and effective for several reasons. Newcomer EL students with less than two years in the United States and below a 2.5 ACCESS score need sheltered instruction; this allows students to achieve the highest level of participation using lessons intentionally designed to support newcomer populations. Such lessons require purposeful language scaffolding that far exceeds what is necessary for non-Newcomer EL students. For example, the WIDA Can-Do indicators state that Level 1 students in grades 6-8 can "process explanations by matching content-related objects, pictures, or media to words and phrases".<sup>12</sup> This means that teachers need to be prepared to instruct with heavy picture support at the word/phrase level. Material therefore needs to be approached in a different, slower manner. Sheltered instruction allows teachers to provide this level of attention at a pace required for comprehensible input. In non-sheltered classes with newcomers, where teachers are required to meet the needs of all levels of students at the same time, newcomer students participate less because they often do not receive adequate accommodations. Short and Boyson, in their 2012 review of newcomer programs in the United States entitled "Helping Newcomer Students Succeed in Secondary Schools and Beyond," confirm: "A number of programs reported the advantage that [newcomer] small classes provided in accelerating the students' learning. Mainstream and sheltered classroom teachers noted that the newcomers who had experienced newcomer curricula with specialized materials were better prepared for the curriculum they taught than other English language learners" (p. 77).<sup>13</sup>

Additionally, by targeting students' content knowledge and language acquisition simultaneously through a specially designed curriculum, newcomers will quickly move out of EL programming. This is confirmed by research and anecdotal evidence at Cameron. For example, several students in the 7th and 8th grade started as newcomers in 5th grade and have now surpassed the mid-EL cohort. Comprehensible input and language practice must be prevalent in content-area learning; Callahan (2005) stated: "Essentially, English learners must be exposed to twice as much instruction as native English speakers in terms of both language and content. To provide effective instruction to English learners, educators will need to revisit allotments of time and course-taking patterns in an effort to integrate higher levels of

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<sup>12</sup> <https://wida.wisc.edu/teach/can-do/descriptors>

<sup>13</sup> [https://production-carnegie.s3.amazonaws.com/filer\\_public/ff/fd/ffda48e-4211-44c5-b4ef-86e8b50929d6/ccny\\_report\\_2012\\_helping.pdf](https://production-carnegie.s3.amazonaws.com/filer_public/ff/fd/ffda48e-4211-44c5-b4ef-86e8b50929d6/ccny_report_2012_helping.pdf)

language alongside academic content" (p. 324).<sup>14</sup> Newcomer programming at Cameron is achieving this aim.

Finally, newcomers at Cameron, some with refugee status and many with histories of trauma, need extensive socioemotional support in their first months to engage comfortably with school. Newcomer programs allow students to build community with one another and feel successful immediately. While the assimilation process usually speaks to a newcomer "silent period" in which students' affective filter is so high they do not engage in learning, this is not a characteristic of newcomer students at Cameron. Given the large population of newcomer students, students quickly begin engaging in lessons, as they know they are learning among similar peers. The structure of EL also ensures that wraparound services can be provided with less impact to learning. For example, earlier this school year, more than 100 Cameron newcomers were able to attend a dental clinic for free services. Because a majority of students attended, teachers were able to accommodate this in their unit plans.

In addition to the service delivery model, all staff work to support students with being successful with the curriculum. Some regular actions include the following:

- Coaches provide feedback on lessons with a particular eye toward accessibility without diminishing rigor.
- Coaches observe classrooms often and provide coaching on EL strategies.
- Teachers are supported with the development of anchor charts and visuals.
- EL students are pulled for tutoring and remediation in small groups during class and at lunch and recess.

#### H. Discuss areas of academic concern and changes made to address any deficiencies.

Areas of academic concern at Cameron are overall achievement, as well as adequate growth for our population of diverse learners. While Cameron students largely grow at a rate higher than their peers as evidenced by TVAAS and the school's growth index, students need to be achieving at higher rates to be considered college- and career-ready. With a 5th grade class that historically comes to Cameron substantially below grade level (Appendix, Table 16), Cameron's Family and Community Engagement Coordinator works with families to help students stay at Cameron throughout all of middle school so they can be on track to college- and career-readiness by the time they leave 8th grade. Still, the mobility and attrition rates that Cameron faces as a zoned school makes this a challenge, as students who are below grade level continue to come to Cameron throughout the year as those who have made gains sometimes leave. To help all students work toward achievement as evidenced by success on TNReady, Cameron students participate in reading and math intervention four to five times a week using research-based practices and programs, including Read180, System 44, 95 Percent, and Dreambox. All teachers practice data analysis on a daily and weekly basis, crafting reteach plans based on student need. Ongoing professional development and coaching targets teacher growth as a method of increasing student achievement. Instructional practices, programs, and structures are reviewed on a consistent basis at the school and network level, with specific action steps necessitating changes as appropriate.

Concerns about the success of students with disabilities were addressed this year through the hiring of an additional Exceptional Education (ExEd) teacher to provide reading intervention support. Additionally, the ExEd Coordinator has begun crafting and managing student attendance plans, as students with

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<sup>14</sup> American Educational Research Journal Summer 2005, Vol. 42, No. 2, pp. 305-328.

disabilities at Cameron tend to miss school at a rate higher than their non-disabled peers. A barrier to success has been a shortage of quality ExEd teachers. LEAD's Director of Talent has been focusing on recruiting strong teachers while the ExEd Coordinator, Principal, and Director of Diverse Learners are working to cultivate talent within Cameron. For the 2020-21 school year, staff also plan to hire an additional ExEd staff member to allow for a greater focus on improving co-teaching and small group instructional practices to further help students with disabilities.

Concerns about success with English Learner (EL) students is largely due to Cameron's population increase and shifting demographics. While indicators thus far show Cameron has been relatively successful in supporting EL students, particularly as measured by ACCESS goals, Cameron leaders understand that they need to adjust structures and systems to accommodate additional students and accelerate growth. This is being achieved through large scale programmatic changes. First and foremost, Cameron leaders are actively seeking to hire additional licensed EL personnel. Currently, Cameron has 11 full-time teachers with EL certification, as well as one EL-certified coach and one EL-certified coordinator who provide intervention support. Additionally, Cameron has applied for two staff waivers and one staff permit on behalf of educators who work with EL students. For Cameron's EL program to be optimally effective, leaders are looking to expand EL support by adding three teachers on each grade level to provide services to students. Additional EL-certified teachers have already been hired for the 2020-21 school year. Additionally, Cameron leaders are hiring a coach to ensure all EL staff have adequate instructional and planning support. By expanding the number of teachers and staff, Cameron's newcomer class sizes will be approximately 15 students, allowing teachers to focus on language in the context of subject-specific matter (i.e. math, science, social studies). Additionally, teachers of non-newcomers will have expanded capacity to improve their practices through extensive professional development, as discussed previously.

## Section 2: Operational Stability

### A. Address progress toward meeting operational goals outlined in the charter agreement.

Cameron has made significant progress in meeting the operational goals outlined in the charter agreement.

While truancy is a consideration, Cameron's primary focus is on the higher bar of chronic absenteeism for students. To address chronic absenteeism, Cameron has implemented many of the recommendations provided by the MNPS school attendance procedures guidelines. Cameron follows MNPS's recommended format for attendance plans, including escalating support for students as they incur additional absences. These interventions range from phone calls home, meetings with families in person, home visits and referrals from Counselors. As a result, chronic absenteeism has decreased from 21.1% in the 2016-17 school year to 18.5% in the 2018-19 school year. Current year to date chronic absenteeism stands at 14.1%. Daily average attendance has held steady between 94% and 95% for the past three years, falling just shy of our 95% goal. Teacher attendance remains strong at 98.1%.

Progress on meeting the following goals may be found in further sections:

- Student waiting list goals are addressed below in section B.
- Disciplinary goals are addressed below in section E.
- Parent satisfaction goals are addressed below in section F.

### B. Discuss student enrollment over the course of the current charter term. Is the school operating at maximum capacity? How many students are currently on the waitlist and at what grade level?

Cameron is proud to be a neighborhood school, enrolling 100% of all students who live in the zone and wish to attend the school. Unlike other, more common fresh start charter schools, Cameron is contractually obligated to serve all in-zone students and allow new students to come in throughout the entire school year. Cameron's enrollment has increased over time, serving 520 students in 2010 and 704 for the same period in 2019. Over the years, Cameron has built out its programmatic capacity to support increased enrollment. One notable example of a change in programming to better meet the needs of students as well as to accommodate additional enrollment is the creation and expansion of Cameron's Newcomer Academy. Cameron maintains a waitlist for out-of-zone students who wish to enroll in the school. If flat to decreased enrollment trends predicted by MNPS hold true over the next few years, Cameron will take out-of-zone students from the waitlist to ensure a healthy enrollment at the school.

### C. Describe trends in student attrition rates and how leaders have addressed any concerns in attrition.

Using the MNPS calculation for mobility as the number of entries and exits after the second week of school (day 11) as a percentage of its primary enrollment, Cameron has consistently performed similarly to its district counterparts within the Glencliff Cluster: Glenview Elementary, Fall Hamilton Enhanced Option, John B. Whitsitt Elementary, and Wright Middle School. Over the past four years, these schools averaged a mobility rate ranging from 16% for Fall Hamilton Enhanced Option in 2018-2019 to 56% for John B. Whitsitt in 2017-2018. LEAD Cameron's mobility rate is largely comparable to or better than that of Wright Middle School, the other middle school in the Glencliff Cluster (Table 31).

**Table 31. Mobility Rate Comparison between LEAD Cameron and Wright Middle School by Academic Year**

<b>Mobility Rates</b>	<b>LEAD Cameron</b>	<b>Wright Middle School</b>
<b>2016-2017</b>	34%	38%
<b>2017-2018</b>	40%	34%
<b>2018-2019</b>	40%	43%
<b>2019-2020</b>	28%	30%

*Source: Metro Nashville Public Schools Data Warehouse*

Secondly, as reported in EIS, Cameron’s gross attrition rate, the percentage of a year's student enrollment that withdrew from Cameron since the 11th day of school, has been between 12% and 17% since 2014. Currently, Cameron is on track to continue on this trend and outperform last year’s rate. Since the 2014-2015 academic year, Cameron’s net attrition rate, which references total enrollment as a percent change since the 11th day, has shown a net gain of students by year’s end annually, with the exception of 2016-2017.

As a neighborhood school, Cameron has remained committed to the families within its MNPS defined enrollment zone. In doing so, Cameron, like the other schools within the Glenclyff cluster, continues to work with its zoned families to lower its mobility and attrition rates year over year. Underlying these two metrics is the need to engage families intentionally to improve their educational experience. With this in mind, Cameron has prioritized engaging students, families, and community members by adding the Family and Community Engagement Coordinator role a few years ago. Positive results of this are evidenced by the successful engagement of 92% of Cameron’s student body through ongoing engagement efforts. Cameron is proud to celebrate being on track this year to having the lowest mobility rate over the past four years (Appendix, Table 31). In order to get to this point, Cameron counselors, the Family and Community Engagement Coordinator, and the campus leadership collaborated to identify families that were interested in withdrawing for reasons within the school’s purview of control and encourage those families to remain at Cameron. In the 2019-2020 school year, these efforts have yielded great results with only 11 of the total 98 withdrawals considering other options within the zone. Another 31 students who withdrew either moved out of the state, became homeschooled, or moved out of district. In addition, as a support to students that move out of zone during the school year and wish to continue their enrollment, Cameron offers MTA bus passes. Currently, 22 families take advantage of this service. Lastly, Cameron’s current enrollment is 84.04% zoned. Because of lower mobility and attrition and increasing enrollment over the last couple of years, Cameron does not currently enroll new students from outside the zone.

D. Explain how the school provides a safe environment and addresses the physical, social, emotional, and health needs of students.

Cameron’s first step in addressing the full needs of students begins with a robust Student Needs Assessment. This assessment, which is translated into multiple languages, is given within the first month of school and again in the spring to allow for pre- and post-data collection. Responses are analyzed by the

school counseling team and used to determine supports for individual students, subgroups, and the whole school. Some examples of recent actions taken in response to the data include the formation of small groups, individual counseling, referral to outside agencies (therapy, Department of Children Services, Big Brothers Big Sisters, etc.), and school-wide culture initiatives.

Meeting the social and emotional needs of Cameron students is a critical component of Cameron's culture. Cameron staffs three full-time school counselors who run a comprehensive school counseling program using the guidelines of the American School Counseling Association. School counselors develop, implement, and evaluate a data driven school counseling program. They use a student needs assessment and the school/network goals to determine the direction of programming. It is the responsibility of the school counselor to promote and enhance student achievement through the delivery of short-term and long-term interventions tied to standards in academic, career, and personal/social development. Cameron also staffs a Student Support Coordinator for each grade level who enforces the maintenance of high cultural expectations to protect the learning environment for all students, coaches students and families through their navigation of school behavioral systems, facilitates restorative conversations between students and teachers, analyzes student behavior data and plans responsive services accordingly, and anticipates student behavior needs and proactively addresses them. These supports are further reinforced by a strong partnership with Centerstone counseling services in Nashville.

Cameron staff creates and provides a safe environment by diligently maintaining consistent, high expectations. Students feel safe at school because they know exactly what is expected of them. Cameron utilizes many strategies to communicate with both students and adults those exact expectations, including detailed minute-by-minute routines at the beginning of the year, a Leadership Academy in the first week of school for students that sets cultural expectations, and a normed point and mark system. These are reinforced throughout the year with schoolwide systems walkthroughs, grade level walkthroughs and professional development time used to reinforce expectations.

To address the health needs of students, Cameron provides a full-time, certified LPN nurse. Through Well Child, Cameron provides health and vision screenings for all 6th and 8th graders; students eligible for TennCare also receive full physicals. This year, Cameron also partnered with Meharry Medical College to provide dental cleanings for students.

To provide for the physical safety of students, Cameron follows and trains staff members on MNPS crisis procedures. While the district has not advised MNPD to staff a full-time School Resource Officer at Cameron, a zoned neighborhood school, Cameron has engaged an informal partnership with Metro Police and Metro School Security to have full lines of communication open throughout the day and secure a MNPD officer to support during dismissal. Cameron continues to encourage MNPS to work with MNPD to prioritize assigning a licensed police officer to the campus for the future.

E. Describe the trend in students' discipline data and any changes made to address areas that have increased over time.

Since Cameron's first year serving all four grades (2014-15), the percentage of students suspended has been cut in half (Table 21).

**Table 21. Suspensions Over Time**

School Year	Individual Suspensions	Individual Students	Percent of All Students
2014 - 2015	248	138	17.6%
2015 - 2016	167	110	14%
2016 - 2017	232	105	11.9%
2017 - 2018	152	77	9.1%
2018 - 2019	125	75	8.8%

*Source: Metro Nashville Public Schools Data Warehouse*

Cameron has been able to decrease suspension numbers by investing time in determining which types of behaviors will never, sometimes, and always result in suspension. Research shows that exclusionary practices are ineffective, so Cameron has worked to create guidelines for suspension that align with the expectations of the district.

Over the last five years, Cameron has seen a steady incline in the number of cyberbullying incidents reported in lower grades, as well as an incline in other online events that negatively affect students during the school day. To address this, Cameron has done the following:

- The Assistant Principal of Students, in conjunction with counselors, create and implement school-wide guidance lessons, differentiated by grade level, at the beginning of the school year. The lessons focus on cyber safety and cyberbullying.
- All staff revisited cyber safety and cyberbullying with students in small discussion groups known as Crew meetings throughout the year
- The Family and Community Engagement Coordinator and school counselors go to Cameron's feeder elementary schools to present to families of rising 5th graders about the changes they can expect from their students as they go to middle school, including a typical increased involvement in an "online lifestyle". Presenters make recommendations for how families can best talk with their children about their online life and safety.
- MNPS School security and MNPD have spoken with Cameron students on several occasions about the long-term consequences of poor choices made online now.

F. Explain how the school has made community connections and developed working relationships with parents and families.

As a part of our continued efforts to improve family engagement, Cameron is excited to share that it has successfully engaged 92% of families (roughly 648 students) through family engagement efforts led by the Family and Community Engagement Coordinator. This includes campus-led initiatives, such as on-going parent/teacher meetings; on- and off-campus events, like involvement in the Family LEADership Team; and community partnerships, like those with Meharry Medical Center, University



School of Nashville, Casa Azafran, NAZA After-School Alliance, and Harvest Hands. This year, Cameron began its implementation of Possip, which provides weekly surveys to parents to gauge parent satisfaction with Cameron and elicit feedback. Cameron averages around 120 responses through Possip a week. One of the more well-known engagement initiatives is Student-Led Conferences (SLCs), which Cameron conducts annually. During SLCs, every student communicates successes and challenges from the year and reviews individual academic progress with family members and/or community volunteers. This year, 180 students were able to complete their SLC with a family member who came in.

G. Explain how the school sustains a well-functioning organizational structure and provides for personnel stability and effective teacher retention.

LEAD Public Schools has exceptional organizational capacity at both the school and the network level, as well as a well-developed leadership succession plan. At the network level, LPS's Executive Leadership Team consists of a Chief Executive Officer, Chief Financial Officer, two Heads of Schools, and a Director of Academics, all of whom have extensive experience in education and business. This leadership group is supported by human resource, operations, finance, academic, and enrollment teams. The LEAD model is executed at the school level under the direction of the Head of Schools in close collaboration with the school principal. Students with exceptional education or English Learner needs are supported by specially certified staff who remain in close communication with district and network supports.

At the school level, the administrative structure includes assistant principals focused on both instruction and student support, multiple instructional coaches, and counselors, among other roles. Cameron has established a strong employee value proposition, focused on retaining and developing high quality teachers. As such, there is approximately one instructional leader at Cameron for every eight teachers, aligning both the educational environment and job responsibilities of the team toward teacher development and efficacy. Teachers are evaluated using the TEAM rubric, and LEAD places a strong focus on using this evaluation to provide individual coaching plans for each teacher and administered by coaches. LEAD's compensation model is aligned to performance on the TEAM rubric and most teachers are compensated at a rate higher than they would be at other local district schools. In addition to the compensation plan, LEAD has crafted a benefits package that allows up to 16 weeks of paid leave for primary caretakers after one year of service.

H. Explain the governing board's oversight and how are they involved in making decisions for the school and how they provide oversight?

The school is governed by an experienced Board of Directors, with member expertise in a range of industries including public education, law, business, and entrepreneurial growth. The Board of Directors also includes a parent representative. The Board of Directors regularly requests and receives reports on academic, financial, operational, compliance, and strategic results that are documented in approved minutes to meetings and posted publicly on LEAD's website. The Board establishes academic, financial, and enrollment goals each year and tracks progress regularly. The Board has successfully ensured that long-term executive leadership is in place and that effective succession planning is occurring. Board trainings are conducted annually, and the Board holds leadership accountable for delivering and reporting on academic outcomes. Various public events are conducted each year where staff, students, and parents have opportunities to interact with board members.

The Board undergoes annual training, evaluates the CEO and provides effective governance and approval of key strategic initiatives, annual budgets, and contracts above an appropriate threshold. The Board

reviews compensation of senior level leaders each year and supports management in evaluating contract proposals. When necessary, the Board takes active involvement in key issues such as facilities identification, renovation, or, in the case of performance issues, corrective action. The nominating function of the Board results in a broad range of expertise, effective fundraising and community relationship capacity in addition to parent engagement as well as legal and compliance support as needed. The Board has legal representation and utilizes it as necessary. Board members have clear expectations and orientation for their roles and participate in various committees to further support the school. A conflict of interest policy is in place and annual conflict affidavits are signed by each board member. The student and staff handbooks each have complaint procedures documented and the Board is available to ensure due process is given to any and all complaints. The Board holds all meetings in accordance with the state's open meetings law and records minutes for all meetings and posts them publicly on our website.

### Section 3: Financial Health

#### A. Address progress toward meeting financial goals outlined in the charter agreement.

While specific financial goals were not outlined in the charter agreement, LEAD Public Schools has met and continues to meet all financial compliance goals including meeting and exceeding performance indicators, securing clean financial audits, and maintaining a healthy cash balance. LEAD is required by its bank to maintain a surplus each year, and LEAD maintains a healthy cash balance (current cash on hand is equivalent to roughly 70 days of expenses). Cash flow is monitored and reported to LEAD's Board Finance Committee on a monthly basis. In addition, LEAD has access to a line of credit through Capstar Bank. While LEAD has never accessed this LOC and does not foresee a need to do so in the future, this line of credit provides additional liquidity should the network require it.

#### B. Report on the fiscal management of the school during the current charter term, based on previously submitted audits and financial reports.

In the past 10 years, LEAD has met or exceeded MNPS Financial Performance Indicators, secured annual clean audits, and has had budget surpluses at Cameron every year, resulting in a strong cash position. LEAD has met financial compliance expectations, including submitting annual budgets and audited financial statements to MNPS and the state in a timely fashion. LEAD has also maintained robust internal controls and a comprehensive set of fiscal policies and procedures. LEAD's Chief Financial Officer has a strong background in accounting and finance, as do many members of the Board of Directors. In addition, LEAD is supported by LBMC, an external accounting vendor that provides financial accounting services.

#### C. Address the alignment between expenditures and the school's mission and plans for student academic growth and staff professional development.

Each year, the LEAD Finance Team works in collaboration with Cameron's School Leadership Team to ensure that resources are aligned to student needs. Most notably, Cameron chooses to fund multiple instructional coaches, a Data and Assessment Coordinator, and student support staff beyond what is funded in the BEP calculation, as those are strategic investments deemed necessary by the School Leadership Team to execute on teacher development and academic growth. Cameron invests over \$70,000 per year in curriculum, intervention tools and instructional materials at the school campus.

#### D. Review how any significant fiscal challenges were addressed during the current charter term.

School funding is intricately tied to student enrollment, and as Cameron has consistently outperformed student enrollment expectations, Cameron has not experienced any significant fiscal challenges during the charter term.

#### E. Describe efforts to operate the school in a financially sound and transparent manner.

Each year, the Cameron budget is set based on anticipated enrollment and the resulting anticipated BEP and federal funding. Financial reports are provided and reviewed by the network Finance Team, School Leadership Team, and Board of Directors on an ongoing basis. Cameron has met or exceeded its budget each year over the past ten years. As Cameron is fully enrolled, the school is not reliant on private fundraising. At the LEAD network level, 3% of expenses are covered by private fundraising. LEAD's

fundraising primarily offsets the cost of the facilities leased from MNPS, as well as strategic investments in areas such as college counseling supports.

Fiscal and governing transparency is critical to maintaining the public trust. LEAD complies with all laws, rules, and regulations for transparency, including making its audited financial results and board meeting schedules available to the public and by posting the required documentation on the LEAD website. LEAD Public Schools has a strong record of compliance with the terms of its charter and applicable state and federal laws, rules and regulations including but not limited to reporting in a timely manner, teacher licensing, open meetings, conflict of interest, and audits.

## Section 4: Future Plans/Projections

A. Provide an overview of the charter school's future goals and plans for goal achievement.

Cameron plans to continue providing a high performing middle school for students zoned to the school.

B. Include the plan for:

1. Academics and updated academic benchmarks (TNReady Scores and TVAAS)

Cameron's future academic benchmarks are to meet the state's Annual Measurable Objective (AMO) targets for growth and ELPA, while making progress on AMO targets for success. To meet these goals, Cameron is doing the following:

- expanding English Learner (EL) programming by adding three teachers per grade level to provide language-specific support within given content areas
- expanding EL and Exceptional Education support by hiring additional coaches
- reviewing and changing curriculum to be more rigorous, beginning with Achievement First math for the 2020-21.

Throughout the course of the year, Cameron staff utilize the assessments given to students to determine progress towards meeting AMO goals and make necessary adjustments to accelerate success.

2. Achievement first

Cameron's achievement goal is to meet or exceed the state-defined AMO targets.

3. Organizational changes (if applicable)

Not applicable.

4. Projected financial security

LEAD does not anticipate any significant differences in the financial performance of Cameron over the next renewal term. Overall, LEAD anticipates continuing to increase teacher salaries in line with increases in the annual BEP rate, currently anticipated to be about 2% to 3% per year. In addition, LEAD is always reviewing ways to reduce expenses on some non-essential areas (for example, renegotiating transportation rates or reducing discretionary spend on some supplies) while reinvesting those resources back into people.

Cameron has operated between 550 and more than 700 students in the past, and as a result, LEAD and Cameron have a good understanding of the staffing model required to serve that number/range of students. If Cameron's enrollment were to decrease during the next renewal term, Cameron would reduce staffing in line with what it has experienced in prior years. For example, Cameron could move from a 6 cohort to a 5 cohort per grade model if needed, which would require fewer electives teachers and interventionist positions.

## 5. Operational management

While LEAD and Cameron do not anticipate any major changes in future operational management, incremental improvements to operations are made every year. One adjustment is that Cameron will have additional staffing dedicated toward monitoring and impacting chronic absenteeism in the 2020-21 school year.

The Cameron facility currently accommodates its full enrollment. LEAD has invested in facilities upgrades and added portables to the property to ensure that this facility continues to meet the needs of students and staff. Based on future projections (see “Enrollment projections over the next 5 years”), enrollment is not anticipated to increase at Cameron. Nonetheless, LEAD and Cameron will continue to work in partnership with the district, the owner of the facility, to ensure that necessary maintenance of the building occurs in a timely and cost-effective manner to ensure a long-term home for this school.

## 6. Enrollment projections over the next 5 years.

The following assumptions were used when considering Cameron’s five-year enrollment projections. The information listed is a combination of information received from MNPS, reporting done collaboratively with the Charter School Growth Fund, and LEAD’s knowledge of current enrollment trends for the district.

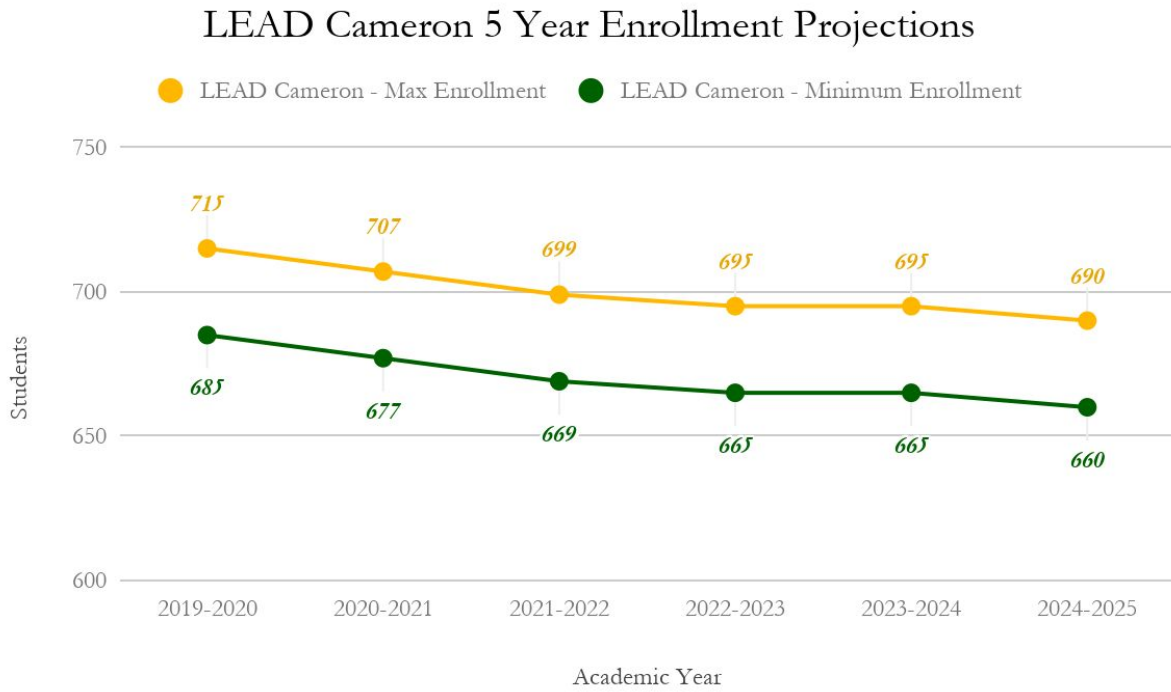
- LEAD does not anticipate dramatic increases in Cameron’s enrollment over the next five years, and, consistent with Cameron’s feeder enrollment, anticipates it to decline gradually.
- South Nashville total enrollment is up, though kindergarten decline (down 14%) signals potential longer term enrollment challenges.<sup>15</sup>
- South Nashville continues to see its enrollment move further south into the Antioch area, where enrollment is growing.
- Cameron’s elementary feeders - Glenview Elementary, Fall Hamilton Enhanced Option, and John B. Whitsitt Elementary - have 3rd and 4th grade enrollment that is trending down (Figure 24).<sup>16</sup>
- In 2016-2017, Cameron had a similar enrollment spike as it did in 2019-2020, after which there was a decline in enrollment.
- Less mobility, lower attrition, and continued improvement with family and community engagement efforts are all contributing factors to the assumption that the decline in enrollment from this year to next will not be dramatic.

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<sup>15</sup> Data was collected from a study done by the Charter School Growth Fund, analyzing the district’s enrollment and neighborhood trends.

<sup>16</sup> Feeder school data was provided by Metro Nashville Public Schools.

**Figure 24. Five Year Enrollment Projections**



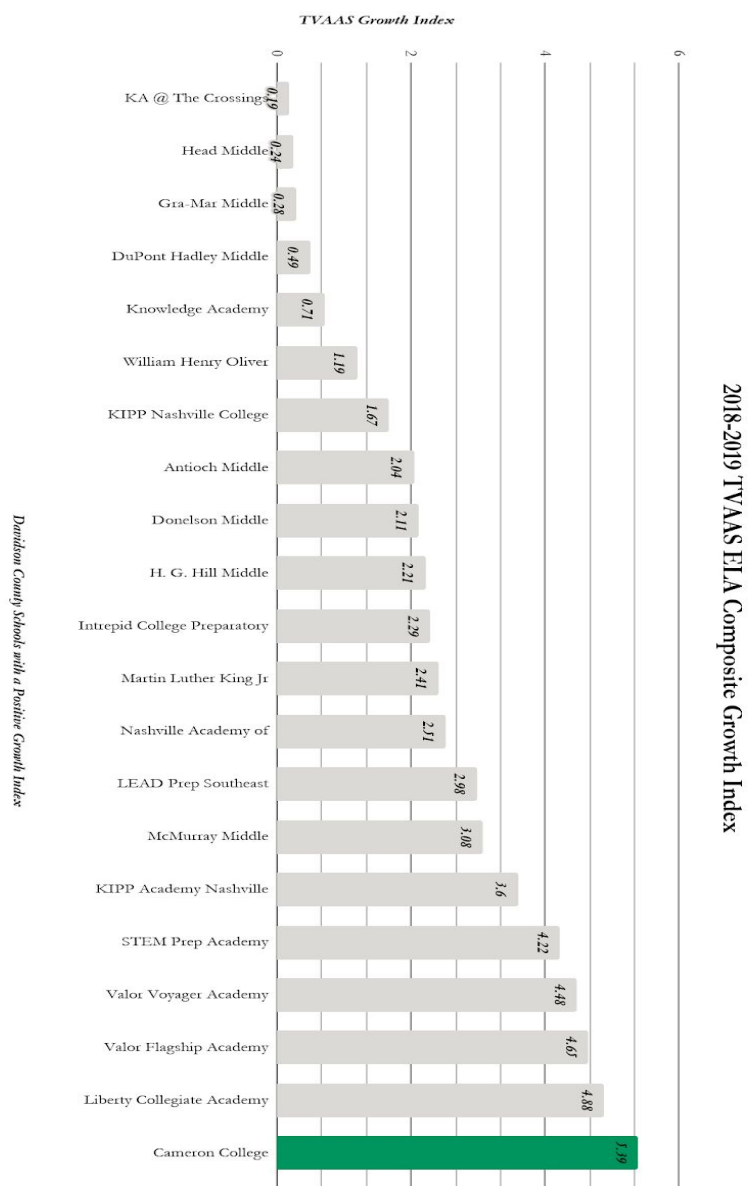
**Source:** Metro Nashville Public Schools Data Warehouse, MNPS Infinite Campus

7. Are you planning to present an amendment application?

No.

## Appendix

Figure 1. 2018-2019 TVAAS ELA Composite Growth Index



**Source:** Tennessee Department of Education School Wide TVAAS 2018-19 Subject-Level

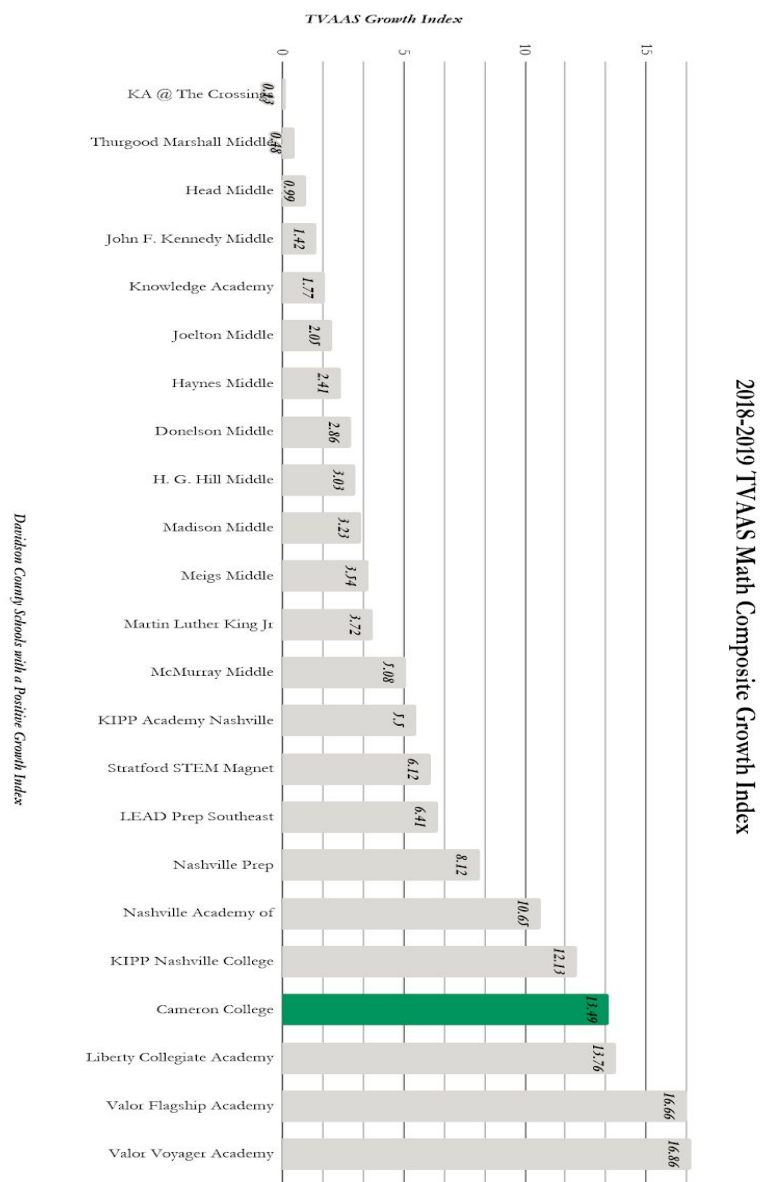


Table 1. 2018-2019 TVAAS ELA Composite Growth Index

<b>Schools with Positive Growth Index</b>	<b>Index</b>	<b>Index Rank</b>
<b>Cameron College Preparatory</b>	<b>5.39</b>	<b>1</b>
Liberty Collegiate Academy	4.88	2
Valor Flagship Academy	4.65	3
Valor Voyager Academy	4.48	4
STEM Prep Academy	4.22	5
KIPP Academy Nashville	3.6	6
McMurray Middle	3.08	7
LEAD Prep Southeast	2.98	8
Nashville Academy of Computer Science	2.51	9
Martin Luther King Jr School	2.41	10
Intrepid College Preparatory Charter School	2.29	11
H. G. Hill Middle	2.21	12
Donelson Middle	2.11	13
Antioch Middle	2.04	14
KIPP Nashville College Prep	1.67	15
William Henry Oliver Middle	1.19	16
Knowledge Academy	0.71	17
DuPont Hadley Middle	0.49	18
Gra-Mar Middle	0.28	19
Head Middle	0.24	20
KA @ The Crossings	0.19	21

**Source:** Tennessee Department of Education School Wide TVAAS 2018-19 Subject-Level

Figure 2. 2018-2019 TVAAS Math Composite Growth Index



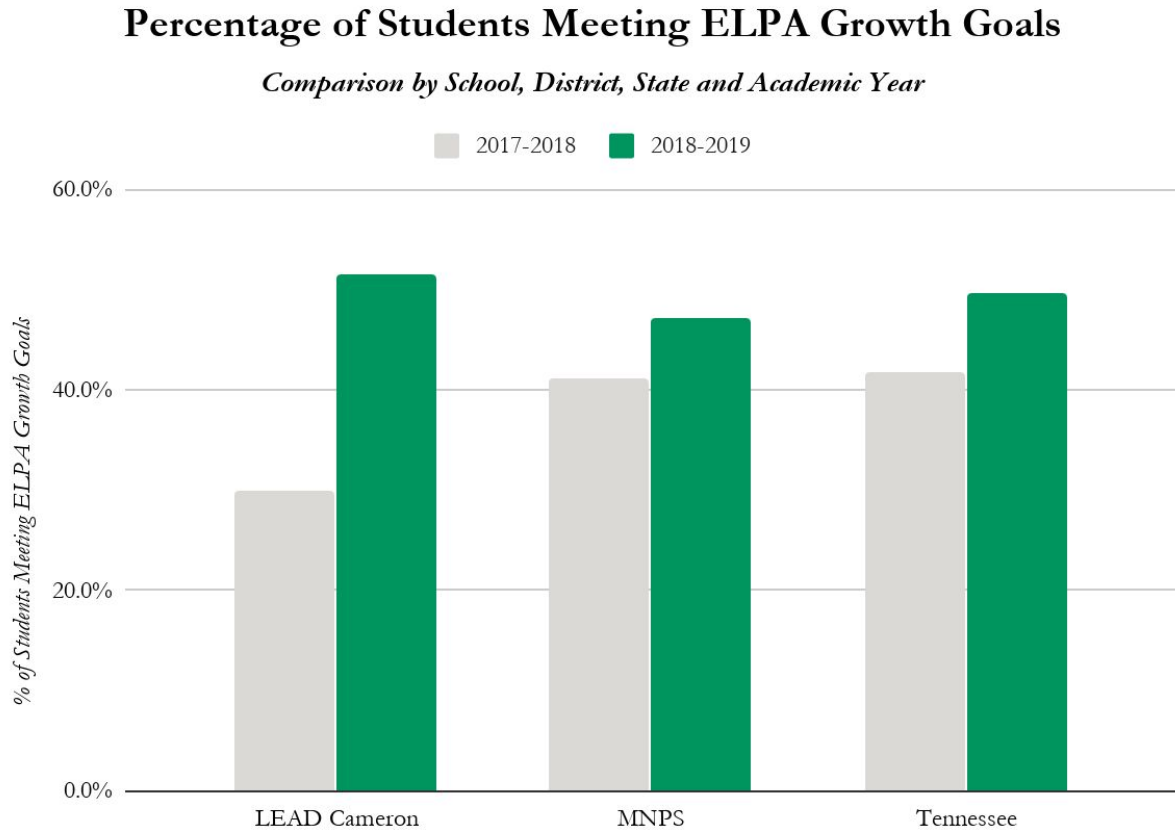
**Source:** Tennessee Department of Education School Wide TVAAS 2018-19 Subject-Level

Table 2. 2018-2019 TVAAS Math Composite Growth Index

<b>Schools with Positive Growth Index</b>	<b>Index</b>	<b>Index Rank</b>
Valor Voyager Academy	16.86	1
Valor Flagship Academy	16.66	2
Liberty Collegiate Academy	13.76	3
<b>Cameron College Preparatory</b>	<b>13.49</b>	<b>4</b>
KIPP Nashville College Prep	12.13	5
Nashville Academy of Computer Science	10.65	6
Nashville Prep	8.12	7
LEAD Prep Southeast	6.41	8
Stratford STEM Magnet School	6.12	9
KIPP Academy Nashville	5.5	10
McMurray Middle	5.08	11
Martin Luther King Jr School	3.72	12
Meigs Middle	3.54	13
Madison Middle	3.23	14
H. G. Hill Middle	3.03	15
Donelson Middle	2.86	16
Haynes Middle	2.41	17
Joelton Middle	2.05	18
Knowledge Academy	1.77	19
John F. Kennedy Middle	1.42	20
Head Middle	0.99	21
Thurgood Marshall Middle	0.48	22
KA @ The Crossings	0.13	23

**Source:** Tennessee Department of Education School Wide TVAAS 2018-19 Subject-Level

Figure 3. Percentage of Students Meeting ELPA Growth Targets: Comparison by School, District and State for Academic Years 2017-2018 and 2018-2019



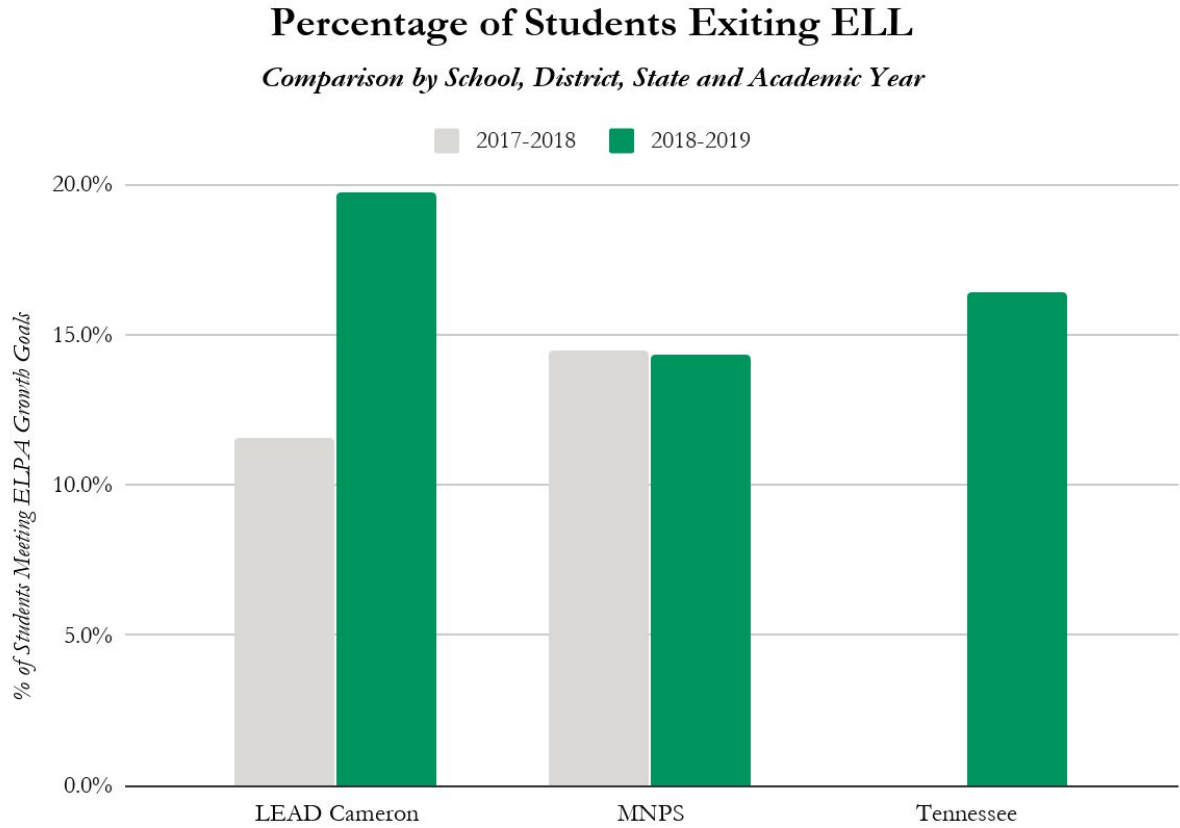
**Source:** Tennessee Department of Education English Language Proficiency Assessment 2019 District Level, 2018 District Level, 2019 School Level, and 2018 School Level

Table 3. 2017-2018 and 2018-2019 Percentage of Students Meeting ELPA Growth Targets

Subgroups	2017-2018			2018-2019		
	LEAD Cameron	MNPS	Tennessee	LEAD Cameron	MNPS	Tennessee
<b>All Students</b>	29.9%	41.2%	41.8%	51.5%	47.1%	49.6%
<b>Asian</b>	--	45.5%	48.7%	N/A	51.1%	52.9%
<b>Black/Hispanic/Native American</b>	30.0%	40.3%	40.3%	51.9%	46.5%	48.4%
<b>Economically Disadvantaged</b>	30.6%	40.7%	40.7%	46.7%	46.9%	48.1%
<b>English Language Learners</b>	29.9%	41.2%	41.8%	51.5%	47.1%	--
<b>Hispanic</b>	29.8%	40.6%	40.4%	52.1%	47.2%	48.6%
<b>Native Hawaiian or Pacific Islander</b>	--	--	15.5%	--	--	--
<b>Non-Economically Disadvantaged</b>	28.8%	42.1%	42.5%	57.0%	47.3%	50.1%
<b>Non-Students with Disabilities</b>	29.9%	41.3%	42.3%	57.9%	49.1%	52.3%
<b>Super Subgroup</b>	29.9%	41.2%	41.8%	51.9%	46.5%	N/A
<b>Unidentified</b>	N/A	27.8%	16.3%	--	--	--
<b>White</b>	32.0%	43.5%	44.8%	30.0%	48.9%	51.5%
<b>American Indian or Alaska Native</b>	--	--	0.0%	--	--	35.4%
<b>Black or African American</b>	--	37.4%	36.0%	50.0%	41.7%	43.9%
<b>Students with Disabilities</b>	--	27.7%	25.5%	27.8%	34.5%	31.4%

*Source: Tennessee Department of Education English Language Proficiency Assessment 2019 District Level, 2018 District Level, 2019 School Level, and 2018 School Level*

Figure 4. Percentage of Students Exiting ELL Comparison by School, District and State for Academic Years 2017-2018 and 2018-2019



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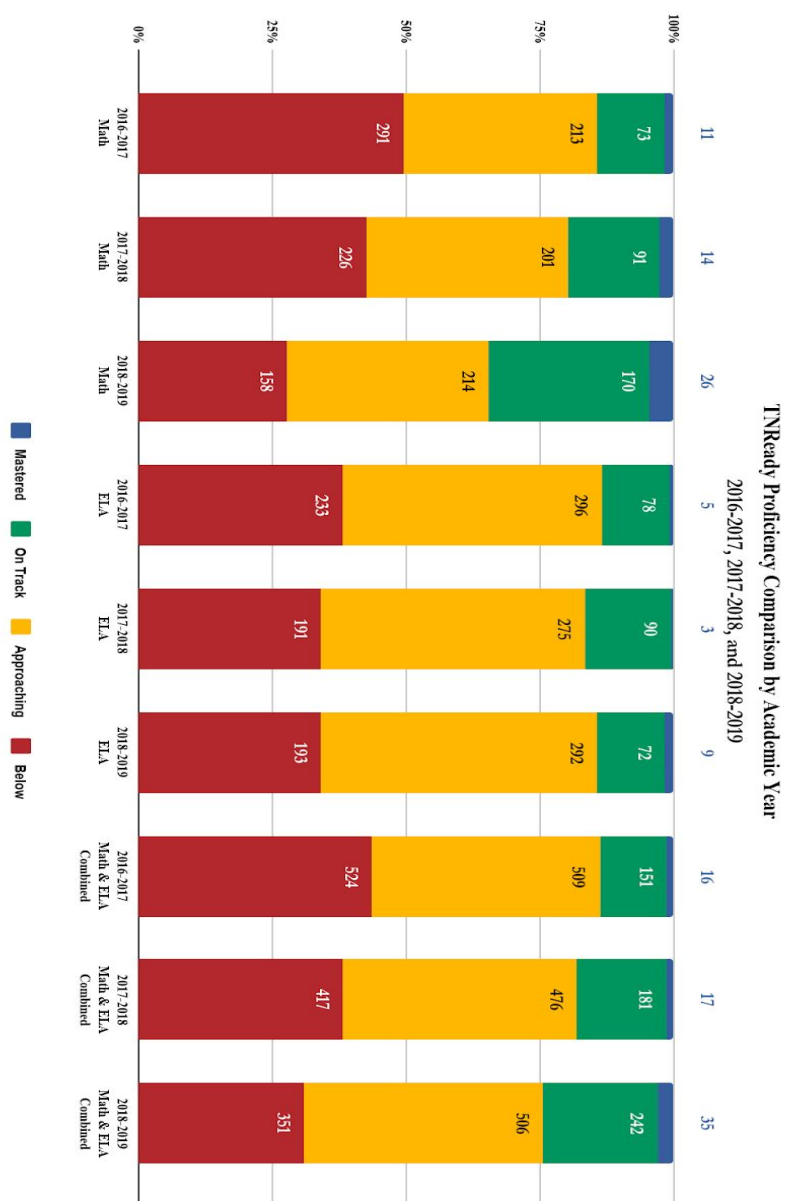
**Source:** Tennessee Department of Education English Language Proficiency Assessment 2019 District Level, 2018 District Level, 2019 School Level, and 2018 School Level

Table 4. 2017-2018 and 2018-2019 Percentage of Students Exiting ELL

Subgroups	2017-2018			2018-2019		
	LEAD Cameron	MNPS	Tennessee	LEAD Cameron	MNPS	Tennessee
<b>All Students</b>	11.6%	14.5%	--	19.7%	14.3%	16.4%
<b>Asian</b>	--	18.6%	--	--	21.7%	26.6%
<b>Black/Hispanic/Native American</b>	12.3%	13.9%	--	18.7%	13.3%	15.0%
<b>Economically Disadvantaged</b>	13.6%	13.9%	--	20.9%	15.5%	16.5%
<b>English Language Learners</b>	11.6%	14.5%	--	19.7%	14.3%	16.4%
<b>Hispanic</b>	12.6%	13.9%	--	19.2%	13.4%	15.0%
<b>Native Hawaiian or Pacific Islander</b>	--	10.0%	--	--	--	9.0%
<b>Non-Economically Disadvantaged</b>	8.5%	15.4%	--	18.7%	13.6%	16.3%
<b>Non-Students with Disabilities</b>	11.6%	14.5%	--	21.8%	15.4%	17.8%
<b>Super Subgroup</b>	11.6%	14.5%	--	18.7%	13.3%	15.0%
<b>Unidentified</b>	--	7.8%	--	--	--	--
<b>White</b>	8.6%	15.6%	--	20.0%	16.5%	19.2%
<b>American Indian or Alaska Native</b>	--	--	--	--	--	25.7%
<b>Black or African American</b>	10.0%	13.9%	--	12.5%	12.4%	14.0%
<b>Students with Disabilities</b>	--	4.8%	--	8.3%	5.5%	6.0%

*Source: Tennessee Department of Education English Language Proficiency Assessment 2019 District Level, 2018 District Level, 2019 School Level, and 2018 School Level*

Figure 5. Overall TNReady Proficiency Bands by Subject Across Three Academic Years



**Source:** SharePoint: TNReady Assessment by School for 2016-2017, 2017-2018, and 2018-2019.



Table 5. Count of TNReady Tests within Each Proficiency Band by Subject Across Three Academic Years

	Math			ELA			Math & ELA Combined		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
<b>Below</b>	291	226	158	233	191	193	524	417	351
<b>Approaching</b>	213	201	214	296	275	292	509	476	506
<b>On Track</b>	73	91	170	78	90	72	151	181	242
<b>Mastered</b>	11	14	26	5	3	9	16	17	35

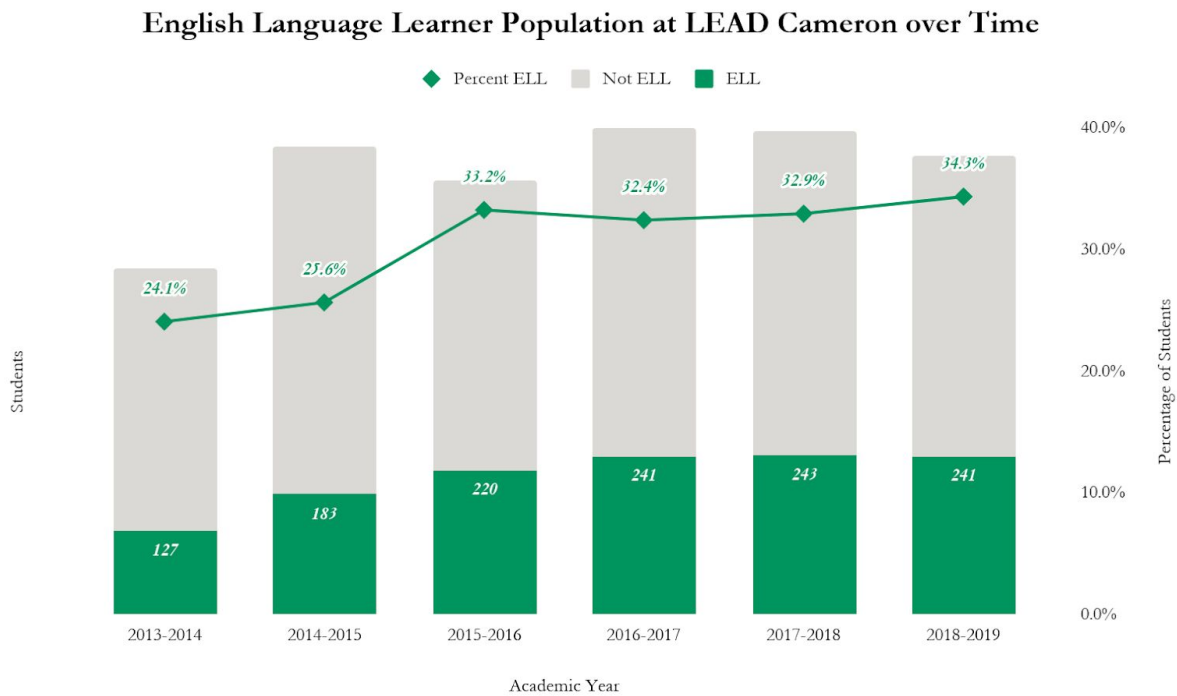
*Source: SharePoint: TNReady Assessment by School for 2016-2017, 2017-2018, and 2018-2019.*

Table 6. Percentage of TNReady Tests within Each Proficiency Band by Subject Across Three Academic Years

	<u>Math</u>			<u>ELA</u>			<u>Math &amp; ELA Combined</u>		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
<b>Below</b>	49.5%	42.5%	27.8%	38.1%	34.2%	34.1%	43.7%	38.2%	31.0%
<b>Approaching</b>	36.2%	37.8%	37.7%	48.4%	49.2%	51.6%	42.4%	43.6%	44.6%
<b>On Track</b>	12.4%	17.1%	29.9%	12.7%	16.1%	12.7%	12.6%	16.6%	21.3%
<b>Mastered</b>	1.9%	2.6%	4.6%	0.8%	0.5%	1.6%	1.3%	1.6%	3.1%

*Source: SharePoint: TNReady Assessment by School for 2016-2017, 2017-2018, and 2018-2019.*

Figure 6. English Language Learner Population Growth at LEAD Cameron Over Time



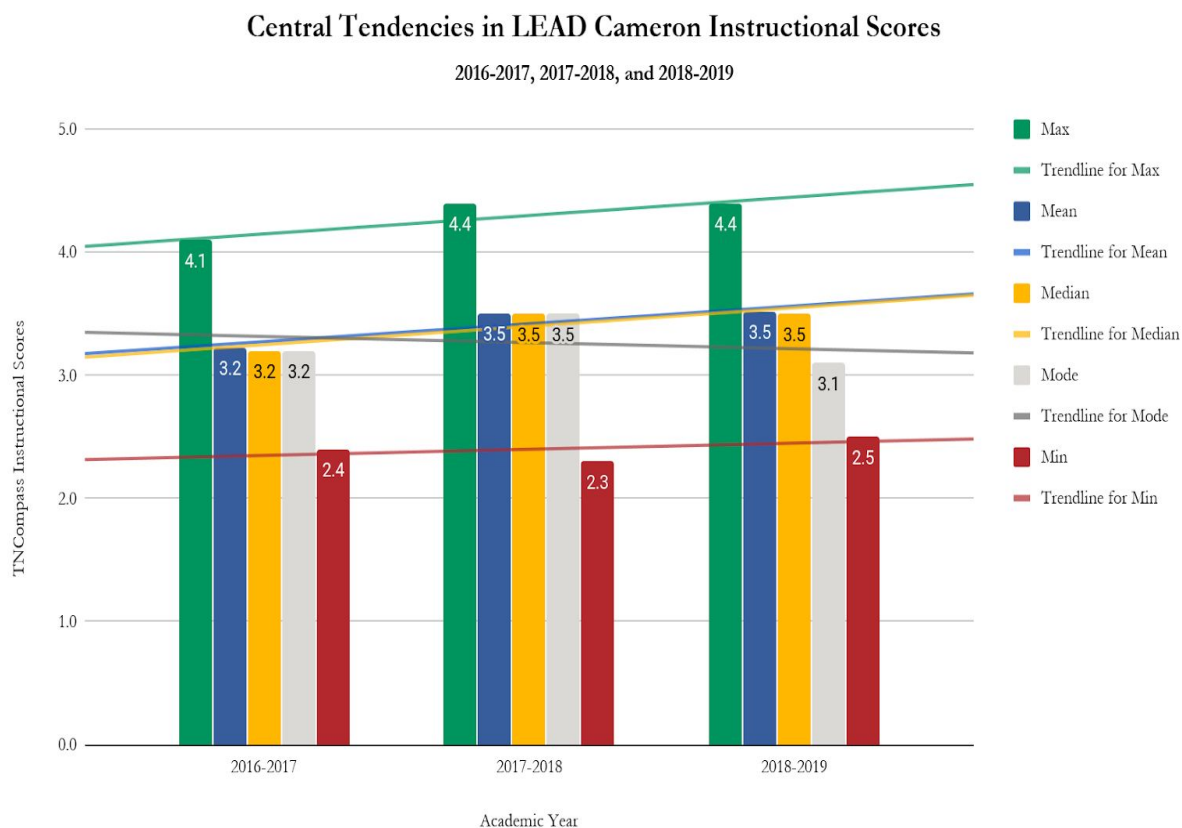
**Sources:** *EIS Research Queries: English Language Learners 2013-2014, 2014-2015, 2015-2016, 2016-2017, 2017-2018, 2018-2019; EIS Standard Reports: Net Enrollment Annual 2013-2014, 2014-2015, 2015-2016, 2016-2017, 2017-2018, 2018-2019; Infinite Campus 2019-2020 as of 2/14/2020.*

Table 7. English Language Learner Population at LEAD Cameron Over Time

	ELL		Not ELL	
	Count	Percent	Count	Percent
<b>2013-2014</b>	127	24.05%	401	75.95%
<b>2014-2015</b>	183	25.63%	531	74.37%
<b>2015-2016</b>	220	33.23%	442	66.77%
<b>2016-2017</b>	241	32.39%	503	67.61%
<b>2017-2018</b>	243	32.93%	495	67.07%
<b>2018-2019</b>	241	34.33%	461	65.67%
<b>2019-2020</b>	319	44.68%	395	55.32%

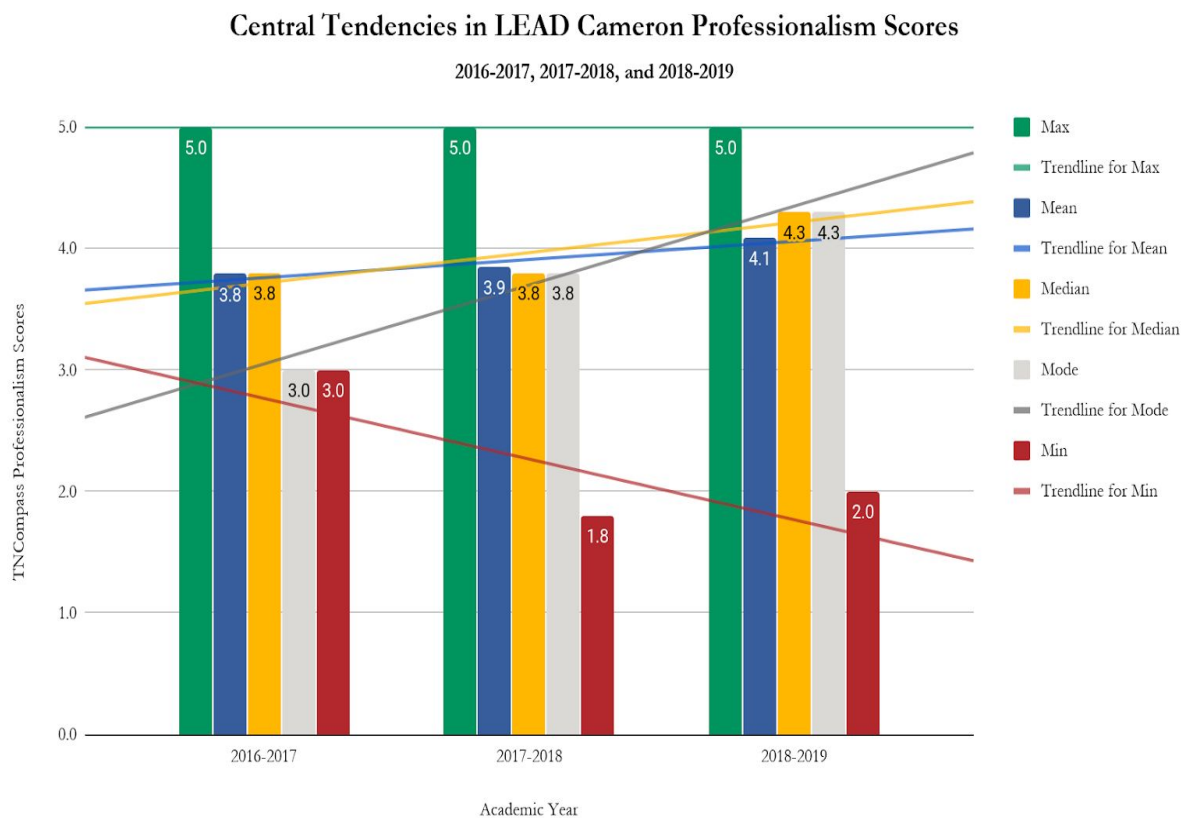
**Sources:** EIS Research Queries: English Language Learners 2013-2014, 2014-2015, 2015-2016, 2016-2017, 2017-2018, 2018-2019; EIS Standard Reports: Net Enrollment Annual 2013-2014, 2014-2015, 2015-2016, 2016-2017, 2017-2018, 2018-2019; Infinite Campus 2019-2020 as of 2/14/2020.

Figure 7. Central Tendencies and Trends Over the Past Three Consecutive Years for LEAD Cameron Teachers' TNCompass Instructional Scores



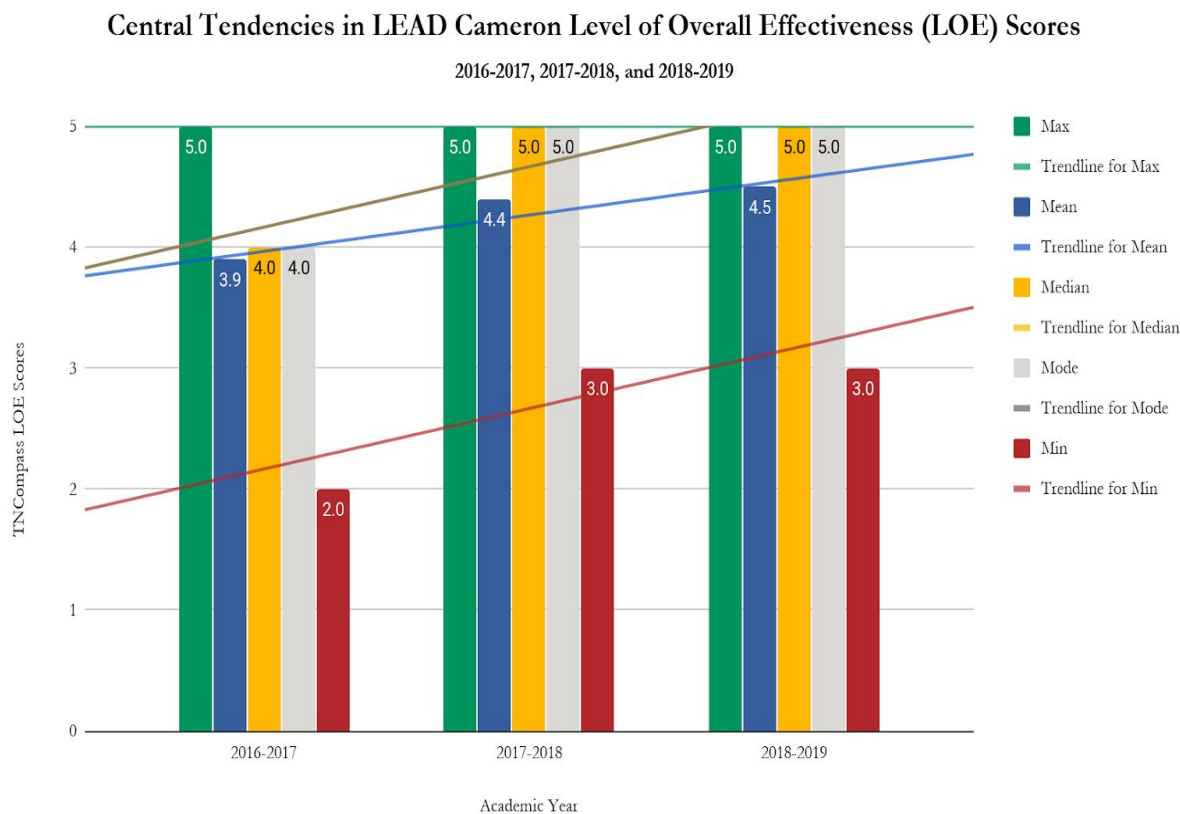
**Source:** TNCompass Instructional Scores 2016-2017, 2017-2018, and 2018-2019.

Figure 8. Central Tendencies and Trends Over the Past Three Consecutive Years for LEAD Cameron Teachers' TNCompass Professionalism Scores



*[Source: TNCompass Professionalism Scores 2016-2017, 2017-2018, and 2018-2019.]*

Figure 9. Central Tendencies and Trends Over the Past Three Consecutive Years for LEAD Cameron Teachers' TNCompass Level of Effectiveness (LOE) Scores



**Source:** TNCompass Level of Effectiveness (LOE) Scores 2016-2017, 2017-2018, and 2018-2019.

Table 8. Central Tendencies for Staff Instructional, Professionalism and Level of Overall Effectiveness Scores Over a Three Year Span

Central Tendency	Instructional				Professionalism				Level of Overall Effectiveness (LOE)			
	16-17	17-18	18-19	Avg	16-17	17-18	18-19	Avg	16-17	17-18	18-19	Avg
<b>Max</b>	4.10	4.40	4.40	4.40	5.00	5.00	5.00	4.92	5.00	5.00	5.00	5.00
<b>Mean</b>	3.23	3.51	3.52	3.40	3.79	3.85	4.09	3.90	3.90	4.40	4.50	4.26
<b>Median</b>	3.20	3.50	3.50	3.40	3.80	3.80	4.30	3.92	4.00	5.00	5.00	4.00
<b>Mode</b>	3.20	3.50	3.10	3.20	3.00	3.80	4.30	4.25	4.00	5.00	5.00	4.00
<b>Min</b>	2.40	2.30	2.50	2.40	3.00	1.80	2.00	2.00	2.00	3.00	3.00	2.00

**Source:** TNCompass "Observation Data Export: Teacher: TEAM General Educator" Report for 2016-2017, 2017-2018, and 2018-2019; TNCompass "Observation Data Export: Teacher: TEAM Professionalism" Report for 2016-2017, 2017-2018, and 2018-2019; TNCompass "Evaluation of Scores by Educator" Report for 2016-2017, 2017-2018, and 2018-2019.



Table 9. Subject Level TVAAS Scores over Time

Subject	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
<b>School-Wide: Composite</b>	5	--	5	5	5
<b>School-Wide: Literacy</b>	5	--	5	5	5
<b>School-Wide: Numeracy</b>	5	--	3	5	5
<b>School-Wide: Literacy and Numeracy</b>	5	--	5	5	5
<b>School-Wide: Science</b>	3	--	5	5	5

**Source:** TDOE: TVAAS Composites: School-Wide TVAAS: 2014-2015, 2015-2016, 2016-2017, 2017-2018, and 2018-2019.

Table 10. MNPS-Davidson County Middle School TVAAS Growth for 2018-2019

Subgroup	1	2	3	4
All Students	17.14%	34.29%	8.57%	40.00%
Black or African American	5.41%	54.05%	16.22%	24.32%
Black/Hispanic/Native American	10.53%	47.37%	10.53%	31.58%
Economically Disadvantaged	15.38%	43.59%	12.82%	28.21%
English Learners with Transitional 1-4	7.32%	36.59%	17.07%	39.02%
Hispanic	14.29%	45.24%	7.14%	33.33%
Students with Disabilities	25.00%	39.58%	16.67%	18.75%
Subgroups	21.74%	43.48%	4.35%	30.43%
Super Subgroup	5.26%	52.63%	7.89%	34.21%
White	11.76%	52.94%	8.82%	26.47%

Note: 1-4 indicate the performance band for each subgroup based on how they performed relative to their goals; 4 is the highest, while 1 is the lowest. Percentages represent the percentage of middle schools in each indicator by subgroup.

Source: *TDOE: Accountability Indicator Scores and Data for Schools: School-Level 2019*

Table 11. MNPS-Davidson County Middle School TVAAS Achievement for 2018-2019

<b>Subgroup</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>All Students</b>	50.00%	20.00%	16.00%	14.00%
<b>Black or African American</b>	50.00%	23.91%	13.04%	13.04%
<b>Black/Hispanic/Native American</b>	51.06%	23.40%	14.89%	10.64%
<b>Economically Disadvantaged</b>	52.08%	29.17%	8.33%	10.42%
<b>English Learners with Transitional 1-4</b>	41.18%	38.24%	5.88%	14.71%
<b>Hispanic</b>	31.58%	28.95%	21.05%	18.42%
<b>Students with Disabilities</b>	46.15%	38.46%	12.82%	2.56%
<b>Subgroups</b>	58.82%	17.65%	5.88%	17.65%
<b>Super Subgroup</b>	59.18%	16.33%	14.29%	10.20%
<b>White</b>	19.44%	27.78%	22.22%	30.56%

Note: 1-4 indicate the performance band for each subgroup based on how they performed relative to their goals; 4 is the highest, while 1 is the lowest. Percentages represent the percentage of middle schools in each indicator by subgroup.

*Source: TDOE: Accountability Indicator Scores and Data for Schools: School-Level 2019*

Table 12. LEAD Cameron ELPA Scores by Subgroup for 2018-2019

<b>Subgroup</b>	
<b>All Students</b>	3
<b>Black or African American</b>	3
<b>Black/Hispanic/Native American</b>	3
<b>Economically Disadvantaged</b>	2
<b>English Learners with Transitional 1-4</b>	3
<b>Hispanic</b>	3
<b>Students with Disabilities</b>	1
<b>Subgroups</b>	2.25
<b>White</b>	1

Note: A 3 indicates the AMO target was met.

***Source:** TDOE: Accountability Indicator Scores and Data for Schools: School-Level 2019*

Table 13. TNReady Proficiency Band Comparison for Integrated Math during the 2016-2017 Academic Year

	<b>LEAD Cameron</b>	<b>MNPS</b>	<b>Tennessee</b>
<b>Number On Track &amp; Mastered</b>	14	161	179
<b>Number of Valid Tests</b>	30	412	445
<b>Percent On Track &amp; Mastered</b>	47%	39%	40%

***Source:** TDOE: State Assessments: Assessment Files: School-Level 2017*

Table 14. Averaged Student Culture Survey Data for Academic Years 2016-2017, 2017-2018, and 2018-2019

Question or Prompt	Students who (Strongly) Agree
<b>I have an adult in the school I know I can trust</b>	81.40%
<b>My teachers believe in me</b>	89%
<b>My school is a good place to learn</b>	90.9

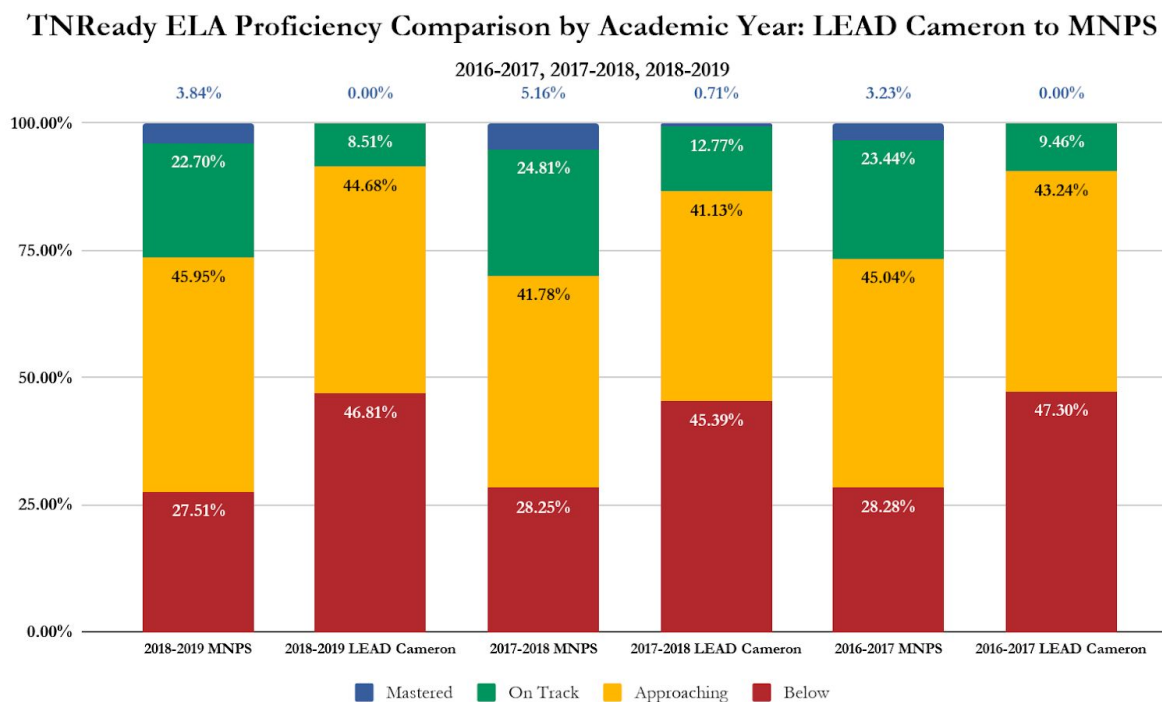
**Source:** Internal LEAD Cameron School Culture Surveys Completed by Students for Academic Years 2016-2017, 2017-2018, and 2018-2019.

Table 15. LEAD Cameron Students with Disabilities Population over Time

Academic Year	Count SpEd	Percent SpEd
2014-2015	62	10.60%
2015-2016	66	11.00%
2016-2017	87	12.90%
2017-2018	78	12.50%
2018-2019	86	13.27%
2019-2020	77	10.88%

**Sources:** TDOE: Profile and Demographic Information: Profile Data Files: School-Level 2014-2015, 2015-2016, 2016-2017, and 2017-2018. Easy IEP 2018-2019, 2019-2020.

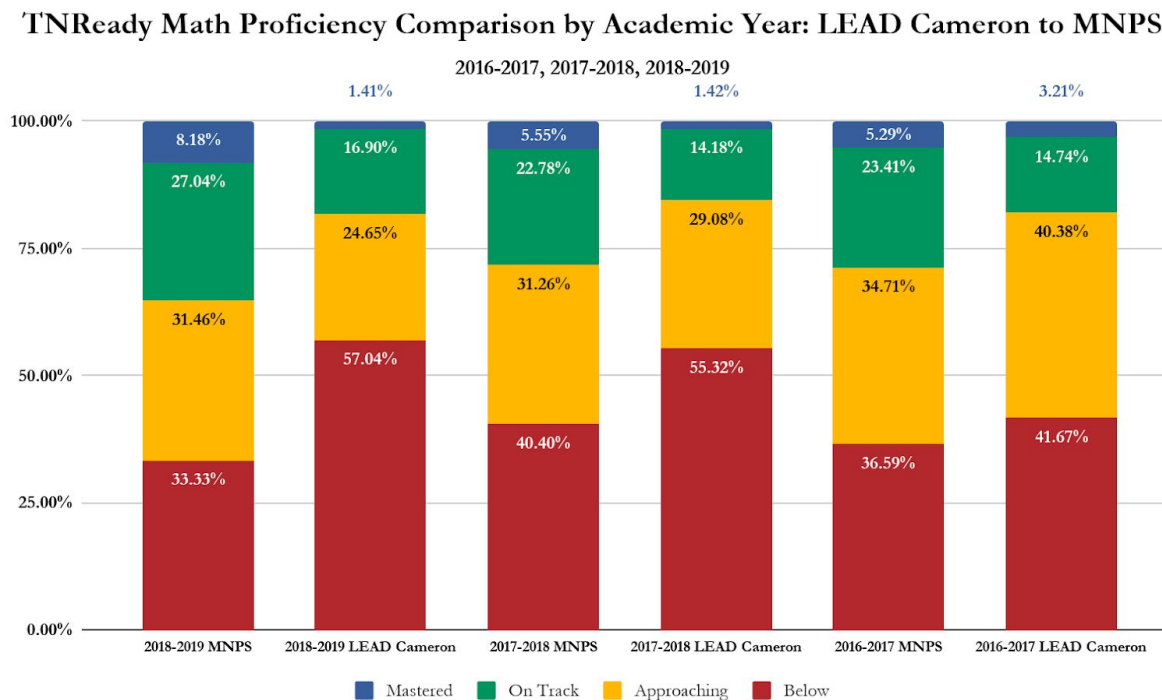
Figure 10. LEAD Cameron and ELA MNPS TNReady Proficiency Comparison for Incoming 5th Graders during their 4th Grade Year for Academic Years 2016-2017, 2017-2018, and 2018-2019



**Source:** MNPS Data Warehouse: Assessment Details for Active Students: Enrollment Year 2019-2020 for 2018-2019 Testing, Enrollment 2018-2019 for 2017-2018 Testing, and Enrollment Year 2017-2018 for 2016-2017 Testing.



Figure 11. LEAD Cameron and MNPS Math TNReady Proficiency Comparison for Incoming 5th Graders during their 4th Grade Year for Academic Years 2016-2017, 2017-2018, and 2018-2019



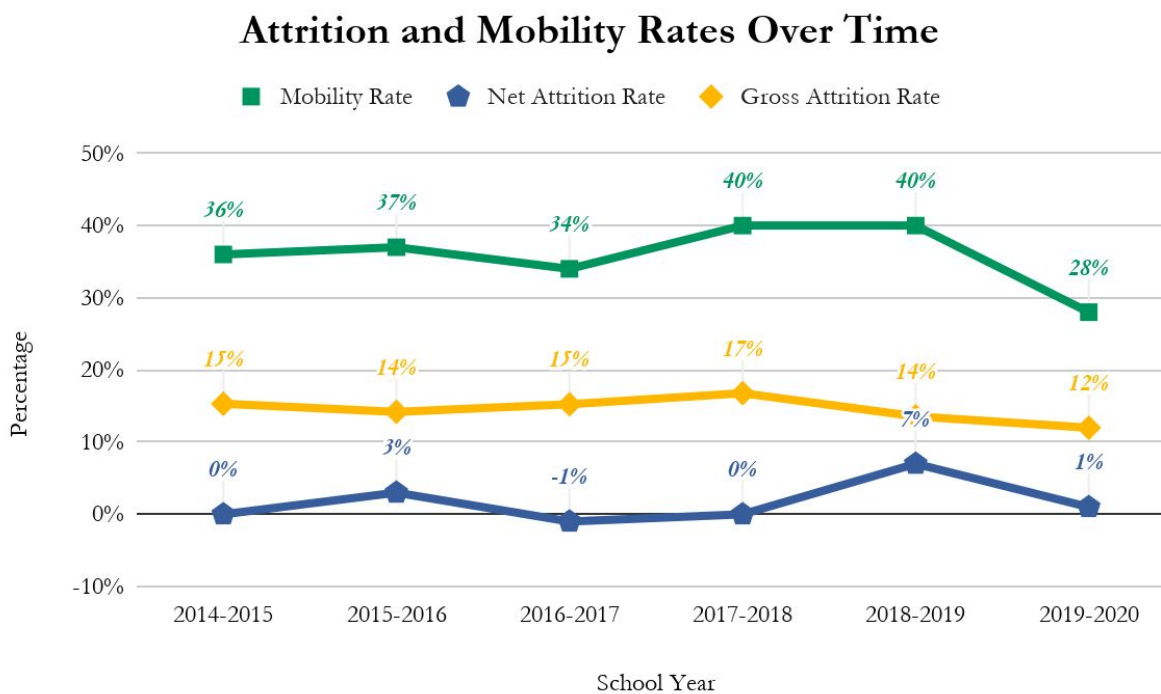
**Source:** MNPS Data Warehouse: Assessment Details for Active Students: Enrollment Year 2019-2020 for 2018-2019 Testing, Enrollment 2018-2019 for 2017-2018 Testing, and Enrollment Year 2017-2018 for 2016-2017 Testing.

Table 16. Percentage of 5th Graders Below the RIT National Norm for Reading and Mathematics by Academic Year

Academic Year	Reading	Mathematics
Fall 2014-2015	81.25%	86.88%
Fall 2015-2016	82.19%	84.35%
Fall 2016-2017	76.97%	83.15%
Fall 2017-2018	77.06%	79.41%
Fall 2018-2019	76.82%	78.52%
Fall 2019-2020	82.89%	86.41%

**Source:** NWEA MAP 5th Grade Fall RIT Scores for Academic Years 2014-2015, 2015-2016, 2016-2017, 2017-2018, 2018-2019, and 2019-2020.

Figure 12. Rate of LEAD Cameron’s Student Population Change Over Time Measured by Mobility, Net Attrition and Gross Attrition



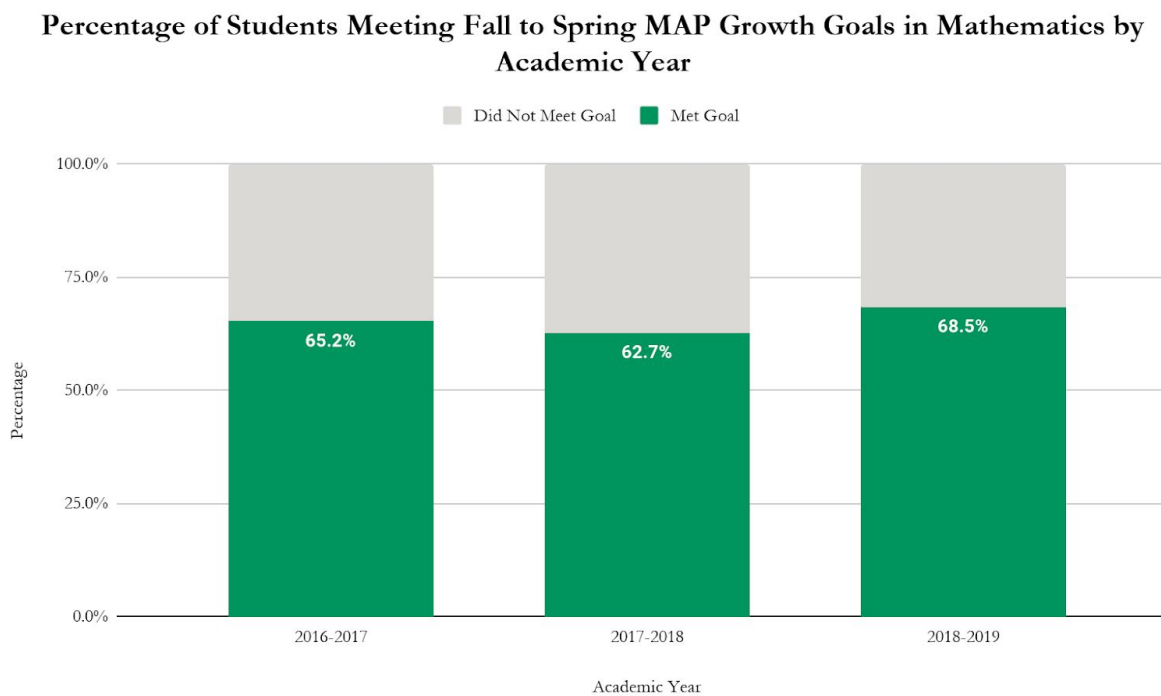
**Source:** EIS: Research Queries: Mobility and Attrition as of the eleventh day of school for academic years 2014-2015, 2015-2016, 2016-2017, 2017-2018, 2018-2019, and 2019-2020.

Table 17. Rate of LEAD Cameron’s Student Population Change Over Time Measured by Mobility, Net Attrition and Gross Attrition

School Year	Mobility Rate	Net Attrition Rate	Gross Attrition Rate
2014-2015	36%	0%	15%
2015-2016	37%	3%	14%
2016-2017	34%	-1%	15%
2017-2018	40%	0%	17%
2018-2019	40%	7%	14%
2019-2020	28%	1%	12%

**Source:** EIS: Research Queries: Mobility and Attrition as of the eleventh day of school for academic years 2014-2015, 2015-2016, 2016-2017, 2017-2018, 2018-2019, and 2019-2020; The Higher Education Statistics Agency defines (gross) attrition, also called non-continuation, as “the number of individuals who leave a programme of study before it has finished.” (HESA)

Figure 13. Student Fall to Spring Growth Mathematics Goal Attainment for NWEA MAP Scores by Academic Year



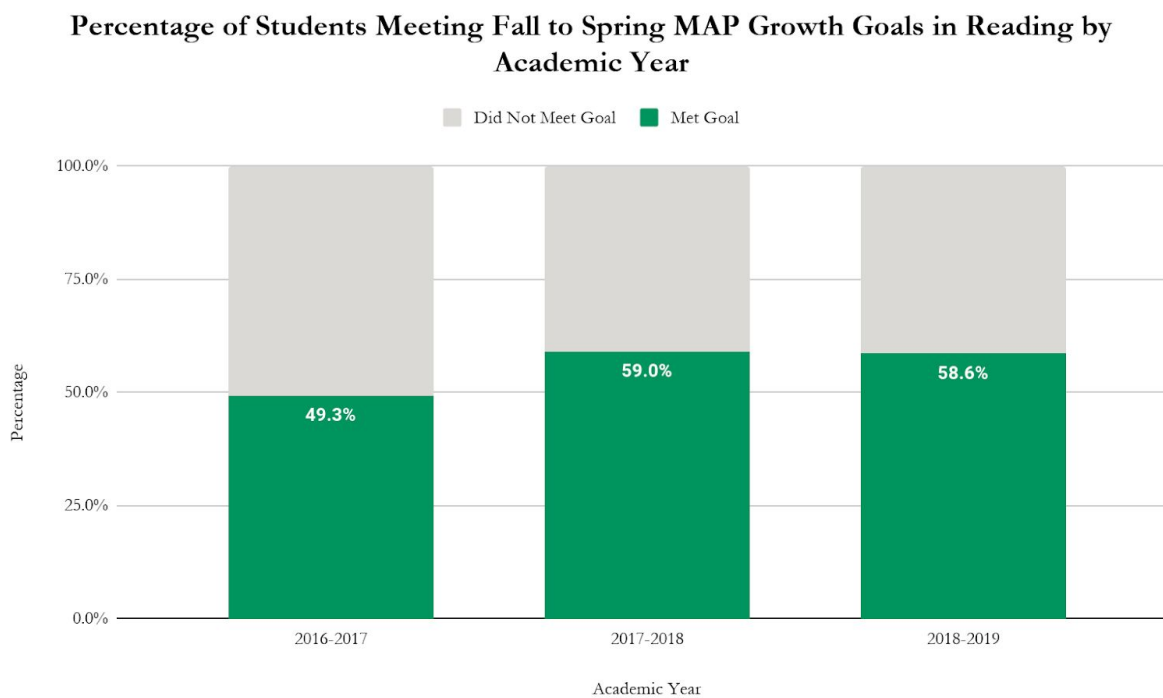
**Source:** NWEA MAP with Fall and Spring Mathematics data for 2016-2017, 2017-2018, and 2018-2019.

Table 18. Student Fall to Spring Growth Mathematics Goal Attainment for NWEA MAP Scores by Academic Year

	Met Goal	Did Not Meet Goal
<b>2016-2017</b>	65.2%	34.8%
<b>2017-2018</b>	62.7%	37.3%
<b>2018-2019</b>	68.5%	31.5%

***Source:** NWEA MAP with Fall and Spring Mathematics data for 2016-2017, 2017-2018, and 2018-2019.*

Figure 14. Student Fall to Spring Reading Growth Goal Attainment for NWEA MAP Scores by Academic Year



**Source:** NWEA MAP with Fall and Spring Reading data for 2016-2017, 2017-2018, and 2018-2019.

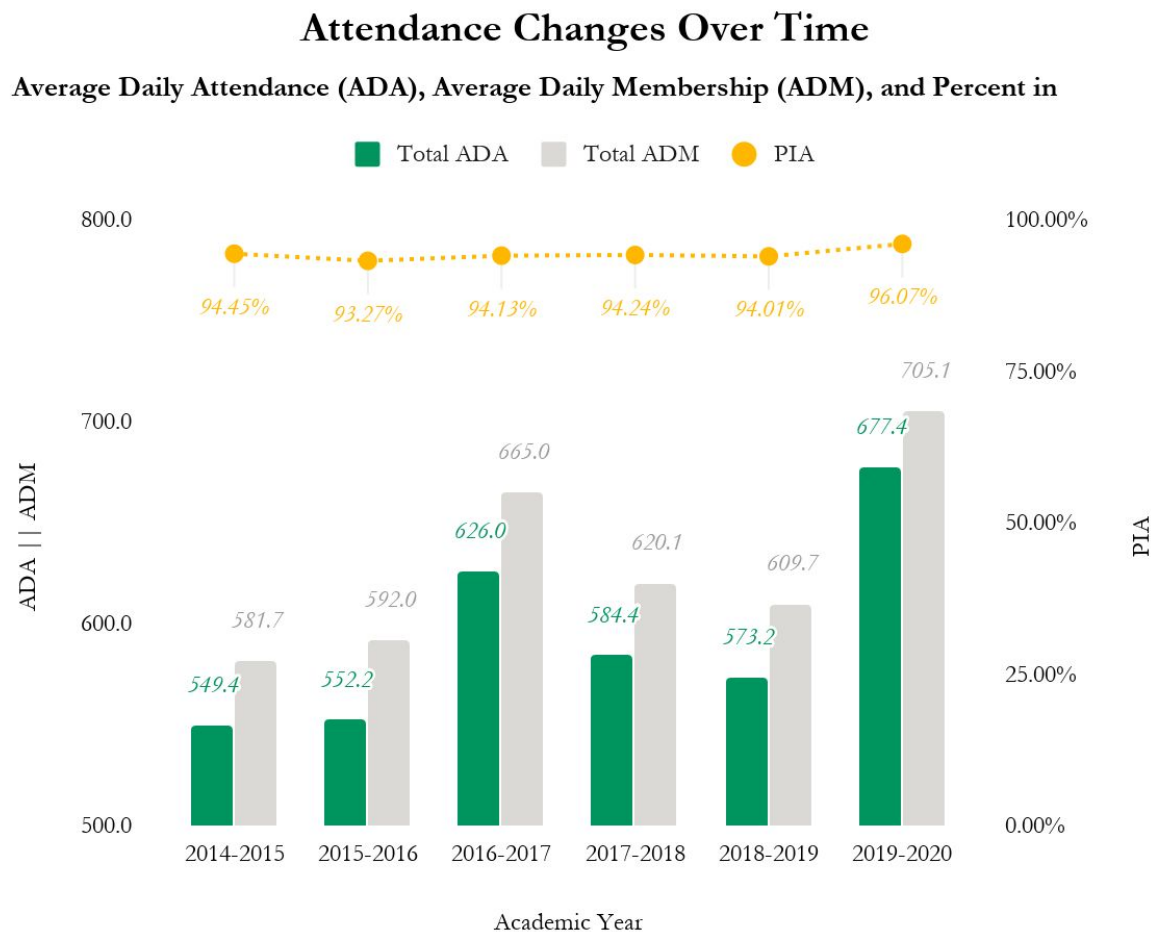
Table 19. Student Fall to Spring Reading Growth Goal Attainment for NWEA MAP Scores by Academic Year

	Percent Meeting Goal	Percent Not Meeting Goal
<b>2016-2017</b>	49.3%	50.7%
<b>2017-2018</b>	59.0%	41.0%
<b>2018-2019</b>	58.6%	41.4%

***Source:** NWEA MAP with Fall and Spring Reading data for 2016-2017, 2017-2018, and 2018-2019.*



Figure 15. Attendance Over Time Shown through Average Daily Attendance (ADA), Average Daily Membership (ADM), and Percent in Attendance (PIA)



**Source:** EIS: Standard Reports: Director's Membership Attendance Annual

Table 20. Attendance Over Time Shown through Average Daily Attendance (ADA), Average Daily Membership (ADM), and Percent in Attendance (PIA)

<b>Academic Year</b>	<b>Total Students</b>	<b>Membership</b>	<b>Total ADA</b>	<b>Total ADM</b>	<b>PIA</b>
<b>2015-2016</b>	659	595	552.2	592.0	93.27%
<b>2016-2017</b>	739	658	626.0	665.0	94.13%
<b>2017-2018</b>	733	620	584.4	620.1	94.24%
<b>2018-2019</b>	691	633	573.2	609.7	94.01%
<b>2019-2020</b>	810	706	677.4	705.1	96.07%

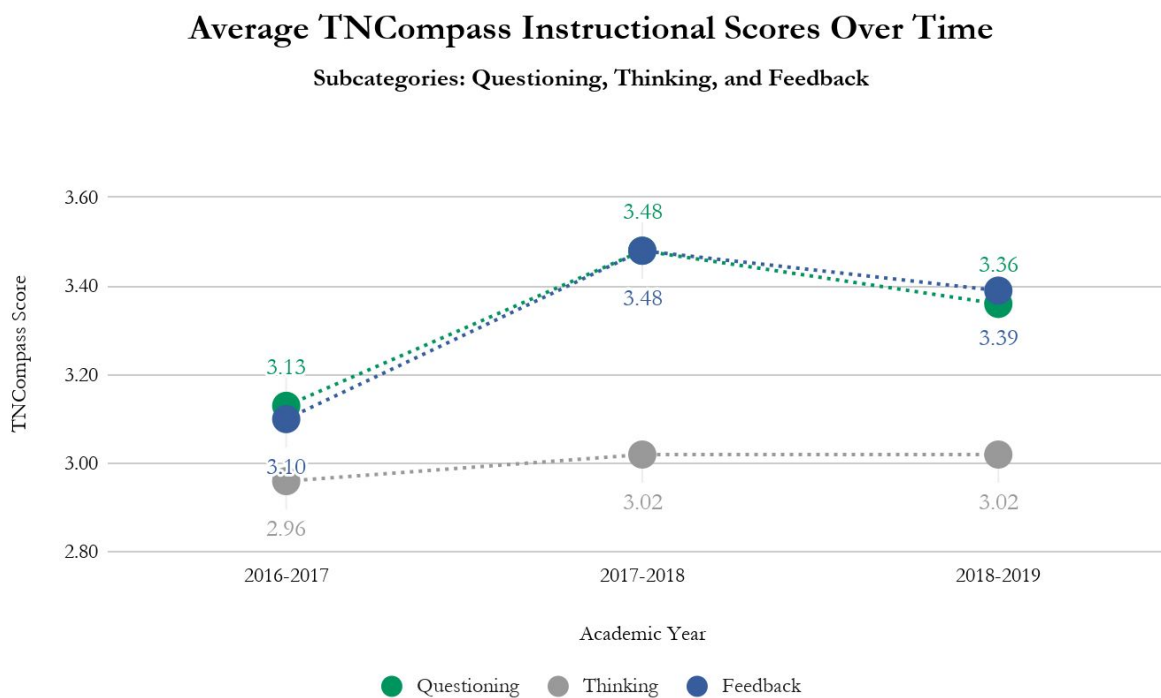
***Source:** EIS: Standard Reports: Director's Membership Attendance Annual*

Table 21. Suspensions Over Time

School Year	Individual Suspensions	Individual Students	Percent of All Students
2014 - 2015	248	138	17.6%
2015 - 2016	167	110	14%
2016 - 2017	232	105	11.9%
2017 - 2018	152	77	9.1%
2018 - 2019	125	75	8.8%

*Source: Metro Nashville Public Schools Data Warehouse*

Table 16. TNCompass Average Instructional Scores for the Questioning, Thinking, and Feedback Subcategories Over a Three Year Span



**Source:** TNCompass "Observation Data Export: Teacher: TEAM General Educator" Report for 2016-2017, 2017-2018, and 2018-2019

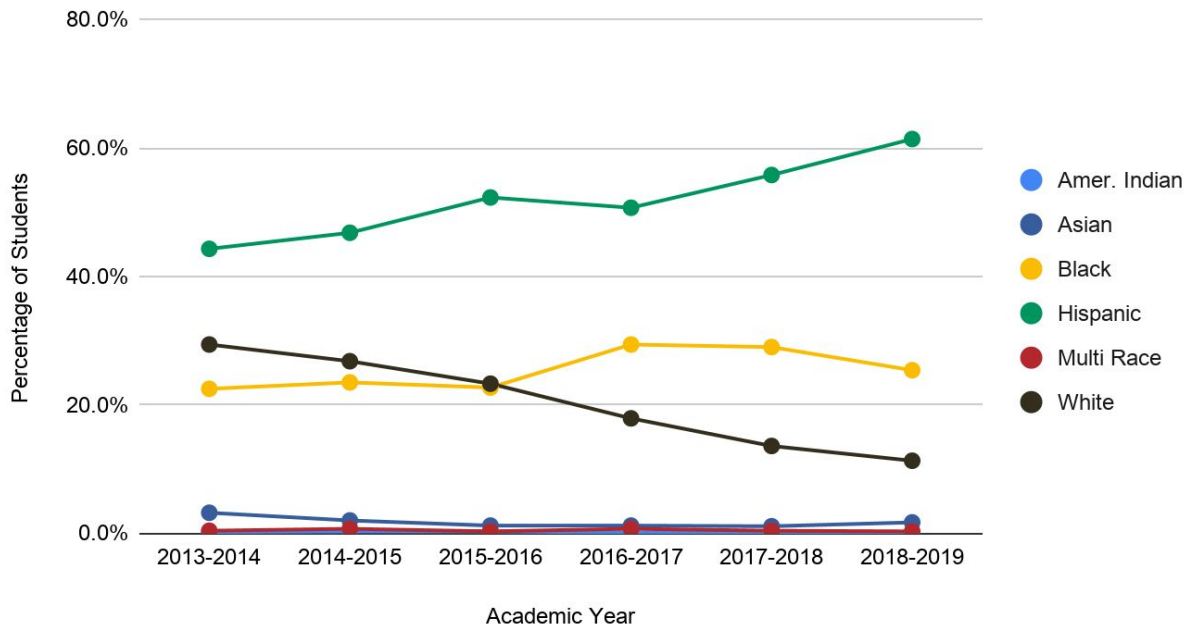
Table 22. TNCompass Average Instructional Scores for the Questioning and Thinking Subcategories Over a Three Year Span

	Questioning	Thinking	Feedback
<b>2016-2017</b>	3.13	2.96	3.10
<b>2017-2018</b>	3.48	3.02	3.48
<b>2018-2019</b>	3.36	3.02	3.39

**Source:** TNCompass "Observation Data Export: Teacher: TEAM General Educator" Report for 2016-2017, 2017-2018, and 2018-2019

Figure 17. Percentages of the Student Population by Race and Ethnicity Over Time

### Ethnicity and Race as a Percentage of the Student Population throughout Time



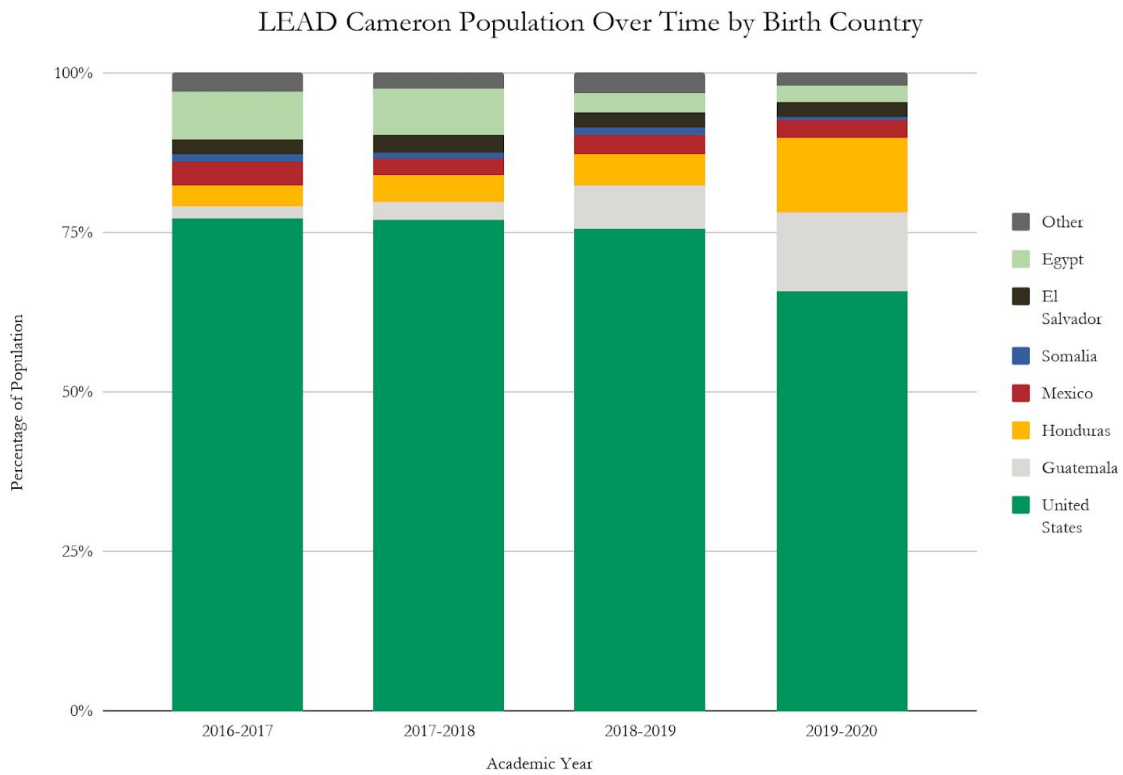
Source: EIS

Table 23. Percentages of the Student Population by Race and Ethnicity Over Time

<b>Race/Ethnicity</b>	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>2017-2018</b>	<b>2018-2019</b>
<b>Amer. Indian</b>	0.2%	0.3%	0.3%	0.1%	0.1%	0.0%
<b>Asian</b>	3.2%	2.0%	1.2%	1.2%	1.1%	1.7%
<b>Black</b>	22.5%	23.5%	22.7%	29.4%	29.0%	25.4%
<b>Hispanic</b>	44.3%	46.8%	52.3%	50.7%	55.8%	61.4%
<b>Multi Race</b>	0.4%	0.7%	0.3%	0.7%	0.4%	0.3%
<b>White</b>	29.4%	26.8%	23.3%	17.9%	13.6%	11.3%

*Source: EIS*

Figure 18. Student Population by Birth Country Over Time



**Source:** Metro Nashville Public Schools Infinite Campus enrollment data for students enrolled at the end of the academic year (2016-2017, 2017-2018, 2018-2019) and currently enrolled (2019-2020).

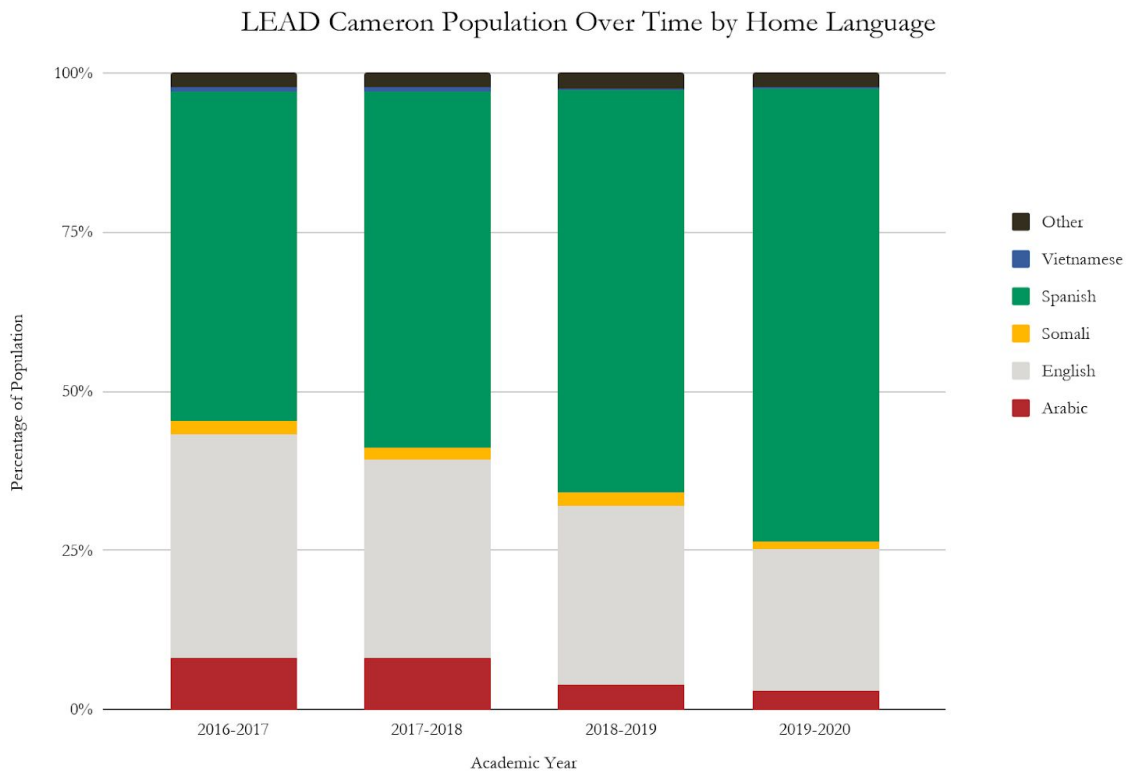


Table 24. Total Student Population by Birth Country Over Time

	<b>United States</b>	<b>Guatemala</b>	<b>Honduras</b>	<b>Mexico</b>	<b>Somalia</b>	<b>El Salvador</b>	<b>Egypt</b>	<b>Other</b>
<b>2016-2017</b>	513	13	21	25	8	16	50	19
<b>2017-2018</b>	484	17	27	16	6	17	46	15
<b>2018-2019</b>	489	45	31	20	7	16	20	20
<b>2019-2020</b>	469	89	82	20	3	18	17	15

***Source:** Metro Nashville Public Schools Infinite Campus enrollment data for students enrolled at the end of the academic year (2016-2017, 2017-2018, 2018-2019) and currently enrolled (2019-2020).*

Figure 19. Total Student Population by Home Language Over Time



**Source:** Metro Nashville Public Schools Infinite Campus enrollment data for students enrolled at the end of the academic year (2016-2017, 2017-2018, 2018-2019) and currently enrolled (2019-2020).

Table 25. Total Student Population by Home Language Over Time

	Arabic	English	Somali	Spanish	Vietnamese	Other
<b>2016-2017</b>	54	233	15	344	4	15
<b>2017-2018</b>	51	195	12	352	4	14
<b>2018-2019</b>	26	182	13	410	1	16
<b>2019-2020</b>	22	157	9	507	2	16

**Source:** Metro Nashville Public Schools Infinite Campus enrollment data for students enrolled at the end of the academic year (2016-2017, 2017-2018, 2018-2019) and currently enrolled (2019-2020).

Table 26. Proficiency on TNReady Three Testing Administrations

		ELA			MATH		
		2016-2017	2017-2018	2018-2019	2016-2017	2017-2018	2018-2019
ELL	<b>Below</b>	67.2%	61.2%	59.8%	62.3%	61.1%	43.3%
	<b>Approaching</b>	32.3%	35.4%	39.6%	31.9%	27.4%	45.7%
	<b>On Track</b>	0.5%	3.4%	0.6%	5.8%	10.9%	11.0%
	<b>Mastered</b>	0.0%	0.0%	0.0%	0.0%	0.6%	0.0%
ExEd	<b>Below</b>	67.6%	64.9%	68.5%	73.3%	67.3%	63.5%
	<b>Approaching</b>	31.0%	28.1%	28.8%	22.5%	24.1%	29.7%
	<b>On Track</b>	1.4%	7.0%	2.7%	2.8%	6.9%	5.4%
	<b>Mastered</b>	0.0%	0.0%	0.0%	1.4%	1.7%	1.4%
All	<b>Below</b>	38.1%	34.2%	34.1%	49.5%	42.5%	27.8%
	<b>Approaching</b>	48.4%	49.2%	51.6%	36.2%	37.8%	37.7%
	<b>On Track</b>	12.7%	16.1%	12.7%	12.4%	17.1%	29.9%
	<b>Mastered</b>	0.8%	0.5%	1.6%	1.9%	2.6%	4.6%

*Source: Metro Nashville Public Schools Data SharePoint Three Year Aggregated Summary*

Figure 20. Spring Insight 2019 Index Score and Percentile

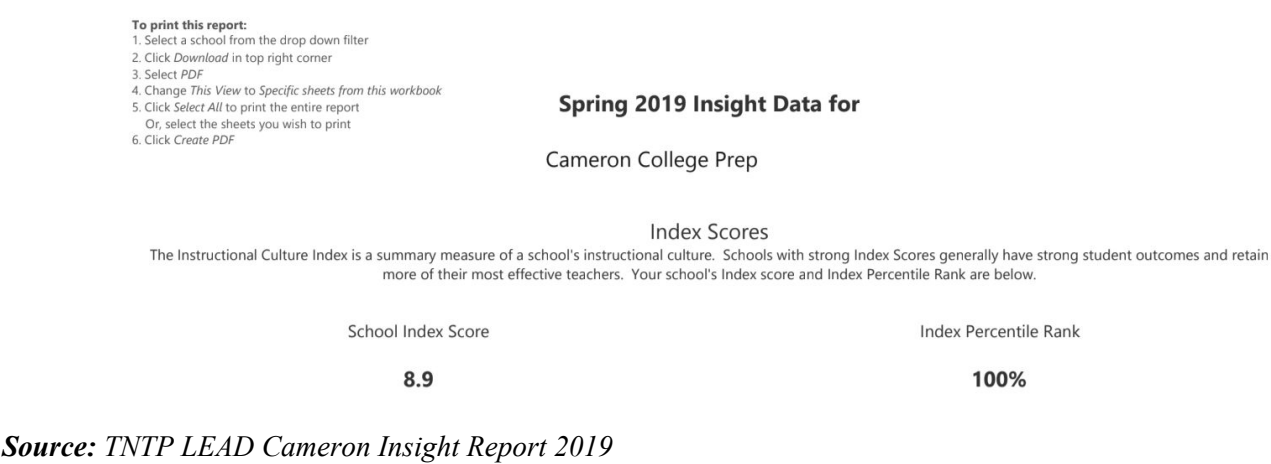


Figure 21. Example of Impact of Coaching on Teacher Development and Student Learning

Example of Impact of Coaching on Teacher Development and Student Learning																								
<p><b>TEAM Growth Round 1 → Round 2, 2019</b></p> <p>Presenting Instructional Content: 3 → 5</p> <p>Academic Feedback: 3 → 4</p> <p>Questioning: 3 → 4</p> <p><b>Coaching Action Steps for this teacher:</b></p> <p>Create purposeful, oral check for understanding for each sub objective and use them to disperse thinking through intentional cold call</p> <p>Check students' independent work to determine whether they're learning what you're teaching by 1) naming the lap 2) plan your track 3) exemplar in hand 4) check answers against your exemplar 5) track correct and incorrect answers</p> <p>Increase the rigor by letting students unpack their own errors &amp; building a solution</p> <p>1) use an example that mirrors the expectation you want them to meet then</p> <p>2) ask "what is the difference between what you wrote and this example?"</p>		<p><b>End of Unit Assessment Growth</b></p> <table> <tr> <th></th><th>RL.KID.2</th><th>RL.KID.3</th><th>RL.CS.4</th><th>RL.CS.6</th></tr> <tr> <td>2019 TNReady</td><td>48%</td><td>48%</td><td>54%</td><td>22%</td></tr> <tr> <td>End of Unit 1 Assessment</td><td>78.90%</td><td>66.60%</td><td>63.80%</td><td>48.80%</td></tr> <tr> <td>End of Unit 2 Assessment</td><td>86.40%</td><td>69.90%</td><td>77.80%</td><td>80.60%</td></tr> </table> <p>This chart highlights the growth of standards that were assessed on both the End-of-Unit 1 and End-of-Unit 2 assessments. There were four overlying standards. Each percentage represents the number of points earned towards a particular standard. These standards are measured and tracked this way to match Tennessee Department of Education's method of tracking standards on TNReady. Not only is there growth from one End-of-Unit assessment to another, but there is substantial growth from how students scored on the 2019 TNReady assessment.</p>				RL.KID.2	RL.KID.3	RL.CS.4	RL.CS.6	2019 TNReady	48%	48%	54%	22%	End of Unit 1 Assessment	78.90%	66.60%	63.80%	48.80%	End of Unit 2 Assessment	86.40%	69.90%	77.80%	80.60%
	RL.KID.2	RL.KID.3	RL.CS.4	RL.CS.6																				
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End of Unit 2 Assessment	86.40%	69.90%	77.80%	80.60%																				
<p><b>Teacher Narrative</b></p> <p>The improvements in my scores for both Feedback and Questioning came as a direct result of professional development, and receiving specific, actionable steps via coaching. Incorporating consistent [Aggressive Monitoring], and anticipating places in the lesson where there may be student misconceptions allows me to plan targeted questions to push students toward mastery.</p> <p>Questioning, Feedback and Presenting instructional Content are all intertwined. Individual student data collected during the lesson provides an opportunity to give feedback targeted to the individual. One week, my coaching feedback related directly to this. In a writing conference, I worked with a student on her thesis, and told her how she needed to change it. The feedback I received was to use questioning to guide student thinking, allowing students to produce their own, replicable thesis.</p> <p>Moving forward, I planned questions to scaffold student thinking to craft a strong thesis, and the impact was as you would expect: regardless of where their starting point was, students began writing stronger thesis statements. Individual data collected during a lesson [also] provides an opportunity to give whole group feedback. When there is a common error or</p>																								

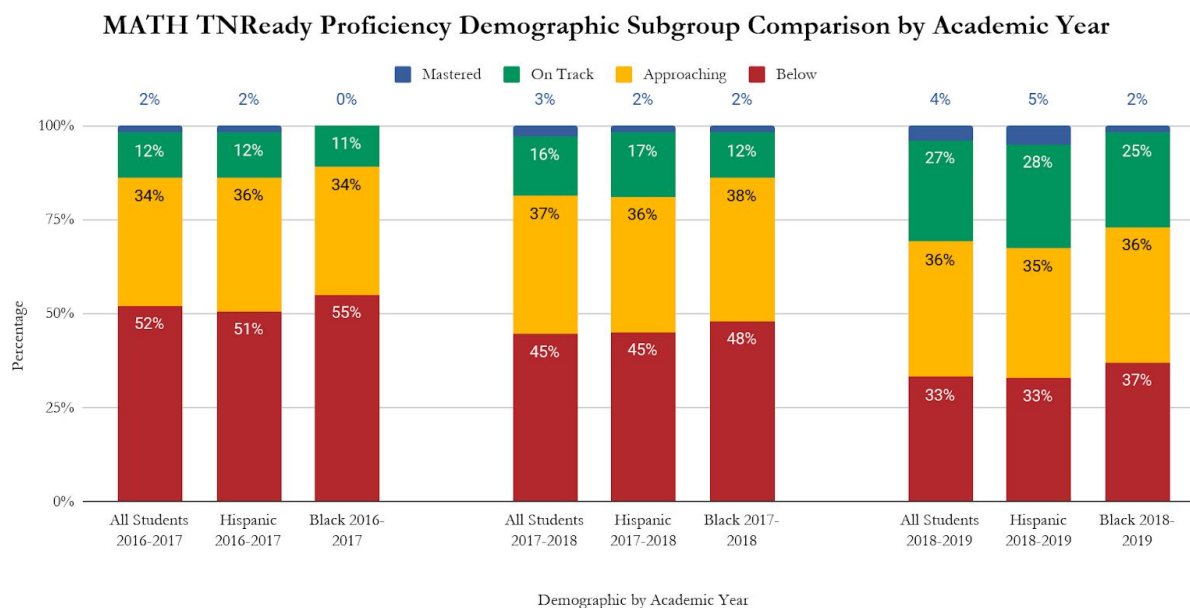
misconception in the class, we pause.

A year ago, I would likely have told students the right answer and had them revise. Now, as a result of consistent coaching and professional development meetings, I use intentional questioning. The questioning provides more insight as to the root of the misconception, and puts the thinking on the students. My coach often comments on moments within the lesson where questioning or internal summaries would work well and align with sub-objectives. As I began incorporating this step in my own lesson planning practice, I watched my TEAM score improve, right alongside student mastery. There is a direct correlation between lesson plans which scored higher in these areas, or reflect the 3-5 range on the TEAM rubric, and the standards where students are achieving the most growth.

*-J. Orozco, 8th grade ELA*

**Source:** *Internal LEAD Cameron Impact of Coaching on Teacher Development and Student Learning*

Figure 22. Math TNReady Comparison between All Students, Black Students, and Hispanic Students by Academic Year



**Source:** Metro Nashville Public Schools Data Warehouse: Assessment: Student Proficiency List: Math TNReady Assessment Scale Scores for 2016-2017, 2017-2018, 2018-2019

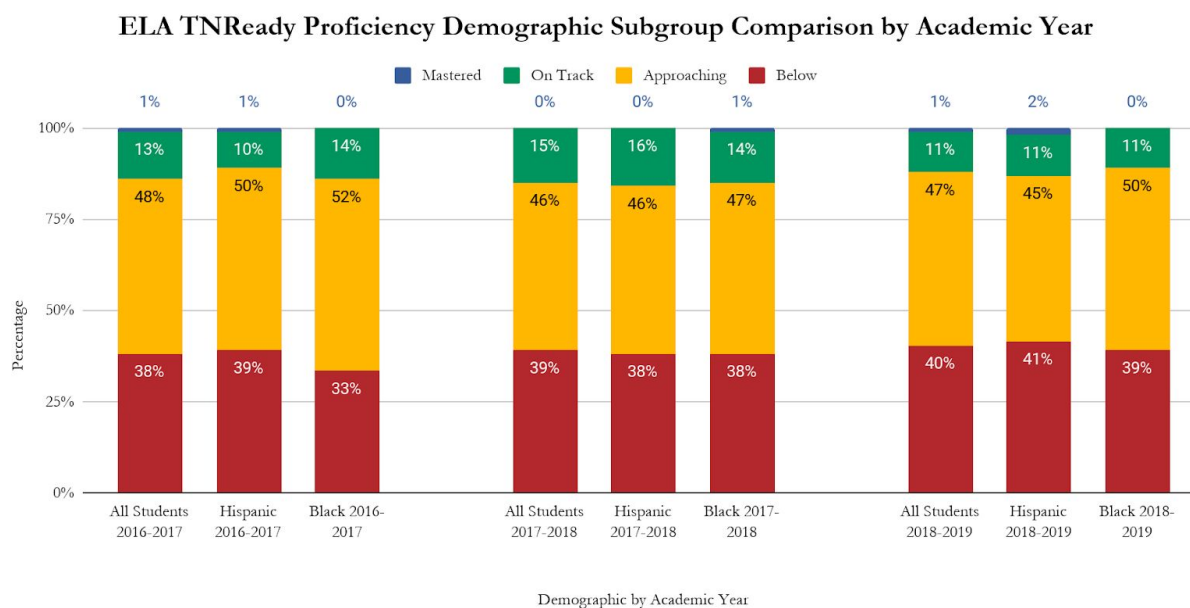


Table 27. Math TNReady Comparison between All Students, Black Students, and Hispanic Students by Academic Year

	2016-2017			2017-2018			2018-2019		
	All	Hispanic	Black	All	Hispanic	Black	All	Hispanic	Black
<b>Below</b>	52%	51%	55%	45%	45%	48%	33%	33%	37%
<b>Approaching</b>	34%	36%	34%	37%	36%	38%	36%	35%	36%
<b>On Track</b>	12%	12%	11%	16%	17%	12%	27%	28%	25%
<b>Mastered</b>	2%	2%	0%	3%	2%	2%	4%	5%	2%

**Source:** Metro Nashville Public Schools Data Warehouse: Assessment: Student Proficiency List: Math TNReady Assessment Scale Scores for 2016-2017, 2017-2018, 2018-2019

Figure 23. ELA TNReady Comparison between All Students, Black Students, and Hispanic Students by Academic Year



**Source:** Metro Nashville Public Schools Data Warehouse: Assessment: Student Proficiency List: ELA TNReady Assessment Scale Scores for 2016-2017, 2017-2018, 2018-2019

Table 28. ELA TNReady Comparison between All Students, Black Students, and Hispanic Students by Academic Year

	2016-2017			2017-2018			2018-2019		
	All	Hispanic	Black	All	Hispanic	Black	All	Hispanic	Black
<b>Below</b>	38%	39%	33%	39%	38%	38%	40%	41%	39%
<b>Approaching</b>	48%	50%	52%	46%	46%	47%	47%	45%	50%
<b>On Track</b>	13%	10%	14%	15%	16%	14%	11%	11%	11%
<b>Mastered</b>	1%	1%	0%	0%	0%	1%	1%	2%	0%

**Source:** Metro Nashville Public Schools Data Warehouse: Assessment: Student Proficiency List: ELA TNReady Assessment Scale Scores for 2016-2017, 2017-2018, 2018-2019

Table 29. Indicator Scores by Subgroup for 2018-2019

<b>Subgroup</b>	<b>Achievement Score</b>	<b>Growth Score</b>	<b>Absenteeism Score</b>
<b>All Students</b>	2	4	2
<b>Asian</b>	--	--	--
<b>Black or African American</b>	2	4	2
<b>Black/Hispanic/Native American</b>	2	4	3
<b>Economically Disadvantaged</b>	3	4	2
<b>English Learners with Transitional 1-4</b>	2	4	3
<b>Hispanic</b>	3	4	4
<b>Students with Disabilities</b>	1	4	4
<b>Subgroups</b>	2	4	3
<b>Super Subgroup</b>	2	4	--
<b>White</b>	3	4	0

**Source:** TDOE: Accountability Indicator Scores and Data for Schools: School-Level 2019; Suppressed School Indicator Scores 2018-2019

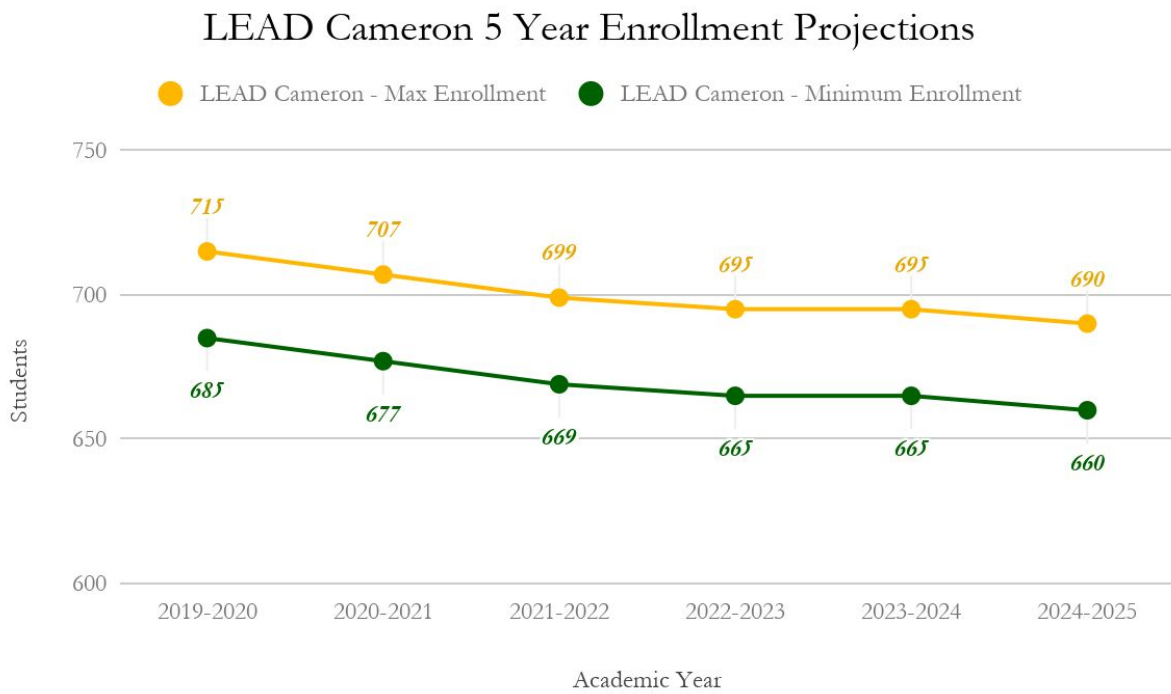
Table 30. TVAAS Growth Scores by Subgroup at Cameron for 2017-2018 and 2018-2019

Subgroup	2017-2018 Growth Score	2018-2019 Growth Score
All Students	4	4
Asian	--	--
Black or African American	4	4
Black/Hispanic/Native American	4	4
Economically Disadvantaged	4	4
English Learners with Transitional 1-4	4	4
Hispanic	4	4
Students with Disabilities	4	4
Subgroups	4	4
Super Subgroup	4	4
White	4	4

Note: 1-4 indicate the performance band for each subgroup based on how they performed relative to their goals; 4 is the highest, while 1 is the lowest.

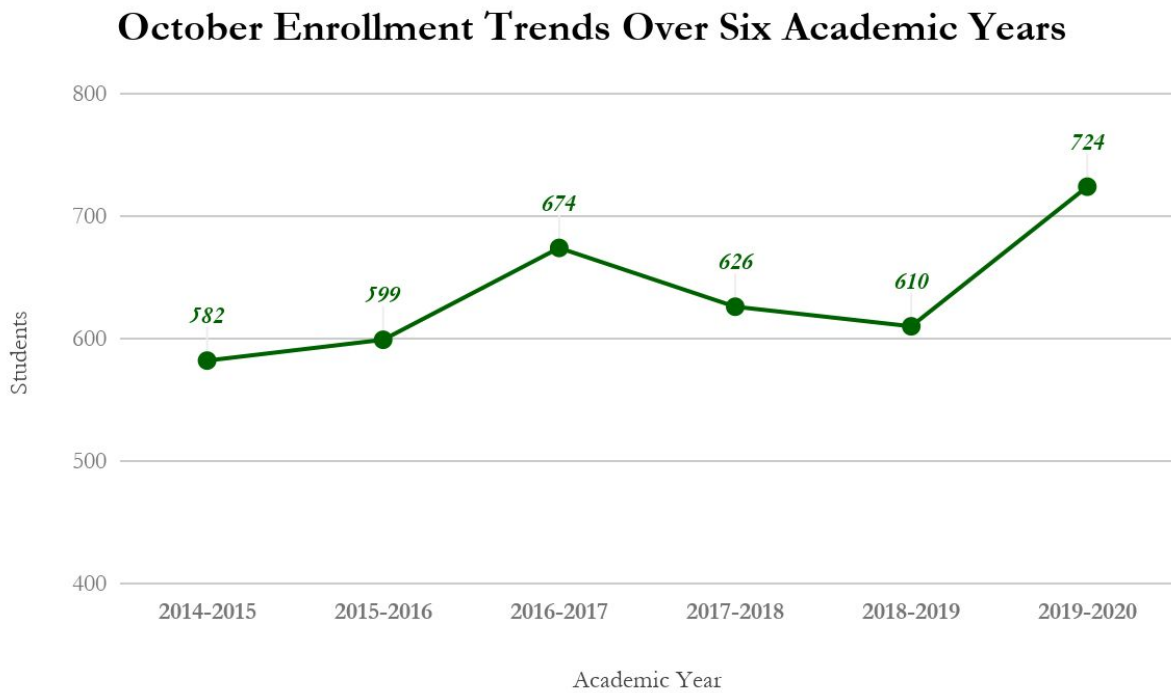
**Source:** TDOE: Accountability Indicator Scores and Data for Schools: School-Level 2019: Suppressed School Indicator Scores 2017-2018 and 2018-2019

Figure 24. Five Year Enrollment Projections



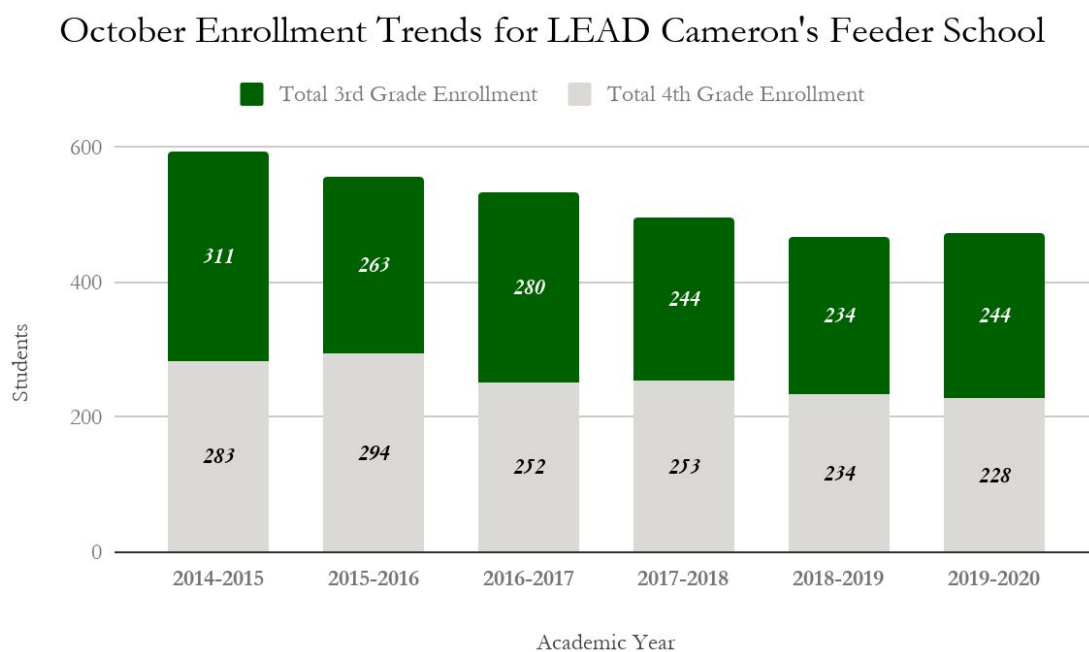
**Source:** Metro Nashville Public Schools Data Warehouse, MNPS Infinite Campus, Internal Enrollment Tracking and Management (LEAD Public Schools)

Figure 25. October Enrollment Trends Over Six Academic Years



**Source:** Based on enrollment data in Metro Nashville Public Schools Data Warehouse, MNPS Infinite Campus.

Figure 26. October Enrollment Trends for LEAD Cameron's Feeder School



**Source:** Based on enrollment data from Metro Nashville Public Schools Data Warehouse, MNPS Infinite Campus.



Table 31. Mobility Rate Comparison between LEAD Cameron and Wright Middle School by Academic Year

<b>Mobility Rates</b>	<b>LEAD Cameron</b>	<b>Wright Middle School</b>
<b>2016-2017</b>	34%	38%
<b>2017-2018</b>	40%	34%
<b>2018-2019</b>	40%	43%
<b>2019-2020</b>	28%	30%

**Source:** Metro Nashville Public Schools Data Warehouse, MNPS Infinite Campus  
The Higher Education Statistics Agency defines (gross) attrition, also called non-continuation, as “the number of individuals who leave a programme of study before it has finished. (HESA).”

## **Charter School Agreement**

This Charter Agreement (Agreement) is entered into between The Metropolitan Nashville Public Schools (Chartering Authority) and Cameron College Prep, Nonprofit LLC (Charter School). Chartering Authority and Charter School are collectively the Parties to this Charter Agreement. This Charter Agreement shall be binding upon the Governing Body selected by the Charter School to operate the public charter school proposed in the Charter School's Application, dated April 1, 2020, which Governing Body is the Board of Directors of Cameron College Prep, Nonprofit LLC (Charter School). To the extent there is a conflict between the term of the Agreement and the Application, the terms of this Agreement shall govern.

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 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 Charter School's Application, which is incorporated herein by reference and attached hereto as Exhibit 1.

By signing this Agreement, the Chartering Authority approves the waivers requested in the Charter School's Application. Those requests are attached as part of the approved charter application.

- 1.2 Term/Effective Date.** This Agreement shall be effective immediately following signature by Charter School and the Chartering Authority and filing in the office of the Metropolitan Clerk. The Agreement shall expire on June 30, 2031, unless earlier termination or renewed pursuant to the terms of this Agreement.
- 1.3 Delay in Opening.** If the Charter School is not ready to open within the prescribed time, the Chartering Authority may consider a delay for a period not to exceed one academic year.
- 1.4 Commencement Date.** The Charter School shall commence operations with the 2021 - 22 school year.
- 1.5 Pre-Opening Process.** Upon approval by the Metropolitan Nashville Board of Public Education the Pre-Opening process will be sent to the Charter School outlining specific actions that must be put in place during the planning year and completed prior to opening with students. If the pre-opening 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.

- 1.6 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 and subgroup performance), 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.

- 1.7 Location.** The Charter School is located at 1034 1<sup>st</sup> Ave S, Nashville, TN 37210. 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 in writing at least 90 business days prior to any such change of location, so the chartering authority can ensure the new location is appropriate and in compliance with the original application.
- 1.8 Employment Status.** All teachers and other staff of the charter school shall be employed by the Charter School, not the Chartering Authority. The Charter School is required to notify the Chartering Authority within 5 business days of any staffing changes. 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 is a “zoned enrollment” Charter School with no limits on the number of students that attend such school, other than the overall capacity of the facility. Any students residing in the Cameron Middle School zone, as it exists on the date of execution of this Agreement, shall be entitled to submit a “Cameron Application” and to attend the Charter School; or, in the alternative, they shall be entitled to enroll in another MNPS school according to established MNPS policies and procedures.

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, directly or indirectly, 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.

- 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.

- 2.3 Assessments.** The charter school must use the required state assessments. School based formative assessment data may be required by the Chartering Authority.
- 2.4 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 and this Agreement. The Chartering Authority is the local education agency (LEA) for purposes of compliance with the Individuals with Disabilities Education Act (IDEA).

- 2.4.1 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. The Chartering School shall notify the Charter Authority if an enrolling student has an existing IEP and the Chartering School shall provide the Charter Authority with such records within 10 business days of receipt of a request by the Charter Authority for the records.

- 2.4.2 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, the IDEA, and applicable law. 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.

- 2.4.3 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.

- 2.4.4 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 or the IDEA.

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 report to the Chartering Authority any special education vacancies as they occur.

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.

- 2.5 English Learners.** The Charter School shall address the needs of English Learner (EL) 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 EL 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 capacitor.

The Charter School must follow TN State ESL Policy 3.207. The charter school must the state minimum Limited English Proficient (LEP) student ratio and service delivery requirements. The charter school shall report to the Chartering Authority the service delivery models, English Learner teacher names (with TN license number), service delivery schedules, and any English Learners staff vacancies as they occur. The Charter School shall maintain a current copy of EL student list, service delivery model(s), and staff schedules indicating the required hours of service is being met.

- 2.6 Student Discipline/Due Process.** The Charter School is responsible for administering their school wide 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 notify the Chartering Authority of students expelled within 24 hours. Once MNPS procedural process will be followed and only those offenses deemed expellable BY MNPS's matrix will be expelled. All others will return to the sending school. 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.

- 2.7 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 must be recorded daily using the Chartering Authority's student management system.
- Student discipline infractions (incidents, suspensions, and expulsions) must be recorded within 24 hours of the determination using the Chartering Authority's student management system.
- 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 may be required by the Chartering Authority.

### 3. Staffing

- 3.1 Teachers.** The Charter School is the employer and shall ensure that teachers are licensed pursuant to state statutes and state board of education rules, and meet applicable federal qualifications, including the hiring of exceptional education certified and ESL certified teachers
- 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 and receive clearance, in advance of having contact with children as required by state law. Background check must be completed every five years for current charter school employees.

### 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.

The Charter School will notify the Charter School Office 90 days in advance of any relocation plans of the school.

### 5. Food Service

- 5.1** 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.
- 5.2** If the Charter School desires to offer food services through MNPS Nutrition Services, the following will be applicable:
- 5.3 Full Meal Services:** MNPS Nutrition Services Department will provide onsite meal preparation and service that includes breakfast and lunch offered to all enrolled students. In order to provide full meal services, the Charter facility must have a fully operational production kitchen that can properly provide for the number of students being served. A fully operational production kitchen is defined as a facility that provides

adequate and proper dry and cold storage, functioning hot holding and commercial grade production equipment, adequate production space and service space with functioning serving line(s) equipment and point of sale (POS) area(s), adequate and functioning cleaning and sanitation equipment and office space for an onsite manager. Additionally, the facility must be approved for operation by the local health agency and properly permitted prior to MNPS Nutrition Services occupying the space.

MNPS Nutrition Services personnel may be available to answer questions the Charter may have regarding preparing and planning a facility for full meal service and may make specification recommendations; however, due to the complexity of facility construction, Charters are highly encouraged to hire a kitchen design professional. Any recommendations provided by MNPS Nutrition Services should be considered with those provided by a licensed professional design consultant.

Besides providing meal services, MNPS Nutrition Services will have custodial responsibility for all financial operations of the operating site. All meals will be provided in accordance with U.S.D.A. regulations, counted using MNPS Nutrition Services Department procedures and a reimbursement claim will be submitted monthly to the TN Department of Education Child Nutrition Program office. Charters will be invoiced for any services provided by MNPS Nutrition Services that are outside of standard meal services (i.e. catering function). Furthermore, Charters will be invoiced for net losses if the year-end financials reflect an overall financial operating loss. The amount invoiced would be the amount needed to reach break-even financially. MNPS Nutrition Services adheres to federal guidance in CFR 210.14 which states *revenues received by the nonprofit school food service are to be used only for the operation or improvement of such food service*.

Hardware and software expenses for reporting and record keeping are included in operating costs. There will not be a separate invoice for these items; MNPS Nutrition Services retains ownership of technology.

- 5.4 Transportation Services:** MNPS Nutrition Services Department can provide transport (satellite) meal service that includes breakfast and lunch offered to all enrolled students. In order to provide transport service, the Charter must provide or have a designated meal service area that provides for the number of students being served. A transport service site is defined as a facility that provides adequate and proper dry and cold storage, functioning hot holding and serving line(s) equipment and point of sale (POS) area, proper and functioning sanitation equipment, and office space. Additionally, the facility must be approved for operation by the local health agency and properly permitted prior to MNPS Nutrition Services occupying the space.

MNPS Nutrition Services personnel may be available to answer questions the Charter may have regarding preparing and planning a facility for transport meal service and may make recommendations; however, due to the complexity of facility construction, Charters are highly encouraged to hire a kitchen design professional. Any recommendations provided by MNPS Nutrition Services should be considered with those provided by a licensed professional design consultant.

Besides providing meal services, the MNPS Nutrition Services Department will have custodial responsibility for all financial operations of the operating site. All meals will be counted using MNPS Nutrition Services Department procedures and a reimbursement claim will be submitted monthly to the TN Department of Education Child Nutrition Program office. Furthermore, Charters will be invoiced for any services provided by Nutrition Services that are outside of standard meal services ( i.e. catering function).

Charters that elect transport services will incur transportation costs as an additional part of operational expenses. Charters will be invoiced for net losses if the year-end financials reflect an overall financial operating loss. The amount invoiced would be the amount needed to reach break-even financially. Nutrition Services adheres to federal guidance CFR 210.14 which states *revenues received by the nonprofit school food service are to be used only for the operation or improvement of such food service.*

Hardware and software expenses for reporting and record keeping are included in operating costs. There will not be a separate invoice for these items; Nutrition Services retains ownership of technology.

- 5.5 Termination of Food Service:** MNPS may terminate the services offered in section 5.3 “Full Meal Services” and section “5.4 Transportation Services” for convenience at any time upon 30 days written notice to the Charter School, however, MNPS agrees to continue providing 5.3 and 5.4 services through completion of the current school year if so requested in writing by Charter School. A termination of these services shall not be a breach of this Contract by MNPS. Charter School shall not have any right to any actual general, special, consequential, incidental, or any other damages whatsoever of any description or amount for MNPS’ exercise of its right to terminate for convenience.

## 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. Charter School 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, Charter School shall provide updated certificates of insurance upon expiration of the current certificates.

## 8. Governance

- 8.1** LEAD Public Schools, Inc.’s (the Charter School’s parent) Articles 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(f), the Governing Body shall be subject to the conflict of interest provisions contained in T.C.A. § 12-4-101 and 102.

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

The Charter School shall notify the Chartering Authority of any inappropriate contact

between teacher(s) against students within 24 hours of the incident. This notification shall include all reports involving law enforcement, protective services, and/or media.

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

- 8.3** The Charter School shall report the following to the Chartering Authority within five (5) days of change:
- The names and contact information of individuals who leave or join the Governing Body;
  - Names and contact information of any individuals who, during the prior quarter, resign from or are hired to a leadership position in the Charter School, including any administrative position; and
  - Any change to the Charter School's corporate legal status or any change in its standing with the Tennessee Secretary of State's Office.

- 8.4 Waivers.** A list of BOE approved waivers can be found in the appendices.

## 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 Charter School 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, deficit fund balance, and/or tax liens. 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, 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 signing authority for the school
- Changes in the agreed upon structure of the school's grade span
- 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 give the Charter School an opportunity to cure the non-compliance prior to instituting revocation proceedings pursuant to T.C.A. § 49-13-121 and 122.

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

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

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

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

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



Dissolution of the Charter School following revocation or non-renewal shall comply with T.C.A. § 49-13-130. 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 Charter School, 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; provided, however, that assignment and/or delegation by the Charter School to LEAD Public Schools, Inc., parent of the Charter School, is hereby permitted. A violation of this provision shall be grounds for immediate termination of this Agreement and revocation of the Charter.

Should the Charter School propose to enter into a contract with another non-profit entity to manage the School, the Charter School agrees to submit all information requested by the Chartering Authority regarding the management arrangement, including a copy of the proposed contract and a description of the management company, with identification of its principals and their backgrounds. The Charter School shall not enter 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 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 Charter School under this Agreement 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 Chartering Authority notices listed below.

- a) All other notices to Chartering Authority shall be mailed or hand delivered to:

Dept:	Procurement
Attn:	Director of Procurement
Addr:	2601 Bransford Avenue
	Nashville, TN 37204

Phone: (615) 259-8400  
E-mail addr: [purchasing@mnps.org](mailto:purchasing@mnps.org)

b) Notices to Charter School shall be sent to:

Charter School: LEAD Public Schools  
Attn: Dwayne Tucker, CEO  
Addr: 2835 Brick Church Pike  
Nashville, TN 37207  
Phone: (615) 430-4751 or (615) 604-6550  
E-mail addr: [Dwayne.tucker@leadpublicschools.org](mailto:Dwayne.tucker@leadpublicschools.org)

c) Charter School's Federal Tax I.D. Number: 20-2526508

d) Charter School 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: Dwayne Tucker, CEO  
Att'n: Dwayne Tucker, CEO  
Addr: 2835 Brick Church Pike, Nashville, TN 37207  
Phone: (615) 430-4751 or (615) 604-6550  
E-mail addr: [Dwayne.tucker@leadpublicschools.org](mailto:Dwayne.tucker@leadpublicschools.org)

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

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MBPE Board Chair**RECOMMENDED:**

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Director of Procurement

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Department Head

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Executive Staff Member**APPROVED AS TO AVAILABILITY OF FUNDS:**Account #: 

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Chief Operating Officer

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Metropolitan Director of Finance**APPROVED AS TO INSURANCE:**

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Metropolitan Director of Insurance**APPROVED AS TO FORM AND LEGALITY:**

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Metropolitan Attorney**CONTRACTOR:****Cameron College Prep, Nonprofit LLC**

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Firm/Organization

---

Signature**Dewayne Tucker**

---

Name

CEO

---

Title

---

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

---

Metropolitan Clerk

---

Date Filed



MNPS Contract: 7516008

## **Charter School Agreement**

This Charter Agreement (Agreement) is entered into between The Metropolitan Nashville Public Schools (Chartering Authority) and LEAD Public Schools / Cameron College Prep (Charter School). Chartering Authority and Charter School are collectively the Parties to this Charter Agreement. This Charter Agreement shall be binding upon the Governing Body selected by the Charter School to operate the public charter school proposed in the Charter School's Application, dated April 1, 2020, which Governing Body is the Board of Directors of Cameron College Prep. To the extent there is a conflict between the term of the Agreement and the Application, the terms of this Agreement shall govern.

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 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 Charter School's Application, which is incorporated herein by reference and attached hereto as Exhibit 1.

By signing this Agreement, the Chartering Authority approves the waivers requested in the Charter School's Application. Those requests are attached as part of the approved charter application.

- 1.2 Term/Effective Date.** This Agreement shall be effective immediately following signature by Charter School and the Chartering Authority and filing in the office of the Metropolitan Clerk. The Agreement shall expire on June 30, 2031, unless earlier termination or renewed pursuant to the terms of this Agreement.
- 1.3 Delay in Opening.** If the Charter School is not ready to open within the prescribed time, the Chartering Authority may consider a delay for a period not to exceed one academic year.
- 1.4 Commencement Date.** The Charter School shall commence operations with the 2021 - 22 school year.
- 1.5 Pre-Opening Process.** Upon approval by the Metropolitan Nashville Board of Public Education the Pre-Opening process will be sent to the Charter School outlining specific actions that must be put in place during the planning year and completed prior to opening with students. If the pre-opening 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.
- 1.6 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 and subgroup performance), 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.

- 1.7 Location.** The Charter School is located at 1034 1<sup>st</sup> Ave S, Nashville, TN 37210. 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 in writing at least 90 business days prior to any such change of location, so the chartering authority can ensure the new location is appropriate and in compliance with the original application.



- 1.8 Employment Status.** All teachers and other staff of the charter school shall be employed by the Charter School, not the Chartering Authority. The Charter School is required to notify the Chartering Authority within 5 business days of any staffing changes. 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 699. Increases in total enrollment numbers by year is 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 5% or 50 students, whichever is less, must be reported to the Office of Charter Schools 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.

<b>Year</b>	<b>Grade Level</b>	<b>Total Enrollment</b>
Year 1	5-8	699
Year 2	5-8	695
Year 3	5-8	695
Year 4	5-8	690
Year 5	5-8	690
Year 6	5-8	690
Year 7	5-8	690
Year 8	5-8	690
Year 9	5-8	690





Year 10	5-8	690
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The Charter School may not “counsel out” or discourage students, directly or indirectly, 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.

- 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.

- 2.3 Assessments.** The charter school must use the required state assessments. School based formative assessment data may be required by the Chartering Authority.

- 2.4 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 and this Agreement. The Chartering Authority is the local education agency (LEA) for purposes of compliance with the Individuals with Disabilities Education Act (IDEA).

- 2.4.1 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. The Chartering School shall notify the Charter Authority if an enrolling student has an existing IEP and the Chartering School shall provide the Charter Authority with such records within 10 business days of receipt of a request by the Charter Authority for the records.



**2.4.2 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, the IDEA, and applicable law. 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.

**2.4.3 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.

**2.4.4 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 or the IDEA.



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 report to the Chartering Authority any special education vacancies as they occur.

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.

- 2.5 English Learners.** The Charter School shall address the needs of English Learner (EL) 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 EL 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 capacitor.

The Charter School must follow TN State ESL Policy 3.207. The charter school must the state minimum Limited English Proficient (LEP) student ratio and service delivery requirements. The charter school shall report to the Chartering Authority the service delivery models, English Learner teacher names (with TN license number), service delivery schedules, and any English Learners staff vacancies as they occur. The Charter School shall maintain a current copy of EL student list, service delivery model(s), and staff schedules indicating the required hours of service is being met.

- 2.6 Student Discipline/Due Process.** The Charter School is responsible for administering their school wide 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 notify the Chartering Authority of students expelled within 24 hours. Once MNPS procedural process will be followed and only those offenses deemed expellable BY MNPS's matrix will be expelled. All others will return to the sending school. 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.

- 2.7 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 must be recorded daily using the Chartering Authority's student management system.
  - Student discipline infractions (incidents, suspensions, and expulsions) must be recorded within 24 hours of the determination using the Chartering Authority's student management system.



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- 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 may be required by the Chartering Authority.

### 3. Staffing

- 3.1 Teachers.** The Charter School is the employer and shall ensure that teachers are licensed pursuant to state statutes and state board of education rules, and meet applicable federal qualifications, including the hiring of exceptional education certified and ESL certified teachers
- 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 and receive clearance, in advance of having contact with children as required by state law. Background check must be completed every five years for current charter school employees.

### 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.

The Charter School will notify the Charter School Office 90 days in advance of any relocation plans of the school.

### 5. Food Service

- 5.1** 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.
- 5.2** If the Charter School desires to offer food services through MNPS Nutrition Services, the following will be applicable:



**5.3 Full Meal Services:** MNPS Nutrition Services Department will provide onsite meal preparation and service that includes breakfast and lunch offered to all enrolled students. In order to provide full meal services, the Charter facility must have a fully operational production kitchen that can properly provide for the number of students being served. A fully operational production kitchen is defined as a facility that provides adequate and proper dry and cold storage, functioning hot holding and commercial grade production equipment, adequate production space and service space with functioning serving line(s) equipment and point of sale (POS) area(s), adequate and functioning cleaning and sanitation equipment and office space for an onsite manager. Additionally, the facility must be approved for operation by the local health agency and properly permitted prior to MNPS Nutrition Services occupying the space.

MNPS Nutrition Services personnel may be available to answer questions the Charter may have regarding preparing and planning a facility for full meal service and may make specification recommendations; however, due to the complexity of facility construction, Charters are highly encouraged to hire a kitchen design professional. Any recommendations provided by MNPS Nutrition Services should be considered with those provided by a licensed professional design consultant.

Besides providing meal services, MNPS Nutrition Services will have custodial responsibility for all financial operations of the operating site. All meals will be provided in accordance with U.S.D.A. regulations, counted using MNPS Nutrition Services Department procedures and a reimbursement claim will be submitted monthly to the TN Department of Education Child Nutrition Program office. Charters will be invoiced for any services provided by MNPS Nutrition Services that are outside of standard meal services (i.e. catering function). Furthermore, Charters will be invoiced for net losses if the year-end financials reflect an overall financial operating loss. The amount invoiced would be the amount needed to reach break-even financially. MNPS Nutrition Services adheres to federal guidance in CFR 210.14 which states *revenues received by the nonprofit school food service are to be used only for the operation or improvement of such food service.*

Hardware and software expenses for reporting and record keeping are included in operating costs. There will not be a separate invoice for these items; MNPS Nutrition Services retains ownership of technology.

**5.4 Transportation Services:** MNPS Nutrition Services Department can provide transport (satellite) meal service that includes breakfast and lunch offered to all enrolled students. In order to provide transport service, the Charter must provide or have a designated meal service area that provides for the number of students being served. A transport service site is defined as a facility that provides adequate and proper dry and cold storage, functioning hot holding and serving line(s) equipment and point of sale (POS) area, proper and functioning sanitation equipment, and office space. Additionally, the facility must be approved for operation by the local health agency and properly permitted prior to MNPS Nutrition Services occupying the space.

MNPS Nutrition Services personnel may be available to answer questions the Charter may have regarding preparing and planning a facility for transport meal service and may make recommendations; however, due to the complexity of facility



construction, Charters are highly encouraged to hire a kitchen design professional. Any recommendations provided by MNPS Nutrition Services should be considered with those provided by a licensed professional design consultant.

Besides providing meal services, the MNPS Nutrition Services Department will have custodial responsibility for all financial operations of the operating site. All meals will be counted using MNPS Nutrition Services Department procedures and a reimbursement claim will be submitted monthly to the TN Department of Education Child Nutrition Program office. Furthermore, Charters will be invoiced for any services provided by Nutrition Services that are outside of standard meal services ( i.e. catering function). Charters that elect transport services will incur transportation costs as an additional part of operational expenses. Charters will be invoiced for net losses if the year-end financials reflect an overall financial operating loss. The amount invoiced would be the amount needed to reach break-even financially Nutrition Services adheres to federal guidance CFR 210.14 which states *revenues received by the nonprofit school food service are to be used only for the operation or improvement of such food service.*

Hardware and software expenses for reporting and record keeping are included in operating costs. There will not be a separate invoice for these items; Nutrition Services retains ownership of technology.

- 5.5 Termination of Food Service:** MNPS may terminate the services offered in section 5B “Full Meal Services” and section “5C Transportation Services” for convenience at any time upon 30 days written notice to the Charter School, however, MNPS agrees to continue providing 5B and 5C services through completion of the current school year if so requested in writing by Charter School. A termination of these services shall not be a breach of This Contract by MNPS. Charter School shall not have any right to any actual general, special, consequential, incidental, or any other damages whatsoever of any description or amount for MNPS’ exercise of its right to terminate for convenience.

## 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. Charter School 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, Charter School 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 laws or the Charter Agreement.



The Charter School shall notify the Chartering Authority of any inappropriate contact between teacher(s) against students within 24 hours of the incident. This notification shall include all reports involving law enforcement, protective services, and/or media.

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

- 8.3** The Charter School shall report the following to the Chartering Authority within five (5) days of change:
- The names and contact information of individuals who leave or join the Governing Body;
  - Names and contact information of any individuals who, during the prior quarter, resign from or are hired to a leadership position in the Charter School, including any administrative position; and
  - Any change to the Charter School's corporate legal status or any change in its standing with the Tennessee Secretary of State's Office.

- 8.4 Waivers.** A list of BOE approved waivers can be found in the appendices.

## 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 Charter School 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, deficit fund balance, and/or tax liens. 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, 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 signing authority for the school
- Changes in the agreed upon structure of the school's grade span
- 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 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.
- Reassignment of all acquired federally funded equipment.



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 Charter School, 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.



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- 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 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 Charter School under this Agreement 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 Chartering Authority notices listed below.

- a) All other notices to Chartering Authority shall be mailed or hand delivered to:

Dept:	Procurement
Attn:	Director of Procurement
Addr:	2601 Bransford Avenue
	Nashville, TN 37204
Phone:	(615) 259-8400
E-mail addr:	<a href="mailto:purchasing@mnps.org">purchasing@mnps.org</a>



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b) Notices to Charter School shall be sent to:

Charter School: LEAD Public Schools  
Attn: Dwayne Tucker, CEO  
Addr: 2835 Brick Church Pike  
Nashville, TN 37207  
Phone: (615) 430-4751 or (615) 604-6550  
E-mail addr: [Dwayne.tucker@leadpublicschools.org](mailto:Dwayne.tucker@leadpublicschools.org)

c) Charter School's Federal Tax I.D. Number: 20-2526508

d) Charter School 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: Dwayne Tucker, CEO  
Att'n: Dwayne Tucker, CEO  
Addr: 2835 Brick Church Pike, Nashville, TN 37207  
Phone: (615) 430-4751 or (615) 604-6550  
E-mail addr: [Dwayne.tucker@leadpublicschools.org](mailto:Dwayne.tucker@leadpublicschools.org)



Contract Number: 7516008

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

**APPROVED:**

Christiane Buggs  
MBPE Board Chair

**RECOMMENDED:**

[Signature]  
Director of Procurement

Shereka Roby-Grant  
Department Head

Keri Randolph Sharon Griffin  
Executive Staff Member

**APPROVED AS TO AVAILABILITY OF FUNDS:**

Account #: N/A

[Signature]  
Chief Operating Officer

Kevin Crumboffe  
Metropolitan Director of Finance

**APPROVED AS TO INSURANCE:**

Balogun Colob  
Metropolitan Director of Insurance

**APPROVED AS TO FORM AND LEGALITY:**

Justin Marsh  
Metropolitan Attorney

**CONTRACTOR:**

LEAD Public Schools

Firm/Organization

Dwayne Tucker  
Signature

Dwayne Tucker

Name

CEO

Title

7/30/2021 | 5:00 AM PDT

Date

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

Elizabeth Waites  
Metropolitan Clerk

8/2/2021 | 1:29 PM CDT

Date Filed