UPDATE
Approval Process for the Kansas City Neighborhood Academy
The Charter Contract

Highlights

Since the KCPS Board approved the Charter Application of the Kansas City Neighborhood Academy (‘‘KCNA’’) on August 26, 2015, we have made significant progress in engaging the community to get input into the charter, as well as moving forward with the next steps of the approval process under Missouri law.

Between August and December the leadership of both KCPS and KCNA, together and separately, met with community organizations, advocacy groups, neighborhood organizations, and KCPS parents and families to engage them in the charter process, generally, and modifying the KCNA Charter Contract, specifically. Altogether there have been at least a dozen community meetings involving hundreds of people. The meetings have resulted in substantive changes and additions to the standard Charter Contract – the governing legal agreement between KCPS and KCNA that will be submitted to the KCPS Board for approval in February 2016. (The details on the community meetings and revisions to the Charter Contract are detailed below.)

In addition, the KCNA Charter Application was approved by the State Board of Education on December 1, 2015. The vote was unanimous, and the State Board recognized KCPS’s sponsorship of KCNA as a landmark in Missouri and as a model for future District-Charter partnerships. The State Board referred to the KCPS Board as “innovative” and a leader among Missouri public school districts.

We anticipate the Charter Contract (sometimes called the “Charter Agreement”) will be presented to the Board in February. The Charter Contract is the legal document that governs the Sponsor-Charter School relationship. Most notably, the Charter Contract details the ongoing oversight and monitoring role of KCPS, and it includes many provisions that outline the ultimate authority and accountability assumed by KCPS as Sponsor. (The relevant provisions of the DRAFT Charter Contract are highlighted below.)

Below are two sections with more details.

Further Details on Community Engagement

Community engagement is required by KCPS board policy and is a core philosophy of the Urban Neighborhood Initiative, KCNA’s founding organization. The KCPS senior team and the leadership of KCNA have undertaken this community engagement and to date we have held at least a dozen community meetings. These meetings have generated a rich dialog resulting in substantive input into the KCNA Charter and specific additions and changes to the Charter Contract. The highlights of the process to date are listed here:
• **Initial Community Meeting.** In August more than 60 KCPS families living in the UNI area attended an introductory meeting hosted by KCNA.

• **Meetings with DAC, NAACP, MORE2 and the AFT.** In September and October KCPS and KCNA met 4 times (involving over 10 hours of meetings) with representatives from the District Advisory Council, the NAACP, MORE2 and the American Federation of Teachers. The purpose of the meetings was to get feedback on the KCNA Charter Application – and specifically to seek input into the Charter Contract that will govern the operation of the school and KCPS’s oversight. The Charter Contract now includes specific provisions developed as a result of these meetings (the provisions are outlined below).

• **Additional meetings with DAC.** In November KCPS and KCNA met two additional times with a DAC representative to further discuss a community engagement strategy and process. (The January 2016 community meetings – outlined below – are in part a result of this process with DAC.)

• **Neighborhood meetings in the UNI neighborhoods.** Throughout September to December 2015 UNI and KCNA representatives met with numerous neighborhood groups, including Beacon Hills, Troostwood, Wendell Phillips, Manheim, Ivanhoe and Key Coalition, within the UNI area specifically to discuss the KCNA-KCPS partnership.

• **UNI and KCNA Job Fair.** In November UNI held its annual job fair, at which KCNA was represented. The event was attended by more than 500 job seekers, many of them representing families living in the UNI neighborhoods. KCNA made contact with at least 50 people interested in working at the school or otherwise engaging in KCNA’s work.

• **UNI meetings.** Throughout the process the Urban Neighborhood Initiative, as part of its ongoing work, has continued to meet with the numerous stakeholder groups invested in and planning the broader community revitalization within the UNI area, including various community stakeholders and leaders.

• **UNI area-wide meetings on January 12 and January 19.** KCPS and KCNA will co-host UNI area-wide meetings for parents and families on Jan. 12 and 19. The purpose of these meetings is to engage families and students who live in the UNI area and would be eligible for a preference to attend KCNA; to get the input of these families into policies and programs of KCNA; and to further revise the Charter Contract in light of this input.

### Further Details on the Charter Contract

The Charter Contract is the legal agreement that governs the Sponsor-Charter School relationship between KCPS and KCNA. It details the ultimate monitoring and accountability role of the KCPS Board of Education in the operation of KCNA. In broad terms the Charter Contract does the following:

- Obligates KCNA to operate the school according to the instructional program outlined in the Charter Application approved by the KCPS Board in August 2015 and formalizes the academic goals and outcomes specified in the Application.
- Incorporates specific recommendations from the community via the 5 month community engagement process. These specific provisions are detailed below.
- Outlines the ongoing oversight role exercised by KCPS throughout the Charter Term. These specific provisions are outlined below, as well.
Provisions recommended during the Community Engagement Process

As a result of the robust community engagement process to date, the following provisions have been added to the standard Charter Contract utilized in Missouri:

- **Section 2.13 – 2.14. Student Conduct and Discipline.** Makes a pre-condition to opening the school the adoption of a Discipline Policy that reflects input of families that will be attending KCNA. Also requires KCNA to follow all state and federal laws with respect to student suspension and expulsion, including student due process provisions.
- **Section 2.7.** Details elements of ongoing meaningful parental and family involvement in the school, including the adoption of a Community and Family Involvement Plan.
- **Section 2.11.4.** Establishes the geographical attendance zone boundaries.
- **Section 2.18.2. HR Processes and Requirements.** Outlines a HR philosophy that KCNA must follow in the employment, management, discipline and dismissal of employees.

Charter Contract provisions related to KCPS’s ongoing oversight of KCNA

The Charter Contract makes clear KCPS’s ultimate authority, as Sponsor, over the charter school. It outlines a specific set of oversight provisions that protect KCPS’s interest in ensuring high quality educational experience at KCNA, as well as assurances that the school will be run according to the standards and expectations of KCPS.

Specific provisions that outline these protections for KCPS are as follows:

- **Section 5.1.** Includes a Monitoring Plan that outlines the academic and operational performance indicators that KCPS enforces throughout the Term of the Charter. Ensures that KCNA meets KCPS’s expectations for rigor, validity and reliability.
- **Section 5.2.** Outlines the “broad oversight authority” of KCPS and details the steps that KCPS may take to ensure compliance with the Charter.
- **Section 5.3.** Provides that KCPS has sole and exclusive renewal authority over the Charter.
- **Section 5.4.** Provides the mechanisms for KCPS to intervene to ensure that KCNA is operating consistent with the Charter Contract.
- **Section 5.5.** Outlines the terms under which KCPS may revoke the Charter Contract.
- **Section 5.6.** Details KCPS’s right to inspect all records of KCNA.
- **Section 5.7.** Outlines KCPS’s right to conduct formal site visits to the school.
- **Section 5.8.** Outlines KCPS’s involvement in a complaint process.
- **Section 1.1.7.** No modifications or material amendments may be made to the Charter without approval by KCPS.
- **Section 1.3.7.** KCNA must develop a Pre-Opening Requirements Plan that ensures all Local, State and Federal regulations are satisfied.
- **Section 2.5.1.** Ensure that enrollment requirements are met.
• Section 2.5.4. Provides that KCNA will pursue early learning elements to the overall education program.
• Sections 4.8 – 4.12. Outlines detailed financial reporting requirements that ensure compliance to KCPS standards in school expenditures and protection of KCPS assets.
This Agreement constitutes a Charter School Contract (the "charter") executed this ____ day of _____, 2016 (the "Effective Date"), by and between Kansas City Public Schools located at 1211 McGee Street, Kansas City, MO, 64106 (the "Sponsor") and The Kansas City Neighborhood Academy, a Missouri nonprofit corporation located at TBD (the "Charter School"). The Sponsor and the Charter School are referred to collectively as the "Parties."

Recital

WHEREAS, the Missouri legislature has authorized the establishment of public charter schools in a metropolitan school district or in an urban school district containing most or all of a city with a population greater than three hundred fifty thousand inhabitants; and

WHEREAS, the Sponsor has the authority to sponsor charter schools pursuant to section 160.400.2 RSMo; and

WHEREAS, the Charter School is an independent public school; and

WHEREAS, the Charter School is a nonprofit corporation, organized under chapter 355, RSMo; and

WHEREAS, the Charter School will operate within a district that meets the requirements of section 160.400.2 RSMo; and

WHEREAS, on August 26, 2015, the Sponsor approved the proposed Charter as set forth in Exhibit _____ ("Charter Application").

WHEREAS, the Parties intend that this Charter serve as a contract that governs the operation of the Charter School.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained herein and for other good and lawful consideration, the receipt and sufficiency of which is hereby acknowledged, the Sponsor and the Charter School agree as follows:
Part I: Establishment of the Charter School

1.1 Parties.

1.1.1 This Charter is entered into between The Kansas City Neighborhood Academy and its governing board (the "Charter School") and Kansas City Public Schools (the "Sponsor").

1.1.2 The person authorized to sign on behalf of the Charter School is the President of the governing board ("Charter School Representative").

1.1.3 The person authorized to sign on behalf of the Sponsor is the Kansas City Public Schools Superintendent or his/her designee, upon authorization by the KCPS Board of Directors.

1.1.4 The Charter School Representative affirms as a condition of this Charter, that he/she is the above-described representative of the Charter School and has authority to sign this Charter on behalf of the Charter School.

1.1.5 The Charter School shall be operated as a non-profit public benefit corporation formed and organized pursuant to Chapter 355, RSMo, section 355.025, and shall be responsible for all functions of the Charter School in accordance with the terms and conditions set forth in this Charter.

1.1.6 The Charter School certifies that all contracts obligating the charter school have been and will be undertaken by the Charter School as a nonprofit corporation and failure to act strictly as a nonprofit corporation shall be grounds for revocation of the Charter.

1.1.7 No Modification to this Charter, as defined in Section 6.10.2, shall be valid without the approval of the governing board of the Charter School and the Kansas City Public Schools Charter Sponsor Liaison. Additionally, no Material Amendment, as defined in Section 6.11.2, shall be valid without the approval of the governing board of the Charter School and the Board of Directors of the Sponsor.

1.1.8 Charter School Governing Board.

1.1.8.1 The Charter School's governing board members shall be treated as if they were regularly and duly elected members of school boards in any public school district in the state for purposes of liability for acts while in office.

1.1.8.2 The Charter School affirms, as a condition of this Charter, that the Charter School's governing board members receive no compensation other than reimbursement of actual expenses incurred while fulfilling duties as a member of such a board.

1.1.8.3 The Charter School shall complete a criminal background check and a child abuse registry check for each prospective board member as a condition of nomination to the governing board. Upon completion of such checks, the Charter School shall promptly notify the Sponsor of the results.

1.1.8.4 No member of the governing board shall hold any office or employment from the board or the Charter School while serving as a governing board member.
1.1.8.5 No member of the governing board shall have any substantial interest, as defined in section 105.450, RSMo, in any entity employed by or contracting with the board.

1.1.8.6 No member of the governing board shall be an employee of a company that provides substantial services to the Charter School.

1.1.8.7 The Charter School affirms, as a condition of this Charter, that it will adhere to a duly adopted conflict of interest policy, including provisions related to nepotism and consistent with the provisions of this section and of applicable law.

1.1.8.8 On or before the first day of the Charter School's fiscal year, the School shall provide the Sponsor a current list of directors and officers including their business addresses.

1.1.8.9 Notwithstanding the foregoing subsection, the Charter School shall provide the Sponsor immediate notice of any change in the composition of the Charter School's governing board directors or officers including the name, business address and resume of any new directors and officers.

1.2 Location.

1.2.1 The Charter School shall provide educational services, including delivery of instruction, at the following Location: TBD

1.2.2 Any change in the Location shall constitute a material change to this Charter and shall require advance written Notification to the Sponsor.

1.2.3 The Charter School shall not operate in more than one location without the prior approval of the Sponsor.

1.2.4 The Location of the Charter School must at all times meet the requirements of section 160.400.2, RSMo.

1.3 Facilities.

1.3.1 The building(s) in which the Charter School is to be located shall be known as the Charter School's Facilities (the "Facilities").

1.3.2 The Sponsor or its designee may, at the Sponsor's discretion, conduct a health and safety inspection of the proposed Facilities.

1.3.3 The Facilities shall meet all applicable health, safety and fire code requirements and shall be of sufficient size to safely house anticipated enrollment.

1.3.4 All Facilities shall conform with applicable provisions of the Americans with Disabilities Act and any other federal or state requirements applicable to charter schools.

1.3.5 The Charter School's relocation to different Facilities shall constitute a material change to this Charter and shall be subject to the following conditions:
   - Notification to the Sponsor;
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- Submission of a valid Certificate of Occupancy or Temporary Certificate of Occupancy for the new Facilities at least thirty (30) days prior to the first day of occupancy;
- Evidence that the Facilities meet applicable health, safety and fire code requirements; and
- Evidence that the Facilities are of sufficient size to safely house anticipated enrollment.

1.3.6 Pursuant to the Pre-Opening Requirements set out in the Monitoring Plan (Exhibit 1.1, "Pre-Opening Requirements"), the Charter School shall provide the Sponsor with a written, signed copy of the use agreement, lease, purchase agreement and/or other such facilities agreement (the "Facilities Agreement") for the primary facilities and any ancillary facilities identified by the Charter School and such certificates and permissions as are necessary to operate the Charter School in the proposed Facilities for at least the first year of the School's operation.

1.3.7 Pursuant to the Pre-Opening Requirements set out in the Monitoring Plan (Exhibit 1.1, "Pre-Opening Requirements"), the Sponsor shall conduct a walk-through of the Facility with the Charter School. The Sponsor shall certify that the Facility contains all the furniture, fixtures, and equipment that were already located in or provided to the relevant Facility during the 2015-2016 school year. If any furniture, fixtures, or equipment are missing from the Facility, the Sponsor shall within two (2) weeks either provide the relevant items directly to the Charter School or transfer the appropriate funding to the Charter School to secure those items.

1.4 Pre-Opening.

Failure to timely fulfill any material term of the Pre-Opening Requirements shall be considered a breach of material compliance with the Charter pursuant to sections 160.405.7 and 160.405.8, RSMo, and shall be grounds for Sponsor intervention. Notwithstanding the immediately foregoing, the Sponsor may waive or modify the restrictions contained therein or may grant the Charter School an additional planning year upon good cause shown.

1.5 Closure.

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 comply with the Sponsor’s school closure requirements.

Part 2: School Operation

2.1 Mission Statement.
The Charter School's Mission Statement shall be as presented in the approved application. Any change to that Mission Statement shall be a modification to this Charter and subject to Sponsor approval.

2.2 Term of the Charter.

The Term of this Charter shall be 5 years.

2.3 Purpose.

The Charter School is intended to operate consistent with the terms of this Charter and applicable law; be governed and managed in a financially prudent manner; and achieve the pupil outcomes set out in this Charter.

2.4 Renewal.

This Charter shall be renewable. The Sponsor shall make renewal decisions consistent with the performance indicators set out in the Monitoring Plan including but not limited to DESE-established accountability requirements and consequences.

2.5 Age; Grade Range; Number of Students.

The Charter School shall provide instruction to pupils in such grades and numbers in each year of operation under the Charter as described in the Charter Application.

2.5.1 Enrollment projections for the Charter School shall be as follows:

<table>
<thead>
<tr>
<th>Charter Year</th>
<th>Academic Year</th>
<th>Grades Served</th>
<th>Projected No. of Students</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>2016-2017</td>
<td>K-2</td>
<td>180</td>
</tr>
<tr>
<td>Year 2</td>
<td>2017-2018</td>
<td>K-3</td>
<td>240</td>
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<tr>
<td>Year 3</td>
<td>2018-2019</td>
<td>K-4</td>
<td>328</td>
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<tr>
<td>Year 4</td>
<td>2019-2020</td>
<td>K-5</td>
<td>416</td>
</tr>
<tr>
<td>Year 5</td>
<td>2020-2021</td>
<td>K-6</td>
<td>504</td>
</tr>
</tbody>
</table>

2.5.2 The Charter School may make adjustments as to the number of students in any particular grade, and number of students within a class to accommodate staffing exigencies and attrition patterns provided such modifications are otherwise consistent with this Charter.

2.5.3 Elimination of a grade that the Charter School was scheduled to serve or expansion to serve grade levels not contemplated in the Charter Application shall be material
changes to the terms of this Charter and shall require prior written authorization from the Sponsor.

2.5.4 Early-learning grade levels such as Pre-K or a birth-to-3 program are currently not covered under Missouri charter law. Under current law, the Charter School may still sponsor affiliated early-learning grade levels or partner with external organizations to add early-learning grade levels to its overall program. The Parties acknowledge that effective early learning programs are a priority, and the charter school anticipates establishing a site-based Pre-K program at the earliest opportunity under existing Missouri law and in partnership with the Sponsor. Furthermore, if Missouri charter law is modified during the term of this charter to allow charter schools to directly include Pre-K in their programs, the addition of a Pre-K to the Charter School through that law shall not constitute a material amendment to the terms of this Charter. Early learning is a critical aspect of the Charter School’s academic model, and nothing in this agreement shall be construed to prevent it from pursuing the appropriate early learning strategy within the limitations of the law.

2.5.5 Commencing or continuing instruction where the total number of students enrolled is less than ten percent (10%) of the projected enrollment or the total enrollment of the Charter School is fewer than 120 students, whichever number is greater, shall be a modification to the terms of this Charter and shall require prior written approval from the Sponsor. The Sponsor’s approval of decreases in student enrollment will be based on the Charter School’s ability to demonstrate that such modifications in enrollment will not compromise the fiscal and educational integrity of the Charter School.

2.6 Student Recruitment and Enrollment.

Enrollment in the Charter School shall be conducted consistent with a plan to be approved by the Sponsor as part of the Pre-Opening Requirements.

2.6.1 The Charter School shall submit projected, current, and final student enrollment information in accordance with the Sponsor’s financial and attendance reporting requirements.

2.6.2 Student recruitment and enrollment decisions shall be made in a nondiscriminatory manner and without regard to race, color, creed, national origin, sex, marital status, religion, ancestry, disability or need for special education services.

2.7 Community and Family Involvement.

The Charter School is committed to meaningful parent and community engagement. Prior to opening, the Charter School shall develop and adopt an initial plan for working closely with parents and other community stakeholders during the term of the charter. Addendum 1 provides a Framework for the Community and Family Involvement Plan.
2.8 Volunteer Requirements.

Any requirement that parents commit a number of volunteer hours shall be subject to a waiver process that considers individual family circumstances. All Volunteers, including Parent Volunteers must undergo a criminal background check, including a fingerprint check, a simultaneous FBI check, and a child abuse and/or neglect registry check before they are cleared to volunteer in the Charter School.

2.9 School Calendar; Hours of Operation.

The days and hours of operation of the charter School shall not be materially less (defined here as more than thirteen percent (13%) less total time) than those set forth in the Charter. In no event shall the days and hours of operation fail to meet minimum requirements established pursuant to section 160.011, RSMo.

2.10 Admissions and Enrollment.

The Charter School shall adhere to the following admissions and enrollment requirements:

2.10.1 Admit and enroll all pupils resident in the district in which it operates, contingent on available capacity.

2.10.2 If capacity is insufficient to enroll all pupils who submit a timely application, the Charter School shall implement a random admissions policy as presented in the Charter Application or otherwise approved by the Sponsor subject to the exceptions presented in the following subsection.

2.11 Admissions and Enrollment Preferences.

The Charter School may establish Admissions and Enrollment Preferences consistent with this part provided that such preferences must be clearly presented in the Charter Application or must be otherwise approved in writing by the Sponsor.

2.11.1 The Charter School may limit admission to pupils according to given age group(s) or grade level(s).

2.11.2 The Charter School may give preference for admission of children whose siblings attend the School provided the sibling is eligible to attend pursuant to section 160.410(1) and/or (2) RSMo.

2.11.3 The Charter School may give preference for children whose parents are employed at the School provided the children are eligible to attend pursuant to section 160.410(1) and/or (2) RSMo.

2.11.4 The Charter School may establish a geographical area around the school whose residents will receive a preference for enrolling in the school, provided that such
preferences do not result in the establishment of a racially or socioeconomically isolated school and provided such preferences conform to policies and guidelines established by the State Board of Education. Please see Addendum 2 for the Geographic Preference Plan.

2.11.5 In no event may the Charter School limit admission based on race, ethnicity, national origin, disability, gender, income level, athletic ability, or proficiency in the English language.

2.12 Attendance.

The Charter School shall maintain contemporaneous records to document pupil attendance and shall make such records available for inspection at the Sponsor’s request, including for the annual audit.

2.13 Student Conduct and Discipline.

The Charter School shall adopt and adhere to a student Discipline Policy that satisfies the applicable requirements of section 160.261, RSMo. Adoption of a satisfactory policy shall be a pre-condition of opening consistent with the Pre-Opening Requirements of the Monitoring Plan. Please see Addendum 3 for the Framework for the Adoption and Adherence to a Student Discipline Policy and Related Documents.

2.14 The Charter School shall comply with all applicable state and federal laws related to student discipline, including student and family due process provisions, and shall comply with the student suspension and expulsion procedures in the Charter Application.

2.15 Performance Expectations.

Before the end of the first year of the Charter School's operation, the Sponsor shall — based on state accountability systems, the Sponsor's performance expectations, and the educational goals and objectives set out in the Charter Application — finalize the performance indicators contained in the Monitoring Plan. An initial draft of this monitoring plan is contained in Exhibit 1.

2.15.1 The Sponsor shall provide the Charter School a reasonable opportunity to incorporate school-specific performance measures provided that any such measures shall be demonstrably related to the School's mission and shall meet the Sponsor's expectations for rigor, validity and reliability.

2.15.2 The Monitoring Plan shall be the basis for the Sponsor's evaluation of Charter School performance.

2.16 Governance.
2.16.1 The governing board of the Charter School is responsible for complying with and carrying out the provisions of this Charter, including compliance with applicable law and regulation and all reporting requirements.

2.16.2 The Charter School's governing board shall operate in accordance with the bylaws contained in the Charter Application, as approved.

2.16.3 The Charter School shall adhere to the method for election of officers contained in the Charter Application, as approved and consistent with section 355.326, RSMo.

2.16.4 The governing board shall adopt and adhere to a formal conflict of interest policy that is consistent with applicable law and the Sponsor's policy. A violation of such policy shall constitute a serious breach of this Charter pursuant to section 160.405 7.(1), RSMo.

2.16.5 The Charter School shall maintain governing board-adopted policies, meeting agendas and minutes; shall make such documents available for public inspection, and shall otherwise conduct open meetings consistent with the requirements of sections 610.010 to 610.030, RSMo.

2.17 Comprehensive Management.

Should the Charter School intend to enter into an agreement with another entity for comprehensive management services, the following provisions shall apply:

2.17.1 The comprehensive management company or other comprehensive educational service provider, as the entity that is operating the Charter School, shall be considered a quasi-public governmental body pursuant to section 610.010(f), RSMo, and shall be subject to the provisions of sections 610.010 to 610.035, RSMo.

2.17.2 The Charter School shall comply with all Sponsor requests for information about the management agreement that are reasonably related to the Sponsor's duty to ensure that the Charter School is in compliance with all provisions of this Charter and sections 160.400 to 160.420 and 167.349, RSMo.

2.17.3 In no event shall the governing board of the Charter School delegate or assign its responsibility for fulfilling the terms of this Charter.

2.17.4 The termination or change of a comprehensive management company shall constitute a modification to the terms of the Charter and shall be subject to prior written authorization from the Sponsor.

2.18 Employment.

2.18.1 The Charter School shall have ultimate responsibility for employment, management, dismissal and discipline of its employees.

2.18.2 Prior to opening, the governing board of the Charter School shall adopt relevant Human Resources Policies to ensure a fair process for both employee and employer in
the employment, management, dismissal and discipline of the Charter School’s employees. Please see Addendum 4 for a Human Resources Philosophy, Policies and Processes statement.

2.19 Employee Certification.

2.19.1 The Charter School may employ non-certificated instructional staff provided that

2.19.1.1 no more than twenty percent (20%) of the full-time equivalent instructional staff positions are filled by non-certificated staff; and

2.19.1.2 all non-certificated instructional staff are supervised by certificated instructional staff.

2.19.2 The Charter School shall ensure that all instructional staff of the Charter School have experience, training and skills appropriate to the instructional duties of the employee. For non-certificated instructional personnel, appropriate experience, training and skills shall be determined according to the criteria set forth in section 160.420.2 (1) through (5), inclusive, RSMo.

2.19.3 The Charter School may not employ instructional personnel whose certificate of license to teach has been revoked or is currently suspended by any state board of education.

2.19.4 The Charter School shall maintain copies of individual employment contracts on file at the Charter School. Such files shall be subject to periodic inspection by the Sponsor and/or members of the public.

2.19.5 Criminal History Review.

2.19.5.1 Any person directly or indirectly employed by the Charter School including contractors and subcontractors who perform work at the Charter School must provide verification of criminal clearance for any crime punishable as a felony or any crime related to theft or the misappropriation of funds.

2.19.5.2 Charter School shall conduct criminal background checks of all employees. The criminal records summaries shall include a fingerprint check, a simultaneous FBI check, and a child abuse registry check.

2.19.5.3 No person who has been convicted of or has pleaded nolo contendere to a crime punishable as a felony shall be hired by the Charter School for a position of supervisory or disciplinary authority over school children unless approved in writing by the Sponsor. For the purposes of this subsection, any person employed to provide cafeteria, transportation, janitorial or maintenance services, or any other service whether long term contract and/or short-term contract, by any person or entity that contracts with the School to provide such services shall be considered to be in a position of supervisory authority over school children, and shall not be hired or allowed to provide said services unless approved in advance, in writing by the Sponsor.
2.19.5.4 No member of the governing board or person employed or otherwise associated with the Charter School who has been convicted of or has pleaded nolo contendere to a crime related to misappropriation of funds or theft shall be engaged in direct processing of Charter School funds unless approved in writing by the Sponsor.

2.20 Student Welfare and Safety.

The Charter School shall comply with all applicable federal and state laws concerning student welfare, safety and health, including but not limited to state laws regarding the reporting of child abuse and/or neglect, accident prevention and disaster response, and any applicable state and local regulations governing the operation of school facilities.

2.21 Non Discrimination.

2.21.1 The Charter School shall be nonsectarian in its programs, admission policies, employment practices, and all other operations.

2.21.2 The Charter School shall abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran’s Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; and the Americans with Disabilities Act of 1990.

2.21.3 Any act of discrimination committed by the Charter School or its agents, or failure to comply with its Charter obligations shall be a serious breach of this Charter and shall be grounds for revocation.

2.22 Health & Safety.

The Charter School shall comply with laws and regulations of the state, county, or city relating to health and safety, including the requirements relating to notification of criminal conduct to law enforcement authorities under sections 167.115 through 167.117, RSMo.

2.23 Services Agreements and Partnerships.

2.23.1 Nothing in this Charter shall be interpreted to prevent the Charter School from entering into contracts or other agreements with a school district, community partnership, state agency, or other entity for services related to the operation of the Charter School consistent with sections 160.415.6 and 160.415.7, RSMo.
2.23.2 The terms of such contracts for services shall be negotiated between the Charter School and the local school board, community partners, state agency or other entity.

2.23.3 Such contracts for services shall, at all times, be subject to the requirements of this Charter.

2.23.4 In the event that a contract for services under this subsection constitutes an agreement for comprehensive management, such agreement shall be subject to the requirements of subsection 2.16 of this Charter ("Comprehensive Management").

2.24 **Transportation.**

The Charter School shall be responsible for providing students transportation consistent with the plan proposed in the approved application.

2.25 **Public Inspection.**

The Charter School shall make available for public inspection, and provide upon request to a parent, guardian, or other custodian of any school-age pupil resident in the district in which the Charter School is located the following information:

2.25.1 This Charter, including all Exhibits and Attachments.

2.25.2 The Charter Application (as approved by the Sponsor).

2.25.3 The Charter School’s most recent annual report card published according to section 160.522, RSMo.

2.25.4 The results of background checks on the members of the governing board.

2.26 The Charter School may charge reasonable fees, not to exceed the rate specified in section 610.026, RSMo, for furnishing copies of documents for Public Inspection.

2.17 **Exemptions.**

Except as provided in sections 160.400 to 160.420, RSMo., and as provided in this Charter, the Charter School shall be exempt from all laws and rules relating to schools, governing boards and school districts.

**Part 3: Educational Program**

3.1 **Assessment of Student Performance.**

The Charter School shall implement the plan for assessment of student performance and administration of statewide assessments consistent with the laws and regulations
of the state, as specified by the state board of education, for academic assessment under section 160.518, RSMo.

3.1.1 At a minimum, the Charter School shall administer the following statewide performance assessments or subsequently adopted equivalent:
- Missouri Assessment Program (grades three through eight).
- End of Course Assessments, 2009 Operational: Biology, Algebra and Communication Arts.

3.1.2 The Charter School shall certify annually that students have participated in the state assessment program pursuant to section 160.518, RSMo.

3.2 Educational Program and Curriculum.
The Charter School shall implement an educational program and curriculum consistent with the program and curriculum presented in the Charter Application.

3.2.1 The Charter School may revise and amend the educational program and curriculum at its discretion and without requiring approval from the Sponsor or amendment to this Charter provided that such revisions or amendments do not indicate a modification to the school's mission or its pupil performance standards.

3.2.2 Modifications and/or amendments to the educational program and/or curriculum shall require the Sponsor's approval.

3.3 Special Education.
The Charter School shall ensure that the needs of children with disabilities are met in compliance with applicable federal and state laws.

3.3.1 The Charter School shall be designated a local education agency (LEA) for purposes of meeting special education requirements pursuant to the Individuals with Disabilities Education Act (IDEA).

3.3.2 The Charter School shall annually submit to DESE a local compliance plan that indicates how a free and appropriate public education will be provided to children with disabilities. The Charter School shall comply with the local compliance plan, the state plan, and state and federal laws and federal regulations. The Charter School may use the state standards and indicators manual for guidance in establishing and implementing the special education program.

3.3.3 The Charter School may provide special services pursuant to a contract with a school district or other provider of such services.
3.4 **English Language Learners.**

The Charter School shall be responsible for meeting the needs of English language learners in compliance with Missouri and Federal law, including any Federal court decisions applicable to children of the district in which the Charter School is located.

3.5 **Student Conduct and Discipline.**

The Charter School shall comply with laws and regulations of the state, county, or city relating to minimum educational standards as specified by the state board of education, including the requirements relating to student discipline under sections 160.261, 167.161, 167.164, and 167.171, RSMo.

3.6 **School Records and Reporting.**

The Charter School shall comply with applicable federal and state (as specified by the state board of education) laws and regulations for maintenance and transmittal of school records including as provided for under section 167.020.7, RSMo, the Missouri Public School Record Retention Schedule, and the Federal Family Educational Rights and Privacy Act (FERPA).

3.7 **School Calendar; Hours of Operation.**

The Charter School shall comply with laws and regulations of the state, as specified by the state board of education, for the minimum number of school hours and days required under section 160.041, RSMo.

**Part 4: Charter School Finance**

4.1 **Fiscal Year.**

The Charter School shall operate on a fiscal year that begins on July 1 and ends on June 30.

4.2 **State School Aid: Charter School Duties**

4.2.1 For purposes of calculation and distribution of state school aid, pupils enrolled in the Charter School shall be included in the pupil enrollment of the school district within which each pupil resides.

4.2.2 The Charter School shall report the names, addresses, and eligibility for free and reduced lunch, special education, transportation and/or limited English proficiency status of pupils enrolled at the Charter School to the Sponsor in accordance with the Monitoring Plan.
4.2.3 The Charter School shall report the names, addresses, and eligibility for free and reduced lunch, special education, transportation and/or limited English proficiency status of pupils enrolled at the Charter School to the school district in which those pupils reside in accordance with the Monitoring Plan.

4.2.4 In accordance with the Department of Elementary and Secondary Education's (DESE's) Missouri Student Information System ("MOSIS") reporting guidelines, the Charter School shall report the average daily attendance data ("ADA"), free and reduced lunch count, special education pupil count, and limited English proficiency pupil count to DESE.

4.2.5 When a student discontinues enrollment at the Charter School, the Charter School shall promptly notify the Sponsor and DESE. Prompt updates to MOSIS or a successor information system shall constitute compliance with the requirements of this paragraph.

4.2.6 If at the end of the fiscal year the Charter School has received overpayment for that year, the Charter School shall be responsible for making repayment through one or more payment adjustments that DESE shall make in the subsequent fiscal year.

4.3 **State School Aid.**

4.3.1 The state school aid calculation shall be calculated according to state statute, currently detailed in RSMo 160.415, and shall be based on the Charter School's average daily attendance data, free and reduced lunch count, special education pupil count, and limited English proficiency pupil count.

4.3.2 On or about the 21st of each month, the Charter School shall receive a state school aid payment.

4.3.3 State school aid payments shall be based on the Charter School's current year weighted ADA.

4.3.4 If Missouri charter law is modified during the term of this charter to provide state school aid or other state funding for charter school Pre-K programs, nothing in this document shall be construed to prevent the Charter School from applying for state Pre-K funding and using it in accordance with Missouri law to directly operate Pre-K as part of its program.

4.3.5 If the state school aid payment is delivered to the Sponsor and not directly to the Charter School, then the Sponsor shall transfer such payment to the Charter School within 5 business days following the Sponsor's receipt from the state.

4.4 **School Funding: Eligibility and Calculation.**

4.4.1 In addition to the funds identified in the foregoing subsection, the Charter School is entitled to receive from the district of residence of a pupil attending the Charter
School any other federal or state aid that the district of residence receives on account of that child.

4.4.1 Title I

This Charter Agreement reflects a landmark agreement between a district and a charter school. As such, the agreement should fairly balance Charter School autonomy with the importance of working closely with the Sponsor and district on relevant services that both complement the offering of the Charter School and enhance the well-being of children in the district. To achieve this, the Sponsor shall transfer to the Charter School 75% of the per-child Title I funding that the Sponsor receives on account of that child, prior to the Sponsor’s otherwise-designated General Set Asides. The remaining 25%, which will remain with the Sponsor, shall be used by the Sponsor to fund the General Set Asides in the areas of Preschool, Neglected, and Delinquent as they would normally be spent, and may if necessary and appropriate also be used towards Administration. All other Title I requirements typically resulting in General Set Asides shall be the responsibility of the Charter School to properly allocate funding and ensure compliance, subject to oversight from the Sponsor. While this amount of Title I per-child funding is less than what many other charter schools in the KCPS boundaries currently receive, it accurately reflects the collaborative partnership between the Sponsor and Charter School and the parties’ joint belief in providing high-quality early learning to all children.

4.4.1.2 For the purposes of determining the Total Percent Economic Deprivation percentage reported to DESE and the resulting Title I counts and eligibility for free breakfast and lunch under the Community Eligibility Provision, the Charter School shall be subject to the same calculation that any other KCPS school is subject to. As of the date of this agreement, this includes the 1.6 multiplier currently applied to all other KCPS schools through the Community Eligibility Provision.

4.4.2 All other funds

All other funds, including but not limited to Title II funds, Special Education funds, and any other federal or state aid, shall be provided to the Charter School in comparable amounts to how such funds are provided to all other Charter Schools in the Kansas City Public Schools boundaries.

4.4.2 In the case of partial year enrollment of a pupil, the Charter School shall be entitled to state school aid in prorated amounts.

4.4.3 The Charter School shall be eligible for transportation state aid pursuant to section 163.161, RSMo.

4.4.4 The Charter School shall be eligible for a proportionate share of state and federal resources generated by students with disabilities or staff serving them.

4.4.5 The Charter School shall be eligible for a proportionate share of money generated under other federal or state categorical aid programs to the extent the School serves students eligible for such aid.
4.4.6 If any of the aforementioned non-state-aid payments are delivered to the Sponsor and not directly to the Charter School, then the Sponsor shall transfer all of the payments to the Charter School no later than 5 business days after the Sponsor’s receipt from the relevant state, federal, or other entity.

4.5 Tuition and Fees.
4.5.1 The Charter School shall not charge tuition or fees of any kind as a condition of enrollment.
4.5.2 The Charter School shall not impose any fees that a Missouri public school district would be prohibited from imposing.
4.5.3 Nothing in this section shall be interpreted to prohibit a Charter School from imposing fees that a Missouri public school district would be permitted to impose.

4.6 Debt.
4.6.1 The Charter School is authorized to incur debt in anticipation of receipt of funds including borrowing to finance facilities and other capital items provided that such incursion of debt or borrowing include a satisfactory plan for repayment, and in accordance with Missouri statutes.
4.6.2 In the event of dissolution of the Charter School, any liabilities of the School shall be satisfied in accordance with the Sponsor’s closure procedures and the procedures provided for in chapters 355, RSMo., and 160 RSMo.

4.7 Grants, Gifts and Donations.
Nothing in this Charter shall be interpreted to prevent the governing board of the Charter School from accepting grants, gifts or donations of any kind and to expend or use such grants, gifts or donations provided that any such grants, gifts or donations not be subject to a condition that is contrary to this Charter or any applicable law.

4.8 Financial Accounting and Reporting.
The Charter School shall timely submit to the Sponsor and DESE all accounting and reporting in accordance with the Monitoring Plan.
4.8.1 The Charter School shall adhere to practices that are consistent with the Missouri financial accounting manual.
4.8.2 All required Charter School accounting and reports shall be submitted to the Sponsor in a format compatible with Generally Accepted Accounting Principles ("GAAP").
4.8.3 The Charter School shall submit to DESE an Annual Secretary of the Board report ("ASBR") on or before August 15.

4.9 **Financial Audit.**

The Charter School shall conduct an annual Financial Statement Audit and Financial and Administrative Procedures Controls Review (collectively, the "Financial Audit").

4.9.1 The Financial Audit shall be conducted consistent with the Monitoring Plan including, but not limited to, (1) an audit of the accuracy of the Charter School's financial statements, (2) an audit of the Charter School's attendance accounting and revenue claims practices, and (3) an audit of the Charter School's internal control practices.

4.9.2 The auditor conducting the Financial Audit shall be a licensed certified public accountant.

4.9.3 The Financial Audit shall be completed and the report delivered to the Sponsor and DESE no later than October 31 following the conclusion of the fiscal year.

4.9.4 The Charter School shall publish Financial Audit results consistent with Chapter 165, RSMo.

4.9.5 The cost of the Financial Audit shall be borne by the Charter School.

4.9.6 The Financial Audit shall comply with state board of education rule, 5 CSR 30-4.030

4.10 **Financial Records**

All records of the Charter School are subject to inspection and production as required for fulfillment of the Sponsor's oversight duties. If the Charter is revoked, non-renewed or surrendered, or the Charter School otherwise ceases operations, the School shall manage all financial records consistent with the Sponsor's closure requirements.

4.11 **Assets.**

4.11.1 The Charter School shall maintain a complete and current inventory of all school property and shall update the inventory annually.

4.11.2 Any assets acquired by the Charter School are the property of the Charter School for the duration of the Charter and any subsequent renewals.

4.11.3 The Charter School shall take reasonable precautions to safeguard assets acquired with public funds.

4.11.4 If the Charter is revoked, non-renewed or surrendered, or the Charter School otherwise ceases to operate;
4.11.4.1 any assets acquired in whole or in part with public funds shall be deemed to be public assets; and

4.11.4.2 any material assets acquired wholly with private funds shall be disposed of consistent with Missouri nonprofit law provided that the Charter School must maintain records demonstrating that such assets have been acquired without the use of public funds; and

4.11.4.3 the Charter School shall manage all assets consistent with the requirements of the School Closure Protocol section of the Oversight Protocol.

4.11.5 If the Charter School’s records fail to establish clearly whether an asset was acquired with the use of public funds, the assets shall be deemed to be public assets.

4.11.6 As required by section 110.010.1, RSMo, and as recommended by the State Auditor’s Performance Audit (2004-59), the Charter School shall insure funds not covered by federal depository insurance.

4.12 Insurance and Surety.

The Charter School shall maintain at its sole cost and expense, without reimbursement, adequate policies in the areas of Comprehensive or Commercial General Liability; Worker’s Compensation; Property Insurance to address business interruption and casualty needs including fire and other hazards with replacement costs coverage for all assets listed in the Charter School’s property inventory and consumables; Comprehensive or Business Automobile Liability; Professional or Directors Liability to cover errors and omissions; and a surety bond for the chief financial officer of the School.

4.13 Sponsor Expenses.

The Sponsor shall be entitled to receive from the department of elementary and secondary education one and five-tenths percent (1.5%) of the amount of state and local funding allocated to the Charter School pursuant to section 160.415, RSMo., not to exceed one hundred twenty-five thousand dollars ($125,000), adjusted for inflation.

4.14 Shared Services.

As part of the partnership between a Charter School and a Sponsor that is a district, there is an opportunity for the Charter School to incur lower costs in areas where the Sponsor has an existing contract. Where relevant and possible, the Sponsor intends to allow the Charter School to buy back certain services at the Sponsor’s actual cost for those services. These services could include but are not limited to student assessment materials, school nursing, counseling, diagnostic services, and special education services.
Part 5: Sponsor-Charter School Relationship

5.1 Monitoring Plan.

The Sponsor shall base evaluation of the Charter School on the academic and operational performance indicators set out in the Performance section of the Charter School’s Monitoring Plan. Those indicators shall include, but not be limited to, Missouri statutes and DESE-established accountability requirements and consequences.

5.1.1 The Monitoring Plan may include school-specific performance goals to the extent such goals meet the Sponsor’s expectations for rigor, validity and reliability.

5.1.2 The Sponsor shall evaluate the Charter School at least annually consistent with the standards and measures set out in the Monitoring Plan.

5.1.3 The Sponsor shall make renewal decisions based on the Charter School’s performance in relation to the Monitoring Plan.

5.1.4 Evaluation of the Charter School through the Monitoring Plan shall be the role of the Kansas City Public Schools Charter Sponsor Liaison and/or designee.

5.2 Oversight.

5.2.1 The Sponsor shall have broad oversight authority over the Charter School and may, pursuant to section 160.405.8, RSMo, take all reasonable steps necessary to confirm that the Charter School is and remains in material compliance with this Charter and applicable law. The Sponsor’s oversight of the Charter School shall include the following activities:

5.2.1.1 Pre-opening, oversight, intervention, revocation, renewal, and closure processes and procedures for the Charter School;

5.2.1.2 Monitoring the performance and compliance of the Charter School within the terms of this Charter and applicable laws, policies and regulations;

5.2.1.3 Ensuring Charter School compliance with reporting requirements;

5.2.1.4 Monitoring the educational, legal, fiscal and organizational condition of the Charter School; and

5.2.1.5 Providing guidance to the Charter School on compliance and other operational matters.

5.2.2 Oversight activities described in 5.2.1 shall be the role of the Kansas City Public Schools Charter Sponsor Liaison and/or designee.

5.3 Renewal.
5.3.1 The Sponsor shall make renewal decisions consistent with the Sponsor's renewal decision-making procedures.

5.3.2 The Sponsor shall make renewal decisions based on the Charter School's performance in relation to the performance indicators set out in the Monitoring Plan.

5.4 Intervention.
Consistent with any oversight practices set out in the Monitoring Plan, the Sponsor shall follow a progressive system of notification and calls for corrective action on the part of the Charter School.

5.5 Revocation.
The Sponsor may revoke this Charter at any time if the Charter School commits a serious breach of one or more provisions of this Charter or on any of the following grounds:

5.5.1 Failure to meet academic performance standards as set forth in this Charter;

5.5.2 Failure to meet generally accepted standards of fiscal management;

5.5.3 Failure to provide information necessary to confirm compliance with all provisions of the charter and sections 160.400 to 160.420 and 167.349, RSMo, within forty-five (45) days following receipt of written notice requesting such information; and/or

5.5.4 Violation of law.

5.6 Reporting and Inspection.
All records established and maintained in accordance with the provisions of this Charter, applicable policies and/or regulations, and federal and state law shall be open to inspection by the Sponsor or its designees.

5.6.1 The Charter School shall grant the Sponsor access to student data collected by DESE and available through MOSIS.

5.6.2 Upon request, the Charter School shall report and/or make available to the Sponsor any information necessary to confirm ongoing compliance with this Charter, including but not limited to cumulative files and/or student information.

5.6.3 Access shall include the authority to review and copy documents.

5.6.4 Except as otherwise provided in this Charter, the Sponsor shall use such information exclusively for fulfillment of its oversight responsibilities or for compliance with the law and shall not use student information acquired from the Charter School for any other purpose.
5.6.5 The Sponsor shall provide the Charter School reasonable notice and, to the extent feasible, a schedule of regular reporting requirements.

5.7 Site Visits.

The Sponsor may, at its discretion, conduct announced or unannounced Site Visits consistent with its oversight authority. Such site visits may include any activities reasonably related to fulfillment of the Sponsor’s oversight responsibilities including, but not limited to, inspection of the facilities; inspection of records maintained by the Charter School; interviews and observations of the principal, Governing board, staff, school families, and community members; and/or observation of classroom instruction.

5.8 Complaints.

5.8.1 Any complaints or concerns received by the Sponsor about the Charter School or its operation, including but not limited to complaints filed with the Office for Civil Rights, Missouri Commission on Human Rights, and Equal Employment Opportunity Commission, shall be forwarded promptly by the Sponsor to the Charter School.

5.8.1.1 To the extent that concerns or complaints received by the Sponsor about the Charter School may trigger Sponsor intervention, including revocation or non-renewal of the Charter, the Sponsor may monitor the Charter School's handling of such concerns or complaints. In such cases, the Sponsor may request and the Charter School shall provide information regarding the Charter School's actions in responding to those concerns or complaints.

5.8.1.2 Within thirty (30) days of receipt of any documents, data and records provided by the Charter School pursuant to compliance with the terms of this Charter, the Sponsor shall notify the Charter School in writing of material problems, questions, concerns, and/or issues related to such documents, data, and reports.

5.8.2 The Charter School shall promptly forward to the Sponsor any formal complaints or concerns received by the Charter School including but not limited to complaints filed with the Office for Civil Rights, Missouri Commission on Human Rights, and Equal Employment Opportunity Commission, and/or formal grievances filed by any party with the governing board of the Charter School.

5.9 Reporting.

The Charter School shall timely provide to the Sponsor any reports necessary and reasonably required for the Sponsor to meet its oversight and reporting obligations.

5.9.1 Student records may include but are not limited to emergency contact information, health and immunization data, class schedules, attendance summaries, disciplinary
actions and academic performance standardized assessment results and documentation required pursuant to state and federal law.

5.9.2 The Sponsor shall endeavor to reduce the reporting burden it places on the Charter School by providing reasonable notice for requests, limiting requests to what is reasonably required for the Sponsor to fulfill its duties for oversight, accountability and reporting, and avoiding duplicative requests by accessing data collected by DESE through MOSIS.

5.10 Dispute Resolution.

In the event of a dispute between the Charter School and the Sponsor regarding the terms of this Charter or any other issue regarding the relationship between the Charter School and the Sponsor, the Parties agree to implement the following Dispute Resolution Plan in good faith.

5.10.1 Each Party agrees to notify the other, in writing, of the specific disputed issue(s).

5.10.2 Within thirty (30) days of sending written correspondence, or longer if both parties agree, the Charter School Representative and the Sponsor Representative, or their designees, shall confer in a good faith effort to resolve the dispute.

5.10.3 If the dispute has not been resolved following efforts to confer, the parties agree to identify a neutral, third-party mediator to assist in dispute resolution. The format of the third-party mediation process shall be developed jointly by the representatives and shall incorporate informal rules of evidence and procedure unless both parties agree otherwise. Mediation costs shall be shared equally between the Charter School and the Sponsor. The finding(s) or recommendation(s) of any mediator shall be non-binding unless the governing authorities of the Charter School and Sponsor agree jointly in writing to bind themselves.

5.10.4 In the event that neither the mediation process nor other good faith efforts achieve resolution of the dispute, the Charter School may exercise any legal rights and pursue any legal remedies that are available under applicable law.

5.10.5 In the event that neither the mediation process nor other good faith efforts achieve resolution of the dispute, the Sponsor may take any action it deems appropriate, consistent with its duty to ensure that the Charter School is in material compliance with this Charter and applicable law. Nothing in this section shall be construed to abridge or in any way limit the Sponsor's authority to revoke a Charter consistent with the requirements of section 160.405.7 RSMo, or any other applicable law.

5.11 Notification.

5.11.1 The Charter School shall notify the Sponsor immediately of any conditions that it knows are likely to cause it to violate the terms of this Charter or applicable law.
5.11.2 The Charter School shall notify the Sponsor immediately of any circumstance requiring the closure of the Charter School, including but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather-related event, other extraordinary emergency, or destruction of or damage to the school facility.

5.11.3 The Charter School shall immediately notify the Sponsor of the arrest or charge of any members of the Charter School’s governing board or of a Charter School employee for a crime punishable as a felony, any crime related to the misappropriation of funds or theft, any crime or misdemeanor constituting an act against a minor child or student, or of the investigation of a member of the Charter School’s governing board or of any Charter School employee for child abuse.

5.11.4 The Charter School shall notify the Sponsor immediately of any change in its corporate status with the Missouri Secretary of State's Office.

5.11.5 The Charter School shall notify the Sponsor immediately of a default on any obligation, which shall include debts for which payments are past due by forty-five (45) days or more.

5.11.6 The Charter School shall notify the Sponsor immediately if at any time during the school year, the Charter School's enrollment decreases by ten percent (10%) or more compared to the most recent pupil count submitted to the Sponsor and/or DESE.

Part 6: Contract Agreement

6.1 Entire Agreement.

The Parties intend this Charter, including all attachments and exhibits, to represent a final and complete expression of their agreement, which shall be considered the Charter. All prior representations, understandings and discussions are merged herein, and no course of prior dealings between the Parties shall supplement or explain any terms used in this document. The Parties recognize that amendments to this Charter may be approved from time to time hereafter.

6.2 Notice.

Any notice required or permitted under this Charter shall be in writing and shall be effective immediately upon personal delivery, subject to verification of service or acknowledgment of receipt, or three (3) days after mailing when sent by certified mail, postage prepaid to the following:

In the case of the Charter School:
Name: Dianne Cleaver, Chair of the Board of the Kansas City Neighborhood Academy
Address: The Urban Neighborhood Initiative, 2700 E. 18th Street, Suite 261, Kansas City, Missouri 64127
In the case of the Sponsor:
Name: Gerard Kitzi, Kansas City Public Schools Charter Sponsor Liaison
Address: Kansas City Public Schools, 1211 McGee Street, Kansas City, Missouri 64106

6.3 Indemnification and Disclaimer of Liability.

6.3.1 The Parties acknowledge that the Charter School is not acting as the agent of or under the direction and control of the Sponsor, except as required explicitly by law or this Charter, and that the Sponsor does not assume liability for any loss or injury resulting from the acts or omissions of the Charter School, its directors, trustees, agents, or employees.

6.3.2 The Charter School acknowledges that it is without authority to extend the faith and credit of the Sponsor to any third party. The Charter School shall clearly indicate to vendors and other entities and individuals that the obligations of the Charter School under agreement or contract are solely the responsibility of the Charter School and are not the responsibility of the Sponsor.

6.3.3 The Charter School shall defend, indemnify, and hold harmless the Sponsor and its officers, directors, agents, and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including but not limited to attorneys' fees and/or litigation expenses which may be brought or made against or incurred by the Sponsor on account of any action of the Charter School, its employees, agents or assigns. The provisions or limits of insurance required under this Charter shall not limit the liability of the Charter School.

6.3.4 The Sponsor shall defend, indemnify, and hold harmless the Charter School and its officers, directors, agents, and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including but not limited to attorneys' fees and/or litigation expenses which may be brought or made against or incurred by the Charter School on account of any action of the Sponsor, its employees, agents, or assigns. The provisions or limits of insurance required under this Charter shall not limit the liability of the Sponsor.

6.3.5 This Charter is not an employment contract. No officer, employee, agent, or subcontractor of the Charter School is an officer, employee, or agent of the Sponsor.

6.3.6 The Sponsor shall not be liable for the debts or financial obligations of the Charter School.

6.3.7 The Charter School shall not be liable for the debts or financial obligations of the Sponsor.

6.4 Waiver.

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

6.5 Assignment.

No right or interest in the this Charter may be assigned by anyone on behalf of the Charter School without prior written approval of the Sponsor and delegation of any contractual duty of the Charter School shall not be made without prior written approval of the Sponsor, which approval may be given or withheld at the sole discretion of the Sponsor. A violation of this provision shall constitute a serious breach of the Charter pursuant to section 160.405.7, RSMo. and shall be grounds for revocation of the Charter.

6.6 Applicable Law.

This Charter shall be governed by and construed in accordance with the laws of the state of Missouri and all applicable federal laws of the United States.

6.6.1 The Parties intend that where this Charter references federal or state laws, that they be bound by any amendments to such laws upon the effective date of such amendments.

6.6.2 The Charter School shall comply with all federal and state laws and regulations that are applicable to charter schools unless the School has expressly received a waiver from such laws and regulations. The Charter School shall conform, in all respects, with the educational standards contained in this Charter.

6.7 Severability.

The provisions of this Charter are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition, and the remainder of the Charter shall remain in effect unless otherwise terminated by one or both of the Parties.

6.8 Third Party Beneficiary.

The enforcement of the terms and conditions of this Charter, and all rights of action relating to such enforcement, shall be strictly reserved to the Sponsor and the Charter School. Nothing contained in this Charter shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the Parties to this Charter that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

6.9 Counterparts; Signature by Facsimile.
The Charter may be signed in counterparts, which shall together constitute the original Charter. Signatures received by facsimile by either of the Parties shall have the same effect as original signatures.

6.10 Modifications.

Any Modification to this Charter shall be effective only with approval of both the Sponsor and the Charter School as described in Section 1.1.7.

6.10.1 The Charter School may submit any proposed Modification to the Sponsor in accordance with guidance to be promulgated by the Sponsor.

6.10.2 Changes to the Charter that constitute Modifications (and are therefore subject to the approval described in Section 1.1.7) include, but are not limited to, the following:

6.10.2.1 Changes in senior management or the governing board's membership;
6.10.2.2 The termination or change of a comprehensive management company;
6.10.2.3 Changes to the mission statement;
6.10.2.4 Changes in the Charter School's calendar affecting the number of days of instruction;
6.10.2.5 Variances in actual enrollment that fall short of enrollment projections contained in the Charter by more than ten percent (10%);
6.10.2.6 Changes to the Geographic Preference Plan within 0.5 miles of the boundaries detailed in Addendum 2;
6.10.2.7 Changes in special education status or procedures; and
6.10.2.8 Changes to the educational program with respect either to content or method.

6.11 Material Amendments.

Any Material Amendment to this Charter shall be effective only with approval of both the Sponsor and the Charter School as described in Section 1.1.7.

6.11.1 The Charter School may submit any proposed Material Amendment to the Sponsor for guidance promulgated by the Sponsor.

6.11.2 Changes to the Charter that constitute Material Amendments (and are therefore subject to the approval described in Section 1.1.7) include, but are not limited to, the following:

6.11.2.1 Changes in legal status; ownership; or governance structure;
6.11.2.2 Changes in grade levels served that fall within what is covered by Missouri charter law on the date of adoption of this agreement, other than the addition of Pre-K;
6.11.2.3 Changes in location of the Facilities;
6.11.2.4 Changes in admissions preference or procedures, enrollment preferences or procedures, or the Geographic Preference Plan beyond 0.5 miles of the boundaries detailed in Addendum 2;

6.11.2.5 Changes in LEA status; and

6.11.2.6 Renewal of the Charter after the conclusion of the Charter term.

6.12 Non-Material Amendment.

A Non-Material Amendment to this Charter may be made effective by the Charter School through written Notification to the Sponsor.

6.12.1 Non-Material Amendments to the Agreement include, but are not limited to, the following:

6.12.1.1 Amendments to the Charter School's bylaws;

6.12.1.2 Revisions and/or amendments to the instructional methods or curriculum that do not affect the Charter School's mission or pupil performance standards;

6.12.1.3 Variances in actual enrollment that do not exceed or fall short of enrollment projections contained in the Charter by more than ten percent (10%);

6.12.1.4 Changes to the mailing address, telephone, and/or fax number of the Charter School provided that such changes do not constitute a change to the Charter School's location; and

6.12.1.5 Changes to the contact person located at the Charter School site.

6.12.2 The Sponsor may object in writing to a Non-Material Amendment either on the basis that the proposed change constitutes a Material Amendment or for other good cause that shall be stated in the objection.

6.12.3 Unless the Sponsor objects in writing, the Non-Material Amendment shall become effective after thirty (30) days.
DRAFT FOR DISCUSSION

Kansas City Public Schools and The Kansas City Neighborhood Academy Charter Agreement

IN WITNESS WHEREOF, the Parties have made and entered into this Charter as of the Effective Date.

Kansas City Public Schools

The Kansas City Neighborhood Academy

__________________________________________  ________________________________________
Signature                                           Signature

__________________________________________  ________________________________________
Name                                               Name

__________________________________________  ________________________________________
Title                                               President, Governing Board

__________________________________________  ________________________________________
Date                                               Date
Addendum 1: Framework for the Community and Family Involvement plan

Prior to opening, the Charter School shall:

1. Schedule regular monthly Community Meetings to share updates and gather input from the school’s parents and other community stakeholders. These Community Meetings will start no later than 2 months after the Charter Agreement’s approval or April 2016, whichever is later.
2. Develop regular electronic and print communications to share with the Charter School’s parents and other community stakeholders.
3. Meet regularly as agreed with the Kansas City Public School Charter Sponsor Liaison.
4. Outline a family communication plan for the first year of operations and share the plan with the Sponsor.
5. Ensures that vehicles are in place that empower parents and families of students attending the Charter School. This could include any or several of the following, and may also include other vehicles or strategies:
   - At least one member of the leadership team being dedicated to community engagement, services, and partnerships (e.g., The Director of Family Services and After School, which is currently a critical part of the KCNA staffing model).
   - Developing and delivering a parent advocacy training.
   - Inviting parents and community partners to staff trainings on student culture and/or other staff professional development programs.
   - Contracting with literacy experts to conduct parent trainings on supporting student literacy at home.
Addendum 2: Geographic Preference Plan

The priority of students’ enrollment at the Charter School is explained in detail in Section B.5 of the Kansas City Neighborhood Academy Charter Application.

The Charter Application references a “primary attendance zone” and a “secondary attendance zone.” These zones are as follows:

The Primary Attendance Zone includes:

- The Wendell Phillips Neighborhood, with its eastern boundary extended by one street. In other words, this is the area bounded on the north by 18th Street, on the south by 27th Street, on the west by The Paseo, and on the east by Montgall Avenue; and
- The mixed-income housing development sponsored by the Urban Neighborhood Initiative as part of its Purpose Built Communities strategy in the intended vicinity of the Charter School, as designated by the Urban Neighborhood Initiative.

The Secondary Attendance Zone includes:

- All other neighborhoods included in the Urban Neighborhood Initiative, as designated by the Urban Neighborhood Initiative, including the following:
  1. Beacon Hills
  2. Blue Hills
  3. Boston Heights / Mount Hope
  4. Center City
  5. Ivanhoe
  6. Key Coalition
  7. Manheim
  8. Squier Park
  9. Troostwood
Addendum 3: Framework for the Adoption and Adherence to a Student Discipline Policy and Related Documents

The Kansas City Neighborhood Academy (KCNA) is a community-driven school and as such seeks to ensure the views of the community are integrated into the Student Discipline Policy and related documents. The spirit of co-developing these documents is to ensure the resulting policy is inclusive and supports families to stay within the school community over the long run, should they choose to do so.

As such, the Kansas City Neighborhood Academy shall adopt a process that ensures parents and community stakeholders have a seat at the table to develop the Student Discipline Policy and related documents. The Charter School shall develop its initial Student Discipline Policy with the input of the parents who have enrolled their child/children in the 2016-2017 school year. The Student Discipline Policy or a related document – also with the input of parents who have enrolled their child/children in the 2016-2017 school year – will either implicitly or explicitly address the topics of students’ and parents’ rights.

The documents required in the Pre-Opening Requirements will be complete before the opening of the Charter School, and additional documents may be developed over time using this same process to ensure parent and community input.

NOTE: For the purposes of this Charter Agreement, the “Student Discipline Policy” is synonymous with the “Code of Conduct,” and through the process of its development, it may also take on another name pending input from key stakeholders including the school staff, parents, and community stakeholders.
Addendum 4: Human Resources Philosophy, Policies and Processes

The mission of Kansas City Neighborhood Academy is to build a community of students, teachers, staff, and families that works together to prepare all students to be successful as 21st century learners and leaders.

We can only achieve this goal if KCNA employs and retains high-quality educational professionals and staff. KCNA values all of its employees and will treat them with fairness, respect and dignity at all times. KCNA’s employees are valued for their knowledge, skills, talent, flexibility, commitment and creativity that they bring to the school. Recruiting, developing, fairly compensating, and retaining these people is our most compelling human resources task.

Recognizing the central importance and significant challenges of educating young people effectively, KCNA has adopted the following human resources philosophy. In pursuit of our mission we will:

- Recruit highly qualified and motivated individuals who care foremost about the success of children and families.
- Follow recruitment practices that recognize the importance of diversity in the workplace.
- Ensure a diverse workforce in a discrimination-free environment by maintaining rigorous compliance with all employment laws and regulations; and through appropriate employee and management training.
- Provide a competitive salary and benefits package for all employees.
- Maintain a compensation system that rewards increased responsibility, improved teaching effectiveness, continuing professional education and development, and experience.
- Nurture the full potential of our workforce by investing in high-quality professional development, continuing education, and training.
- Institute a workday schedule that allows time and support for effective teacher collaboration.
- Ensure frequent feedback related to job performance through a comprehensive performance review process that is focused on positive coaching and enhancing teaching skills and effectiveness.
- Create a clear pipeline for career advancement through progressive experience and responsibilities.
- Inspire and encourage a high level of employee morale through recognition, effective communication and constant feedback.
- Invest in effective leadership training in our managers.
- Encourage staff to be involved in and contribute to the community and to professional activities and organizations.
- Provide a work environment that respects our staff as family members, including the assurance of the opportunity for teachers to send their own children to the school (subject only to Missouri charter law and school capacity).

In addition to this comprehensive human resources philosophy, as part of the Pre-Opening Requirements of the Monitoring Plan, KCNA will develop and approve the appropriate human resource policies and processes that will ensure the philosophy is put into practice.
In particular, KCNA will develop a fair process concerning staff grievances, discipline, and termination that includes the opportunity for review and appeal within the leadership and governance structure of the Kansas City Neighborhood Academy, Inc.

The policies detailed in the Pre-Opening Requirements shall also ensure that KCNA complies with all Missouri and federal employment and labor laws concerning employment status, interviews and offer letters, documentation, employee orientation, personal leave policy, personnel evaluations, and termination and exit interviews, including but not limited to the Wage and Hour-Fair Labor Standards Act; the Family and Medical Leave Act; and the Equal Employment Opportunity Act.
Exhibit 1: Monitoring Plan

This Monitoring Plan contains 3 sections:

- Exhibit 1.1: Pre-Opening Requirements
- Exhibit 1.2: Academic Accountability Plan (as per the Performance Contract in the KCNA Charter)
- Exhibit 1.3: Operational Program Quality Plan
### Exhibit 1.1: Pre-Opening Requirements

<table>
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<tr>
<th>Category</th>
<th>Task</th>
<th>Key Actions</th>
<th>Due Date</th>
<th>Verified by Sponsor?</th>
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</thead>
<tbody>
<tr>
<td><strong>Enrollment and Admissions</strong></td>
<td>Enrollment Policy and Admissions materials approved by school governing board, if different from Policy and materials approved by sponsor in original charter application and charter agreement.</td>
<td>• Draft Enrollment Policy and Admissions Materials aligned with the charter and Addendum 2 &lt;br&gt; • Ensure alignment with state, county, and city laws &lt;br&gt; • Submit to the school governing board for review and approval &lt;br&gt; • Prepare package for submission to sponsor for approval</td>
<td>Before the school begins recruitment and enrollment of potential students</td>
<td>Verified or Not Verified or Not Applicable</td>
</tr>
<tr>
<td><strong>Enrollment and Admissions</strong></td>
<td>Roster of enrolled students, including name, address, grade, and prior school attended.</td>
<td>• Prepare package for submission to sponsor</td>
<td>At school opening, or at first enrollment count</td>
<td>Verified or Not Verified or Not Applicable</td>
</tr>
<tr>
<td><strong>DESE Web Login</strong></td>
<td>Gain secure access to DESE web portal</td>
<td>• Complete and submit the ePeGs Security Form and the DESE Web Systems User ID request form, available online &lt;br&gt; • Fax forms to the Charter School Office</td>
<td>June 15</td>
<td>Verified or Not Verified or Not Applicable</td>
</tr>
<tr>
<td><strong>Missouri Student Information System (MOSIS)</strong></td>
<td>Register for access to MOSIS</td>
<td>• Submit the following information to the Charter School Office: &lt;br&gt; o Authorized representative &lt;br&gt; o Address &lt;br&gt; o Phone Number &lt;br&gt; o Email Address &lt;br&gt; • Once PIN code is received from the Charter School Office, complete the MOSIS Access Request Form &lt;br&gt; • Fax forms to Data Management Department</td>
<td>June 15</td>
<td>Verified or Not Verified or Not Applicable</td>
</tr>
<tr>
<td><strong>Governance</strong></td>
<td>School governing board officer appointments (Chair/President, Treasurer, etc.)</td>
<td></td>
<td>Prior to opening</td>
<td>Verified or Not Verified or Not Applicable</td>
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## Kansas City Public Schools and The Kansas City Neighborhood Academy Charter Agreement

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<th>Category</th>
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</table>
| Governance   | Final Organizational Chart for governance, senior management, and instructional leadership, if different from Organizational Chart submitted to sponsor in original charter application. | • Submit to the school governing board for review and approval  
• Prepare package for submission to sponsor | Prior to opening | VERIFIED or NOT VERIFIED or NOT APPLICABLE |
| Governance   | Proof of non-profit status                                           |                                                                             | Prior to opening | VERIFIED or NOT VERIFIED or NOT APPLICABLE |
| Governance   | Insurance for the school governing board                             |                                                                             | Prior to opening | VERIFIED or NOT VERIFIED or NOT APPLICABLE |
| Governance   | Resume and affirmation of eligibility to serve for each school governing board member, including affirmation of: | • Submit to the school governing board for review and approval  
• Prepare package for submission to sponsor | Prior to opening | VERIFIED or NOT VERIFIED or NOT APPLICABLE |
|              | • Criminal background check for original and current school governing board members  
• Child abuse registry check for original and current school governing board members  
• Employee of sponsor cannot sit on the school governing board |                                                                      |                |                      |
| Governance   | School governing board-approved by-laws including a satisfactory conflict of interest policy, if different from By-laws submitted to sponsor in original charter application. | • Draft/re-draft by-laws  
• Ensure alignment with state, county, and city laws  
• Submit to the school governing board for review and approval  
• Prepare package for submission to sponsor | Prior to opening | VERIFIED or NOT VERIFIED or NOT APPLICABLE |
**Category** | **Task** | **Key Actions** | **Due Date** | **Verified by Sponsor?**
---|---|---|---|---
**Governance** | Proof of Federal tax exemption status or demonstration of application for Federal tax exemption status | | Prior to opening | VERIFIED or NOT VERIFIED or NOT APPLICABLE
**Educational Program** | School governing board-approved Code of Conduct or Student Discipline Policy for approval, if different from what was submitted to sponsor in original charter application. | • Follow framework provided in Addendum 3 in the development of the Code of Conduct, Student Discipline policy, and/or other relevant documents | Prior to opening | VERIFIED or NOT VERIFIED or NOT APPLICABLE
**Educational Program** | School calendar, including official start date for the 2016-2017 school year. | | Prior to opening | VERIFIED or NOT VERIFIED or NOT APPLICABLE
**Educational Program** | Emergency contact information for the school principal. | | Prior to June 1 | VERIFIED or NOT VERIFIED or NOT APPLICABLE
**Administration and Staff** | Staff roster that details teaching qualifications, including certification and federal NCLB / ESSA “highly qualified teacher” status for teachers of core academic subjects. | • Review policy and state, county, and city laws to ensure compliance  
• Post jobs, recruit, screen, and hire  
• Maintain all appropriate certifications, certificates and checks (criminal, medical, etc.)  
• Submit proper assurances to sponsor for personnel compliance and qualifications | August 1, or 10 days prior to school opening | VERIFIED or NOT VERIFIED or NOT APPLICABLE
**Administration and Staff** | Written documentation that the charter school has completed health, safety, and criminal background checks on all school staff and volunteers that come into direct contact with the school’s students | • Review policy and state, county, and city laws to ensure compliance  
• Post jobs, recruit, screen, and hire  
• Gain access to the DESE system used to complete background checks by emailing school contact information to webreplyimprcharter@dese.mo.gov  
• Maintain all appropriate certifications, certificates, and checks (criminal, medical, etc.) | August 1, or 10 days prior to school opening | VERIFIED or NOT VERIFIED or NOT APPLICABLE
### Kansas City Public Schools and The Kansas City Neighborhood Academy Charter Agreement

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</thead>
<tbody>
<tr>
<td>Administration and Staff</td>
<td>Register for The Public School Retirement System of Kansas City</td>
<td>• Submit proper assurances to sponsor for personnel compliance and qualifications</td>
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<tr>
<td></td>
<td></td>
<td>• Contact the appropriate retirement system</td>
<td>Prior to school opening</td>
<td></td>
</tr>
<tr>
<td>Budget</td>
<td>Submit the school governing board-approved budget, with detailed assumptions for ALL revenues and expenditures, for the first year of operation.</td>
<td>• The fiscal year for the first year of operation is July 1, 2016 through June 30, 2017</td>
<td>June 1</td>
<td>VERIFIED or NOT VERIFIED or NOT APPLICABLE</td>
</tr>
<tr>
<td>Budget</td>
<td>Submit monthly cash flow projection for the first year of operation.</td>
<td></td>
<td>Prior to school opening</td>
<td></td>
</tr>
<tr>
<td>Budget</td>
<td>Submit the school governing board-approved five-year budget, including general assumptions used to project budget (i.e. changes in enrollment, number of teachers, projected increase in revenue or expenditures, salary increases, etc.)</td>
<td></td>
<td>Prior to school opening</td>
<td></td>
</tr>
<tr>
<td>Budget</td>
<td>Submit Federal Charter Schools Program Grant Application</td>
<td></td>
<td>Prior to school opening</td>
<td></td>
</tr>
<tr>
<td>Financial Management</td>
<td>Submit Electronic Fund Transfer (EFT) Enrollment Forms</td>
<td></td>
<td>June 15</td>
<td>VERIFIED or NOT VERIFIED or NOT APPLICABLE</td>
</tr>
<tr>
<td>Financial Management</td>
<td>Surety bond in an amount agreed to by sponsoring</td>
<td></td>
<td>Prior to school opening</td>
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</table>
# Kansas City Public Schools and The Kansas City Neighborhood Academy Charter Agreement

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<tr>
<th>Category</th>
<th>Task</th>
<th>Key Actions</th>
<th>Due Date</th>
<th>Verified by Sponsor?</th>
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</thead>
<tbody>
<tr>
<td><strong>Financial Management</strong></td>
<td>Completed necessary state documents to generate payment; request assignment of County-District and Building Codes and completion of vendor paperwork.</td>
<td>Prior to school opening; Draft financial accounting practices (policies, manual); Ensure alignment with state, county, and city laws; Submit to the school governing board for review and approval; Prepare package for submission to sponsor for approval (cover letter to sponsor requesting review and approval with supporting documentation).</td>
<td>Prior to school opening</td>
<td>VERIFIED or NOT APPLICABLE</td>
</tr>
<tr>
<td><strong>School Facility and Building Safety</strong></td>
<td>Signed lease, use agreement, or other evidence that the school has secured a suitable facility</td>
<td>120 days prior to opening</td>
<td></td>
<td>VERIFIED or NOT VERIFIED or NOT APPLICABLE</td>
</tr>
<tr>
<td></td>
<td>Certification from the Sponsor that the Facility contains all the furniture, fixtures, and equipment that were already located in or provided to the relevant Facility during the 2015-2016 school year.</td>
<td>Within 10 days of the end of the 2015-16 school year in the relevant Facility.</td>
<td></td>
<td>VERIFIED or NOT VERIFIED or NOT APPLICABLE</td>
</tr>
<tr>
<td></td>
<td>Submit valid Certificate of Occupancy (if applicable)</td>
<td>July 15, or 30 days prior to school opening, whichever is earlier</td>
<td></td>
<td>VERIFIED or NOT VERIFIED or NOT APPLICABLE</td>
</tr>
<tr>
<td></td>
<td>Submit Safety and Emergency Plan.</td>
<td>July 15, or 30 days prior to opening, whichever is earlier</td>
<td></td>
<td>VERIFIED or NOT VERIFIED or NOT APPLICABLE</td>
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<tr>
<td>Category</td>
<td>Task</td>
<td>Key Actions</td>
<td>Due Date</td>
<td>Verified by Sponsor?</td>
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</table>
| Transportation| Transportation plan (if applicable) and related health and safety certificates. | - Review policy and state, county, and city laws to ensure compliance  
- Post RFP, recruit, screen, and hire/write contract  
- Maintain all appropriate certifications, certificates and checks (health and safety, criminal, medical, etc.)  
- Submit proper assurances to sponsor for personnel compliance and qualifications | Prior to school opening                        | NOT APPLICABLE          |
| Food Services| Food service plan (if applicable) and related health and safety certificates. | - Review policy and state, county, and city laws to ensure compliance  
- Post RFP, recruit, screen and hire/write contract  
- Maintain all appropriate certifications, certificates, and checks (health and safety, criminal, medical, etc.)  
- Submit proper assurances to sponsor for personnel compliance and qualifications | Prior to school opening                        | NOT APPLICABLE          |
| Insurance    | Submit evidence of appropriate insurance coverage                     |                                                                                                       | August 1, or 10 days prior to opening       | NOT APPLICABLE        |
## Exhibit 1.2: Academic Accountability Plan

All goals are as per the Performance Contract in the KCNA Charter

**Goal 1.1** KCNA will make clear progress towards closing the achievement gap

- **Method(s) of assessment:** Missouri Assessment Program (MAP) in Communications Arts and Mathematics
- **Benchmarks:**
  - **Year 3 (2018-19):** The percentage of KCNA students scoring “Proficient” or above will exceed the Kansas City Public Schools district average for schools with similar demographics.
  - **Year 4 (2019-20):** The percentage of KCNA students scoring “Proficient” or above will exceed the Kansas City Public Schools district average.
  - **Year 5 (2020-21):** The percentage of KCNA students scoring “Proficient” or above will exceed the Missouri state average of schools serving similar demographics.

<table>
<thead>
<tr>
<th>Method of assessment</th>
<th>Grade</th>
<th>Year 1 2016-17</th>
<th>Year 2 2017-18</th>
<th>Year 3 2018-19</th>
<th>Year 4 2019-20</th>
<th>Year 5 2020-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Missouri MAP in Communication Arts</td>
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<td>6</td>
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<tr>
<td>Met Benchmark?</td>
<td>N/A</td>
<td>N/A</td>
<td>YES or NO</td>
<td>YES or NO</td>
<td>YES or NO</td>
<td></td>
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<tr>
<td>Missouri MAP in Mathematics</td>
<td>3</td>
<td></td>
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<td>6</td>
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<tr>
<td>Met Benchmark?</td>
<td>N/A</td>
<td>N/A</td>
<td>YES or NO</td>
<td>YES or NO</td>
<td>YES or NO</td>
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</tbody>
</table>
Goal 1.2 Increase the percentage of students scoring at or above the mean Student Status Norm on the NWEA Measure of Academic Progress (MAP) test or similar test in reading and mathematics by an average of 3 percentage points each year. If the percentage points of students at or above the mean Student Status Norm is 50 percent or above, the expectation for each subsequent year is to increase the percentage of students at or above the national norm by 1 percentage point each year thereafter.

- **Method(s) of assessment:** Multiple administrations (3 times per year) of the NWEA MAP test in reading and mathematics
- **Benchmarks:**
  - Year 1 (2016-2017): Establish a benchmark of students scoring at or above the mean Student Status Norm.
  - Year 2 (2017-2018) through Year 5 (2020-2021): Increase the percentage of students scoring at or above the mean Student Status Norm by an average of 3 percentage points each year. If the percentage points of students at or above the mean Student Status Norm is 50 percent or above, the expectation for each subsequent year is to increase the percentage of students at or above the national norm by 1 percentage points each year thereafter.

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<tbody>
<tr>
<td></td>
<td>KCNA % above mean Student Status Norm</td>
<td>KCNA % above mean Student Status Norm</td>
<td>KCNA % above mean Student Status Norm</td>
<td>KCNA % above mean Student Status Norm</td>
<td>KCNA % above mean Student Status Norm</td>
</tr>
<tr>
<td>NWEA MAP in Reading</td>
<td>YES or NO</td>
<td>YES or NO</td>
<td>YES or NO</td>
<td>YES or NO</td>
<td>YES or NO</td>
</tr>
<tr>
<td>NWEA MAP in Math</td>
<td>YES or NO</td>
<td>YES or NO</td>
<td>YES or NO</td>
<td>YES or NO</td>
<td>YES or NO</td>
</tr>
<tr>
<td>Met Benchmark?</td>
<td>N/A</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
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</tbody>
</table>
Goal 1.3 KCNA will earn an Annual Performance Report that meets or exceeds the state standard and that reaches at least 70% by the school’s fifth year of operation.

- **Method(s) of assessment**: School Annual Performance Report
- **Benchmarks**:
  - Year 3 (2018-19): APR will reach at least 50%
  - Year 4 (2019-20): APR will reach at least 60%
  - Year 5 (2020-21): APR will reach at least 70%

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<tbody>
<tr>
<td>AYP</td>
<td></td>
<td></td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
</tr>
<tr>
<td>Met Benchmark?</td>
<td>N/A</td>
<td>N/A</td>
<td>or</td>
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</table>

Goal 2.1 Students at KCNA will be engaged and invested students who attend school regularly. At least 90% of KCNA students will attend school at least 90% of the time.

- **Method of assessment**: Attendance rates calculated by MSIP 5 Performance Standard 4 where the percent of students who regularly attend school meets or exceeds the state standard or demonstrates required improvement

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<tbody>
<tr>
<td>Attendance rate of highest attending 90% of students</td>
<td></td>
<td></td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
</tr>
<tr>
<td>Met Benchmark?</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
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<tbody>
<tr>
<td>Met Benchmark?</td>
<td>or</td>
<td>or</td>
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</tbody>
</table>
Goal 3.1 Staff will participate in professional learning that is ongoing, is relevant, is consistent with industry standards and is driven by the mission of the school. Each year, 100% of teachers and administrators will develop and complete individual professional development plans.

- **Method of assessment**: Staff professional development plans

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<tbody>
<tr>
<td>Rate of completion of staff professional development plans</td>
<td>YES or NO</td>
<td>YES or NO</td>
<td>YES or NO</td>
<td>YES or NO</td>
<td>YES or NO</td>
</tr>
<tr>
<td>Met Benchmark?</td>
<td>YES or NO</td>
<td>YES or NO</td>
<td>YES or NO</td>
<td>YES or NO</td>
<td>YES or NO</td>
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</table>

Goal 4.1 Families will be invested in the school’s mission and operate as effective advocates for their children’s learning and development.

- **Method(s) of assessment**: Parent contracts, parent/teacher conference tracking
- **Benchmarks**:
  o 75% percent of caregivers of KCNA students will participate in at least one parent/teacher conferences in Academic Year 2016-17 and participation will increase by 5 percentage points per year thereafter up to 95%.
  o The families of 95% of KCNA students will sign “Family/School Contracts” in Academic Year 2016-17 and participation will increase by at least 1 percentage point per year thereafter up to 100 percent.

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<tbody>
<tr>
<td>% of caretakers participating in at least 1 parent/teacher conference</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>% of families signing “Family/School Contracts”</td>
<td>YES or NO</td>
<td>YES or NO</td>
<td>YES or NO</td>
<td>YES or NO</td>
<td>YES or NO</td>
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<tr>
<td>Met Benchmark?</td>
<td>YES or NO</td>
<td>YES or NO</td>
<td>YES or NO</td>
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</table>
Goal 5.1 KCNA will prioritize prudent financial management and overall operational effectiveness. The school will operate within its means, maintain an operating reserve of at least 3%, and receive a “clean” opinion its independent financial audit each year.

- **Method(s) of assessment:** annual budgets, a clean opinion on the audited financial statements and maintenance of an operating reserve.

<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Maintained an operating reserve of at least 3%</td>
<td></td>
<td></td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
</tr>
<tr>
<td>Received a “clean” opinion in its independent financial audit</td>
<td></td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
</tr>
<tr>
<td>Met Benchmark?</td>
<td>N/A</td>
<td>or</td>
<td>or</td>
<td>or</td>
<td>or</td>
</tr>
<tr>
<td></td>
<td>NO</td>
<td>NO</td>
<td>NO</td>
<td>NO</td>
<td>NO</td>
</tr>
</tbody>
</table>

Goal 6.1 Starting in year four, KCNA will ensure that a member of its leadership team takes on the role of a neighborhood education coordinator and helps to share best practices between KCNA and neighboring traditional and charter schools.

<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>Name of leadership team member who takes on the role of a neighborhood education coordinator and helps to share best practices</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>YES</td>
</tr>
<tr>
<td>Met Benchmark?</td>
<td>N/A</td>
<td>or</td>
<td>or</td>
<td>or</td>
<td>or</td>
</tr>
<tr>
<td></td>
<td>N/A</td>
<td>NO</td>
<td>NO</td>
<td>NO</td>
<td>NO</td>
</tr>
</tbody>
</table>
## Exhibit 1.3: Operational Program Quality Plan

### Financial Performance and Sustainability

<table>
<thead>
<tr>
<th>Targets</th>
<th>2016-17</th>
<th>2017-18</th>
<th>2018-19</th>
<th>2019-20</th>
<th>2020-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial reporting: Timely and sufficient filing of required reports</td>
<td>MET TARGET or DID NOT MEET</td>
<td>MET TARGET or DID NOT MEET</td>
<td>MET TARGET or DID NOT MEET</td>
<td>MET TARGET or DID NOT MEET</td>
<td>MET TARGET or DID NOT MEET</td>
</tr>
<tr>
<td>Financial position: Positive net assets and adequate reserve</td>
<td>MET TARGET or DID NOT MEET</td>
<td>MET TARGET or DID NOT MEET</td>
<td>MET TARGET or DID NOT MEET</td>
<td>MET TARGET or DID NOT MEET</td>
<td>MET TARGET or DID NOT MEET</td>
</tr>
<tr>
<td>Cash flow: Adequate working capital</td>
<td>MET TARGET or DID NOT MEET</td>
<td>MET TARGET or DID NOT MEET</td>
<td>MET TARGET or DID NOT MEET</td>
<td>MET TARGET or DID NOT MEET</td>
<td>MET TARGET or DID NOT MEET</td>
</tr>
<tr>
<td>Long-range planning: Balanced, based on valid, evidence-based assumptions</td>
<td>MET TARGET or DID NOT MEET</td>
<td>MET TARGET or DID NOT MEET</td>
<td>MET TARGET or DID NOT MEET</td>
<td>MET TARGET or DID NOT MEET</td>
<td>MET TARGET or DID NOT MEET</td>
</tr>
<tr>
<td>Short-term planning: General budget-actuals alignment</td>
<td>MET TARGET or DID NOT MEET</td>
<td>MET TARGET or DID NOT MEET</td>
<td>MET TARGET or DID NOT MEET</td>
<td>MET TARGET or DID NOT MEET</td>
<td>MET TARGET or DID NOT MEET</td>
</tr>
<tr>
<td>Financial commitments: In good standing with regards to financial obligations</td>
<td>MET TARGET or DID NOT MEET</td>
<td>MET TARGET or DID NOT MEET</td>
<td>MET TARGET or DID NOT MEET</td>
<td>MET TARGET or DID NOT MEET</td>
<td>MET TARGET or DID NOT MEET</td>
</tr>
<tr>
<td>Audits: Came back unqualified with no major findings</td>
<td>MET TARGET or DID NOT MEET</td>
<td>MET TARGET or DID NOT MEET</td>
<td>MET TARGET or DID NOT MEET</td>
<td>MET TARGET or DID NOT MEET</td>
<td>MET TARGET or DID NOT MEET</td>
</tr>
</tbody>
</table>

### School Governing Board Performance and Stewardship

<table>
<thead>
<tr>
<th>Targets</th>
<th>2016-17</th>
<th>2017-18</th>
<th>2018-19</th>
<th>2019-20</th>
<th>2020-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Open Meetings Law: Noticed and conducted consistent with open meetings law</td>
<td>MET TARGET or DID NOT MEET</td>
<td>MET TARGET or DID NOT MEET</td>
<td>MET TARGET or DID NOT MEET</td>
<td>MET TARGET or DID NOT MEET</td>
<td>MET TARGET or DID NOT MEET</td>
</tr>
<tr>
<td>Conflict of interest: Decision-making that is free of conflicts and consistent with the school governing board's fiduciary duty to act in the best interest of the school</td>
<td>MET TARGET or DID NOT MEET</td>
<td>MET TARGET or DID NOT MEET</td>
<td>MET TARGET or DID NOT MEET</td>
<td>MET TARGET or DID NOT MEET</td>
<td>MET TARGET or DID NOT MEET</td>
</tr>
</tbody>
</table>
## Grievances: Material compliance with applicable due process laws and school governing board policy
- **2016-17**: MET TARGET or DID NOT MEET
- **2017-18**: MET TARGET or DID NOT MEET
- **2018-19**: MET TARGET or DID NOT MEET
- **2019-20**: MET TARGET or DID NOT MEET
- **2020-21**: MET TARGET or DID NOT MEET

## Organizational reporting: On time and complete, consistent with applicable law, the charter, and sponsor policy
- **2016-17**: MET TARGET or DID NOT MEET
- **2017-18**: MET TARGET or DID NOT MEET
- **2018-19**: MET TARGET or DID NOT MEET
- **2019-20**: MET TARGET or DID NOT MEET
- **2020-21**: MET TARGET or DID NOT MEET

## Legal compliance: Material compliance with all applicable law
- **2016-17**: MET TARGET or DID NOT MEET
- **2017-18**: MET TARGET or DID NOT MEET
- **2018-19**: MET TARGET or DID NOT MEET
- **2019-20**: MET TARGET or DID NOT MEET
- **2020-21**: MET TARGET or DID NOT MEET

## Parent and community engagement

<table>
<thead>
<tr>
<th>Targets</th>
<th>2016-17</th>
<th>2017-18</th>
<th>2018-19</th>
<th>2019-20</th>
<th>2020-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enrollment lottery conducted in accordance with applicable law, school governing board policy, and the terms of the charter</td>
<td>MET TARGET or DID NOT MEET</td>
<td>MET TARGET or DID NOT MEET</td>
<td>MET TARGET or DID NOT MEET</td>
<td>MET TARGET or DID NOT MEET</td>
<td>MET TARGET or DID NOT MEET</td>
</tr>
<tr>
<td>Compliance with the plan or revised plan(s) resulting from the Framework outlined in Addendum 1</td>
<td>MET TARGET or DID NOT MEET</td>
<td>MET TARGET or DID NOT MEET</td>
<td>MET TARGET or DID NOT MEET</td>
<td>MET TARGET or DID NOT MEET</td>
<td>MET TARGET or DID NOT MEET</td>
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Exhibit 2: The Kansas City Neighborhood Academy Charter

Attached behind this page is the full Cover Letter, signed Performance Contract, Narrative, and Appendix for the Charter of the Kansas City Neighborhood Academy. This document was unanimously approved by the Missouri Department of Elementary and Secondary Education on December 1, 2015, for a term of five (5) years.