



KANSAS CITY PUBLIC SCHOOLS OFFICE OF EDUCATION COLLABORATION

updated 8/15/22

Charter
School
Sponsorship
Manual

KCPS Mission and Core Beliefs

The mission of KCPS is to achieve, in a way that is unencumbered by excuses, our vision for education by ensuring that all children benefit from teaching and learning. The school district will do this through:

- Inquiry-based instruction that involves active-learning, and is project-oriented, collaborative, and facilitated by meaningful professional development
- Successful instructional settings where teachers continually coach each child to develop deep understanding and educational proficiency, while meeting all Adequate Yearly Progress goals
- Cooperative planning among principals and teachers to ensure attainment of district goals
- Substantial autonomy to each learning community

KCPS Vision

KCPS envisions its schools as places where every student will develop a deep understanding of the knowledge and skills necessary to pursue higher education, obtain family-supporting employment, contribute to the civic well-being of the community, and have the opportunity for a rewarding and fulfilling life.

KCPS Sponsored Charter Schools (as of March 1, 2022)

Active Schools:

Allen Village School (Pk-12)

Established in the fall of 1999. Allen Village School is a PreK-12 charter school located in the heart of Westport with two campuses within walking distance of one another. Allen Village School focuses on student success in an academic challenging, yet safe environment, by maintaining a low teacher to student ratio and facilitating learning through advanced technological resources for students and staff. Students are also provided a personal laptop (or iPad for K-2) to use during the school year to enhance their learning experiences. Allen Village School has been sponsored by KCPS since May 2019.

Crossroads Charter Schools (Pk-12)

Crossroads Charter Schools is a network of three charter schools located in downtown Kansas City. Crossroads prepares students to excel by providing an academically rigorous education. Crossroads' mission is to prepare and inspire students to build a better tomorrow by providing an academically rigorous K-12 education in a creative, collaborative, community-focused environment. Crossroads Charter Schools has been sponsored by KCPS since January 2022.

Gordon Parks Elementary (Pk-4)

Gordon Parks Elementary is a small, family like charter school for children in grades K-4. Acting on its conviction that every child has promise, Gordon Parks provides children, including those who are at-risk, an individualized education that is balanced to develop character, intellect, creativity and physical well-being. Gordon Parks Elementary School believes culture creates connection which drives collaboration which then allows for strong core instruction. Gordon Parks Elementary has been sponsored by KCPS since February 2022.

This manual was initially created in 2015, rev. March 2022, rev. May 2022, and updated August 2022.

Table of Contents

I.	Sponsor Commitment and Capacity	1
A.	Commitment and Values	1
B.	Capacity	2
C.	Organizational Chart.....	3
D.	Conflict of Interest	3
II.	Application Process and Decision-Making	5
A.	Letter of Interest and Initial Application Process and Procedures.....	5
1.	Letter of Interest.....	5
2.	Application Process.....	5
B.	Renewal Application Process and Procedures.....	7
III.	Sponsorship Oversight	9
A.	Oversight visits and reviews.....	9
B.	Oversight Calendar	9
C.	Governance Oversight.....	10
D.	Academic Performance Oversight	11
1.	Charter Schools with average APR scores between 50% - 69%	11
2.	Charter Schools with average APR scores below 50%	12
E.	Fiscal Management Oversight	13
1.	Fiscal Solvency	14
2.	Federal Funds Monitoring for Charter Schools Where KCPS is the LEA	14
IV.	Charter School Transfers	16
A.	Current Sponsor Voluntarily Relinquishes Authority to Sponsor	16
1.	Transfer Request to KCPS Office of Education Collaboration.....	16
2.	Initial Meeting	17
3.	Evaluation of Transfer Applicant	17
4.	KCPS Approved Transfer Request.....	17
B.	Unilateral Transfer Request of School Seeking a Different Sponsor	18
V.	Intervention, Probation, and Revocation.....	20
A.	Intervention.....	20
B.	Probation	20
C.	Revocation.....	21
VI.	Closures	22
A.	School Closure Policy, Process and Procedures Closure Policy	22
1.	Transition Team	22

- 2. Communication..... 23**
- 3. Management of Student Records..... 23**
- 4. Management of Business and Personnel Records 23**
- 5. Disposition of Assets State and Federal Funds..... 24**
 - B. Sustained Academic Quality and Summer School 25
 - C. Dissolution of the Non-Profit Corporation. 25
- VII. Resources 26**
 - A. Capacity 26
 - B. Applications..... 26
 - C. Renewals..... 27
 - D. Intervention, Probation, and Revocation 27
 - E. Closures 27
 - F. Oversight..... 27
 - G. Links to Charter School Laws 28
- I. Charter Contract Template 30**
- II. Sample Charter School Performance Goals 45**
- III. REVOCATION ADMINISTRATIVE HEARING PROCEDURES 64**
 - A. RECOMMENDATION FOR REVOCATION PROCESS 64**
 - B. APPEAL PROCESS..... 64**

I. Sponsor Commitment and Capacity

Kansas City Public Schools will explore any and all opportunities that may offer an enhanced educational experience for children and families with the goal to ensure all children living within the KCPS boundaries have access to a quality Pre-K through 12 educational experience and graduate ready for college, career and life.

Since 2015, charter school sponsorship is another way in which KCPS supports quality education for all children in the Kansas City Public Education System. KCPS is committed to supporting and advancing the purposes of Missouri's charter school law and quality sponsorship practices. Charter school sponsors in Missouri are charged by the state with three primary tasks:

- Evaluate and approve charter school applications;
- Monitor school compliance with state and federal regulations and meeting charter goals; and
- Provide intervention, renew or revoke school charters based on operational and/or academic performance and compliance.

A. Commitment and Values

Mission Driven. KCPS recognizes that each charter school is unique in vision, mission, curriculum and instruction, school culture and leadership. The differences exist within their individual missions, available resources, and the communities they serve will be reflected within the accountability plan with the charter agreement.

School Autonomy. KCPS and its Office of Education Collaboration support and preserve the autonomy of the charter schools they sponsor. Boards and school leaders are independent of the District as their sponsor. Budget, curriculum and instruction, and operational decisions are recognized and respected as responsibilities of each charter school's board, educational leaders, and staff members.

Accountability. Charter schools are accountable for their academic and operational performance. KCPS encourages and supports the schools it sponsors in their efforts to make informed instruction and curriculum decisions with the use of data. It is the schools' responsibility to demonstrate and document operational and academic performance as per the charter agreement and state standards. Charter renewal or revocation decisions will be transparent, and data driven.

While KCPS provides support to charter school boards, leaders, and staff members, the District is not responsible for the schools' operations or overall effectiveness, but for holding schools accountable for student academic performance, organizational and financial operations, and governance functions. KCPS charter schools are accountable for fulfilling obligations to the public, which include the following:

- Strong academic performance,
- Sound governance, management, and stewardship of public funds, and

- Public information and operational transparency in accordance with law.

Protects Students & Public Interest. The Kansas City Public Schools expects its charter schools to be successful, and will provide operational guidance, professional development, data, and oversight processes with the sole purpose of supporting effective and productive schools. The well-being and interests of students and personnel are paramount factors in providing the community with viable schools of choice. These factors include a positive learning environment, academic achievement, a safe facility, and a school culture of mutual respect and dignity. KCPS sponsored charter schools fulfill fundamental educational obligations to all students which include:

- Nonselective, nondiscriminatory access to all eligible students;
- Fair treatment in admissions and disciplinary actions for all students; and
- Appropriate services for all students, including those with disabilities and English learners, in accordance with applicable law.

B. Capacity

The Kansas City Public Schools (KCPS) will employ or contract for services to ensure capacity to carry out all sponsoring activities essential to charter school oversight (including, but not limited to, guidance as to best practices surrounding academic performance accountability, education leadership, curriculum, instruction, assessment, special education, federal programs, governance, fiscal management, compliance with state and federal law, and general administration and operation of the school). KCPS will retain records showing that all individuals working in the Office of Education Collaboration and/or in the capacity of the office who have any contact with students complete a criminal background check and a Missouri Family Care Safety Registry (FCSR) check as outlined in section 168.133(1), RSMo.

KCPS will employ or contract oversight support that evaluates performance, monitors compliance, informs intervention and renewal decisions, and ensures autonomy as outlined in section 160.400.11(4), RSMo.

KCPS will develop procedures as outlined by section 160.400.16(1)-(6), RSMo. In addition to these Procedures and Guidelines of the KCPS Office of Education Collaboration, applicable KCPS guidelines to regulate its sponsored charter schools can be found here.

KCPS will provide an annual report showing that no less than ninety percent (90%) of its charter school sponsorship funds are expended in support of its charter school sponsorship program as outlined in section 160.400.11(1), RSMo.

In alignment with 5 CSR 20-100.260.1(E), KCPS retains records showing that all individuals conducting sponsorship work, including any individual who has contact with students, complete a criminal background check and Missouri's Family Care Safety Registry (FCSR) check as outlined in section 168.133.1, RSMo.

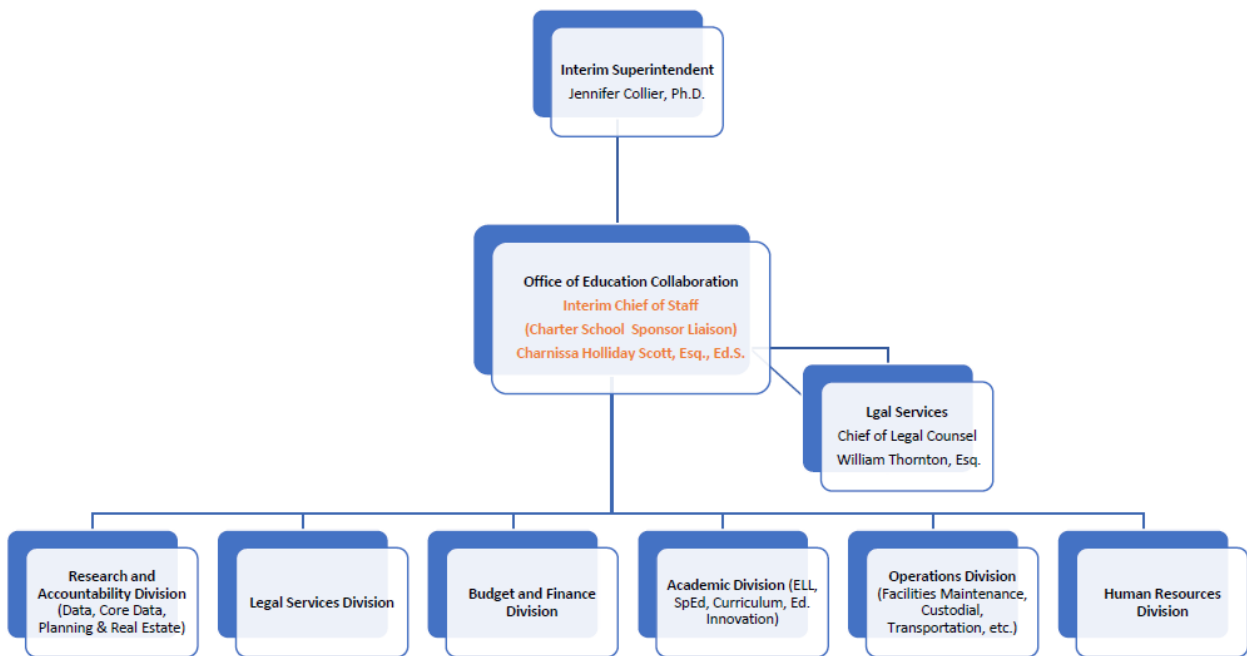
KCPS will maintain capacity for intervention and/or closure purposes when any charter school sponsored by the District does not satisfactorily meet the expectations established by the charter school agreement and/or state statutes.

C. Organizational Chart

The KCPS Office of Education Collaboration is staffed by the Director of Educational Systems. The Director reports to the Chief Legal Counsel and the Superintendent. She has access to resources and technical supports from all the KCPS divisions and departments for the specific support needed at the time.

The Office is planning to expand, whether through contracting with consultants or hiring employees, in Fall 2022 due to the recent transfers of two charter schools from the University of Central Missouri portfolio.

Below is the current Office of Education Collaboration Organizational Chart:



D. Conflict of Interest

In accordance with 5 CSR 20-100.260.1(F), the KCPS Office of Education Collaboration ensures that sponsor staff and members of the sponsor’s decision-making body comply with this conflict-of-interest guideline with respect to the charter schools it sponsors.

KCPS Office of Education Collaboration staff and consultants are prohibited from:

- Receiving from an applicant for a charter school a fee of any type for the consideration of a charter, nor does KCPS condition its consideration of a charter on the promise of future payment of any kind (5 CSR 20-100.260.2(A) and section 160.400.6, RSMo);
- Holding any office or employment from the board of directors of any charter school sponsored by KCPS; and
- Holding any employment from any charter school sponsored by KCPS.

A charter school sponsored by KCPS may contract with an Office of Education Collaboration consultant for services. A charter school sponsored by KCPS may contract with KCPS for services.

II. Application Process and Decision-Making

A. Letter of Interest and Initial Application Process and Procedures

KCPS Office of Education Collaboration will provide feedback to the proposed applicant after submission. KCPS will have increased scrutiny for charter school proposals with similar missions and locations of charter schools KCPS already sponsors or may exist in the Kansas City public education system. KCPS will maintain a thorough charter application process as outlined in section [160.400.11\(2\), RSMo.](#)

1. Letter of Interest

The applicant for the proposed charter school shall provide the KCPS Office of Education Collaboration with a Letter of Interest of five pages or less outlining the proposed school, providing an overview of:

- Mission and vision,
- Educational need and contribution to the overall educational community,
- Governance structure and operations (organizational chart),
- Educational program,
- School size and grade levels, student recruitment area, including any plans for sequential enrollment,
- Proposed location and facilities,
- Plan for parental and community involvement,
- Financial plan,
- Anticipated year of opening and full enrollment,
- Describe the uniqueness of the school and how it differs from existing schools in the system,
- Founding team members and their resumes (not included in the five pages),
- Description of the capacity to open and operate the school, and
- Contribution to the overall educational community.

The Office of Education Collaboration will review the Letter of Interest within fourteen (14) business days. Feedback to the proposed applicant will be provided via the KCPS Charter Pre-Application Rubric which may be found on the KCPS website [here](#).

2. Application Process

a) Individuals Making Application

After a potential charter school applicant has submitted the proposal, received feedback, and has been encouraged to submit an application, the applicant will follow the Kansas City Public Schools Charter School Application.

The charter school applicant must start the process to establish a nonprofit corporation pursuant to [Chapter 355, RSMo](#), and have nonprofit status prior to the application approval.

b) Third Party Education Service Providers

A charter school that contracts with third party providers of educational design and/or management must include additional provisions and structures within its application that verify rigorous, independent contract oversight by its governing board and the school’s financial independence from the external provider. This includes the following:

- Its governing board is independent from the third-party provider’s management and/or governing board.
- The school’s finances are separate from the provider’s finances.
- The school’s financial operations and decision-making are independent of the provider’s operations and governance.

c) Application Timeline

All applications will be vetted by the KCPS Charter Sponsor Advisory Committee. The Committee is comprised of internal and external individuals with experience in public education, board governance, accounting and finance, data management, marketing, and charter school operations.

The KCPS application review process may take up to 90 days to review applications and determine if it will sponsor the proposed school. Missouri Statutes require charters be granted by the State Board of Education by January 31 in order to open school the following school year. [160.405.2\(1\) RSMo](#). In order to meet this deadline, applications must be received by KCPS by July 1 of the year prior to the school’s opening date. For approval prior to the date required by statute, refer to the table below.

Date application must be received by KCPS	Date application must be approved by KCPS	Date application must be received by DESE	State Board of Education votes on application
February (year prior to school’s opening date)	April (year prior to school’s opening date)	June (year prior to school’s opening date)	August (year prior to school’s opening date)
March (year prior to school’s opening date)	June (year prior to school’s opening date)	July (year prior to school’s opening date)	September (year prior to school’s opening date)

March (year prior to school's opening date)	June (year prior to school's opening date)	August (year prior to school's opening date)	October (year prior to school's opening date)
May (year prior to school's opening date)	August (year prior to school's opening date)	October (year prior to school's opening date)	December (year prior to school's opening date)
July (year prior to school's opening date)	October (year prior to school's opening date)	November (year prior to school's opening date)	January (year of school's opening date)

B. Renewal Application Process and Procedures

If KCPS supports renewal, the school will complete a renewal application for submission to the Missouri State Board of Education through the Department of Elementary and Secondary Education. The renewal application process is more streamlined than the one for new charter school applications. In brief, here are the three steps in the renewal process:

- Step 1: Application Submission
- Step 2: Contract Renewal
- Step 3: DESE Submission and State Board Approval

STEP 1: Application Submission by November 1

Application Template

Currently, the KCPS Office of Education Collaboration recommends that our charter schools use DESE's renewal application template and submit the application online directly to DESE. By statute, schools that evidence strong student academic performance as measured by state assessments over the previous four years may complete an expedited application. They may also qualify for a renewal term of up to ten years.

Required elements

The KCPS Office of Education Collaboration requires all applicants to present the following elements in their renewal application:

- A clear and compelling mission and vision
- A quality educational program backed up with a Performance Contract
- A sound business plan and projected budget for the next five years
- Strong evidence that effective governance and management structures and systems will continue to be in place
- Plans for the school's growth and development over the five-year length of the renewal charter
- Clear evidence of the applicant's capacity to execute its plans successfully

- Assurance that the school understands the procedures for closure and distribution of assets.
- If the school has not averaged over 70% APR during its current contract term, provide a rationale for renewal
- Appendices that include
 - Articles of Incorporation and Bylaws
 - Five-Year Budget and year-one cash flow analysis with budget assumptions noted
 - Prospective Board Member resumes

KCPS Collaboration and Review

The Office of Education Collaboration staff as part of the KCPS Charter Sponsor Advisory Committee rigorously evaluate each element of the application. The Office of Education Collaboration may raise concerns or recommend revisions and will work with the school to address them to finalize the document.

Board Approval

The board of the proposed charter school must formally approve the application.

STEP 2: The School and KCPS Renew Their Contract

KCPS and the approved school agree to a separate contractual agreement that lays out additional terms defining the relationship between the two. The term of this contract covers the next five years of the school's operation (or longer if the school qualifies as described above). The KCPS Board and the charter school's board must approve and sign the agreement. To examine the full contract template, see Appendix 2: KCPS-Charter School Contract Template.

STEP 3: DESE Submission and State Board Approval

Once finalized and approved, the school submits its application to the Department of Elementary and Secondary Education for the Missouri State Board of Education's approval, as outlined in Missouri's Revised State Statutes. The deadline for submission to DESE is January 1.

The Department of Elementary and Secondary Education reviews the application on behalf of the State Board of Education and may offer recommended changes to assure alignment with statute and regulations. Applicants are not required to accept Department recommendations outside of statutory or regulatory requirements.

At the Missouri State Board of Education February meeting, DESE's Coordinator of the Charter Schools Program office and the KCPS Office of Education Collaboration Director present the renewal application for review and approval. An electronic copy of the final renewal application must be submitted to DESE Charter School coordinator in Jefferson City, Missouri.

III. Sponsorship Oversight

A. Oversight visits and reviews.

The foremost responsibility of the Kansas City Public School District (KCPS) Office of Education Collaboration is to monitor its sponsored charter schools' student academic performance to ensure students are receiving a quality education. Sponsors also ensure the procedures followed at the school in the area of board governance, financial operations, administration and operation of the school are sound. Throughout the year the KCPS Office of Education Collaboration conducts site visits and document reviews to provide oversight in the four areas, while ensuring each school's autonomy and its adherence to the mission and goals stated in the original charter remain intact.

The oversight process begins with staff members collaborating with school officials. Persons responsible for collecting and analyzing performance data include the staff of the Office of Education Collaboration with additional staff members and/or consultants. Oversight may take place in the form of site visits and/or document reviews. At the end of each school year, all the reviews are compiled into an Oversight Report which is presented to the school's governing board.

The purpose of the Oversight Report is two-fold. The first purpose is to provide the results of the oversight conducted throughout the year, as a progress report, for the school's governing board to compare the school's academic achievement and overall school operations from year to year. The second purpose of the report is to provide the governing board with a tool in making instructional decisions based on annual data with specific and reliable recommendations. Beginning in the 2022-2023 school year, a copy of each school's Oversight Report will be located on the KCPS Office of Education Collaboration website.

B. Oversight Calendar

Kansas City Public Schools Office of Education Collaboration
Charter School Oversight Calendar and Document Submission/Review

July/August

FY Budget

Proof of Board Passage of FY Budget (board minutes)

September - December

Gather Beginning of School Year Documents

- ASBR Report
- Board Meeting Dates
- Enrollment Numbers
- School Calendar

Academic Accountability Review

Charter Renewals (if applicable)

Collection and Use of Data

Core Data Reporting Review (ongoing monitoring)

Curriculum Development (ongoing monitoring)

Facilities and Safety Review

Fiscal Audit Board Meeting Attendance
Instructional Program (ongoing monitoring)
Report Academic Accountability Data to School Governing Boards
Special Education Review (ongoing monitoring)
Student Enrollment and Records Review
Update to the Missouri Joint Committee on Education
Update to KCPS Board of Directors

January

Fiscal Audit and Financial Review
Personnel/Certification/Payroll /Background Checks
Salary Schedule (if applicable)
Strategic Plan Review

- Professional Development
- Technology Plan
- Federal Program Plan(s)
- Facilities Maintenance Plan
- Assessment Plan

February

Board Policy Review
Enrollment Update
Governance Review
Student Records / Files

March

Open Enrollment and Lottery Procedures
Website Compliance Review

April/May/June

Compilation of All Reviews into the Annual Oversight Report
Compliance with Kansas City School District Retirement System
Facilities (2nd Review)
Required Training and Drills Review

C. Governance Oversight

KCPS will provide the following oversight activities around the areas of governance:

- Ensure that the charter school board members have received adequate board training from entities such as Missouri School Board Association; Missouri Charter Public School Association, Charter Board Partners, etc.
- Provide the KCPS Policy BBFA-1 “Board Member Conflict of Interest and Financial Disclosure;”
- Monitor the charter board members’ compliance with Missouri statutory requirements including successfully passing a criminal background check and family care safety registry check (RSMo 160.400.14) and that charter school employees may not be board members (RSMo 160.400.15). 4) Monitor compliance with Missouri Sunshine Law.

- Annually review financial information to identify if the charter school is in financial distress according to RSMo 160.417, and if it is, work with the charter board to implement a budget and education plan.
- Attend Charter School board meetings (at least two yearly).
- Annually review the charter school's compliance with statutory standards including: 1) participation in the statewide system of assessments (RSMo 160.518); 2) completion/distribution of annual report card (RSMo 160.522); 3) collection of baseline data during the first 3 years of operation to determine the longitudinal success of the charter school; 4) a method to measure pupil progress (RSMo 160.514); and 5) publication of an annual performance report.
- Review Charter School's compliance with Review minutes from board meetings.
- Review and monitor Financial Audit.
- Require Charter School Board to post minutes from all board meetings on their website.

D. Academic Performance Oversight

The academic performance expectations of charter schools will be detailed in a Performance Contract between KCPS and each charter school it sponsors. The Performance contract will be approved by the KCPS Board and included in the Charter school application to the DESE. The performance contract will be aligned with state standards and will be based on state performance standards.

KCPS may have internal or external individuals who to perform walkthroughs in the classrooms at the sponsored charter school. Observing individuals may include the charter school sponsor liaison, staff from the curriculum and instruction department, consultants and field directors from DESE when requested. Also, the KCPS Assessment department will be available to work in conjunction with charter school personnel to create student, teacher and parent surveys, if they do not already exist, and provide distribution methods to the sponsored charter school, when needed.

The Charter School's performance expectations and the educational goals and objectives will be a focus in KCPS monitoring academic performance. Additionally, KCPS's expectation is that each charter school it sponsors have an APR score of 70% or greater for contract renewal. If a school is not at 70% at the time of renewal, the Office of Education Collaboration I will review the charter school's trend APR scores, trend growth scores, whether there have been significant interventions implemented or changes made in the school to support student academic growth and make a decision with the input of a Renewal Review Team.

For charter schools with average APR scores below 70% for two of the last three review years, KCPS will implement the following interventions:

1. Charter Schools with average APR scores between 50% - 69%

For schools that have average APR scores between 50%-69%, KCPS will review all relevant data. Appropriate program audits around the area(s) of concern, will be completed, and the results will be used to develop or revise a Comprehensive School Improvement Plan (CSIP). The audits may

focus on any of the following: curriculum and assessment, data, finance, governance, parent involvement, professional learning, community involvement.

Develop an intervention plan with the charter school which includes interventions to support student academic growth or increased instructional support minutes for students such as: extend school year programming, extend opportunities for school day programming beyond the traditional 6 1/2 hour school day, provide a structured afterschool program for students who are not proficient in English language arts and mathematics, provide a structured afterschool program in partnership with a community agency, nonprofit group, or other organization, create opportunities for meaningful parent/community involvement, and determine and provide local wraparound services. Intervention implementation is the financial responsibility of the school, although the sponsor may use its sponsor funds to assist.

2. Charter Schools with average APR scores below 50%

KCPS will review all relevant data. Appropriate program audits around the areas of concern will be completed, and the results will be used to develop or revise a Comprehensive School Improvement Plan (CSIP) to inform the development of an updated performance contract. The audits may focus on any of the following: curriculum and assessment, data, finance, governance, parent involvement, professional learning, community involvement. This plan will be reviewed quarterly.

Develop an intervention plan with the charter school which includes interventions to support student academic growth or increased instructional support minutes for students such as: extend school year programming, extend opportunities for school day programming beyond the traditional 6 1/2 hour school day, provide a structured afterschool program for students who are not proficient in English language arts and mathematics, provide a structured afterschool program in partnership with a community agency, nonprofit group, or other organization; create opportunities for meaningful parent/community involvement, and determine and provide local wraparound services. Intervention implementation is the financial responsibility of the school, although the sponsor may use its sponsor funds to assist.

- Determine the date the charter school shall be placed on probation or lapse.
- If the charter school meets specific established performance standards of an APR score between 50 – 70%, KCPS will remove probation status of the charter school and interventions at their level will continue.
- If the charter school does not improve sufficiently to an APR score between 50-70%, KCPS may revoke or non-renew the charter school and close the building.

Additional interventions may include establishing a School Improvement Advisory Committee, holding quarterly meetings, establishing a monitoring support team, submission of monthly reports to the monitoring support team, and establishing wrap-around services.

When a charter school shows deficiencies in academic performance, the charter school sponsor representative may coordinate with KCPS curriculum and instruction staff and offer technical assistance to the charter school. Technical assistance may include but is not limited to attending

professional development workshops, additional classroom observations, and assistance in establishing data teams.

E. Fiscal Management Oversight

As schools are in the business of educating students, academic performance should be the primary outcome by which a charter school is evaluated. But a charter school cannot provide students with a good education if it cannot meet payroll, afford to keep the lights on in the building, or worse yet, improperly uses public funds that should be spent in the classroom. Clearly, fiscal health is a key indicator of charter school success, and monitoring financial performance and position is inherent to quality charter school sponsorship.

The KCPS Office of Education Collaboration and closely monitor school financial operations and performance to ensure that the necessary safeguards are in place to maintain a solvent fiscal status. KCPS will ensure all charter schools it sponsors have financial control policies in place and that their board has knowledge of and are trained in what the policies include. Examples of financial control policies include: two signatures on all checks, bidding out all large purchases and/or services, procurement policies, and the prevailing wage.

As part of oversight responsibilities mandated by state statute and DESE, the Office of Education Collaboration and its school finance consultants:

- Review essential financial documents including but not limited to:
 - ASBR Report
 - Annual budget and budget updates
 - Enrollment numbers
 - Quarterly financials published on our school's websites
 - Independent Annual Audit
 - Internal control and procurement policies and procedures
 - Attendance reports
- Review finances over the summer and early fall to identify that a charter school is financially stressed as defined by statute; and if so, notifies the charter school's board no later than November 1.
- Require that all monthly financial reports to the charter school's board are submitted to the Office of Education Collaboration or accessible by the Office through the charter school's website.
- Ensure that the school acquires the services of a qualified independent auditor to conduct an annual financial audit and that the summary is published in a local newspaper for public access.
- Monitor that all financial controls are in place to assure that all state and federal revenue are expended for sole purpose of operating the school.
- Ensure that the schools utilize the coding procedures prescribed in the Missouri Financial Accounting Manual.
- Ensure that the school board of directors reviews a monthly check register and approves payments exceeding the amount established in its charter school policy prior to issuing payment.

- Ensure that the school board of directors has control of all bank accounts where state and federal money is deposited.
- Monitor compliant fiscal management of federal funds.
- Ensure that the school has in place and follows a procurement process when contracting for services and purchases (when required by law).
- Monitor the submission of the Annual Secretary of the Board Report (ASBR).

1. Fiscal Solvency

KCPS will monitor all contributing components for fiscal solvency beginning with the application process and throughout the term of the Performance Contract. Should fiscal solvency become an issue for the charter school, the KCPS Office of Education Collaboration may provide support and/or intervention in financial planning by the following:

- Providing assistance in developing budget, requiring charter schools' details of estimated revenue and expenditures with enrollment target for the proposed term. Also, by ensuring the budget is consistent with the school's plan, mission, educational program, staffing and facility needs, including any plan to incur debt payments.
- Requiring charter schools to have a contingency plan for any budget shortfall and cash flow challenges.
- Requiring charter schools to provide cash flow analysis for the fiscal year that KCPS will review on a monthly basis.
- Reviewing monthly payment plans requiring charter schools to provide monthly budget vs actual report.
- Requiring charter schools to have a contingency plan for any budget shortfall and cash flow challenges.
- Monitoring the Audit selection process, final audit report and management response.
- Designating a KCPS Finance staff person to work directly with each charter.

A review by KCPS will be performed to view charter's procedures and inspection of access to and physical control of check book, with attention to software access security, and appropriate segregation of duties to minimize opportunity for fraud. If needed, KCPS may provide technical assistance to the charter school in preparation for its annual fiscal audit.

2. Federal Funds Monitoring for Charter Schools Where KCPS is the LEA

Should KCPS serve as the sponsored charter school's LEA, KCPS will monitor the operation of Title I programs in every participating charter school pursuant to federal law. Quarterly on-site compliance visits will be conducted at each school site. The following items are audited in every Title I School each visit:

Highly Qualified

- Current Roster of all Staff
- LEA Plan for Highly Qualified Teachers
- Highly Qualified Status Certificates w/Educator Certification

Staff Paid with Federal Funds

- Instructional Coach Logs
- Instructional Paraprofessional Schedules
- Parent Involvement Representatives
- Supplemental or Content Teachers Professional Development
- Agendas/Sign-in sheets/Minutes
- Handouts
- Payroll (if applicable)
- Professional Development Plans

Single Source Funding

- Federal Programs Employee Certification Forms
- Certificates of Pay (One each semester)

Parent Involvement

- Agendas/Sign-in sheets/Minutes
- Flyers/Any Communication Sent Home
- Student/Parent/School Compacts (Parent Suggestion Notes to Leadership Team)
- School Parent Involvement Plan
- Annual Meeting Compliance Documents (Held at the beginning of the school year)
- Annual Review Compliance Documents (Held at the end of the school year)
- Districtwide Title I Needs Assessment and Parent Involvement Review held in the Spring of each school year

Budget Transfers

- Budget Transfers (if applicable)

Review items were selected from among all ESEA Title I, Part A requirements to ensure that the compliance review covers all major aspects of the law, and that the monitoring focuses – to the extent feasible – on those matters most related to the educational purposes of ESEA. This monitoring system has benefited from the input of KCPS parents, school administrators, teachers, community groups, and others. It has undergone extensive legal and programmatic review to ensure that all items tie directly to federal law.

If a charter school is not compliant with the use of federal funds, they will be placed on probation and KCPS staff will increase on-site monitoring visits to once per month. If the charter school remains noncompliant, KCPS may begin the revocation process of the charter school.

IV. Charter School Transfers

The KCPS Office of Education Collaboration may assume sponsorship of a charter school currently operating under a contract with another sponsor under the following circumstances:

1. When the school's current sponsor voluntarily relinquishes authority to sponsor schools;
or
2. When the school unilaterally seeks a different sponsor.

Any school notified of closure by its sponsor will not be eligible to transfer to the Office of Education Collaboration. The school may submit a new application to be considered for sponsorship.

At the time of transfer, or before agreeing to assume sponsorship, the Office of Education Collaboration or its designee(s) will evaluate each school. The Office of Education Collaboration may contract with external reviewers to evaluate and report on the academic, financial, and operational strength of the school, as well as the governance of the school.

The transfer process is designed to ensure continuity of support for the charter school, accurate and timely data submissions, and accurate transmittal of funds due to sponsors.

As written, transfer from one charter school sponsor to another is guided only by 5 CSR 20-100.275, which addresses the second circumstance outlined previously: when the school unilaterally seeks a different sponsor. Therefore, the KCPS CSO policy and process attempts to address the gap between the language of the law and the intentions of the law, in alignment with practices in place prior to the implementation of the law.

A. Current Sponsor Voluntarily Relinquishes Authority to Sponsor

1. Transfer Request to KCPS Office of Education Collaboration

If a sponsor relinquishes their responsibilities for a specific school or its entire portfolio of schools, and the charter school has requested transfer to the KCPS Office of Education Collaboration, the sponsor may work with the Office of Education Collaboration to accept the school(s).

If prior to the expiration of the contract between the current sponsor and the charter school, the charter school requests a transfer to KCPS, the process will be guided by 5 CSR 20-100.275.

In both cases, the charter school board will submit to the KCPS CSO a letter of intent requesting transfer to the KCPS CSO. Written notice shall include, but not be limited to:

- Rationale for the request
- Timeline (on which date would they transfer?)

- Contact information for the previous sponsor (this will facilitate coordination during the transfer, if it is granted)

If the request for transfer to the KCPS CSO is requested to take place when the school unilaterally seeks a different sponsor (circumstance 2 listed above), the requesting school must also provide:

- Statement from the current sponsor that they have been released from the charter contract (if still under an active contract with a sponsor who has not had the authority to sponsor removed by DESE or the SBOE)
- Evidence that the applicant has solicited input from and notified students in grades 5-12, parents/guardians, and staff of the request to transfer sponsors at least four (4) months prior to approaching other sponsoring institutions related to potential transfer. Feedback will be included in the application for transfer (only if the charter school is unilaterally choosing to transfer sponsors).

2. Initial Meeting

After receiving the request for transfer, the KCPS Office of Education Collaboration will meet with the school leader and board chair to clarify the decision-making process that determines if the school qualifies for transfer. The Office of Education Collaboration Director will clarify the transfer guidelines and process to be followed for subsequent submissions. When considering a transfer request from another sponsor to the Office of Education Collaboration, the Office of Education Collaboration will utilize a similar process as is used when considering schools for renewal.

3. Evaluation of Transfer Applicant

The KCPS Office of Education Collaboration will begin the evaluation of a transfer applicant with a school visit and review of a cumulative performance report that summarizes the charter school's performance record over the charter term in accordance with the performance expectations set forth in the charter contract and performance contract. Such a review will depend on the oversight and reports of the previous sponsor and the Department of Elementary and Secondary Education.

The Office of Education Collaboration will also review the school's updated charter and 5-year projections. The updated charter agreement shall include all elements of the initial charter and a strategic plan. The Office of Education Collaboration staff will assess the charter for capacity, competence, and priorities. The charter will also be evaluated for compliance with all provisions of Sections 160.400 through 160.425, RSMo, and any amendments thereto.

After the review the Office of Education Collaboration will issue a notice to the charter school indicating whether or not the Office of Education Collaboration will accept transfer of the charter, within 30 days of receiving the request. If denied transfer, the letter will indicate the reasons for denial.

4. KCPS Approved Transfer Request

The KCPS Office of Education Collaboration will notify DESE within five business days of approving a transfer request. The Office of Education Collaboration will also notify the current sponsor and begin the process of coordinating the transfer.

Schools with one year or less left on their current contract will be accepted into the Office of Education Collaboration's renewal process, governed by the Office of Education Collaboration's Renewal Policy and Application, and according to the rating received following evaluation of the transfer application. Schools with two or more years left on their existing contract will remain on their existing performance contract or enter a new performance contract, at the Office of Education Collaboration's discretion.

- A school meeting expectations may propose amendments to the current contract.
- A school partially meeting expectations must provide the Office of Education Collaboration with specific plans for improvement/turnaround. Once accepted by the Office of Education Collaboration, the plans will be incorporated into a new or revised Performance Contract.
- A school not meeting expectations will be asked to submit an intervention plan. Once accepted by the KCPS CSO, the plan will be incorporated into a new or revised Performance Contract for the duration of the existing term.

B. Unilateral Transfer Request of School Seeking a Different Sponsor

If the application for transfer takes place after SY22 and in alignment with 5 CSR 20-100.275.1(A), a transfer of charter school sponsorship from one sponsor to another prior to the expiration of the current contract, may only occur if approved by the State Board of Education (board).

In this situation and as outlined in 5 CSR 20-100.275.1(B), all standards and requirements established in the current charter contract shall remain in effect until the scheduled renewal of the charter school unless the board approves any changes.

As outlined in 5 CSR 20-100.275.1(C), all parties, the charter school, and its current sponsor, along with the proposed sponsor, must submit a joint application for transfer to the board for consideration prior to February 1 to be considered for the following school year.

As outlined in 5 CSR 20-100.275.1(D), the MOSBOE shall only consider approval of charter school requests to transfer to another sponsor if it finds the transfer applicant has submitted evidence of the criteria outlined in the regulations. The board maintains its discretion to deny a transfer request if the criteria outlined is not met, and for good cause including, but not limited to:

- Failure to seek input from students, parents/guardians, and staff;
- The transfer is motivated by an adverse review by the department; or
- There is evidence of the current sponsor's unwillingness to end its contract early.

If a charter transfer from Office of Education Collaboration is approved by both the Office of Education Collaboration and the SBOE (only necessary if the transferring charter school is breaking contract with another sponsor), the transition can begin.

As outlined in 5 CSR 20-100.275.2(A), all obligations of the previous charter sponsor shall terminate upon the official date of transfer on June 30, or earlier if approved by all parties. As outlined in 5 CSR 20-100.275.2(B), the KCPS CSO will be responsible for ensuring that all required documents due after the date of transfer are submitted in a timely fashion, including, but not limited to, the Annual Secretary of the Board Report and Financial Audit.

As outlined in 5 CSR 20-100.275.2(C), within thirty (30) days of transfer, the previous charter sponsor shall provide information relevant to the charter school as requested by the Office of Education Collaboration, including, but not limited to assets, student records, and reports.

V. Intervention, Probation, and Revocation

The State of Missouri requires all charter school sponsors to have policies, procedures and guidelines in place to guide and carry out decisions concerning interventions, probation, revocation and closure. This section presents procedures and guidelines for intervention, probation, and revocation.

A. Intervention.

A charter school sponsored by the Kansas City Public Schools (KCPS) failing to meet one or more required performance standards as established by the charter contract and performance plan, but where such failure does not warrant revocation, may be required to implement a remedial plan or be placed on probationary status for a defined period of time. (See Appendix 4 Forms for School Remediation/Probation) During the intervention period, the school will implement strategies with specific expected outcomes to correct performance deficiencies described in writing by KCPS. Factors leading to intervention are:

- Failure to meet academic performance standards as set forth in the charter contract or performance plan.
- Failure to meet generally accepted standards of fiscal management.
- Failure to provide information necessary to confirm compliance with all provisions of the charter and sections [160.400 through 160.425](#) and [167.349 RSMo](#).
- Material or intentional violation of applicable federal or state laws.
- Failure by the administration to maintain a high-quality learning environment.

Data and factors that inform KCPS's decision to intervene and implement a remedial plan include, but not limited to:

- School academic performance, graduation rate, or attendance
- Student and teacher retention
- Operational management
- End of year fund balance
- Fiscal management concerns
- Governance/leadership concerns
- Statutory non-compliance, including but not limited to teacher certification, board member background checks, improper investment of funds, Special Education requirements, Missouri Open Meetings and Records Law, Food Services, FERPA, Title IX, Human Resources
- Health or safety issues

B. Probation

The KCPS Office of Education Collaboration will provide a charter school with clear, evidence-based notice of problems through a collaboratively developed remedial plan. If the problem(s) cannot be resolved in a timely manner, the KCPS Office of Education Collaboration will send a

letter to the charter school board placing the school on probation for no longer than 24 months. (RSMo. 160.405.8(1)c).

In collaboration with the charter school, the KCPS Office of Education Collaboration completes a corrective School Improvement Plan with measurable outcomes that specifically address identified problems. The plan includes a timeline with benchmarks and the personnel responsible for each benchmark.

The KCPS Office of Education Collaboration will regularly monitor the execution of the plan. The charter school will report on a monthly basis to provide the KCPS Office of Education Collaboration data requested related to the probationary status.

At the end of the probationary period, the KCPS Office of Education Collaboration will assess the extent to which the charter school has reached the School Improvement Plan goals and decide to:

- Remove the probationary status; or
- Revoke the charter and close the school.

C. Revocation

KCPS may terminate the charter contract during the charter term if there is clear evidence of underperformance as demonstrated in the charter contract or the school's annual performance report in three of the last four years or a violation of the law or the public trust that imperils students or public funds. (RSMo. 160.405.8(1)(b)a-b).

Factors leading to revocation are:

- Failure to meet academic performance standards as set forth in the charter contract.
- Failure to meet generally accepted standards of fiscal management.
- Failure to provide information necessary to confirm compliance with all provisions of the charter and sections 160.400 through 160.425 and 167.349 RSMo.
- Material or intentional violation of applicable federal or state laws, or
- A change in the provisions of sections 160.400 through 160.425, RSMo which alters or amends the responsibilities and obligations of either the charter school or KCPS and the parties are unable to agree upon the amendments to the charter contract necessary to comply with the statutory changes.

If the charter school's Board of Directors makes a timely written request for a hearing to the KCPS Office of Education Collaboration, the hearing shall be conducted in accordance with the administrative hearing procedures established by KCPS. (See Appendix 2 for KCPS Hearing Procedures)

VI. Closures

A. School Closure Policy, Process and Procedures Closure Policy

The KCPS Office of Education Collaboration understands that closure of a charter school can be very difficult for school stakeholders, particularly students, families, and school staff. The criteria for a decision for closure appear in the Renewal and Revocation Policies described above. If closure of a school is determined necessary, for any reason, the Office of Education Collaboration will work with the charter school's board of directors and school management to ensure the orderly closure of the school to protect the best interests of displaced families and staff with a focus on assisting successful transitions for all parties involved.

The revocation or non-renewal of a charter school must be documented by an official action of the authorizing entity. Written notice of closure for any reason will be provided by KCPS to the Missouri Department of Elementary and Secondary Education (DESE) and all other stakeholders within 30 days of the decision to close the school.

Oversight of closure procedures is the statutory responsibility of the charter school sponsor. Closure costs will be funded by the school's reserves. If the charter school does not have sufficient funds to close out the year, the sponsor is not responsible for funding, but is responsible for oversight and reporting as required in section 160.405.1(15)(a-f), RSMo. The State of Missouri has regulations summarizing aspects of charter school closure (5 CSR 20-100.265 Charter School Closure). Schools are encouraged to read the entire legal guidance available online.

1. Transition Team

The KCPS Office Of Education Collaboration will implement and oversee a Transition Team dedicated to ensuring the smooth transition of students and staff and equitable and legal distribution of assets. Although oversight remains the statutory responsibility of the Office of Education Collaboration, the Transition Team may play a significant role in the carrying out the closure process.

A transition team may include a:

- KCPS Representative
- School Leader
- Budget and Finance Officer
- Board Representative
- Human Resources Representative
- Others as determined who have a defined purpose.

If at any time, school personnel or charter school Board Members impede the progress of the Transition Team to place students in other schools or any other processes included in the closure procedures, KCPS will consider a change in leadership with dismissal of the school administration and/or the governing board and replace them with persons who will complete the closure process. RSMo 160.405.8(2)

2. Communication

The KCPS Office of Education Collaboration will closely monitor that the school communicates in a clear, adequate and timely manner with parents, school staff, the community and all stakeholder groups regarding the closure to ensure that students, families, school staff and the community have the support needed for student transfer/transition.

This communication may include but is not limited to:

- The effective date of the closure.
- The name(s) of and contact information for the person(s) handling inquiries regarding the closure.
- How parents or guardians may obtain copies of student records.
- Information on how to transfer the student to an appropriate school.
- Opportunities for teachers obtaining new employment.
- The date employment verification letters will be printed
- The exact date final paychecks will be sent.

If the school is managed by a Charter Management Organization (CMO) or an Education Management Organization (EMO), the school will begin the process of terminating the management agreement. During this process, the school will ask the EMO or CMO to provide the LEA a copy of the final invoice and accounting provided to the school. Additionally, KCPS expects the school to ensure the management company will continue to provide all educational or other contracted services through the last day of contract term.

3. Management of Student Records

The Office of Education Collaboration will closely monitor all of the charter school's transference of student records in accordance with privacy rules set forth in the Family Educational Rights and Privacy Act (FERPA) and any applicable state record retention schedules/policies and laws, including but not limited to:

- Conducting a review to determine that all student records are complete and located in a secure location
- Compiling student records into an electronically transferable format
- Provide staff for the purpose of transferring student records to other schools as the charter school closes
- Transferring, in a timely manner, all student related records for retention and historical accessibility to the local school district

4. Management of Business and Personnel Records

The KCPS Office of Education Collaboration will oversee the gathering and retention of all personnel, governance, and financial records according to the Public-School Records Retention Schedule (PSRRS).

The Office of Education Collaboration will coordinate and oversee completion of all data and reporting for the closing charter school, including but not limited to:

- Annual Secretary of the Board Report
- Final audit submitted before December 31 of the year of closing
- Any state/federal final program reports
- Any state/federal program final expenditure reports (FER) submitted for all federal/state programs in which the school participated
- Core Data Reports
- Missouri Student Information System (MOSIS) data
- Any required student testing Resolution of Financial Obligations During the dissolution of an KCPS sponsored charter school the Office of Education Collaboration shall coordinate efforts to ensure the meeting of financial obligation as required by law. If KCPS notifies a charter school of closure, the Department of Elementary and Secondary Education may withhold funding to assure all obligations of the charter school are met. (Section 160.400)

5. Disposition of Assets State and Federal Funds

State Funds

The KCPS Office of Education Collaboration will monitor that the distribution of all of the closing school's remaining assets purchased with state funds will be determined by the school's plan/policy in place for disposition of assets. The Office of Education Collaboration will reasonably assure that the reallocation of equipment and materials from the closed charter school follow the students to their new school. Any remaining, un-obligated state-funded assets of the school shall be returned to the Department of Elementary and Secondary Education for their disposition.

Federal Funds

For equipment or materials purchased with federal funds exceeding a total of five thousand dollars (\$5,000) and in accordance with federal guidelines, the KCPS Office Of Education Collaboration shall verify that:

- A physical verification that federally purchased equipment or electronic items is conducted.
- An inventory of available items is sent to all local education agencies (LEAs) and the district within which the charter school resides within 60 days of closure.
- An opportunity is provided for LEAs/districts interested in acquiring inventory items to send a written request to the school and the Office of Education Collaboration.
- Distribution of equipment or materials is based on:
 - Any equipment or materials purchased for an individual Education Plan (IEP) for a student with disabilities must follow that student to his/her new school.
 - All equipment and materials purchased with Federal IDEA Part B funds must be sent to a public special education program for use by students with disabilities.

- All materials purchased with specific funding sources (Perkins, TITLE I, TITLE III) must be sent to other LEAs participating in those programs.
- the percentage of students transferring from the closed school to the requesting LEA/district

Remaining Assets

Any remaining other assets, including those acquired through donations, gifts, or grants; or other sources, shall be disposed of upon dissolution of the school's board in accordance with the articles of incorporation of the school and the Missouri Nonprofit Corporation Act.

B. Sustained Academic Quality and Summer School

Throughout the closure of a school, it is of extreme importance that students continue to receive a high-quality education.

Summer school is not part of the regular school year and classes will stop at the end of the regular school year. Summer school will not take place for the closing school. Payment for summer school attendance is received by the attended school in the following school year. Students will be asked to attend summer school in the school they have chosen to attend in the next school year.

C. Dissolution of the Non-Profit Corporation.

In order to dissolve the charter school, your school's board must adopt a resolution to dissolve. Unless otherwise provided in the bylaws, the members or board votes on the resolution to dissolve. After the resolution to dissolve is authorized, your board must create articles of dissolution that should set forth:

- The name of the non-profit corporation.
- The address of the non-profit corporation's principal office.
- The date dissolution was authorized.
- If dissolution was authorized by the directors, a statement to that effect.
- If dissolution was approved by the members, a statement of the number of votes cast for the proposal to dissolve.
- Such additional information as the Secretary of State determines is necessary or appropriate.

A non-profit corporation is dissolved upon the effective date of its articles of dissolution. Chapter 352, RSMo to complete the dissolution, submit to the Secretary of State the board's adopted articles of dissolution. When the articles have been submitted, notify known claimants within the timeframe listed in the checklist. Additionally, notify the IRS of dissolution of the education corporation and its 501(c)3 status and provide a copy to the sponsor. Finally, a dissolved non-profit corporation continues its corporate existence, but may not carry on any activities except as is appropriate to complete the closure of the school.

VII. Resources

The following statutes, regulations, and documents form the basis of the Office of Education Collaboration responsibilities for oversight of the charter schools sponsored by the Kansas City Public Schools (KCPS).

A. Capacity

[168.133.2](#) Background Family Care Safety Registry (FCSR) checks for Office of Education Collaboration personnel and consultants who have contact with students

[160.400 through 160.425](#) and [167.349](#) Charter School Laws

Specifically:

[160.400.16\(3\)](#) Review of the school's state academic performance standards

[160.400.16\(1\)-\(6\)](#) Development of policies and procedures

[160.400.11\(1\)](#), RSMo Report a budget spending 90% of funds received by the Missouri Department of Elementary and Secondary Education.

- RSMo_168.133.1: KCPS will retain records ensuring that all individuals working in the sponsor's office
- RSMo_160.400.11(5): KCPS will provide capacity to review all data for charter schools in the Missouri Comprehensive Data System (MCDS).
- RSMo_160.400.16(1) – (6): KCPS will develop policies and procedures guiding our sponsorship of charter schools as outlined in this section.
- RSMo_160.400.6: KCPS will not receive fees or future payment for consideration of a charter.
- 5_CSR_20-100.260 (1): This section of the Code of State Regulations pertaining to Standards for Charter Sponsorship details the sponsor's monitoring responsibilities related to sponsor commitment and capacity.

B. Applications

[160.400.11\(2\)](#) Sponsor maintains a comprehensive application process

[160.400.16\(1-2\)](#) Sponsor shall develop policies and procedures for the review of a charter school proposal and the granting of a charter

[160.405.1-4](#) The proposed charter: how it is submitted, the requirements, the process for submission to state board of education, and approval of the charter

[Chapter 355](#) Nonprofit Corporation Law

[5 CSR 20-100.260\(2\)](#) Application Process and Decision Making

C. Renewals

160.400.16(4) Policies and processes for renewal policies

160.405.9(2)(b) Outlines fiscal rationale for renewals

160.405.9(2)(d) Expedited renewals

160.405.9(3) Charter renewal timeline

160.408.3 High-quality school, term of renewal

5 CSR 20-100.260(6)(A) Renewal policies and processes are based on the thorough analysis of a comprehensive body of objective evidence.

5 CSR 20-100.280 Charter School Expedited Renewal Application Process

5CSR 20-100.290 Charter School Expedited Replication and Expansion Application Process

The Missouri Department of Elementary and Secondary Education Charter School Renewal Application for schools with at or more than 70% APR (Form MO 500-3061 Rev. 07-15)

D. Intervention, Probation, and Revocation

160.400.16(4) Policies and processes for intervention and revocation

160.405.1(14) Description of the timeline for the sponsor to intervene in a charter school

160.405.8(1)(a)-(c) A sponsor's policies shall give schools clear, adequate, evidence-based, and timely notice of contract violations or performance deficiencies.

160.405.8(2) Sponsor's recourse for performance deficiencies

160.405.8(4) Administrative hearing process and final decision - appeal to State Board of Education

160.405.8(1)(c) Maximum time limit for probationary status of charter school

160.405.8(5) Termination of a charter occurs at the conclusion of the school year with exceptions.

5 CSR 20-100.250(6)(A) and (C) Intervention and revocation policies and processes outline the conditions in which a sponsor may intervene.

E. Closures

160.405.1(15) Procedures to implement if a charter school closes

160.415.12 Satisfying financial obligations upon school closure

160.400.16(6) Policies and processes for closure of a charter school

355.746 and 160.405.1(17) Disposition of assets upon closure

5 CSR 20-100.265 Procedures for Charter School Closure

F. Oversight

160.400.16 Developing policies and processes

160.400.17(1) Sponsorship compliance and evaluation by the State Board of Education

- [5 CSR 20-100.260\(4\)\(D\)](#) Communication with charter board of directors
- [5 CSR 20-100.260\(4\)](#) Oversight of academic performance
- [5 CSR 20-100.260\(5\)](#) Fiscal Oversight
- [5 CSR 20-100.260\(4\)\(A\)3](#) Oversight of reporting required by Missouri and federal law

G. [Links to Charter School Laws](#)

[167.349](#) Charter schools, establishment.

[160.400](#) Charter schools, defined, St. Louis City and Kansas City school districts — sponsors — use of public school buildings — organization of charter schools — affiliations with college or university — criminal background check required.

[160.403](#) Sponsoring a charter school, annual application and approval, contents of application, approval requirements.

[160.405](#) Proposed charter, how submitted, requirements, submission to state board, powers and duties — approval, revocation, termination — definitions — lease of public school facilities, when — unlawful reprisal, defined, prohibited — performance report.

[160.408](#) High-quality school, defined, replication in unaccredited districts.

[160.410](#) Admission, preferences for admission permitted, when — information to be made publicly available — move out of school district, effect of.

[160.415](#) Distribution of state school aid for charter schools — powers and duties of governing body of charter schools.

[160.417](#) Financial stress, review of report information by charter school sponsor, when — criteria for financial stress.

[160.420](#) Employment provisions — school district personnel may accept charter school position and remain district employees, effect — non certificated instructional personnel, employment, supervision.

[160.425](#) Missouri charter public school commission created, members, duties — funding.

Links to Charter School State Regulations

[5 CSR 20-100.250](#) Charter Schools

[5 CSR 20-100.260](#) Standards for Charter Sponsorship

[5 CSR 20-100.265](#) Charter School Closure

[5 CSR 20-100.270](#) Charter Sponsorship Inflation Adjustment

[5 CSR 20-100.275](#) Transfer of Charter Sponsorship

[5 CSR 20-100.280](#) Charter School Expedited Renewal Application Process

[5 CSR 20-100.290](#) Charter School Expedited Replication and Expansion Application

APPENDICES

Appendix 1

I. Charter Contract Template

CHARTER SCHOOL AGREEMENT BETWEEN KANSAS CITY PUBLIC SCHOOLS AND CHARTER SCHOOL

This Charter School Agreement is effective this March 1, 2022, between the KANSAS CITY PUBLIC SCHOOLS (“KCPS” or “Sponsor”) and CHARTER SCHOOL, a Missouri nonprofit corporation under Chapter 355, RSMo, (“Charter School” or “Charter School”). Both KCPS and Charter School are also referred to herein individually as “Party” or collectively as “Parties.”

WHEREAS, the Missouri General Assembly has enacted statutes authorizing the establishment of independent, publicly supported schools known as charter schools; and

WHEREAS Sections 160.400 through 160.425, RSMo, specify the procedure for establishing charter schools and the requirements for such schools; and

WHEREAS KCPS is authorized by those statutes to serve as a charter school sponsor, in accordance with the provisions of such statutes;

WHEREAS KCPS and Charter School have mutually agreed to KCPS’s sponsorship of Charter School; and

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

NOW, THEREFORE, in consideration of the above promises and individual and mutual covenants contained herein, the Parties agree as follows:

Article I. STATUS OF THE PARTIES

Section 1.1. Charter School is a Missouri PK-4 public school incorporated under Chapter 355, RSMo.

Section 1.2. Charter School is currently and shall remain in good standing throughout the term of this agreement.

Section 1.3. Charter School is a separate legal entity from KCPS.

Section 1.4. No Crossroads current employee or member of its board of directors is or will be a board member of KCPS. No current employee or board member of KCPS will be a member of Crossroads’ Board of Directors. Crossroads agrees that meetings

of its board of directors shall be subject to the Missouri Sunshine Law, Sections 610.010 to 610.030, RSMo.

Section 1.5. Charter School will serve as its own Local Education Agency (“LEA”) throughout the term of this agreement.

Section 1.6. By agreeing to sponsor Charter School, and by agreeing to the terms and conditions of this Agreement, KCPS is voluntarily exercising the power expressly granted to it in Sections 160.400 to 160.425, RSMo. Nothing contained in this Agreement shall be deemed to be a waiver of KCPS’s autonomy or sovereign immunity.

Section 1.7. Charter School acknowledges that KCPS’s obligations and responsibilities as its sponsor are limited to those set forth herein and as provided in applicable law.

Section 1.8. Charter School acknowledges that none of its directors, officers, or employees have authority to act as an agent for KCPS or to enter into any contracts with third parties that purport to impose any obligations or responsibilities on KCPS, or which otherwise bind KCPS in any manner whatsoever.

Section 1.9. KCPS acknowledges that by agreeing to act as Charter School’s sponsor, KCPS does not assume any obligation with respect to any director, employee, agent, parent, guardian, student, or independent contractor of Charter School; and further acknowledges that this Charter School Agreement is not intended to be for the benefit of any third party including but not limited to, any director, employee, agent, parent, guardian, student, or independent contractor of Charter School.

Section 1.10. Nothing contained herein is intended nor shall it be deemed to constitute a waiver of any privileges or immunities to which the Parties are otherwise entitled to under the law, and additionally, the Parties acknowledge that as the sponsor of Charter School, KCPS and its agents and employees are not liable for any acts or omissions of Charter School including acts or omissions relating to this Charter School Agreement, the operation of Charter School, and the performance of Charter School.

Article II. STATUTORY REQUIREMENTS

Section 2.1. The financial, performance, and organizational goals of Crossroads are provided in Exhibit A, incorporated by reference into this Agreement, and contain the following, all of which are required by Sections 160.400 to 160.420, RSMo.:

- (a) A mission and vision statement for Charter School;

(b) A description of Charter School’s organizational structure, method of selecting governing officers and the bylaws of the governing body, which shall be responsible for the policy, financial management, and operational decisions of Charter School including the nature and extent of parental, professional educator, and community involvement in the governance and operation of Charter School;

(c) A financial plan for the first three years of operation of Charter School, including provisions for annual audits;

(d) A description of Charter School’s policy for securing personnel services, its personnel policies, personnel qualifications, and professional development plan;

(e) A description of the grades or ages of students to be served by Charter School;

(f) Charter School’s calendar of operation which shall include at least the equivalent of a full school term as defined in Section 160.011, RSMo; and

(g) An outline of the criteria specified in Section 160.405, RSMo designed to measure the effectiveness of Charter School.

Section 2.2. Charter School shall be nonsectarian in its programs, admission policies, employment practices, and all other aspects of its operations.

Section 2.3. Charter School shall comply with all laws and regulations relating to health, safety, and minimum educational standards.

Section 2.4. Charter School certifies that all contracts obligating it have been and will be undertaken by Charter School as a nonprofit corporation and failure to act strictly as a nonprofit corporation shall be grounds for revocation of its Charter.

Section 2.5. Charter School shall be financially accountable, use practices consistent with the Missouri financial accounting manual, provide for an annual audit by a certified public accountant, and provide sufficient insurance to indemnify the school, its board of directors, its staff, and its teachers against potential claims.

Section 2.6. Charter School shall provide to KCPS a copy of its procurement policy, conflict of interest policy, and cash management and expense allowability procedures.

Section 2.7. Charter School shall provide to KCPS a copy of its plan to measure pupil progress toward the pupil academic standards adopted by the Missouri State Board of Education (“SBOE”).

Section 2.8. Charter School shall collect data during the term of this Charter School Agreement for determining how Charter School is performing and, to the extent applicable, shall participate in the statewide system of assessments as designated by the SBOE.

Section 2.9. Charter School shall complete and distribute an annual report card in accordance with state law.

Section 2.10. Charter School shall report to KCPS and to the state board of education as to the charter school's teaching methods and any educational innovations and results thereof and shall provide data required by Section 60.410.4, RSMo. Charter School shall provide a comprehensive program of instruction for the grade level(s) and ages(s) specified in its application.

Section 2.11. Charter School shall ensure that the needs of special education children attending Charter School are met in compliance with applicable federal and state laws and regulations.

Section 2.12. Charter School shall enroll pupils who are resident in the KCPS boundaries who submit a timely application unless the number of applications exceeds the capacity of a program, class, grade level, or building. If capacity is insufficient to enroll all pupils who submit a timely application, Charter School shall have an admissions process that assures all applicants of an equal chance of gaining admission except as follows:

(a) Charter School may also give a preference for admission of children whose sibling attends Charter School or whose parents are employed at Charter School.

Section 2.13. Charter School shall not limit admission based on race, ethnicity, national origin, disability, gender, income level, proficiency in the English language, or athletic ability, but may limit admission to pupils within the grade level(s) and age(s) specified in its charter application.

Section 2.14. In addition to complying with the terms and conditions expressly provided in this Charter School Agreement, Charter School shall comply with all provisions of Sections 160.400 through 160.425, RSMo and any amendments thereto.

Section 2.15. Charter School, except as provided in Sections 160.400 through 160.425, RSMo and as otherwise specifically provided by law, shall be exempt from all laws and rules relating to private schools, governing boards, and school districts.

Article III. TERM, RENEWAL, AND SCOPE

Section 3.1. The term of this Charter School Agreement shall be from the effective date through June 30, 2023, unless terminated earlier in accordance with the provisions of Article V. With the mutual consent of the Parties, this Charter School Agreement may be renewed for an additional five-year or ten-year term, in accordance with Charter School' performance and Annual Performance Report data.

Section 3.2. Prior to charter renewal, KCPS will work with the prior sponsor to conduct a comprehensive review of Charter School for academic, financial, and organizational performance. This review shall be submitted to Charter School for review and response. Should KCPS support renewal of the charter, the review shall be submitted to the SBOE along with a revised charter application in the final year of the current charter.

Section 3.3. If the Parties agree to a renewal of this Charter School Agreement, this Agreement shall be revised and updated as necessary.

Article IV. PERFORMANCE AND COMPLIANCE MONITORING

Section 4.1. KCPS reserves the right throughout the term of this Agreement to monitor Charter School' performance of its obligations under applicable laws and under this Agreement, its management, and operations. Such monitoring shall include all relevant aspects of Charter School' performance, management, and operations, including but not limited to:

(a) The attendance of Charter School' principal and/or designee at all required charter school leader meetings of the Missouri Department of Elementary and Secondary Education ("DESE");

(b) Provision of the posted agenda for and minutes of all meetings of Charter School' board of directors to KCPS's liaison to Charter School;

(c) Provision of Charter School required annual report card to KCPS's liaison to Charter School no later than July 1 of each year;

(d) Provision of Charter School required annual financial audit to KCPS's liaison no later than the last day of each calendar year;

(e) Submission of Charter School' teacher certification lists to KCPS's liaison, at the same time the list is submitted to DESE;

(f) Submission of the results of all Charter School' national norm reference tests and the results of the Missouri Assessment Program to KCPS's liaison within 10 days of the results being made public;

(g) Participation in an annual evaluation conducted by KCPS, or conducted at KCPS's direction, and submission to KCPS's liaison all relevant information and data related thereto;

(h) Submission of the Student/Parent Handbook and the Staff Handbook utilized by Charter School;

(i) Notification to KCPS, within 10 days following a change of individuals responsible, of the identity, address and telephone number of the Charter School employee or consultant who will be responsible during the school year for understanding and complying with the expectations of the Missouri Financial Accounting System;

(j) Notification to KCPS's liaison if and when its conflict-of-interest policy is violated and provide information as requested concerning said violation;

(k) Adequate financial controls to assure that none of the revenues received for operation of Charter School are expended for expenses unrelated to the operation of Charter School, which shall include, but not be limited to:

(i) *The bank account where state funds are deposited must be established and under control of Charter School's board of directors;*

(ii) *The adoption of a procurement policy; and*

(iii) *The use of appropriate bid processes for goods and services pursuant to the law and school policy.*

(l) Charter School board of directors' attendance at yearly board training approved by KCPS. Any new member of the board of directors will have at least 3 hours of training in the first year of service. Each continuing member will have at least one hour of "refresher" training for every subsequent year of board service. For purposes of this paragraph, training conducted by the Missouri School Boards Association or the Missouri Public Charter Schools Association shall be automatically approved.

(m) Charter School will cooperate with KCPS to create a monitoring or performance plan that establishes yearly goals to be used by both Charter School and KCPS to evaluate progress of Charter school.

(n) Representatives of KCPS shall annually conduct compliance reviews, in accordance with state and federal law, of Charter School in the following areas:

(i) *Academic Achievement;*

(ii) *Data Collection, Analysis, and Maintenance;*

(iii) *Curriculum;*

- (iv) *Plans for Student Success;*
- (v) *Board Governance;*
- (vi) *Board Policies;*
- (vii) *Financial Operations;*
- (viii) *Facilities;*
- (ix) *Personnel and Payroll;*
- (x) *Training and Drills;*
- (xi) *Student Enrollment and Records;*
- (xii) *Special Education; and*
- (xiii) *English Language Learners.*

(o) Representatives of KCPS will attend two Charter School board of directors' meetings during the term of the contract to review Charter School' performance, management, and operations. At one of the two meetings, representatives of KCPS shall provide an Annual Performance Review of Charter School. This provision does not prohibit representatives of KCPS from attending Charter School' board of directors' meetings as observers.

(p) The Parties acknowledge and agree that Charter School shall timely provide to KCPS any reports necessary and reasonably required for KCPS to meet its oversight and reporting obligations, pursuant to Section 160.405, RSMo.

Section 4.2. Charter School' facilities shall meet all applicable health, safety and fire code requirements and shall be of sufficient size to safely house enrollment. Charter School' relocation to different Facilities shall constitute a material change to this Agreement and shall be subject to the following conditions:

- (a) Prior notification to KCPS;
- (b) 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;
- (c) Evidence that the Facilities meet applicable health, safety, and fire code requirements; and
- (d) Evidence that the Facilities are of sufficient size to safely house anticipate enrollment.

Section 4.3. Charter School shall notify KCPS within ten (10) days of any circumstance requiring the closure of Charter School, including but not limited to a natural disaster, weather related event, pandemic, or other extraordinary emergency, or destruction of or damage to school facility.

Section 4.4. Complaints or concerns received by Charter School, including but not limited to complaints filed with the Department of Elementary and Secondary Education, Office of Civil Rights, Department of Fair Employment and Housing, Equal Employment Opportunity Commission, and Division of family Services shall be forwarded within ten (10) days to KCPS.

Section 4.5. Other than the expenses associated with sponsorship of a charter school described in Section 160.400.11, RSMo, KCPS does not expect to receive any compensation for acting as a sponsor and has not asked for nor received from Charter School any fee of any type for consideration of the application and proposed charter submitted by Charter School. KCPS has not imposed, as a condition for its consideration of the application and proposed charter, a promise of future payment of any kind by Charter School.

Article V. TERMINATION OF SPONSORSHIP

Section 5.1. KCPS shall revoke Charter School' charter during the term if there is a) clear evidence of underperformance as demonstrated in the charter school's annual performance report in three of the last four years or b) a violation of the law or the public trust that imperils students or public funds.

Section 5.2. KCPS may terminate this Charter School Agreement and revoke a charter at any time if Charter School commits a breach of one or more material provisions of the Charter School Agreement. KCPS may also terminate the Charter School Agreement on any of the following grounds:

(a) Failure to meet academic performance standards as set forth in this Charter School Agreement, as set forth in the annual Performance Agreement, or as reasonably agreed to by the Parties in writing and in advance by KCPS and Charter School from time to time during the term of this Charter School Agreement;

(b) Failure to meet generally accepted standards of fiscal management;

(c) Failure to provide information necessary to confirm compliance with all provisions of this Charter School Agreement and Sections 160.400 through 160.425, RSMo and Section 167.349, RSMo, within twenty-five (25) days following receipt of written notice requesting such information;

- (d) Material violation of applicable federal or state laws;
- (e) Insufficient enrollment to successfully operate or if Charter School has lost more than fifty percent (50%) of capacity;
- (f) Insolvency, adjudged bankrupt without regard to bankruptcy laws to the contrary, or fund balance deficit for two or more school fiscal years;
- (g) Charter School' governing board, directors, officers, employees or agents have provided false or misleading information or documentation to KCPS in connection with the issuance of this Agreement, or Charter School's reporting requirements under this Agreement or applicable law; or
- (h) There is a change in the provisions of Sections 160.400 through 160.425, RSMo, which materially alter or amend the responsibilities and obligations of either Charter School or KCPS and the Parties are unable to agree upon amendments to this Charter School Agreement necessary to conform its terms and conditions to said statutory amendments.

Section 5.3. In lieu of such termination, KCPS may, at its discretion, place Charter School on probationary status, for a defined period of time not to exceed one year or the term of the agreement, whichever is earlier, to allow an opportunity to implement a mutually agreed upon remedial plan to correct performance deficiencies described in writing by KCPS, after which, if these performance deficiencies are not corrected to KCPS's satisfaction, KCPS may elect to terminate this Charter School Agreement.

Section 5.4. At least sixty (60) days prior to terminating this Charter School Agreement in accordance with the provisions of Section 5, KCPS shall notify Charter School' board of directors in writing of the proposed actions and the reasons, therefore. The board of directors may request a hearing prior to such termination by requesting such a hearing within two (2) weeks after receipt of such notice from KCPS.

Section 5.5. If Charter School' board of directors makes a timely written request for such a hearing, the hearing shall be conducted in accordance with administrative hearing procedures established by KCPS. Section 160.405.8(4), RSMo provides that the final decision of KCPS to terminate this Charter School Agreement prior to the end of the term shall be subject to appeal to the Missouri State Board of Education, which shall determine whether the charter shall be revoked.

Section 5.6. Except as provided Section 5.6, no termination of the Charter School Agreement by KCPS shall be effective until the conclusion of the school year in which such decision to terminate is made by KCPS.

Section 5.7. If KCPS determines that the continued operation of Charter School presents a clear and immediate threat to the health and safety of the children enrolled

therein, the effective date of such termination shall be the date upon which KCPS renders its final decision to terminate. Such termination is subject to the appeal procedures set forth herein. Termination pursuant to this paragraph shall be stayed pending any appeal by Charter School.

Section 5.8. Nothing in this Charter School Agreement shall limit judicial or other remedies available to KCPS or Charter School.

Article VI. FUNDING SOURCES, TUITION AND FEES

Section 6.1. As a charter school, Charter School shall be eligible to receive state school aid and other funding to the extent provided in Section 160.415, RSMo and shall comply with all provisions of law set forth therein and all provisions of law incorporated by reference therein.

Section 6.2. Charter School may not charge tuition, nor may it impose fees that a school district is prohibited from imposing.

Section 6.3. Charter School shall operate on a fiscal year that begins on July 1 and ends on June 30.

Section 6.4. For purposes of calculation and distribution of state school aid, pupils enrolled at Charter School shall be included in the pupil enrollment of the school district within which each pupil resides. 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 Charter School to KCPS in accordance with the monitoring plan. In accordance with the DESE's Student Information System ("MOSIS") reporting guidelines, 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.

Section 6.5. When a student discontinues enrollment at Charter School, the Charter School shall promptly notify DESE. Evidence of prompt updates to MOSIS or a successor information system shall constitute compliance with the requirements of this paragraph.

Section 6.6. If at the end of the fiscal year Charter School has received an overpayment for that year, Charter School shall notify Sponsor and shall be responsible for making repayment through one or more payment adjustments that DESE shall make in the subsequent fiscal year.

Section 6.7. 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.

Section 6.8. Any new incursion of debt or borrowing in excess of \$2 million shall constitute a material amendment to this Charter School Agreement requiring prior Sponsor approval based on Charter School's demonstration of a satisfactory plan for repayment.

Section 6.9. Charter School shall notify KCPS within ten (10) days of a default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more.

Section 6.10. In the event of dissolution of Charter School, any liabilities of Charter School shall be satisfied in accordance with Sponsor's closure procedures and the procedures provided for in chapter 355, RSMo.

Section 6.11. Nothing in this Charter School Agreement shall be interpreted to prevent the governing board of 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 are not subject to a condition that is contrary to this Charter School Agreement or any applicable law. Charter School' board of directors must be informed of any grants, gifts or donations received by the school.

Article VII. AUTHORIZATION FOR EMPLOYMENT OF PERSONNEL

Section 7.1 Charter School shall ensure that all of its employees have experience, training, and skills appropriate to the duties of the employee and shall ensure that a criminal background check and child abuse/neglect registry check are conducted for each employee of Charter School prior to hiring.

Section 7.2 Charter School shall ensure that no more than twenty percent (20%) of the full-time equivalent instructional staff positions are filled by non-certificated personnel; and all non-certificated instructional personnel shall be supervised by certificated instructional personnel.

Section 7.3. Appropriate experience, training, and skills of non-certificated instructional personnel shall be determined by considering the following:

- (a) Teaching certificates issued by another state or states;
- (b) Certification by the National Standards Board;
- (c) College degree(s) in the appropriate field;

(d) Evidence of technical training and competence when such is appropriate;
and

(e) Level of supervision and coordination with certificated instructional staff.

Section 7.4. Charter School may not employ instructional personnel whose certificate of license to teach has been revoked or is currently suspended by the SBOE.

Section 7.5. Charter School shall maintain copies of individual employment records, including contracts if provided, on file at Charter School. Such files shall be subject to periodic inspection by Sponsor.

Section 7.6. Personnel employed by Charter School shall participate in the same retirement system as the Kansas City, Missouri School District.

Article VIII. INDEMNIFICATION

Section 8.1. Charter School agrees to indemnify and hold KCPS, its board of directors, officers, employees, and agents harmless from all claims, demands, and liabilities, including attorney fees and related costs, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other losses of any kind whatsoever which arise out of or are in any manner connected with Charter School's operations or which are incurred as a result of the reliance of KCPS upon the accuracy of information provided to it by Charter School.

Section 8.2. Charter School agrees that the insurance required by Section 160.405.4(4), RSMo. and Section 2.5 of this Charter School Agreement shall name KCPS, its board of directors, employees, and agents as additional named insureds for any covered loss of any kind whatsoever which they or any of them legally may be required to pay and which arise out of or are in any manner connected with the Charter School's operations or which are incurred as a result of the reliance of KCPS upon the accuracy of information provided to it by Charter School.

Article IX. PROFESSIONAL DEVELOPMENT AND TECHNICAL ASSISTANCE

Section 9.1. KCPS may provide information to Charter School's employees and staff regarding professional development and training opportunities. Such professional development and training opportunities may be the same as provided to KCPS's employees or staff or KCPS may provide separate training opportunities for Charter School's employees and staff.

Section 9.2. KCPS shall not be responsible for the costs of professional development opportunities shared with Charter School employees unless Charter School seeks reimbursement of the costs of such opportunities pursuant to Article X.

Section 9.3. KCPS shall provide technical assistance to Charter School if Charter School requests such assistance. Technical assistance shall include answering questions and providing guidance around the following, including but not limited to:

- (a) Analyzing student data;
- (b) Staff development;
- (c) Curriculum review;
- (d) State and federal programs;
- (e) Technology to improve student performance; and
- (f) Grants compliance and management.

Article X. REIMBURSEMENT OF CHARTER SCHOOL EXPENSES

Section 10.1. KCPS agrees to reimburse Charter School for certain expenses including, but not limited to, accreditation costs, membership in the Missouri Charter Public School Association, data analysis, and professional development costs.

Section 10.2. KCPS agrees to utilize up to 15% of its sponsorship fees received as a result of sponsoring Charter School for the reimbursement described in Section 10.1. KCPS, at its own discretion, may choose to reimburse at a higher percentage.

Section 10.3. KCPS shall not reimburse Charter School for any costs that conflict with applicable laws or KCPS' policies or procedures.

Article XI. GENERAL TERMS AND CONDITIONS

Section 11.1. Assignment – this Charter School Agreement is not assignable by either party. In no event shall the governing board of Charter School delegate or assign its responsibility for fulfilling the terms of this Agreement.

Section 11.2. Successors – the terms and conditions of this Charter School Agreement are binding on and shall inure to the benefit of the Parties and their respective successors.

Section 11.3. Entire Agreement – this Charter School Agreement sets forth the entire agreement between KCPS and Charter School with respect to its subject matter. All

prior contracts, representations, statements, negotiations, and understandings are superseded by this Charter School Agreement.

Section 11.4. Amendments – this Agreement may not be amended except by written agreement of the Parties.

Section 11.5. Other contracts – nothing contained in the Charter School Agreement or in the provisions of Sections 160.400 through 160.425, RSMo, require or prohibit the Parties from entering into separate contracts related to Charter School’s need to procure professional services from KCPS or its staff, including but not limited to consulting contracts.

Section 11.6. Severability – if any provision of this Charter School Agreement is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity or enforceability of the remainder of the provision or the remaining provisions of this Charter School Agreement.

Section 11.7. Non-Waiver – no term or provision of this Charter School Agreement shall be deemed waived, and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or waiver of, a breach or default of the other, whether expressed or implied, shall constitute a consent to, or waiver of, or excuse for any different or subsequent breach or default.

Section 11.8. Governing Law – this Charter School Agreement shall be governed and controlled by the laws of the State of Missouri in all respects. The Parties consent to venue and personal and subject matter jurisdiction in Kansas City, Jackson County, Missouri. This Agreement shall be construed fairly as to both parties, regardless of which Party prepared the Agreement.

Section 11.9. Counterparts – this Charter School Agreement shall be executed in one or more counterparts and all such counterparts shall constitute one and the same instrument.

Section 11.10. Notice – all notices required under this Agreement shall be sent to:

To KCPS: Dr. Jennifer Collier, Interim Superintendent
c/o Charnissa Holliday-Scott, Interim Chief of Staff
Office of Education Collaboration
2901 Troost Avenue; Rm 215
Kansas City, Missouri 641009
816-418-7285

chollidayscott@kcpublicschools.org

To Charter School:

IN WITNESS THEREOF, the Parties have executed this Charter School Agreement by their authorized representatives as of the date shown below.

KANSAS CITY PUBLIC SCHOOLS

By: _____
Board Chairman, Nate Hogan

Date: _____

CHARTER SCHOOL

By: _____
Board President,

Date: _____

Charter School Agreement Exhibit A

II. Sample Charter School Performance Goals

Part 1: Academic Achievement		
(Met= 13 or more indicators, Partially Met= 10-12 indicators, Not Met= 9 or fewer)		
Section	1.1 Annual Performance Report (APR)	
1.1	The school meets the current MSIP annual performance indicators (APR). Met: 70% to 100% Partially Met: 50% to 69% Not Met: 49% or below	
Section	1.2 Student Achievement Levels Over Time - Status	
1.2.1	Students will generate a higher MAP Index score than the KCPS on a majority of the required assessments.	
1.2.2	Students will generate a higher MAP Index score than KCPS peer schools on a majority of the required assessments.	
1.2.3	Students will show proficiency in MAP ELA. Met: 40% or greater Partially Met: 30-39% Not Met: 29% or lower	
1.2.4	Students will show proficiency in MAP Mathematics. Met: 40% or greater Partially Met: 30-39% Not Met: 29% or lower	
1.2.5	Students will show proficiency in MAP Science. Met: 40% or greater Partially Met: 30-39% Not Met: 29% or lower	
1.2.6	Students will show proficiency on a nationally normed ELA assessment (NWEA) . Met: 45% of students at the 50th percentile or higher, Partially Met: 35-44% of students at the 50th percentile or higher, Not Met: 34% or lower students at the 50th percentile or higher.	
1.2.7	Students will show proficiency on a nationally normed Math assessment (NWEA) . Met: 40% of students at the 50th percentile or higher, Partially Met: 30-39% of students at the 50th percentile or higher, Not Met: 29% or lower students at the 50th percentile or higher.	
1.2.8	Students will show proficiency on a nationally normed Science assessment (NWEA) . Met: 45% of students at the 50th percentile or higher, Partially Met: 35-44% of students at the 50th percentile or higher, Not Met: 34% or lower students at the 50th percentile or higher.	

Section	1.3 Student Achievement Over Time - Growth	
1.3.1	School will earn "Growth" points as calculated for MSIP APR. Met: 70% to 100% Partially Met: 50% to 69% Not Met: 49% or below	
1.3.2	Students will improve in ELA as measured by nationally normed assessment. 95% of tested students will make growth on NWEA Reading Assessment and 50% will meet or exceed Annual Projected Growth Goals	
1.3.3	Students will improve in Math as measured by nationally normed assessment. 95% of tested students will make growth on NWEA Math Assessment and 50% will meet or exceed Annual Projected Growth Goals	
Section	1.4 Student Engagement	
1.4.1	School will meet ADA goal. Met: 92% or higher, Partially Met: 87-91%, Not Met: 86% or lower	
1.4.2	School will meet graduation goal. Met: 89% or higher, Partially Met: 80-88%, Not Met: 79% or lower	
1.4.3	School will meet college acceptance goal. Met: 95% or higher, Partially met: 85-94%, Not Met 84% of lower	
1.4.4	School will meet college, vocational-technical, career, and military goal: Met: 97% or higher, Partially met: 90-96%, Not Met 89% of lower	
Part 2: Data Collection, Analysis and Maintenance		
(Met= 7 or more indicators, Partially Met=5-6 indicators, Not Met= 4 or fewer)		
Section	2. 1 The School has effectively and systematically gathered student achievement data applicable to the academic performance indicators outlined in the agreement.	
2.1.1	Are the data appropriately disaggregated and analyzed to determine the degree the school has achieved the academic performance indicators outlined in the charter agreement?	
2.1.2	What longitudinal data are being collected, analyzed, and maintained?	
2.1.3	Provide evidence that student specific data are being collected, analyzed, and maintained.	

2.1.4	Provide evidence that academic performance data and results are presented in a straightforward and logical manner.	
2.1.5	Describe the process that performance data are shared with staff.	
2.1.6	What curriculum or instructional revisions have been made over the past year due to the school's performance data?	
2.1.7	Provide evidence the data are collected and maintained as institutional data for the school. a. Data collection and analysis are components of a board approved position with written job description. b. Data collection is maintained on an institutional computer with appropriate backup and security components in place	
2.1.8	Data are submitted to Core Data/MOSIS by due dates. Met= 0 reports missing the due date = Met, 1-2 reports missing the due date = Partially Met, 3 or more reports missing the due date=Not Met.)	

Part 3: Curriculum

(Met= 19 or more indicators, Partially Met= 15-18 indicators, Not Met= 14 or fewer)

Section	3.1 Curriculum Continuity	
3.1.1	Curriculum is housed in an easily accessible manner	
3.1.2	Curriculum Maps established for each core subject	
3.1.3	Curriculum is vertically aligned	
3.1.4	Priority Standards are identified for each grade level	
3.1.5	Curriculum holds high expectations for students as evidenced by tied to Missouri Learning Standards or Common Core State Standards	
3.1.6	Clear Alignment of Curriculum, Assessment and Pedagogy	
3.1.7	Curriculum includes a range of Depth of Knowledge	
3.1.8	Curriculum is culturally responsive to students' needs	
3.1.9	Lesson Objectives (I Can Statements) identified and posted for each grade level	
3.1.10	Assessments meet the rigor of the identified standards.	
3.1.11	Established curriculum review and approval process	

Section	3.2 Instruction Based on Curriculum	
3.2.1	Lesson Plans are submitted and housed in an easily accessible manner	
3.2.2	Lesson structures are consistent for each grade span	
3.2.3	Lesson Activities Aligned to Learning Objectives	
3.2.4	Lessons include multiple Demonstrations of Learning (DOLs)/Checks for Understanding	
3.2.5	Lessons require students carry the cognitive load	
3.2.6	Data is used to improve and differentiate instruction	
3.2.7	Lessons are culturally relevant to students	
3.2.8	Curriculum includes Real World Learning opportunities	
3.2.9	Curriculum includes meaningful technology integration	
3.2.10	The charter school ensures that all high school pupils receive cardiopulmonary resuscitation instruction and training in the proper performance of the Heimlich maneuver or other first aid for choking. Instruction is to be included in the charter school's health or physical education curriculum.	
3.2.11	The charter school ensures that each high school distributes to its students the information on critical need occupations as provided by the Missouri Department of Elementary and Secondary Education each year before November 1st.	

Part 4: Plans for Student Success

(Met= 29 or more indicators, Partially Met= 24-28 indicators, Not Met= 23 or fewer)

Section	4.1 Strategic/School Improvement Plan	
4.1.1	A Strategic / School Improvement Plan is in place.	
4.1.2	All appropriate stakeholders were involved in the development of the plan.	
4.1.3	The plan was built on a multiple year implementation (3-5 years).	
4.1.4	The mission/vision was revisited and approved by the Board at the time of the plan.	
4.1.5	A SWOT analysis or needs assessment was completed to help drive the plan.	
4.1.6	The plan uses SMART goals: Specific, Measurable, Attainable, Relevant, and Time-Bound.	
4.1.7	A process for implementing the plan is in place.	
4.1.8	Goals/milestones/action steps are well defined and have indicators that measure your degree of completion.	

Section	4.2 Professional Development Plan	
4.2.1	There is a Professional Development Plan in Place.	
4.2.2	The Professional development plan is an outgrowth of the strategic plan.	
4.2.3	The charter school ensures that all educators complete a minimum of 15 contact hours of professional development annually.	
4.2.4	The development of the professional development plan had input from stakeholders and uses data from student learning.	
4.2.5	There are provisions in your Professional Development plan for meeting the needs of individual teachers.	
4.2.6	Adequate funding has been set aside in the annual budget to support Professional Development.	
4.2.7	A separate and specific Dyslexia Plan exists and is in compliance with state statutes and regulations.	
Section	4.3 Technology Plan	
4.3.1	A Technology Plan is in place.	
4.3.2	The technology plan is an outgrowth of the strategic plan.	
4.3.3	Appropriate stakeholders were involved in creating the plan and there is teacher buy-in into the goals set up in the plan.	
4.3.4	The budget adequately supports the technology plan.	
4.3.5	Training for technology is included in your Professional Development Plan.	
4.3.6	The school utilizes e-rate as a funding source when appropriate.	
Section	4.4 Title Plans	
4.4.1	Appropriate Title Plan(s) are in place.	
4.4.2	Title plans are filed online with DESE.	
4.4.3	One person is responsible for submitting each plan to DESE.	
Section	4.5 Facilities Maintenance Plan	
4.5.1	There is a Facilities Maintenance Plan in place.	
4.5.2	A building assessment is conducted on an annual basis.	
4.5.3	There is a plan for anticipated growth or decline in student enrollment.	
4.5.4	The facilities plan reviews and analyzes the following:	

	<p>1. Building Site (Topography, drainage, retaining walls, paving, curbing, lighting)</p> <p>2. Building Envelope (Windows and Walls)</p> <p>3. Structural (Foundation and Framing)</p> <p>4. Interior Elements (Stairways, hallways, common areas)</p> <p>5. Roofing Systems. 6.Mechanical Systems (Heating, Ventilation, and Air Conditioning)</p> <p>7. Plumbing.</p>	
Section	4.6 Assessment Plan	
4.6.1	There is an Assessment Plan in place.	
4.6.2	The assessment plan outlines the dates and times for all testing.	
4.6.3	The assessment plan reflects the goals of the strategic plan.	
4.6.4	The assessment plan details how data is used by staff.	
4.6.5	Assessments are aligned to the school's curriculum and to MO or Common Core standards.	
Part 5: Board Governance		
(Met= 20 or more indicators, Partially Met= 17-19 indicators, Not Met= 16 or fewer)		
Section	5.1 The School Board operates legitimately and in the best interest of its students and mission.	
5.1.1	Throughout the calendar year, attendance rate at individual board meetings is at a minimum of 75%.	
5.1.2	There is documentation that the board reviews its strategic plan annually, which includes evidence of evaluating each overarching goal and either maintaining current goals or making revisions as the board deems necessary.	
5.1.3	There is documentation that the board receives feedback from stakeholders when reviewing the strategic plan.	
5.1.4	Documentation provided for board member training: 8 hours annually for 1st-year board members and 4 hours annually for all others	
5.1.5	<p>Board actively seeks and includes parental and community feedback.</p> <p>Documentation of a minimum of three instances of actively seeking this feedback must be provided.</p>	
5.1.6	School board members' Family Care Safety Registry reports and Background Checks are complete and kept on file.	

Section	5.2 Meetings are regularly scheduled and appropriately conducted.	
5.2.1	There are at least 10 regular meetings of the Board each year.	
5.2.2	Board meetings are posted in sufficient time and include a tentative agenda. (Dated notice of meeting and agenda for each of the past 12 months should be provided as documentation.)	
5.2.3	The president of the board and the lead executive are both involved in board meeting planning.	
5.2.4	Minutes include a record of names of board members attending and names of board members absent.	
5.2.5	Action is taken with motions, seconds and votes.	
5.2.6	There is a roll-call vote to enter a closed session and a roll call vote to return to open meeting.	
5.2.7	Minutes for closed sessions are kept, are confidential, and are securely maintained separate from the open session minutes.	
5.2.8	The board conducts business in compliance with Missouri Sunshine Law.	
5.2.9	A quorum is present for all Board Meetings. (No meeting was canceled for lack of a quorum without rescheduling.)	
Section	5.3 Governance records and documentation are appropriately kept and maintained.	
5.3.1	The school has made board minutes available to the public.	
5.3.2	Board minutes are developed by a staff member or consultant (not a board member)	
5.3.3	Board minutes are maintained in an organized, consistent manner by the same individual.	
5.3.4	Board minutes are current.	
5.3.5	Board minutes are complete.	
5.3.6	Deficient findings from last years' review have been corrected.	
Section	5.4 School business is conducted in a transparent manner, free of conflict of interest, and models best practices regarding governance roles and responsibilities.	
5.4.1	<p>There is specific evidence in board agendas and minutes that the board has focused on the governance of the school.</p> <p>The following items will be used as documentation as found in the minutes: a. overall goal discussion; b. overall outcomes monitoring; c. evaluation of the lead administrator; d. long-term planning; e. budget discussion and approval; f. ongoing fiscal updates; g. ongoing personnel updates; and h. instruction /student achievement reports.</p>	

5.4.2	There is no evidence of any conflict of interest in board decisions.	
5.4.3	If applicable, staff and teacher salary schedules or guidelines are approved by the board.	
Part 6: Board Policy		
(Met= 10 or more indicators, Partially Met= 7-9 indicators, Not Met= 6 or fewer)		
Section	6.1 Board policy deficits from last year have been developed or revised as needed.	
6.1.1	Policies marked as Partially Met or Not Met from last year have been reviewed or revised and approved by the board, as documented in board minutes.	
Section	6.2 Policies required by statutes have been developed and are followed.	
6.2.1	A policy for a bid process exists is followed, as exhibited in documentation provided for a recent bid.	
6.2.2	A policy regarding borrowed funds exists and is followed as exhibited in documentation provided for the calendar year of showing any funds borrowed for any reason.	
6.2.3	A policy for personnel evaluations exists and is followed as evidenced by an evaluation schedule and three sample, current, completed evaluations for the current school year with all personal details removed.	
6.2.4	A policy for writing checks and paying bills exists and is followed as exhibited in documentation provided of five actual transactions of the purchase order, invoice, and bill payment process.	
6.2.5	The school uses a bank account(s) controlled by the charter board of directors. If there is more than one bank account, list each account that exists for the school.	
6.2.6	The board has adopted a written policy relating to information that the charter school will provide about former employees (certified and non-certified) to other public schools (Section 162.068, RSMo). The policy is followed as exhibited in a written document containing the language used in the communication with other public schools.	
6.2.7	The charter school has adopted a policy consistent with the Missouri Student Religious Liberties Act (Section 160.2500, RSMo).	
Section	6.3 Board policies are reviewed annually, communicated, and easily accessible.	
6.3.1	The Board has a process in place for reviewing board policies and completes a review of all board approved policies annually, as documented in board minutes.	

6.3.2	Documentation that policy changes affecting staff have been communicated to appropriate personnel.	
6.3.3	The school has made policies available to the public.	
6.3.4	All policies revised, deleted, and/or added by the board during the calendar year have been added to the current policy manual with appropriate notation: reviewed, revised or adopted (for new policies) and the date of revision.	

Part 7: Financial Operations

(Met= 26 or more indicators, Partially Met= 22-25 indicators, Not Met= 21 or fewer)

Section	7.1 Fiscal records are appropriately maintained.	
7.1.1	Each month's financial report up through the current years', is available, user friendly, and organized.	
7.1.2	School budget and year-to-date expenditures for Federal Programs documentation is in place.	
7.1.3	Software program, external company, or other means of bill pay is provided and can be accessed upon site visit.	
7.1.4	Documentation of a searchable expenditure and revenue document or database detailing actual income, expenditures, and disbursements for the current calendar or fiscal year is on the school's website, which may be in the format of a searchable PDF, document, or spreadsheet. If not, then a direct link to the department of elementary and secondary education's website, which has detailed financial and budgetary information about the public school district or charter school, shall be provided on the district's website.	
Section	7.2 The school operates in a fiscally sound and appropriate manner.	
7.2.1	The annual independent audit is available for review and is free of findings.	
7.2.2	Minimum of three-year budget plan beyond the current school year is provided.	
7.2.3	Reserves as reported on the most recent ASBR are above 10%.	
7.2.4	The school participates in the E-Rate program when applicable.	
7.2.5	The school receives Medicaid funds when applicable.	
7.2.6	The school has current liability insurance coverage, and it is approved by the board annually.	
7.2.7	The monthly check register/payment of bills is approved at the regular board meeting.	
7.2.8	The school participates in the Kansas City Public Schools Retirement System.	
7.2.9	Current fiscal year budget is complete with detailed revenues and expenditures, and there is documentation in board minutes that it is reviewed and revised at least two times per fiscal year.	

Section	7.3 Required fiscal reports and audits are completed appropriately and timely submitted.	
7.3.1	Current financial reports are provided monthly to the board and can be documented in board minutes.	
7.3.2	Financial reports at each board meeting include a balance sheet showing assets and liabilities and current financial standing of the school.	
7.3.3	Financial reports to the board include an Income and Expense statement.	
7.3.4	Financial reports to the board include a budget versus actual report.	
7.3.5	Audit prepared by an independent company was sent to KCPS and DESE and was published in a local paper. (copy of emails or copy of what was sent)	
7.3.6	The audit was accepted by the Board (in minutes with related vote).	
7.3.7	The school uses different persons/companies to prepare the ASBR and the audit. If a school employee prepares the ASBR, the employee has signed a conflict of interest statement.	
7.3.8	Previous year's ASBR was submitted to DESE.	
7.3.9	If ASBR report had exceptions from DESE they were corrected in a timely manner.	
Section	7.4 School business and expenses are made free of conflict of interest and directed toward meeting the mission of the school.	
7.4.1	Written procedures/internal controls for the handling of charitable gifts and incoming monies are clear. (Procedures for mail, events, cafeteria, uniforms, etc.)	
7.4.2	There is a board approved Whistleblower policy identified as such in the policy manual.	
7.4.3	Written procedure for budget development is available and includes communication with a variety of appropriate stakeholders.	
7.4.4	The final budget for the upcoming fiscal year is approved by the board prior to July 1.	
7.4.5	There is a board approved, written document available identifying who must approve contracts of various dollar amounts.	
7.4.6	There is a board approved policy that is specifically identified and addresses nepotism in hiring and the awarding of contracts.	
7.4.7	School spends at least 1% of its annual budget on professional development.	
Part 8: Facilities		
(Met= 40 or more indicators, Partially Met= 35-39 indicators, Not Met= 34 or fewer)		

Section	8.1 Proper planning and inspections are in place to ensure long-term safety and functionality.	
8.1.1	There is a clear procedure for initiating a work order request for building and/or equipment. (i.e., examples of what has been repaired this month from a work order).	
8.1.2	Current Fire Department Safety Certificate is posted.	
8.1.3	Current Health Department Food Service Certificate is posted.	
8.1.4	Deficiencies on Food Services Audits have been addressed as per the required corrective actions.	
8.1.5	Fire extinguisher inspections are posted and up-to-date.	
8.1.6	Elevator is available and inspection is posted.	
8.1.7	HVAC is in good repair.	
Section	8.2 The interior of the building is clean, properly maintained and designed in an effort to support the instructional process.	
8.2.1	GFCI are installed where an electrical source is within 6 feet of a water source.	
8.2.2	All observed electrical boxes/switches are covered.	
8.2.3	EXIT signs are prominent and lighted.	
8.2.4	Stair treads and railings are secure and safe.	
8.2.5	Classrooms are of adequate size for their purpose.	
8.2.6	Bathrooms are clean.	
8.2.7	Toilets are operational.	
8.2.8	Bathrooms have sinks with hot and cold water.	
8.2.9	Bathrooms provide soap and towels for hand washing.	
8.2.10	Hallways have an unobstructed clearance of 8 feet.	
8.2.11	Storage areas are in good order.	
8.2.12	Schools maintain appropriate entrance signs and directions. (Need to check into the office and how to get there.)	
8.2.13	All classroom doors can be locked/secured from the inside.	
8.2.14	First floor classrooms should have a means to block sight from those outside the building.	
8.2.15	Paper artwork and teaching materials cover less than 20% of a wall area.	

8.2.16	The interior of the building is clean.	
Section	8.3 The exterior of the building is easily recognizable, free of clutter and properly maintained in an effort to promote safety for students and the community.	
8.3.1	Handicapped parking is provided and marked.	
8.3.2	Curb cuts are in an appropriate proximity to handicapped parking.	
8.3.3	Exterior signage is prominent and adequate for emergency vehicles to identify the school.	
8.3.4	Exterior door security is in place at every entry while allowing people to exit whenever the building is occupied.	
8.3.5	Playground equipment is inspected on a regular schedule and a written process is in place to denote possible safety problems. (Must be documented- checklist).	
8.3.6	The main entrance to the school has an electronic system that controls entry to visitors.	
8.3.7	Shrubs around the building are trimmed within 3' to allow for a good line of sight.	
8.3.8	Exterior lighting is appropriate around entrances, parking and walkways.	
8.3.9	The charter school ensures that an American Flag is displayed in front of each school building.	
Section	8.4 Procedures are in place to ensure safety.	
8.4.1	Emergency exit maps are posted in every occupied room.	
8.4.2	Breaker boxes are kept locked and do not allow child access.	
8.4.3	Material Safety Data Sheets are posted where chemicals are stored.	
8.4.4	There were no observed permanent extension cords.	
8.4.5	There is a working system of communication between classrooms and the office.	
8.4.6	There is an appointed district Safety Coordinator.	
8.4.7	A copy of the floor plan is on file with the local police department.	
8.4.8	An alternate building evacuation site is known to adults and parents.	
8.4.9	Visitors are required to check in at the office and receive a visitor name badge.	
8.4.10	Science teachers and administrators are aware of the special safety requirements of science labs and the proper safety equipment is in place.	
8.4.11	All bathrooms have the child abuse hotline poster in both Spanish and English.	

Part 9: Personnel and Payroll

(Met= 9 or more indicators, Partially Met= 7-8 indicators, Not Met= 6 or fewer)

Section	9.1 Personnel policies and procedures are appropriately conducted in a manner that promotes the recruitment and retention of an effective instructional staff.	
9.1.1	A Teacher Salary Schedule is in place or a process that uses experience and degrees, with consideration given to other charter schools' salary structures to determine salary.	
9.1.2	Yearly board approved contracts are provided.	
9.1.3	Classified/Support Staff Salary Schedules or a written letter of employment that includes salary and benefits is provided at time of employment.	
9.1.4	School has a staff/talent recruitment and retention plan on file.	
9.1.5	At least 80% Position Code 60 educators are certified. All employees paid with federal funds are certified.	
9.1.6	A master schedule is in place and available.	
9.1.7	Family Care Safety Registry reports and fingerprint background checks for all employees are complete, less than five years old, and kept on file.	
9.1.8	Payroll summaries and personnel rosters were compatible.	
9.1.9	School demonstrates stability with its staff (recruitment, hiring, salary and benefits, and mentoring practices). For two out of the last three years the school has retained: (85-100% of staff =Met, 70-84% of staff =Partially Met, <70% of staff =Not Met)	
9.1.10	The school uses a teacher evaluation system based on the 7 Essential Principles of the Missouri Teacher Evaluation System.	
9.1.11	Current and historic H.R. records are maintained in a secure location.	

Part 10: Required Training and Drills

(Met= 20 or more indicators, Partially Met= 16-19 indicators, Not Met= 15 or fewer)

Section	10.1 Students and/or staff participate in appropriate drills and training.	
10.1.1	All staff is trained annually in/on bullying recognition and response.	
10.1.2	All staff is trained annually in/on Sexual Harassment: Staff to Staff.	

10.1.3	All staff is trained annually in/on Restraint & Seclusion.	
10.1.4	All staff is trained annually in/on FERPA/HIPAA.	
10.1.5	All staff is trained annually in/on bloodborne pathogens.	
10.1.6	Appropriate personnel are trained in how to respond to bomb threats. (Every 2 Years).	
10.1.7	Persons responsible for first aid are trained and given proper equipment and supplies.	
10.1.8	Youth suicide prevention training for middle and High School staff. (Once plus every year thereafter with new staff.)	
10.1.9	Regular fire drills are held with a record of date, time, and observations (min 5 annually).	
10.1.10	Regular tornado drills are held with a record of date, time, and observations (a minimum of 2 annually).	
10.1.11	Regular intruder drills are held with a record of date, time, and observations (at least 1/yr.).	
10.1.12	All staff participated in active shooter training. (In person or online annually.)	
10.1.13	An emergency/ crisis plan is in place and reviewed with staff annually.	
10.1.14	Bus evacuation drills for students K – 6 are conducted at least once each semester.	
10.1.15	Two hours of Dyslexia training for all teachers.	
10.1.16	Appropriate school personnel attend meetings offered by DESE and other resources to keep up-to-date on Federal programs (i.e., Title, SPED, 504, Homeless, ELL, Food Service, etc.).	
10.1.17	A safety committee meets at least two times each year (administrator(s), teacher(s), nurse, parent(s), etc.).	
10.1.18	Administrative procedures encourage staff to report suspected child abuse and neglect.	
10.1.19	A student code of conduct is made available to students, staff and parents.	
10.1.20	Notifications of the following documents are available to parents: ESEA Complaint Procedure, Certification and/or qualifications of teachers, Identification for a Language Program, Individual Student Outcomes, and DESE Tests (Purpose and Use).	
10.1.21	All staff trained annually in accordance with Title IX of the Education Amendments of 1972.	
10.1.22	The school has designated a person for each of the 4 Title IX required roles.	
10.1.23	Training materials used for annual training in accordance with Title IX of the Education Amendments of 1972 are posted on the school's website.	

Part 11: Student Enrollment and Records

(Met= 20 or more indicators, Partially Met= 16-19 indicators, Not Met= 15 or fewer)		
Section	11.1 Student enrollment procedures and recording keeping are appropriately conducted and maintained.	
11.1.1	The school has enrollment policies and practices which include a stated open enrollment period, grade level capacities, lottery process, and waiting list.	
11.1.2	Efforts to recruit and serve a diverse population are evident.	
11.1.3	The school is at or above 90% of enrollment targets	
11.1.4	Lotteries are conducted appropriately and school requests attendance by KCPS personnel.	
11.1.5	Waiting lists are maintained by grade level and appropriate documentation is readily available.	
11.1.6	MOSIS number is on file on all records (permanent, Special Ed, 504, etc.).	
11.1.7	Birth Certificate/Proof of Birth is on file for kindergarten and first grade.	
11.1.8	A completed student application is on file.	
11.1.9	The date of admission is noted.	
11.1.10	Records/transcripts from previous school are on file.	
11.1.11	There is proof of residence for the current year (i.e., lease, utilities, etc.).	
11.1.12	Immunization records are on file.	
11.1.13	Parent and emergency contact information is on file.	
11.1.14	A clear process is in place to up-date parent contact information.	
11.1.15	There is a record of grades earned.	
11.1.16	Discipline records are on file.	
11.1.17	There is a cumulative record of test results.	
11.1.18	Attendance records are on file.	
11.1.19	Records are well organized and consistently updated.	
11.1.20	Schools keep student records in accordance with the general record retention schedule.	
11.1.21	Requests for records are sent in a timely manner.	
11.1.22	The charter school reports school dropouts to the Missouri Literacy Hotline.	
11.1.23	MOCAP information is included in parent handbook, registration documents, and "featured" on home page of website (Required by Missouri statutes).	

Part 12: Special Education

(Met= 50 or more indicators, Partially Met= 45-49 indicators, Not Met= 44 or fewer)

Section	12.1 Initial File Review	
12.1.1	Referral form is present and dated.	
12.1.2	Name(s) and role(s) of individual(s) making the referral is documented.	
12.1.3	Reason(s) for referral and description of concern(s) which describes why the child is suspected of having a disability is present.	
12.1.4	Date when Procedural Safeguards were presented to parents is present. (5 school days)	
12.1.5	Review of Existing Data form is in file and dated.	
12.1.6	Prior Written Notice (PWN) for evaluation was provided with date of delivery documented.	
12.1.7	Consent is obtained prior to administration of any tests or assessment instruments, if applicable, with name(s) and description(s) of area(s) of functioning to be assessed.	
12.1.8	Parent(s) was/were notified of the Eligibility Staffing (Notification of Meeting) with date notified documented.	
12.1.9	Evaluation was completed within 60 calendar days of PWN. (Date documented)	
12.1.10	Evaluation report contains the names and roles of the individuals making the eligibility determination.	
12.1.11	Statements including exclusionary factors specific to - SLD, Autism, SSD, LI-are documented.	
12.1.12	Prior Written Notice for initial services is present and dated.	
12.1.13	Documentation is present that a copy of the evaluation results and eligibility determination was provided to parents with date of provision of the copy (m/d/y).	
12.1.14	The evaluation report addresses the results of assessments conducted in all areas generally related to the suspected disability.	
12.1.15	Evaluation information draws upon information from a variety of sources and is sufficiently comprehensive to identify all of the student's special education and related services needs.	
Section	12.2 Reevaluation File Review	
12.2.1	Review of Existing Data (RED) form is present and dated.	
12.2.2	Reevaluation is within three years of the last Evaluation Report (ER).	
12.2.3	Written Notice when no additional assessment is needed, is completed, dated and provided to parents.	
12.2.4	Date when the parent(s) was/were notified of the Eligibility Staffing is present when additional data was collected.	

12.2.5	Evaluation report is present, if additional data were collected, and contains the names and roles of the individuals making the continued eligibility determination.	
12.2.6	Statement including exclusionary factors specific to-SLD, Autism, SSD, LI-are documented.	
12.2.7	Dated copy of the evaluation report was provided to the parent(s). (Not applicable if no assessments required and eligibility category remains the same as previous eligibility determination.)	
Section	12.3 Individual Education Plan (IEP)	
12.3.1	IEP is current.	
12.3.2	Initial IEP meeting is held within 30 days of the eligibility determination staffing.	
12.3.3	The IEP team meets to review/revise, if necessary, the IEP at least on an annual basis (meetings no more than 365 calendar days apart).	
12.3.4	Notification of meeting is documented and dated.	
12.3.5	Present Level contains all required components.	
12.3.6	The IEP team considered all special factors and determined services, strategies, supports or devices, as appropriate (communication needs, assistive technology and/or devices, limited English proficiency and behaviors that impede the learning of the child or others).	
12.3.7	Present Level drives the goals.	
12.3.8	IEP includes goals that are written in terms that are in SMART format (Specific, measurable, attainable, results oriented and time bound).	
12.3.9	Specific Special Education Services are listed and location of services is documented.	
12.3.10	If student receives related services, they are listed.	
12.3.11	If student requires accommodations and/or modifications, they are noted on the IEP with frequency and location noted.	
12.3.12	IEP addresses the extent of non-participation in regular education and for any child not participating 100% in the regular education environment, including a description of the extent that the student will not participate and why full participation is not appropriate.	
12.3.13	Selected placement is noted.	
12.3.14	Parent provided a dated copy of the IEP (generally within 20 days).	

12.3.15	Special education services and goals match.	
Section	12.4 Transfer File Review	
12.4.1	Enrollment date is noted.	
12.4.2	Documentation, if appropriate, is present and dated that Agency Officials conducted interviews with sending school.	
12.4.3	Agency acceptance or rejection of the IEP is noted.	
12.4.4	If IEP was rejected; the date new IEP was developed is documented.	
12.4.5	Agency acceptance or rejection of the Evaluation Report is noted.	
12.4.6	If Evaluation Report was rejected date of initiation of new evaluation and date completed is documented.	
Section	12.5 Transition	
12.5.1	For students beginning not later than the first IEP to be in effect when the child is 16, post-secondary transition is stated as a purpose of the meeting.	
12.5.2	Notification of meeting includes post-secondary transition as one of the purposes.	
12.5.3	Evidence exists that the student was invited to the IEP Team meeting where transition services were discussed.	
12.5.4	If the student was age 16+ and did not attend any meeting where the purpose is the consideration of post-secondary goals, documentation must be present that the student's preference and interests related to transition services were considered at the IEP meeting.	
12.5.5	Evidence exists, where appropriate, that a representative of any participating agency was invited to attend the IEP Team meeting with the prior consent of the parent or student who has reached the age of majority.	
12.5.6	Appropriate measurable postsecondary goals are noted.	
12.5.7	Post-secondary goals are updated annually.	
12.5.8	Evidence exists that measurable post-secondary goals were based on age-appropriate transition assessment.	
12.5.9	Transition services in the IEP reasonably enable the student to meet his/her postsecondary goals.	
12.5.10	IEP includes multiple year courses of study that will reasonably enable the student to meet his/her post-secondary goals.	

12.5.11	Annual IEP goals relate to the student’s post-secondary transition goals.	
12.5.12	No later than the student’s 17th birthday, the IEP includes a statement that the child has been informed of the rights under IDEA that will transfer to the student upon her/his 18th birthday.	
Section	12.6 Discipline	
12.6.1	Documentation exists within the file that the student was suspended in excess of 10 consecutive school days or 10 cumulative school days where a pattern of suspension is created.	
12.6.2	Documentation is present that indicates appropriate disciplinary procedures were followed.	
12.6.3	Prior Written Notice was provided if a disciplinary change of placement was determined.	
Part 13: Positive Human Relations		
(Met= 6 or more indicators, Partially Met= 4-5 indicators, Not Met= 3 or fewer)		
Section	13.1	
13.1.1	School has mechanism for consistent and regular staff feedback	
13.1.2	School has mechanism for consistent and regular parent feedback	
13.1.3	School has mechanism for consistent and regular student feedback	
13.1.4	Staff satisfaction survey is conducted at least annually	
13.1.5	Parent satisfaction survey is conducted at least annually	
13.1.6	Student satisfaction survey is conducted at least annually	
13.1.7	School has mechanism for consistent and regular staff collaboration and celebrations	

Appendix 2 Revocation Administrative Hearing Procedures

KCPS Office of Education Collaboration Charter School Sponsorship

III. REVOCATION ADMINISTRATIVE HEARING PROCEDURES

A charter school revocation is a serious action, and the Kansas City Public Schools is committed to fair due process. In the event of a revocation decision, the board of the charter school may appeal to the KCPS Superintendent and Cabinet (RSMo 160.405.7(3)). Should the charter school liaison serve on the Cabinet, that person shall recuse himself/herself from the hearing.

Appeals can be of two types:

- Procedural, claiming that the sponsor did not follow proper process; or
- Substantive, claiming that the sponsor made a bad decision on the merits.

A. RECOMMENDATION FOR REVOCATION PROCESS

Regardless of the type of appeal, the charter school Board of Directors will observe the following guidelines:

- 1) Written notice will be provided at least sixty (60) days before acting to revoke the charter. The notice shall state the grounds for the proposed action and information about the school's right to appeal.
- 2) Summary of recommendation to revoke a charter presented to the KCPS Cabinet.

B. APPEAL PROCESS

Regardless of the type of appeal, the charter school Board of Directors will observe the following guidelines:

- 3) Upon written notification from the Office of Education Collaboration of its final A written request for a hearing may be submitted by the charter school governing board within two (2) weeks of receiving the sixty-day (60-) notice.
- 4) A hearing, with oral testimony and written argument challenging the evidence against the school before KCPS Cabinet will be held within two weeks of the written request from the board. Hearing may include the following:
 - a) legal representation;
 - b) written record of the proceedings; and
 - c) right to call witnesses and challenge evidence.

- 5) Written notice from the sponsor of final revocation decision presented prior to the sixty-day (60-)final notice.
- 6) Revocation shall only be effective at the conclusion of the school year, unless the sponsor determines that continued operation of the school presents a clear and immediate threat to the health and safety of the children (RSMo160.405.7(5)).
- 7) A decision by the KCPS Cabinet members to revoke a charter may be further appealed. In accordance with the provisions of RSMo Section 160.405.8 (4) a final decision on the revocation of a Charter School Contract is subject to an appeal to the state board of education, which shall determine whether the charter shall be revoked.