



Hogan Preparatory Academy

Hogan Preparatory Academy

Date and Time

Monday September 27, 2021 at 5:30 PM CDT

Location

Notice is hereby given that the Hogan Preparatory Academy Board will conduct a Board Meeting at 5:30 PM on Monday, September 27, 2021 at Hogan Preparatory Academy District Office, at 6409 Agnes Avenue. Due to COVID-19 safety protocols, the meeting can be attended remotely by the Zoom link or the conference call telephone number below:

<https://us02web.zoom.us/j/84305822994?pwd=aTZQMXREcEF5NzZ5N1VqNHd2akFtZz09>

Meeting ID: 843 0582 2994

Passcode: 0J25GP.

Agenda

	Purpose	Presenter	Time
I. Opening Items			5:30 PM
Opening Items			
A. Call the Meeting to Order		Dr. Mary Viveros	1 m
B. Record Attendance and Guests		Dr. Mary Viveros	1 m
Quorum Established			
C. Adoption of Agenda	Vote	Dr. Mary Viveros	1 m
D. Comments from Public		Dr. Mary Viveros	5 m
E. Comments from the Board President		Dr. Mary Viveros	5 m
F. Comments from the Superintendent		Dr. Jayson Strickland	10 m
HPA High School Internship-Valorie Montgomery & Yvonne Hayes			
II. HPA Board Dashboard			5:53 PM

	Purpose	Presenter	Time
A. HPA BOD September Dashboard	Discuss	Dr. Mary Viveros	5 m
III. Consent Agenda			5:58 PM
A. Approval of August 23, 2021 Minutes	Approve Minutes	Dr. Mary Viveros	1 m
B. Approval of Closed Session Minutes	Vote	Dr. Jayson Strickland	1 m
C. HPA HR Report	Vote	Dr. Tanya Shippy	1 m
D. HPA BOD Bylaws Revisions	Vote	Jamie Berry	1 m
E. Prep KC MOU	Vote	Dr. Jayson Strickland	1 m
F. Designation of McKinney-Vento and Foster Care Coordinator	Vote	Jamie Berry	1 m
G. KLS Contract Update	Vote	Jamie Berry	1 m
IV. Hogan Preparatory Academy Board of Director Committees			
V. Finance Committee			6:05 PM
Finance			
A. Finance Committee Report	Discuss	Jamie Berry & David Collier	5 m
B. Approve August Expenses	Vote	Jamie Berry & David Collier & Paul Greenwood	1 m
C. KCPS MOU	Vote	Jamie Berry	5 m
D. HPA High School Student Run Store Checking Account	Vote	Jamie Berry	5 m
VI. Academics			6:21 PM
A. Academic Committee Report	Discuss	Dr. Tamara Burns & Dr. Mary Viveros	5 m
VII. Governance and Board Development			6:26 PM
A. Governance & Board Development Committee	Discuss	Matt Samson & Dr. Tanya Shippy	10 m

	Purpose	Presenter	Time
Charter School White Paper Training			
B. Charter School Board Member Draft	Vote	Dr. Tanya Shippy & Matt Samson	5 m
VIII. New Business			6:41 PM
A. HPA Policy Update	Vote	Jamie Berry	5 m
B. HPA Conflict of Interest Policy Annual Review	Discuss	Jamie Berry	5 m
IX. Old Business			
X. Calendar			6:51 PM
A. Upcoming Dates	Discuss	Dr. Jayson Strickland	1 m
<ul style="list-style-type: none"> • September 29th Early Release • October 13th Early Release • October 22nd HPA Staff PD - Schools Closed • October 25th HPA BOD Meeting, 5:30pm • October 25th 2nd Quarter Begins • October 27th-28th Parent Teacher Conferences - Early Release & Schools Closed • October 29th Schools Closed 			
XI. Closing Items			6:52 PM
A. Motion to go into Closed Session	Discuss	Dr. Mary Viveros	10 m
<p>RSMo § 610.021. Closed meetings and closed records authorized when, exceptions, sunset dates for certain exceptions (1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.... 3) Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded.....(13) Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment...</p>			
B. Adjourn Meeting	Vote	Dr. Mary Viveros	1 m

Cover Sheet

HPA BOD September Dashboard

Section: II. HPA Board Dashboard
Item: A. HPA BOD September Dashboard
Purpose: Discuss
Submitted by:
Related Material: Board Dashboard - September 2021 (1).pdf

HPA FY21-22 Performance Dashboard



Strengthen Board Oversight

Target: 80% attendance at 80% of meetings
FY20-21: Met 80% attendance at 80% of meetings
YTD: 93%



Cash Reserves

Target: \$3,000,000
FY20-21:
Projection: \$3,916,970



Retain High Quality Teachers

Target: 60% in Core Content by FY23-24
FY20-21:
FY21-22:

Leadership Performance



Target: Proficient in Hogan 5 categories.
Goal: 100% of District and School Leaders Proficient (3)

Hogan 5	HPA ES	HPA MS	HPA HS	Average
1c	2.0	2.0	3.0	2.33
2c	2.0	2.0	3.0	2.33
2d	2.5	2.0	3.0	2.5
3c	2.0	2.0	3.0	2.33
3d	2.5	1.5	3.0	2.33
Overall Score	2.5	1.9	3.0	



Teacher Performance (Hogan 5)

85% of Teachers are Proficient (6) in each category

Hogan 5	Baseline April 2021- NEE	Current
1c	4.74	4
2c	5.42	4.52
2d	5.40	5.2
3c	4.52	3.85
3d	4.24	3.71

HPA FY21-22 Performance Dashboard



ATTENDANCE

Attendance

Target:
YTD:
Projection:



FRESHMEN

Freshman on Track

Target:
YTD:
Projection:



SENIOR

Seniors on Track

Target:
YTD:
Projection:



Graduation Rate

Target: 83.9%
FY20-21 Rate: 91%
(52 out of 57)
Projection:



Graduates w/MVA

FY 22-23 Target: 20% w/at
least 1 MVA
YTD:
Projection:

HPA FY21-22 Performance Dashboard



MAP Below Basic*

	Current FY18-19	FY21-22 Target
ELA	30.8%	28.3%
Math	58.7%	54.2%
Science	51.0%	47.0%



MAP Performance Index*

	Current FY 18-19	FY21-22 Target
ELA	258.1	267.1
Math	194.3	208.4
Science	205.2	218.7



SGP Growth

	Moderate (50 SGP)	Moderately Ambitious (65 SGP)	Ambitious (75 SGP)	% Above Moderate
FY21-22	100%	20%	3%	23%

*Interim assessment data uses Evaluate, which is a Powered by BoardOnTrack for MAP

Cover Sheet

Approval of August 23, 2021 Minutes

Section: III. Consent Agenda
Item: A. Approval of August 23, 2021 Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Hogan Preparatory Academy on August 23, 2021

DRAFT



Hogan Preparatory Academy

Minutes

Hogan Preparatory Academy

Date and Time

Monday August 23, 2021 at 5:30 PM

Location

Notice is hereby given that the Hogan Preparatory Academy Board will conduct a Board Meeting at 5:30 PM on Monday, August 23, 2021 at Hogan Preparatory Academy District Office, at 6409 Agnes Avenue. Due to COVID-19 safety protocols, the meeting can be attended remotely by the Zoom link or the conference call telephone number below:

Zoom Meeting:

[https://us02web.zoom.us/j/83526021446?](https://us02web.zoom.us/j/83526021446?pwd=MmVPTzRvWG5hbTY3SXVlaUlqQkxnQT09)

[pwd=MmVPTzRvWG5hbTY3SXVlaUlqQkxnQT09](https://us02web.zoom.us/j/83526021446?pwd=MmVPTzRvWG5hbTY3SXVlaUlqQkxnQT09)

Meeting ID: 835 2602 1446

Passcode: 0VMhgP

One tap mobile

+13126266799,,83526021446#,,,,*400704# US (Chicago)

+19292056099,,83526021446#,,,,*400704# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

Meeting ID: 835 2602 1446

Passcode: 400704

Directors Present

Albert Ray (remote), Danielle Binion (remote), David Collier (remote), Mary Viveros (remote), Matt Samson, Robin Carlson (remote)

Directors Absent

Lynne Beaver

Guests Present

Beth Radke (remote), Dana Cutler (remote), Dana Cutler (remote), Edwin Wright (remote), Jamie Berry (remote), Jayson Strickland, Jazmine Salach (remote), Tamara Burns (remote), Tanya Shippy (remote)

I. Opening Items

A. Call the Meeting to Order

Mary Viveros called a meeting of the board of directors of Hogan Preparatory Academy to order on Monday Aug 23, 2021 at 5:30 PM.

B. Record Attendance and Guests

C. Adoption of Agenda

Albert Ray made a motion to Adopt the agenda.

Danielle Binion seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Mary Viveros Aye
Matt Samson Aye
Lynne Beaver Absent
Robin Carlson Aye
Danielle Binion Aye
David Collier Aye
Albert Ray Aye

D. Comments from Public

E. Comments from the Board President

F. Comments from the Superintendent

II. Consent Agenda

A. Approval of July 26, 2021 Minutes

Matt Samson made a motion to approve the minutes from Hogan Preparatory Academy on 07-26-21.

Robin Carlson seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Lynne Beaver Absent
Danielle Binion Aye
Matt Samson Aye
Mary Viveros Aye
David Collier Aye
Robin Carlson Aye
Albert Ray Aye

B. Approval of Closed Session Minutes

Matt Samson made a motion to Approve Closed session minutes.

Robin Carlson seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

David Collier Aye
Albert Ray Aye
Danielle Binion Aye
Robin Carlson Aye
Matt Samson Aye
Mary Viveros Aye
Lynne Beaver Absent

C. HPA HR Report

Matt Samson made a motion to Approve HPA HR report.
Robin Carlson seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Albert Ray Aye
Mary Viveros Aye
Robin Carlson Aye
Matt Samson Aye
Danielle Binion Aye
David Collier Aye
Lynne Beaver Absent

D. HPA Employee Handbook update

Matt Samson made a motion to Approve the update to the HPA Employee Handbook.
Robin Carlson seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Lynne Beaver Absent
Danielle Binion Aye
Matt Samson Aye
Robin Carlson Aye
Albert Ray Aye
Mary Viveros Aye
David Collier Aye

E. First Student Contract Extension

Matt Samson made a motion to Approve the First Student Contract Extension.
Robin Carlson seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Mary Viveros Aye
Albert Ray Aye
Lynne Beaver Absent
Matt Samson Aye
David Collier Aye
Danielle Binion Aye
Robin Carlson Aye

F. HPA Student Handbook

Matt Samson made a motion to Approve the HPA Student Handbook.
Robin Carlson seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Lynne Beaver Absent
Robin Carlson Aye
Matt Samson Aye
Danielle Binion Aye
David Collier Aye
Mary Viveros Aye
Albert Ray Aye

III. Finance Committee

A. Finance Committee Report

B. Approve July Expenses

Albert Ray made a motion to Approve July expenses.

Danielle Binion seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

David Collier Aye
Albert Ray Aye
Matt Samson Aye
Lynne Beaver Absent
Danielle Binion Aye
Robin Carlson Aye
Mary Viveros Aye

IV. Academics

A. Academic Committee Report

Robin Carlson made a motion to Approve Academic Committee Report.

Albert Ray seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Albert Ray Aye
Mary Viveros Aye
Danielle Binion Aye
Lynne Beaver Absent
Matt Samson Aye
Robin Carlson Aye
David Collier Aye

V. Governance and Board Development

A. Governance & Board Development Committee

Robin Carlson made a motion to Approve the Governance Report.

Albert Ray seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

David Collier Aye
Danielle Binion Aye
Lynne Beaver Absent
Robin Carlson Aye
Albert Ray Aye
Matt Samson Aye
Mary Viveros Aye

VI. New Business

A. Ignition Lab-Operation Breakthrough MOU

Mary Viveros made a motion to Approve Ignition Lab-Operation Breakthrough MOU.

Matt Samson seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

David Collier Aye
Matt Samson Aye
Albert Ray Aye

Roll Call

Lynne Beaver Absent
Robin Carlson Aye
Danielle Binion Aye
Mary Viveros Aye

B. Special Education Plan

Robin Carlson made a motion to Approve the Special Education Plan.
Albert Ray seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Robin Carlson Aye
Danielle Binion Aye
Lynne Beaver Absent
Albert Ray Aye
Mary Viveros Aye
Matt Samson Aye
David Collier Aye

C. Social Emotional Development Report

VII. Closing Items

A. Motion to go into Closed Session

Danielle Binion made a motion to Go into Closed session pursuant to RSMo § 610.021. Closed meetings and closed records authorized when, exceptions, sunset dates for certain exceptions (3) Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded and (13) Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment.

Robin Carlson seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Lynne Beaver Absent
Matt Samson Aye
Danielle Binion Aye
David Collier Aye
Robin Carlson Aye
Albert Ray Aye
Mary Viveros Aye

B. Motion to Return to General Session

Mary Viveros made a motion to Return to General Session with no action to be taken by the Board.

Danielle Binion seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Robin Carlson Aye
Mary Viveros Aye
Albert Ray Aye
Matt Samson Aye
Danielle Binion Aye
Lynne Beaver Absent
David Collier Aye

C. Adjourn Meeting

Albert Ray made a motion to Adjourn the meeting.

Robin Carlson seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Albert Ray Aye

David Collier Aye

Robin Carlson Aye

Lynne Beaver Absent

Danielle Binion Aye

Matt Samson Aye

Mary Viveros Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 7:00 PM.

Respectfully Submitted,

Mary Viveros

Cover Sheet

HPA HR Report

Section:	III. Consent Agenda
Item:	C. HPA HR Report
Purpose:	Vote
Submitted by:	
Related Material:	2021 September Board - HR Report.pdf

First Name	Last Name	Position	Effective Date	Location
Tracy	Kapperman	Floating Substitute Teacher	09/13/2021	Elementary School
Brandon	Collins	Behavior Interventionist	09/27/2021	Elementary School
Yvonne	Boyd	Substitute Pool Teacher	09/20/2021	Central Office
Knikkia	Townsend	Teacher, Kindergarten	10/04/2021	Elementary School
Russell	Friend	Floating Substitute Teacher	10/05/2021	Elementary School
Sharita	Taylor	Front Office Secretary	10/04/2021	Elementary School
Samantha	Blair	Substitute Pool Teacher	9/20/2021	Central Office
Robin	Urton	Substitute Pool Teacher	9/20/2021	Central Office

Cover Sheet

HPA BOD Bylaws Revisions

Section: III. Consent Agenda
Item: D. HPA BOD Bylaws Revisions
Purpose: Vote
Submitted by:
Related Material: HPA Second Amended Bylaws_9.27.21.pdf



HPA Second Amended Bylaws

Attached is the second amendment to HPA's bylaws. The amendment has been created to update the administrative office's physical address, update our registered agent's address, remove proxy voting (not allowed for charter school boards), and to change the date of our annual meeting from the fall to the spring. Changes have been highlighted for your convenience and review.

We are requesting the Board's approval of these changes.

Second Amended Bylaws
Of
HOGAN PREPATORY ACADEMY
(A CHARTER SCHOOL)

ARTICLE I
OFFICES

The principal office of the not-for-profit Corporation shall be located at ~~6409 Agnes Meyer Boulevard, Kansas City, Missouri 64132~~ **1221 East 6409 Agnes Meyer Boulevard, Kansas City, Missouri 64132**. The Corporation may have such other offices, either within or outside the State of Missouri, as the activities of the Corporation may require from time to time.

The registered agent of the Corporation as required by the governing statutes for not-for-profits operating in the State of Missouri is ~~James W. Tippin & Associates, 21 West Gregory Boulevard, 601 East 63rd Street – Suite 310, Kansas City, Missouri 64110~~ **James W. Tippin & Associates, 21 West Gregory Boulevard, 601 East 63rd Street – Suite 310, Kansas City, Missouri 64110**. The registered agent and the registered agent's address may be changed by the Board of Directors.

ARTICLE II
OBJECTIVES, PURPOSES & POWERS

The Corporation is organized exclusively for charitable, religious, educational and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future federal tax code (the "Code"), including for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) and 170(c)(2) of the Code.

The Corporation's purposes shall include, without limitation, the development and implementation of Missouri Charter School program. To enable the Corporation to carry out such purposes, it shall have the power to do any and all lawful acts necessary or convenient to conduct, promote or attain the purposes herein set out, and to that end:

- a. To take, accept, hold, and acquire by bequest, devise, gift, purchase, loan, or lease, any property, real or personal, whether tangible or intangible, without limitation as to kind, amount or value.

b. To sell, convey, lease, or make loans, grants, or pledges of any such property, or any interest therein or proceeds therefrom, and to invest and reinvest the principal thereof and receipts therefrom, if any.

c. To borrow money upon and pledge or mortgage any such property for my purpose for which it is organized, and to issue notes, bonds, or other forms of indebtedness to secure any of its obligations.

d. To carry on any of the foregoing activities or purposes either directly or as agent for or with other persons, associations or corporations.

e. To carry on any activity and to deal with and expend any such property or income therefrom for any of the foregoing purposes without limitation, except such limitations, if any, as may be contained in the instrument under which such property is received, the Articles of Incorporation, the By-Laws of the Corporation, or any other limitations as are prescribed by law.

The Corporation will admit students of any race, color, nationality, ethnic origin, gender (including, but not limited to transgender, gender neutral and gender non-specific) or sexual orientation to all the rights, privileges, programs and activities generally accorded or made available to students at the school. It will not discriminate on the basis of race, color, nationality ethnic origin gender (including, but not limited to transgender, gender neutral and gender non-specific) or sexual orientation in administration of its educational policies, admission policies, scholarship and loan programs, and athletic or other school administered programs.

ARTICLE III MEMBERS

The Corporations shall not have members.

ARTICLE IV DIRECTORS

Section 1. General Powers: The affairs of the Corporation shall be managed by its self-perpetuating Board of Directors.

Section 2. Number: The number of persons to constitute the Board of Directors of the Corporation shall be no less than five (5) and no more than nine (9).

Section 3. Election and Term of Office: Directors shall be elected at the annual meeting. The term of office of each Director shall be for a period of three years. No director shall serve more than three consecutive terms. Currently serving Directors' terms shall be staggered in the following manner:

- a. Board members shall be designated by section A, B or C.

- b. Those Board members who are members of section A terms shall expire in 2019 with the option of being re-elected for two more terms;
- c. Those Board members who are members of Section B terms shall expire in 2022 with the option of being re-elected for one more term;
- d. Those Board members who are members of Section C terms shall expire in 2025 with no option of being re-elected.

Section 4. Meetings: Meetings are not governed by Robert's Rules.

4.1 Annual Meeting: The annual meeting of the Board shall be held on the ~~second Monday of September~~ ~~of~~ ~~during the May meeting~~ each year, at which meeting the election of Directors (when applicable) should occur and for the transaction of such other business as may come before the meeting. ~~If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day.~~ If the election of Directors shall not be held at the annual meeting the Board shall schedule the election to be held at a special meeting as soon thereafter as possible. The annual meeting may be conducted via phone conference, video-conferencing or through the use of other technologies, as long as all of the participants have access to the technology being used for the meeting, including the public

4.2 Regular Meetings: Regular meetings of the Board shall be held at a location determined by the Board. The number of meetings may be increased or decreased by agreement of the Board. The Board can also hold meetings via phone conference, video-conferencing or through the use of other technologies, as long as all of the participants have access to the technology being used for the meeting, including the public. The Board may provide, by resolution, the time and place for the holding of regular meetings, other than, the annual meeting, without notice other than such resolution.

4.3 Special Meetings: ~~Special~~ meetings of the Board may be called by or at the request of the President of the Board or any two Directors. A person(s) authorized to call special meetings may fix any place to have the meeting. The person(s) calling a special meeting shall notify the Secretary for the Board of the information required to be in the Notice. The Directors calling for the special meeting may fix any place within the State of Missouri, as the place for holding any special meeting of the Board. The meeting be held via phone conference, video-conferencing or through the use of other technologies, as long as all of the participants have access to the technology being used for the meeting, including the public.

4.4 Emergency Meetings: Emergency meetings of the Board may be called by any Director when an emergency occurs at or in relation to one of the schools. An emergency includes, but is not limited to, the following: serious illness or death of key personnel; destruction or serious damage to any of the facilities; or the physical welfare or well-being of students or staff is in jeopardy.

Section 5. Notice: All meeting notices shall use plain, concise English. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The Notice of Waiver does not have to include the business to be transacted at, nor the purpose of any regular, special or emergency meeting of the Board to be valid.

5.1. Notice for Regular Meetings: The Directors and public shall receive notice of all regular meetings no later than twenty-four hours before the meeting, exclusive of weekends and holidays when the facility is closed, prior to the commencement of any meeting of a governmental body unless for good cause such notice is impossible or impractical, in which case as much notice as is reasonably possible shall be given. If the meeting is being held via the Internet or some other electronic means, the Notice shall provide information on how to join the meeting via the technology being used.

5.2. Notice for Special Meetings: The Notice for special meetings are to be sent to the Board via e-mail and posted for the public no later than twenty-four hours before the meeting, exclusive of weekends and holidays when the facility is closed, prior to the commencement of any meeting of a governmental body unless for good cause such notice is impossible or impractical, in which case as much notice as is reasonably possible shall be given.

5.3. Notice for Emergency Meetings: Notice may or may not be possible with an Emergency meeting. However, Notice shall be sent to the Board and posted for the public as soon as reasonably possible.

Section 6. Proxies: **Proxies are not allowed for Missouri Charter School Board of Directors.** A Director may give his/her proxy to a fellow Board member in the following manner: the Director must notify the president and secretary in writing of his/her intent to give his/her proxy and to whom the proxy will be given via email, fax or other Board agreed upon method; the Director giving his/her proxy must notify the recipient Director in writing via email, fax or other Board agreed upon method that the proxy is being given to them to exercise. A Director is limited to two proxies per year—one during the first six months of the fiscal year and a second the last six months of the fiscal year. Copies of the Director's written notice of proxy must be provided and attached to the minutes of the meeting for which the proxy is given.

Section 7. Quorum & Voting: A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meetings of the Board of Directors; provided that if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. Each Director present shall be entitled to one (1) vote upon each matter submitted to a vote at any such meeting. **A quorum is not needed to transact business at an emergency meeting. A quorum can be achieved via a Director giving his/her proxy to a fellow Board member.**

7.1. Each Director shall be entitled to one vote upon each matter submitted to a vote in person or by telephone or any video/audio meeting options available to all Directors.

7.2. Voting can be taken via telephone, facsimile, Internet, or any other voice or electronic means, the nature of the emergency of the public body justifying that departure from the normal requirements shall be stated in the minutes. Where such emergency exists, the votes taken shall be regarded as if all members were physically present and in attendance at the meeting. The emergency vote should be reviewed at the first subsequent regular meeting of the Board to be considered for rescission or ratification.

Section 8. Manner of Acting: The act of the majority of the Directors present at a Board meeting at which a quorum is present shall be the act of the Board.

Section 9. Consent Action: Any action which is to be or may be taken at a meeting of the Board, or my committee of the Directors, may be taken without a meeting if consents in writing, setting forth the action so taken, are signed by all of the members of the board or of the committee as the case may be. The consents shall have the same force and effect as a unanimous vote at a Board meeting having been duly held.

Section 10. Compensation: Directors shall not receive salaries or compensation of any kind for their service on the Board of Directors. The Board of Directors may adopt a resolution providing for reimbursement payments according to State law to their Directors for any expenses incurred for attending the meetings of the Board of Directors. The Directors may adopt the reimbursement policy used by the school district employees/staff for Director's reimbursements, as long as it is compliant with the governing law for charter schools and not-for-profit boards operating in the State of Missouri.

Section 11. Vacancies on the Board:

11.1. Removal: The Board of Directors may vote to remove a Director at any time with or without cause. A meeting to consider the removal of a Director may be called and notice given, following the procedures provided in the Bylaws. The Notice of and Agenda for the meeting shall state the basis for possible removal of the Director, if any. A Director may be removed by the affirmative vote of the majority of the Board of Directors. A quorum must be present for a vote of removal.

11.2. Removal by Sponsor: A Director may also be removed by written notice from the Sponsor of the Hogan Preparatory Charter School for cause—specifically for breach of fiduciary duty or mismanagement of funds. Said Notice must include, with factual specificity the basis for the removal and after documented attempts to have the issues outlined addressed/resolved by the Board Member(s) in question.

11.2. Resignation/Death: In the event of the death or resignation of a Director, the seat shall be filled by a candidate elected by a majority of the remaining Directors to complete the unexpired term. A Director so elected is still able to serve up to an additional three terms after the completion of the unexpired term, if the time left on the unexpired term was less than eighteen (18) months.

ARTICLE V
OFFICERS

Section 1. Offices: The officers of the Corporation shall include a President; a Vice-President; a Treasurer; and a Secretary and such other officers as may be created by resolution of the Board of Directors.

Section 2. Election and Terms of Office: The officers shall be elected by the Board of Directors at its regularly scheduled May meeting or as soon thereafter as possible. New officers may be created and filled at any meeting of the Board of Directors. Officers' terms shall be two years with the no more than two terms.

Section 3. Removal: Any officer or agent elected or appointed by the Board of Directors may be removed by the Board whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4. Vacancies: A vacancy in any office because of death, resignation, resignation otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President: The President shall be the chief executive officer of the Corporation and shall supervise the affairs of the Corporation subject to the authority of the Board of Directors. The President shall preside over all meetings of the Board of Directors and may sign, with the Secretary or Treasurer, or any other proper officer authorized by the Board of Directors any documents and instruments which the Board of Directors authorizes to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws to some other officer or agent of the Corporation., or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. Vice-President: In the absence of the President, or in the event of his/her inability or refusal to act, the Vice-President shall perform the duties of the President, and when so doing, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. Treasurer: The Treasurer, subject to the authority and approval of the Board of Directors:

- (a) Shall have charge and custody of and be responsible for all funds and securities of the Corporation;

- (b) Shall receive and give receipts for moneys due and payable to the Corporation from any source whatsoever and deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VI of these By-Laws; provided, however, some or all of such duties, as the Board of Directors may determine, may be delegated to a custodian as provided in said Article VI and/or Article VIII here below;
- (c) Shall see that all the duties incident to the office of Treasurer are completed; and
- (d) Shall attend to such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sums and with such surety or sureties as the Board of Directors shall determine.

Section 8. Secretary: The Secretary shall be responsible for:

- (a) Maintaining the minutes of the Board of Directors' meetings in one (1) or more books provided for that purpose;
- (b) Ensuring that all notices are duly given in accordance with the provisions of these Bylaws or as required by law);
- (c) Ensuring the corporate records and of the seal of the Corporation are maintained;
- (d) Ensuring that the seal of the Corporation is affixed to all documents, executed on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these Bylaws;
- (e) Ensuring that a permanent record of all disbursements for religious, charitable, scientific, literary, or educational purposes made by the Board of Director and/or its duly appointed officers or agents in behalf of the Corporation; and
- (f) Performing all duties incident to the office of Secretary and such other duties as from time to time may be signed to him/her by the President of by the Board of Directors, however, some or all of such duties, as the Board of Directors may determine, may be delegated to a designee as provided in said Article VI and/or Article VIII here below;.

Section 9. Compensation: Officers shall not receive salaries or compensation of any kind for their service on the Board of Directors. The Board of Directors may adopt a resolution providing for reimbursement payments according to State law to their Officers for any expenses incurred for attending the meetings of the Board of Directors. The Officers may adopt the reimbursement policy used by the school district employees/staff for Officer's reimbursements, as long as it is compliant with the governing law for charter schools and not-for-profit boards operating in the State of Missouri.

ARTICLE VI
TRANSACTIONS OF THE BOARD

Section 1. Contracts: The Board may authorize my officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances, that has been previously approved by the Board.

Section 2. Loans: No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. Checks, Drafts, Etc.: All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. Deposits: All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

Section 5. Custodians: The Board may from time to time designate a bank, trust company, or depository as custodian of all funds and properties of the Corporation, which custodian shall maintain a record of all receipts, expenditures, income and expenses of the Corporation and/or perform such ministerial duties as the Board by written direction may instruct. The custodian may receive fees for its services as may from time to time be agreed upon by the Board and the Custodian(s).

Section 6. Gifts: The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation. The Board of Directors may make gifts and give charitable contributions that are not prohibited by the Bylaws, the articles of incorporation, state law, and any requirements for maintaining the Corporation's federal and state tax status.

Section 7. Potential Conflicts of Interest: The Corporation shall not make any loan to a Director or Officer of the corporation. The Corporation shall not borrow money from or otherwise transact business with a member, Director, Officer, or, committee member of the Corporation unless the transaction is described fully in a legally binding instrument and is in the best interests of the Corporation. The Corporation shall not borrow money from or otherwise transact business with a Director, Officer, or committee member of the Corporation without full disclosure of all relevant facts and without the approval of the Board of Directors, not including the vote of any person having a personal interest in the transaction. Additionally, the Board of Directors shall be subject to the conflict of interest provisions of the Law.

Section 6. Conflicts of Interest Policy: The Board shall adopt a Conflicts of Interest Policy that is consistent with these Bylaws and the governing law for charter school boards and not-for-profit corporations operating within the State of Missouri. Said Conflicts of Interest policy will be reviewed at every annual meeting.

Section 7. Acknowledgment of Conflicts of Interest Policy: Board members will execute on an annual basis an acknowledgment of the Board's conflicts of interest policy, as well as, completing any State required conflicts of interest forms or information.

Section 8. Power of Attorney: A person/agent/attorney may execute any instrument related to the Corporation by means of a Power of Attorney executed by the proper Officers of the Corporation. However, an originally, executed copy of the Power of Attorney must be kept with the Corporation's records and a copy attached to any instrument executed under said power of attorney

Section 9. Prohibited Acts/Actions/Activities: As long as the Corporation is in existence, and except with prior approval of the Board of Directors, no Director, Officer or committee member shall do the following:

- (a) Do any act in violation of the Bylaws or a binding obligation of the Corporation;
- (b) Do any act with the intention of harming the Corporation or any of its operations;
- (c) Do any act that would make it impossible or unnecessarily difficult to carry-on the intended or ordinary business of the Corporation;
- (d) Receive an improper benefit from the operation of the Corporation;
- (e) Use the assets of the Corporation, directly or indirectly, for any purpose other than carrying on the business of the Corporation;
- (f) Wrongfully transfer or dispose of Corporation property, including intangible property such as good will;
- (g) Use the name of the Corporation (or any substantially similar name) or any trademark or trade name adopted by the Corporation, except on behalf of the Corporation in the ordinary course of the Corporation's business; nor
- (h) Disclose any of the Corporation business practices, trade secrets, or any other information not generally known to the business community to any person not authorized to receive it.

If a Director, Officer or committee member violates these provisions, he or she shall be subject to immediate removal from his/her post.

ARTICLE VII COMMITTEES

Section 1. Establishment of Committees: The Board of Directors may adopt a resolution establishing or disbanding committees. The Board of Directors may delegate specified authority to a committee and may appoint or remove members of a committee. A committee shall include two or more directors and may include persons who are not Directors. If the Board of Directors delegates any of its authority to a committee, the majority of the committee shall consist of Directors. The Board of Directors may establish qualifications for membership on a committee. The Board of Directors may delegate to the president its power to appoint and remove members of a committee that has not been delegated. Any authority delegated to a committee shall not relieve the Board of Directors, or any individual Director, of any responsibility imposed by the Bylaws or otherwise imposed by law. No committee shall have the authority of the Board of Directors to:

- (a) Amend the Articles of Incorporation;
- (b) Adopt a plan of merger or a plan of consolidation with another corporation;
- (c) Authorize the sale, lease, exchange, or mortgage, of all or substantially all of the property and assets of the Corporation;
- (d) Authorize the voluntary dissolution of the Corporation;
- (e) Revoke proceedings for the voluntary dissolution of the Corporation;
- (f) Adopt a plan for the distribution of the assets of the Corporation;
- (g) Amend, alter, or repeal the Bylaws;
- (h) Eject, appoint, or remove a member of a committee or a Director or Officer of the Corporation;
- (i) Approve any transaction to which the Corporation is a party and that involves a potential conflict of interests as defined in paragraph 5.4, below;
- (j) Amend, alter or appeal any resolution of the Board; nor
- (k) Take any action outside the scope of authority delegated to it by the Board of Directors.

The designation and appointment of a committee and the delegation of authority to the committee shall not operate to relieve the Board or any individual Director of any responsibility imposed upon the Board or a Director by law.

Section 2. Authority to Appoint: The Board can designate committees on an ad hoc basis, as needed. The committees that can be appointed include, but are not limited to Finance, Faculty and External Affairs, and Governance and others as needed or determined by the Board. The Board of Directors shall define the activities and scope of authority of each committee designated or created and shall appoint the Chairman of the committee at the time of its formation.

Section 3. Committee Meetings & Quorum: Written or printed notice of a committee meeting shall be delivered to each member of a committee not less than three (3) days before the date of the meeting. The notice shall state the place, day, and time of the meeting, and the purpose or purposes for which the meeting is called. Said Notice may be provided by mail, fax, email or some

other Board agreed method. The Notice shall also be posted at least 24 hours before said committee meeting in the manner of a Board of Directors meeting.

A majority of the number of persons shall constitute a quorum of a committee for the transaction of business at any meeting of the committee. The committee members present at a duly called or held meeting at which a quorum is present may continue the meeting even if enough committee members leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of committee members required to constitute a quorum. If less than a quorum is present at any meeting, a majority of the committee members present may adjourn the meeting at any time without further notice.

Section 4. Actions of Committees: Committees shall try to take action by consensus. However, the vote of a majority of committee members present and voting at a meeting at which a quorum is present shall be sufficient to constitute the act of the committee unless the act of a greater number is required by law or the Bylaws. A committee member who is present at a meeting and abstains from a vote is not considered to be present and voting for the purpose of determining the act of the committee.

Section 5. Proxies: Committee members may not vote by proxy.

Section 6. Compensation: Committee members shall not receive salaries for their services. The Board of Directors may adopt a resolution providing for the payment to committee members of a fixed sum and expenses of attendance, if any, for attendance at each meeting of the committee. A committee member who is not a Board of Director may serve the Corporation in any other capacity and receive compensation for those services. Any compensation that the Corporation pays to a committee member who is not a Board of Director shall be commensurate with the services performed and shall be reasonable in amount.

The Directors may adopt the reimbursement policy used by the school district to reimburse employees/staff for reimbursement of Committee members, as long as it is compliant with the governing law for charter schools and not-for-profit corporations operating in the State of Missouri.

Section 7. Rules: Each committee may adopt its own rules for its own operation, as long as the rules adopted are not inconsistent with these Bylaws, rules adopted by the Board of Directors and are not inconsistent with scope of the committee's assignment. Rules adopted by a committee must be presented to the Board for final approval before being used or enforced by the committee. Said rules should be sent to the Board at least seven days in advance of the meeting where the committee is seeking approval of the same.

ARTICLE VIII AGENTS & ATTORNEYS

The Board of Directors may appoint such agents, attorneys, and attorneys-in-fact of the Corporation as it may deem proper, and may, by written power of attorney, authorize such agents, attorneys or attorneys-in-fact to represent it and for it and in its name, place and stead, and for its

use and benefit to transact any and all business which said Corporation is authorized to transfer or do by its Articles of Incorporation, and in its name, place and stead, and as its corporate act and deed, to sign, acknowledge and execute any and all contracts and instruments, in writing necessary or convenient in the transaction of such business as fully to all intents and purpose as said Corporation might or could do if it acted by and through its regularly elected and qualified officers.

ARTICLE IX
FISCAL YEAR

The fiscal year of the Corporation shall begin on July 1 of each year and end on June 30 of each year.

ARTICLE X
WAIVER OF NOTICE

Whenever any notice whatsoever is required to be given under the provisions of these By-Laws or under the provisions of the Articles of Incorporation or under the provisions of The General Not for Profit Corporation Act of Missouri, waiver thereof in writing, signed by the person(s) entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI
SEAL

The Board of Directors shall provide a corporate seal which shall be in the form of a circle and shall inscribed thereon the name of the Corporation and the words, "Corporate Seal."

ARTICLE XII
INDEMNIFICATION

Section 1. Indemnification, When: The Corporation shall indemnify a Director, Officer, committee member, employee or agent of the Corporation who was, is or may be named defendant or respondent in any proceeding as a result of his or her actions omissions within the scope of his or her official capacity in the Corporation. For the purposes of this article, an agent includes one who is or was serving at the request of the Corporation as a Director, Officer, partner, venturer, proprietor, trustee, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise. However, the Corporation shall indemnify a person only if he or she acted in good faith and reasonably believed that the conduct was in the Corporation's best interests. In a case of criminal proceeding, the person may be indemnified only if he or she had no reasonable cause to believe that the conduct was unlawful. The Corporation shall not indemnify a person who is found liable to the Corporation or is found to be liable to another on the basis of improperly receiving a personal benefit. A person is conclusively considered to have been found liable in relation to any claim, issue, or matter if (A) the person has been adjudged liable by a court of competent jurisdiction and all appeals have been exhausted or (B) The termination of a proceeding by

judgment, order, settlement, conviction, or on a plea of polo contendere or its equivalent does not necessarily preclude indemnification by the Corporation.

Section 2. Indemnification, How: The Corporation shall pay or reimburse expenses incurred by a Director, Officer, committee member, employee, or agent of the Corporation in connection with the person's appearance as a witness or other participation in a proceeding involving or affecting the Corporation when the person is not a named defendant or respondent in the proceeding.

In addition to the situations otherwise described in this paragraph, the Corporation may indemnify a Director, Officer, committee member, employee, or agent of the Corporation to the extent permitted by law. However, the Corporation shall not indemnify any person in any situation in which indemnification is prohibited by the terms of Article XII Section 1, above. Before the final disposition of a proceeding, the Corporation may pay indemnification expenses permitted by the Bylaws and as authorized by the Corporation, i.e. attorneys' fees etc. However, the Corporation shall not pay indemnification expenses directly to the person requesting reimbursement before the final disposition of a proceeding. If the person is a named defendant or respondent in a proceeding brought by the Corporation or the person is alleged to have improperly received a personal benefit or committed other willful or intentional misconduct—that person will not be reimbursed and will be obligated to re-pay monies paid on their behalf pursuant to Article X Section 5, below.

Section 3. Indemnification, What: The Corporation may indemnify a person under the bylaws, the person may be indemnified against judgment, penalties, including excise and similar taxes, fines, settlements, and reasonable expenses (including attorney's fees) actually incurred in connection with the proceeding. However, if the proceeding was brought by or on behalf of the Corporation, the indemnification is limited to a reasonable expenses actually incurred by the person in connection with the proceeding.

Section 4. Determination of Reasonable Expenses: Before the Corporation may pay any indemnification expenses (including attorney's fees), the Corporation must determine that expenses to be reimbursed are reasonable, except as provided in paragraph, below. The Corporation may make these determinations and decisions by any one of the following procedures:

- (i) By a majority vote of the quorum consisting of Directors who, at the time of the vote, are not named defendants or respondents in the proceeding;
- (ii) By a majority vote of the committee of the Board of Directors, designated to act in the matter by a majority vote of all Directors, consisting solely of two or more who at the time of the vote is not named defendants or respondents in the proceeding;
- (iii) If such a quorum cannot be obtained by the Directors and such a committee cannot be established, by a majority vote of all Directors then by determination of special legal counsel selected by a majority vote of all of the Board of Directors; and

(iv) If the party requesting indemnification submits with his/her request a notarized affirmation that he or she has met the standard of conduct necessary for indemnification under the Bylaws and executes a Promissory Note for each request for reimbursement that will be void if it is determined that the individual met the requirements for indemnification.

Section 5. Authorization of Payment. The Corporation shall authorize indemnification once it has been determined that the expenses are reasonable. Authorization shall be given if the facts then known to the Board would not preclude authorizing indemnification see paragraph Article X Section 1. The Corporation shall provide for repayment within thirty (30) days after authorization of payment by the Corporation. If it is ultimately determined that the person has not met the requirements for indemnification. The reimbursement shall be an unlimited general obligation of the person receiving said reimbursement. The obligation need not be secured, and it may be accepted without reference to financial ability to make repayment.

ARTICLE XIII
PROPERTY DEVOTED TO CORPORATE PURPOSES

All income and properties of the Corporation shall be devoted exclusively to the purposes provided in the Articles of Incorporation of the Corporation. The Board may adopt such policies, regulations and procedures governing the management and/or disbursement of funds for such purposes as in its opinion are reasonably calculated to carry out such purposes as set forth in said Articles.

ARTICLE XIV
DISSOLUTION

Upon dissolution of this corporation and after discharging all liabilities and obligations of this corporation (or making adequate provision therefor) and after the return, transfer or conveyance of all assets requiring return, transfer or conveyance thereof because of the dissolution of this corporation and after taking any other action required by law, any remaining assets of this corporation that represent funding from or that were obtained by using federal or state funding shall be distributed to the State of Missouri, Department of Elementary and Secondary Education. The Board of Directors shall distribute the remainder of the assets of the corporation, if any, to one (1) or more qualifying organizations described in Section 501(c)(3), 170(c)(2), 2055(a) and 2522(a) of the Internal Revenue Code of 1986 (or described in any corresponding provision of any successor statute) which organization or organizations have a charitable purpose which, at least generally, includes a purpose similar to this corporation. In the event that the court shall find that this section is applicable but that there is no qualifying organization known to it which has a charitable purpose, which, at least generally, includes a purpose similar to this corporation, then the court shall direct the distribution of its assets lawfully available for distribution to the Treasurer of the State of Missouri to be added to the general fund.

ARTICLE XV
AMENDMENTS

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted at any meeting of the Board of Directors called for that purpose by the affirmative vote of a majority of the Board of Directors.

ARTICLE XVI
MISCELLANEOUS PROVISIONS

Section 1. Governing Law: The Bylaws shall be construed in accordance with the laws of the State of Missouri. All references in the Bylaws to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time.

Section 2. Legal Construction: If any Bylaw provision is held to be invalid, illegal, or unenforceable in any respect, the invalid, illegal, or unenforceable provision shall be excluded as if it had not been included and the remaining provisions and the Bylaws shall continue in full force.

Section 3. Headings: The headings used in the Bylaws are used for convenience and shall not be considered in contouring the terms of the Bylaws.

Section 4. Gender: Wherever the context requires, all words in the Bylaws in the male gender shall be deemed to include female or neutral gender, all singular words shall include the plural, and all plural words shall include the singular.

8.70 PARTIES BOUND. The Bylaws shall be binding upon and inure to the benefits of the Directors, Officers, committee members, employees, and agents of the Corporation and their respective heirs, executors, administrators, legal representatives, successors, and assigns except as otherwise provided in the Bylaws.

=====END OF TEXT=====

DRAFT TWO - FOR BOARD CONSIDERATION

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected secretary of Hogan Preparatory Academy and the foregoing amended Bylaws constitute the current Bylaws of the Corporation. The amended Bylaws were duly adopted at a meeting of the Board of Directors held on _____, 2021.

Date: _____
(Signature of Secretary)

(Print name)

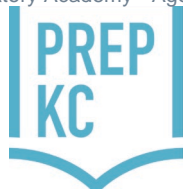
SEAL OF CORPORATION,
If applicable

DRAFT TWO - FOR BOARD CONSIDERATION

Cover Sheet

Prep KC MOU

Section: III. Consent Agenda
Item: E. Prep KC MOU
Purpose: Vote
Submitted by:
Related Material: Hogan Prep PREP-KC MOU FY22 rev 8.25.21.pdf



PREP-KC and Hogan Preparatory Academy

Annual Memorandum of Understanding

July 1, 2021

This Memorandum of Understanding (MOU), executed August 25, 2021, by and between PREP-KC and the Hogan Preparatory Academy (Hogan Prep), covers a one-year (July 1, 2021– June 30, 2022) period.

PREP-KC and Hogan Prep are jointly committed to implementing a set of strategies collectively to better prepare students for success in postsecondary education and careers. The set of strategies described herein are designed to achieve the following outcomes during the 2021-2022 school year:

1. Provide upstream College and Career Experiences for students.
2. Prepare students for postsecondary success.

Section A: Resource Agreement

PREP-KC will dedicate its resources (funds and technical assistance) to the following:

1. Increase College & Career Experiences for Hogan Prep Academy.
 - PREP-KC will design and implement Career Jumping activities for students at Hogan Prep middle and high schools.
 - PREP-KC will provide ongoing access to industry professionals and virtual College and Career Experiences for Hogan Prep middle and high school students through the Connector online platform.
 - PREP-KC will provide up to 10 hours of technical assistance to build college and career exploration capacity for staff in grades 6-8
2. Increase postsecondary readiness
 - PREP-KC will provide up to 70 hours of technical assistance focused on developing student programming that leads to all students having the opportunity to earn a Market Value Asset (MVA). Specific supports will include technical assistance targeting:
 - i. individualized student plans
 - ii. student advisory
 - iii. industry-specific MVAs

Cost Summary

The total cost of the services included in this Agreement is \$20,700. PREP-KC is providing a total of \$10,350 to support the implementation of these services. The remaining costs are to be paid by Hogan Prep and total \$10,350. The following table summarizes these costs.

Item	Total # of Day/Events	Cost	District Cost Share Rate	Total Cost	PREP-KC Cost	District Cost
Career Jumping	2	\$1,600	50%	\$3,200	\$1,600	\$1,600
MVA Development	40	\$125	50%	\$5,000	\$2,500	\$2,500
HS Technical Assistance (Capacity Building, Partnership Development, Scheduling Support)	70	\$125	50%	\$8,750	\$4,375	\$4,375
K-8 Technical Assistance (Capacity Building and Partnership Development)	10	\$125	50%	\$1,250	\$625	\$625
Connector Licenses	1	\$2,500	50%	\$2,500	\$1,250	\$1,250
Total			50%	\$20,700	\$10,350	\$10,350

Hogan Prep and PREP-KC enter into this working Agreement and agree to the allocation of contracted days per the MOU at the designated rate. Additional support from the PREP-KC team may occur. It could include occasional requests for periodic one-on-one coaching support, informal and occasional building walk-throughs conducted by the PREP-KC team, as well as participation in planning sessions specific to the implementation of this scope of services. These activities will occur at no additional cost, and the frequency of activities will be based on the availability of PREP-KC staff time and resources.

Additional student activities or technical assistance days requested by the school or district and which fall outside of the scope of services included in this Agreement may be conducted at an additional cost to Hogan Prep and based on availability of PREP-KC staff time and resources. In such cases, PREP-KC will amend the MOU.

In addition to the costs outlined above, Hogan Prep will provide student transportation for all off-campus college and career readiness experiences designed and facilitated by the PREP-KC team.

COVID-19 Related Program Changes

In the event of a COVID-19 pandemic-related "Stay-At-Home" orders or similar physical distancing measures, the parties shall negotiate in good faith to reschedule services outlined in this Agreement or modify these services to be offered virtually. Costs for modified or rescheduled activities will not exceed the amounts included in this Agreement. PREP-KC will not charge Hogan Prep for any activities impacted by COVID-19 related conditions if arrangements to reschedule or modify cannot be mutually agreed upon by both parties.

Section B: Data Collection and Analysis Agreement (Measuring Results)

The Hogan Prep/PREP-KC partnership will measure progress in achieving district and school goals using a variety of student and teacher data. Data will be tracked and monitored via the PREP-KC Data Dashboard. Any personally identifiable information (hereinafter “PII”) gathered and utilized by PREP-KC as a part of this enterprise shall be used only to meet the purpose of the project as stated in this document and shall not be used for any other purpose falling outside the purpose or scope of this project. Data collection and analysis will include the items listed below:

- State Assessment data – including elementary, middle, and high school scores in communication arts and Math.
- Formative assessment data in math and ELA (e.g., the STAR assessment if currently administered).
- Student, teacher, and parent survey data as related to PREP-KC’s strategies
- ACT data.
- College-ready data – the percentage of graduating seniors who are college-ready (as measured by completion of college courses and ACT/ACCUPLACER/COMPASS scores).
- Career-ready data – the percentage of graduating seniors who are career-ready (as measured by work-based learning experiences and/or career-readiness certificates)
- Academy student data – data collection will include the following student-level data: assessment scores (EOC exams, ACT series, and Community College Placement exams), demographic data, college courses/credits completed, career-readiness certificates, student attendance, student GPA, confirmed postsecondary enrollment, a pre/post student survey, and anecdotal/observational teacher data.
- Market Value Assets and Real-World Learning Data, including data on client projects and internships, college coursework, and industry-recognized credentials.
- Graduate Data—Postsecondary Enrollment data pulled from Missouri’s Department of Elementary and Secondary Education and the National Student Clearinghouse. The number of college applications submitted and FAFSA applications as measured by Hogan Prep.

Occasionally, PREP-KC may find it necessary to request additional student data related to a specific implementation goal or to answer questions from funders or business partners supporting the work in Hogan Prep. In these cases, Hogan Prep agrees to respond to data requests in a timely and accurate matter. In disclosing data and PII, Hogan Prep is in no way assigning ownership of the PII or data to PREP-KC.

See Appendix A for a detailed data-sharing agreement.

Occasionally, PREP-KC may find it necessary to request additional student data related to a specific implementation goal or to answer questions from funders or business partners supporting the work in Hogan Prep. In these cases, Hogan Prep agrees to respond to data requests in a timely and accurate matter.

Section C: Partnership Commitments

The Hogan Prep/PREP-KC partnership includes shared commitments regarding:

- Resources (funds, technical assistance, and expertise) provided to support key strategies. PREP-KC will continue to actively fund-raise on behalf of our partnership with Hogan Prep and will continue to direct funds, as available, to our mutual priorities for

student outcomes. Hogan Prep will continue to direct funds to these same strategies outlined in Section A, and to the extent possible, will advocate for funds from other sources to be directed to these same strategies.

- Collaboration and alignment. The PREP-KC and Hogan Prep district teams will meet three times a year to share information and problem-solve to strengthen implementation.
- Communications regarding the Hogan Prep/PREP-KC partnership (including a joint commitment to highlighting this partnership on each organization’s website).
- Data collection and analysis to assess progress and drive continued improvement – data will be collected and analyzed on a set of outcome indicators and a set of “leading indicators” or “interim measures” designed to measure progress during the school year.

The partnership framework described above is designed to create a strong foundation for a systems partnership between PREP-KC and Hogan Prep. This framework may be expanded over time to include additional strategic opportunities that advance the shared goal of college and career preparation for the Hogan Prep’s students.

Hogan Preparatory Academy

PREP-KC

Signed: _____

Signed: _____

Date: _____

Date: _____

Name: _____

Name: _____

Title: _____

Title: _____

Appendix A Data Dashboard Addendum

This Data Dashboard Addendum (the “Addendum”) is made and entered into as of the Effective Date by and between PREP-KC and Hogan Prep School District (the “District”). PREP-KC and Hogan Prep are referred to herein collectively as the “Parties” and individually as a “Party.”

Whereas, PREP-KC and Hogan Prep have executed contemporaneously herewith a Memorandum of Understanding (“MOU”) for the 2021-2022 academic year;

Whereas, the MOU expresses the Parties’ joint intention to implement a set of strategies to better prepare students for success in postsecondary education and careers;

Whereas, the MOU articulates certain resources and services that PREP-KC will provide to Hogan Prep and its students;

Whereas, in addition to those resources and services specified in the MOU, the Parties desire that PREP-KC will provide a suite of data tools (the “Data Dashboard”), which facilitate the collection and analysis of key data relevant to student success and preparation for postsecondary education and careers;

Whereas, the Data Dashboard includes enhanced and real-time analytics, customizable reporting, and continually updated data;

Whereas, implementation of the enhanced Data Dashboard will require the Parties’ collaboration with respect to data sharing, management, and storage in compliance with the Family Educational Rights and Privacy Act (“FERPA”) and other applicable federal, state, and local laws;

Whereas, the Parties wish to enter into this Addendum to define the scope of their Agreement concerning the Data Dashboard and related data sharing; and

Whereas, the Parties intend this Addendum will be incorporated as part of the MOU with the same force and effect as though fully set forth therein. In the event of conflicting provisions in the MOU and this Addendum, the provision contained in the MOU shall control;

Now, therefore, for and in consideration of the mutual promises and obligations contained herein and, in the MOU, the Parties agree as follows:

Term

The term of this Addendum shall be the same as the MOU. The term may be extended or renewed only by a separate, written agreement between the Parties.

Purpose and Goals

The Parties acknowledge and agree that the effective collection, analysis, and use of student and program-level data are important tools in improving student success and preparing students for postsecondary education and careers. The Parties agree that PREP-KC’s Data Dashboard has historically been a helpful tool to Hogan Prep in analyzing de-identified student data and

program-level data on student performance and outcomes. Hogan Prep has identified a need, however, for an enhanced data tool utilizing identified student-level data on outcomes and college and career profiles so as to better enhance the likely success of particular students and meet the goals and outcomes specified in the MOU.

The Parties agree that, rather than developing a similar analytical tool internally, it is more advantageous and efficient for Hogan Prep to enter into this Addendum with PREP-KC to provide an enhanced Data Dashboard as a contractor for Hogan Prep. The Parties agree that, but for Hogan Prep's decision to contract with PREP-KC, Hogan Prep would otherwise use its own employees and internal resources to develop and deploy a tool to address the data needs met by the enhanced Data Dashboard.

Through this Addendum, incorporated into the MOU, the Parties intend to secure Hogan Prep's access to the enhanced Data Dashboard, subject to the terms and conditions stated herein and provide a rigorous protocol for Hogan Prep to share student level and program-level data with PREP-KC, as contractor for Hogan Prep, for purposes of providing the enhanced Data Dashboard. It is the Parties' express intention that, through the terms of this Addendum, PREP-KC be deemed a "school official" for purposes of FERPA under the direct control of Hogan Prep with respect to the use and maintenance of personally identifiable student records protected by FERPA.

Relationship to the MOU

The MOU sets forth the Parties' joint commitment to implement a series of strategies to better prepare students for success in postsecondary education and careers and specifies the Parties' Agreement to share the cost of those strategies as specified in the MOU. In light of Hogan Prep's desire to acquire an enhanced Data Dashboard that analyzes identified student-level data, this Addendum is intended to provide the particular parameters and Agreement of the Parties concerning the enhanced Data Dashboard and the sharing of data with PREP-KC for purposes of furnishing and maintaining the enhanced Data Dashboard. This Addendum is incorporated into the MOU with the same force and effect as though fully set forth therein; together, the MOU and Addendum form the entirety of the Parties' Agreement with respect to the services PREP-KC will provide Hogan Prep for the term.

Compensation

PREP-KC provides Hogan Prep access to the Data Dashboard in consideration of the promises contained herein and the expenditures Hogan Prep has committed to elsewhere in the MOU. PREP-KC will not charge a separate fee for access to the enhanced Data Dashboard during the term.

Dashboard Access/Service

For the term, PREP-KC agrees to provide Hogan Prep with access to its enhanced Data Dashboard. The enhanced Data Dashboard will integrate student outcome data, program participation data, and the student's college and career profiles to provide real-time analytics and reporting at the student, school, and District level. PREP-KC will provide login credentials for up to 5 District administrators/employees to access the enhanced Data Dashboard. A description of the components and capabilities of the enhanced Data Dashboard is attached hereto as Exhibit A.

Scope of Data Sharing

To facilitate the use and implementation of the Data Dashboard, the Parties agree that Hogan Prep will share specified identifiable student data, de-identified data, and aggregate data (collectively “Student Data”) with PREP-KC. The classes of Student Data to be shared by Hogan Prep with PREP-KC are set forth in the attached Exhibit B, which may be amended from time to time as agreed to by the Parties in writing and as necessary for PREP-KC to provide the services specified in this Addendum. The Parties agree that representatives of PREP-KC will coordinate with information technology representatives of Hogan Prep to implement an automated data transfer system that will minimize or eliminate the need for individual data requests made to District staff. The automated data transfer system will include industry-standard security features, including commercially reasonable encryption and authentication technologies. Under no circumstance will Student Data subject to FERPA be transferred by email.

The Parties agree that their respective contacts for implementation of this Addendum and related data sharing are:

For PREP-KC

Douglas Elmer
Vice-President
PREP-KC
2300 Main Street, Suite 340
Kansas City, MO 64112

For Hogan Prep

Superintendent
Hogan Preoperatory Academy
5809 Michigan Ave
Kansas City, MO 64130

Confidentiality and Privacy of Student Data

Under this Addendum, the Parties contemplate that Hogan Prep will share with PREP-KC Student Data that may include such personally identifiable elements such as student names, student addresses, student identification numbers, and social security numbers. The Parties agree that personally identifiable Student Data is subject to the provisions of FERPA, 20 U.S.C. § 1232g and may be subject to other applicable federal, state, and local laws. It is the Parties’ intention that, to the extent it receives Student Data, PREP-KC shall be acting as a school official as specified in 34 C.F.R. § 99.31(1)(i)(B) (2018) and will act in compliance with other federal, state, and local laws. To that end, the Parties agree:

- a. To the extent the Student Data is subject to FERPA, Hogan Prep designates PREP-KC as a District official with a legitimate educational interest in the Student Data for purposes of performing the services and functions specified in this Addendum of which Hogan Prep would otherwise use its own employees.
- b. PREP-KC acknowledges that its use and maintenance of all Student Data shared under this Addendum, irrespective of whether the Student Data is subject to FERPA, is subject to the direct control of Hogan Prep.
- c. PREP-KC acknowledges that the improper disclosure or re-disclosure of personally identifiable information from Student Data is prohibited by this Addendum and FERPA.

- d. PREP-KC agrees that it will hold the Student Data in strict confidence and not disclose the Student Data to any third party except (i) as required by law; (ii) as authorized by Hogan Prep in writing, or (iii) as permitted or required by this Addendum.
- e. PREP-KC agrees that it will implement commercially reasonable administrative, physical, and technical standards to safeguard the security of the Student Data and to prevent unauthorized disclosure of Student Data, including unauthorized malicious access. Such measures will include but are not limited to:
 - i. Physical copies of Student Data and/or electronic media (such as flash drives, CD-ROMs, and hard drives containing Student Data) shall be stored in an area that is safe from access by unauthorized persons during duty hours as well as non-duty hours.
 - ii. PREP-KC will not store Student Data on cell phones or personal devices.
 - iii. Any computer containing Student Data or with the ability to access Student Data will be subject to commercially reasonable login authentication, and access to Student Data files will have separate, commercially reasonable encryption. Data portals are secured through the use of verified digital certificates. PREP-KC agrees to allow Hogan Prep to run a script approved by PREP-KC on these portals if Hogan Prep deems necessary.
 - iv. PREP-KC will provide to Hogan Prep a certificate of insurance, including Cyber Security Insurance coverages.
 - v. PREP-KC will have a written incident response plan to include prompt notification of Hogan Prep in the event of a security or privacy breach, as well as best practices for responding to a breach of student information. Such a plan will include appropriate provisions for satisfying applicable federal, state, and local law governing data breach, including but not limited to FERPA and Mo. Rev. Stat. § 407.1500 et seq. PREP-KC agrees to share its incident response plan upon request.
 - vi. PREP-KC will provide annual training to its employees on the confidentiality/non-disclosure provisions of this Addendum, as well as best practices for data security. PREP-KC agrees to conduct commercially reasonable background checks on all PREP-KC employees, contractors, or agents prior to granting access to PII.
 - vii. The Parties recognize that certain PREP-KC employees, contractors, or agents may visit Hogan Prep's property in order to obtain the necessary information for the provision of PREP-KC's services. In the event that a PREP-KC employee must be unsupervised on District's property, the Parties agree that before any such visits to Hogan Prep occur, all visiting PREP-KC employees, contractors, or agents must clear both criminal and child abuse & neglect background checks. PREP-KC further warrants and agrees that its employees, contractors, or agents who visit Hogan Prep will not have contact or interact with Hogan Prep's students. PREP-KC will indemnify, defend, and hold Hogan Prep, its board members, administrators, employees, and agents harmless from and against liability for any and all claims, actions, proceedings, demands, costs (including

reasonable attorneys' fees), damages, and liabilities resulting directly from the acts or omissions of PREP-KC or its employees, contractors, agents, or subcontractors in connection with visits to Hogan Prep's property as described herein.

- viii. The Parties agree that all data collected or held by PREP-KC (including but not limited to District's students' names and other information) shall be stored within the United States of America. The Parties further agree that PREP-KC shall maintain all data in a secure manner using appropriate technical, physical, and administrative safeguards to protect said data. No data may be backed up outside of the continental United States.
- f. PREP-KC agrees to periodically monitor its operations and take commercially reasonable administrative, physical and technical measures to continue to assure that Student Data is safeguarded and maintained in confidence in accordance with FERPA and other applicable federal, state, and local laws.
- g. PREP-KC agrees that it will internally limit access to Student Data to those PREP-KC employees who have a legitimate interest in accessing the Student Data in order to provide the services specified in this Addendum. PREP-KC will require any PREP-KC employee with access to the Student Data to sign a separate confidentiality/non-disclosure agreement securing their personal obligation to the non-disclosure and confidentiality provisions stated herein. PREP-KC will, promptly upon request, outline for District the steps and processes that PREP-KC takes to prevent post-employment data breaches by PREP-KC employees after their employment with PREP-KC has ended.
- h. In the event PREP-KC believes it is necessary to disclose Student Data to software subcontractors for purposes of designing and testing the enhanced Data Dashboard and/or the data sharing transfer system contemplated by Section 6, PREP-KC shall require such subcontractor to sign a separate confidentiality/non-disclosure agreement securing the subcontractor's obligation to the non-disclosure and confidentiality provisions stated herein. To the extent that PREP-KC is permitted, under the applicable terms of the Agreement, to subcontract or otherwise delegate its duties and obligations under the Agreement, PREP-KC is likewise permitted to subcontract or delegate the performance of corresponding duties and obligations contained in this Section, provided however that PREP-KC will remain ultimately responsible for such duties and obligations.
- i. PREP-KC understands and acknowledges that records generated from a student's Free Application for Federal Student Aid ("FAFSA") are subject to special protections and limited uses under the Higher Education Act. For this reason, PREP-KC further acknowledges and agrees that this subset of Student Data will only be used consistent with lawful purposes related to Hogan Prep's administration of federal, state, or institutional aid, including for audits and program evaluations that Hogan Prep deems necessary for the efficient and effective administration of those aid programs.

Compelled Disclosures

In the event PREP-KC is subject to service of a subpoena, court order, administrative order, or other lawful process directing it to disclose Student Data, PREP-KC agrees to promptly notify Hogan Prep of the same and, if reasonably possible and permitted by law, delay production of

the Student Data unless and until Hogan Prep has an opportunity to object to the production with the issuing entity.

Data Security Breach

- a. For purposes of this Agreement, "Security Incident" shall be defined as "the unlawful access to, acquisition of, disclosure of, loss, or use of PII."
- b. In the event that PREP-KC has reason to believe a Security Incident has occurred, PREP-KC shall (i) investigate the Security Incident, identify the impact of the Security Incident and take commercially reasonable actions to mitigate the effects of any such Security Incident, (ii) timely provide any notifications to District or and, in coordination with District but at PREP-KC'REP-KC in coordination with ident, identify the impact of the SecurityPREP-KC or District is required by law to provide, subject to applicable confidentiality obligations and to the extent allowed and/or required by and not prohibited by Applicable Laws or law enforcement.
- c. Except to the extent prohibited by Applicable Laws or law enforcement, PREP-KC shall provide Hogan Prep with a written description of the Security Incident and the type of data that was the subject of the Security Incident.
- d. PREP-KC will use reasonable efforts to cooperate with Hogan Prep's investigation of the Security Incident.

Return of Records

PREP-KC will destroy or return all Student Data (whether in electronic or hard copy form) to Hogan Prep within 30 days of the termination of this Addendum (whether by expiration of the term or pursuant to Section 10) unless the Parties agree to the contrary in writing. If requested, PREP-KC shall provide Hogan Prep with a declaration confirming the destruction and/or return of Student Data as the case may be. Notwithstanding the foregoing language in this Section 9, PREP-KC is permitted to retain, despite termination of this Addendum, any aggregate level data that has been published by Hogan Prep (such as graduate rates, aggregate test scores, and the like), or that is otherwise subject to public access under the Missouri Sunshine Law, irrespective of whether PREP-KC obtained the data through a public source.

Termination

Either Party may terminate this Addendum prior to the expiration of the term with or without cause upon 30 days' prior written notice to the other Party. In the event either Party terminates this Addendum, the remaining provisions of the MOU shall remain in full force and effect unless separately terminated by the Parties as permitted by the MOU.

Intellectual Property

Ownership of Intellectual Property

The Parties agrees that the Data Dashboard, its underlying source code, its imagery, its marks, any improvements thereto, and any goodwill derived therefrom (collectively "Intellectual Property") is the sole intellectual property of PREP-KC. Hogan Prep does not acquire any ownership rights in or to the Intellectual Property as a result of this Addendum and any use of

the Intellectual Property is subject to the limited license granted hereunder. The Parties acknowledge and agree that all course and curriculum materials of Hogan Prep are the sole intellectual property of Hogan Prep. PREP-KC acquires no ownership rights to such curriculum materials through this Addendum. The Parties further agree that Student Data is the exclusive property of Hogan Prep. PREP-KC acquires no ownership rights in Student Data that is shared pursuant to this Addendum.

Licenses

During the term of this Addendum, PREP-KC grants Hogan Prep a limited, non-exclusive, non-transferable, and revocable upon termination of this Addendum license to use the Intellectual Property solely in connection with using the Data Dashboard to improve student performance and better prepare students for their postsecondary education and careers. For its part, Hogan Prep grants PREP-KC a limited, non-exclusive, non-transferable, and revocable upon termination of this Addendum license to use the Student Data solely in connection with providing the services contemplated by this Addendum and as specifically contemplated by Section 13.

No Implied Rights

No rights to PREP-KC's Intellectual Property or Hogan Prep's Student Data are granted except for the express and specific rights and licenses granted hereunder for the term of this Addendum. Each Party retains all rights, title, and interest in and to their respective intellectual properties, including any improvements thereto, whether created individually or jointly.

Protection of Respective Intellectual Property

In the event of any actual, suspected, or threatened third-party infringement of intellectual property licensed by the Parties under this Addendum, each Party shall have exclusive control over all claims, defense of claims, and proceedings, shall bear all costs of any proceedings, and shall be entitled to retain all sums recovered in any action with respect to that Party's intellectual property.

Insurance

PREP-KC will carry insurance coverage for damages arising from a failure of data security or wrongful release of Student Data, including expenses for notification as may be required by federal, state, or local law with limits of liability of at least \$1,000,000. The policy will be a claims-made policy with any prior acts exclusion predating the Effective Date of this Addendum.

Publicity

The Parties contemplate that they either may issue public statements, news releases, or grant press interviews regarding Hogan Prep's de-identified Student Data and to publicize the success of the Parties' joint efforts to improve student outcomes. To the extent reasonably possible, the Parties agree to provide prior notice to the other before issuing any such statement or news release or before granting any press interview; the Parties further agree to collaborate in good faith to address any concerns the other Party may have concerning the content of the statement, release, or interview, as the case may be. Notwithstanding the foregoing, either Party may, without prior notification to the other, utilize de-identified Student Data in scholarly presentations and articles. In no case will PREP-KC divulge the identity of any student, or

student's family members, regardless of the method of publication, unless such action is permitted by FERPA and other applicable laws and upon prior written authorization of Hogan Prep's chief executive officer.

Right to Audit

Hogan Prep shall have the right to reasonably audit PREP-KC's compliance with the confidentiality and data security provisions of this Addendum. Hogan Prep shall provide at least 14 days' notice of its intent to audit PREP-KC's compliance unless such audit is the result of Hogan Prep learning of an actual breach of the confidentiality and/or data security provisions, in which case Hogan Prep may audit PREP-KC's compliance on 24 hours' notice. PREP-KC will reasonably cooperate with such audit, including, but not limited to, by making its facilities available for inspection and relevant personnel available for interviews.

Miscellaneous

Notices

All notices under this Addendum shall be in writing and shall be deemed effective upon delivery in person or five days after deposit thereof in the United States mail, postage prepaid, for delivery as registered or certified mail, addressed to the respective Party at the address set forth below or to such other address as may be designated by like notice. Unless otherwise notified as set forth above, notification shall be sent to each Party at:

To PREP-KC:

President & CEO
PREP-KC
2300 Main Street, Suite 340
Kansas City, MO 64108

To District:

Superintendent
Hogan Prep School District
8701 Holmes Road
Kansas City, MO 64131

Entire Agreement

Together, the MOU and this Addendum set forth the entire Agreement and understanding of the Parties as to the services PREP-KC will provide Hogan Prep for the term. The MOU and Addendum supersede and cancel all prior written and oral agreements and understandings with respect to the subject matter thereof.

Amendment

This Addendum may be amended or modified only by a written agreement signed by the Parties.

Relationship of the Parties

Nothing in this Addendum shall be construed to create a joint venture or partnership between the Parties or an employer/employee relationship. Neither Party shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, Agreement, or undertaking with any third party.

Successors

This Addendum shall be binding upon and shall ensure to the benefit of the Parties and their respective successors. Neither this Addendum, nor any of the rights or obligations of either Party under this Addendum, may be assigned, delegated, or otherwise transferred without the other Party's written consent.

Governing Law and Jurisdiction

The MOU and this Addendum shall be subject to and governed by the laws of the State of Missouri, without regard to conflicts of law rules. The Parties agree that any lawsuit arising from or relating to the MOU and/or this Addendum shall be filed solely in a state or federal court located in Kansas City, Missouri. The Parties agree that, prior to filing any lawsuit, they will make reasonable efforts to resolving their differences by Agreement.

Third-Party Beneficiaries Excluded

Neither the MOU nor this Addendum is intended to confer rights or remedies upon any person (whether human, corporate, or governmental) other than the Parties. No person (whether human, corporate, or governmental) other than the Parties is entitled to bring any action to enforce any provision of the MOU or this Addendum against any Party.

Headings

The descriptive headings used in this Addendum are inserted solely for convenience of reference and are not intended to be part of or to affect the meaning or interpretation of this Addendum.

Severability

All of the provisions of this Addendum are severable. In the event that any provision of this Addendum is found by a court of competent jurisdiction to be unenforceable or illegal, the remaining provisions of this Addendum, and the MOU, shall be valid unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the Parties.

Effective Date

The "Effective Date" of this Addendum shall be the date on which the last of the Parties executes the MOU and this Addendum.

Signature Authority

Each signatory below warrants and covenants that she has the capacity and authority to execute the Addendum on behalf of the Party for whom she signs.

Counterparts

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one Addendum. Facsimile or other

electronic images of signatures shall be deemed to constitute original signatures, but original signatures shall be promptly exchanged.

Agreed to by the parties:

PREP-KC

By: _____
Doug Elmer

Vice President

Date: _____

DISTRICT

By: _____
Dr. Jayson Strickland

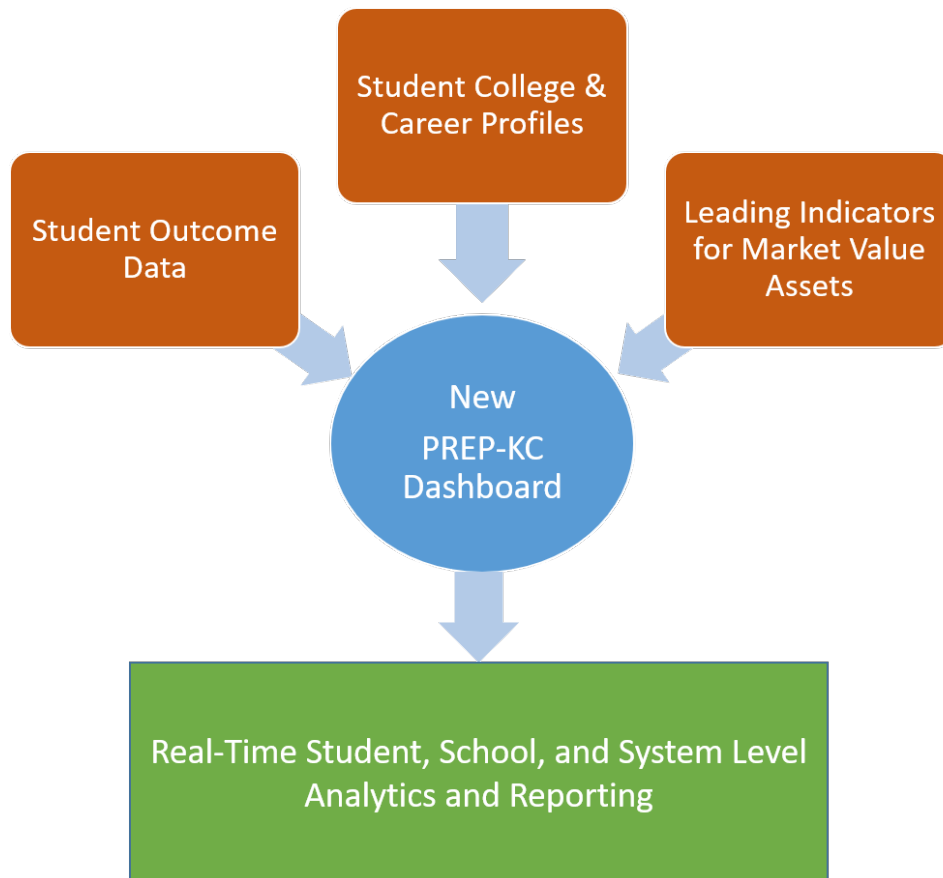
Superintendent

Date: _____

Appendix B Dashboard Description

Since we first launched our partnership with Kansas City's urban school districts in 2006, PREP-KC has operated on the principle that our work must be measurable and demonstrate quantifiable impacts on the postsecondary outcomes of the students we serve. Based on this principle, PREP-KC has developed data tools over the past eleven years that make the key data needed for strategic and operational decision-making easily accessible, understandable, and actionable. While the current iteration of PREP-KC's dashboard 2013 has served our partners and us well, our collective analytical and data management needs have evolved and have led PREP-KC to design the next version of data management and analytics tools. PREP-KC's redesigned dashboard will provide PREP-KC's school and district partners with the latest generation of a dashboard that is focused on ensuring every student is prepared for success in college and careers.

Through our ongoing dialogue and shared work with school district partners, we understand that teachers, instructional coaches, and building leaders need operational data that ensures that the right students receive the right college and career supports at the right time. We also know school and district leaders need powerful analytic tools to assist them with identifying opportunities for school- and system-wide growth. PREP-KC's dashboard provides both features by integrating student outcome data, program participation data, and students' College & Career Profiles to provide real-time analytics and reporting at the student, school, and district levels.



PREP-KC's updated dashboard factors in additional feedback from school district partners and experts in the educational analytics field by making the following additional improvements to PREP-KC's data management and analysis work:

- **Automated data transfers** with districts' Student Information Systems that minimize time-consuming manual data requests to district evaluation staff. This will replace our current system of numerous data requests to district staff throughout the year with an automated data transfer that will require minimal maintenance after the initial setup.
- **Continuously updated College & Career Readiness data** that empowers schools to provide students with ongoing guidance and support to students as they complete College & Career Benchmarks. Imagine teachers having immediate access to all their students eligible for a specific job shadowing opportunity based on their interests, qualifications, and progress towards completion of the College & Career Benchmarks—all with just a few keystrokes!
- **Real-time analytics** that gives school and districts the opportunity to adjust implementation plans and shift resources to areas of highest need throughout the school year. For example, schools will be able to check the number of middle school students participating in IGNITE and Career Jumping events in real time and adjust the number or size of events based on this data.
- **Customizable reporting** to help districts communicate on College and Career Readiness activities with a variety of stakeholders. Users will be able to generate reports that look at student progress by any combination of school, grade level, and career pathway theme. Want to know how many boys are engaging in mentoring with healthcare professionals? Need to find out how many of your social studies teachers have attended a worksite-based professional development? The updated dashboard can answer these questions in a matter of minutes.

PREP-KC launched the revamped dashboard in August of 2019 and will offer free access to this powerful suite of tools to all partner school districts. PREP-KC is designing all elements of the dashboard—including data collection, storage, management, and reporting, to be compliant with the Federal Education Rights and Privacy Act (FERPA) guidelines and will be updating our Data Security Protocols to ensure that students' data remains secure. In the coming weeks, PREP-KC will provide updated data-sharing agreements that ensure this compliance. After updated data sharing agreements are signed, PREP-KC will work with district data, evaluation, and information technology staff to take the steps needed to maintain the redesigned platform for the 2021-2022 school year. PREP-KC will also provide training and ongoing technical assistance to district staff, principals, and teachers planning on using the system next year.

PREP-KC hopes this powerful, dynamic dashboard provides each of our district and school partners with a tool that they can customize to effectively accelerate and strengthen College & Career Readiness programming for every student.

Appendix C Data Collected by PREP-KC

Data Class	Description & Purpose	Timeline for Collection
Student Demographics and Characteristics <ul style="list-style-type: none"> • Number of Students • Grade Level • Cohort Year • Race/Ethnicity Breakdown for District per US Department of Education Race/Ethnicity Categories • Gender • Free/Reduced Lunch Rate • IEP Status (Flag Y/N) • English Proficiency 	PREP-KC uses this data to better understand the students we support and serve and analyze who accesses and participates in PREP-KC services.	September 15 - November 1
Student Attendance Data (High School Only)	PREP-KC uses this data to determine if students are eligible for certain opportunities that have attendance requirements and to gauge improvement in students' attendance over time.	Periodic, but at least quarterly.
Academic Proficiency <ul style="list-style-type: none"> • Course Grades • Cumulative GPA • Current Semester GPA • Cumulative Credits Earned • Current Semester Credits Earned • Dual Enrollment/Completion Data • CTE Participation Data • AP Course/Exam Participation Data 	PREP-KC uses this data to analyze students' academic readiness for postsecondary opportunities and to connect students with scholarship, internship, and other opportunities with GPA requirements.	Ongoing, but at least quarterly.

Data Class	Description & Purpose	Timeline for Collection
Progress towards graduation <ul style="list-style-type: none"> • On-Time/On-Track Rates for 9th graders • Graduation Rates (Adjusted Cohort Graduation Rate) 	PREP-KC uses this data to gauge the progress of students towards earning their high school diplomas in a timely manner.	July-August (after completion of the school year and final calculation of graduation/on-track rates).
Assessment of Data <ul style="list-style-type: none"> • State Assessment Data (MAP/EOC) • College Placement Tests (ACT/ACT/Accuplacer) • Diagnostic Tests (i.e., STAR, NWEA, Terra Nova) • Benchmarking data 	PREP-KC uses this data to gauge student progress in the mastery of academic skill and knowledge.	Multiple times a year based on Hogan Prep's assessment calendar.
Program Participation Data <ul style="list-style-type: none"> • Academy/Pathway selection • PREP-KC Program Selection <ul style="list-style-type: none"> ○ BFI ○ HealthStart ○ Pathways to Technology ○ TechStart ○ Bioscience • Individual activity/experience participation <ul style="list-style-type: none"> ○ PREP-KC Events ○ Field Trips ○ Worksite Visits ○ Internships ○ Job Shadows ○ Virtual/Connector Sessions ○ Guest Speaker/Teacher Events • Teacher participation in professional development events 	PREP-KC uses this data to determine program participation and allocate resources and space for various programs.	Periodic, but at least once per semester.

Data Class	Description & Purpose	Timeline for Collection
Postsecondary Enrollment Data <ul style="list-style-type: none"> • College Application Data • FAFSA Completion Data • Postsecondary Enrollment data pulled from Missouri's Department of Elementary and Secondary Education 	PREP-KC uses this data to determine the successful transition of each graduate to postsecondary education or employment.	College application data and FAFSA data updated periodically but at least quarterly. Postsecondary enrollment data collected in February-March of the following year. Example: Postsecondary enrollment data for the class of 2021 will be collected beginning February 2022.
Survey and Qualitative Data Collection	PREP-KC uses survey data to determine student interest, analyze feedback on programming, and forecast future programming needs.	Ongoing.

PREP-KC will work with district personnel to determine the appropriate format for data collection for the above items.

Cover Sheet

Designation of McKinney-Vento and Foster Care Coordinator

Section: III. Consent Agenda
Item: F. Designation of McKinney-Vento and Foster Care Coordinator
Purpose: Vote
Submitted by:
Related Material: BOD_Appointments_FY21-22.pdf



CONSENT AGENDA - APPOINTMENTS

Board policy requires the annual appointment of the following:

Homeless & Unaccompanied Youth Liaison

The Homeless & Unaccompanied Youth Liaison serves as the primary point of contact for the District's homeless & unaccompanied youth. S/he is responsible for the execution of all policies and procedures related to identification and support of the District's homeless and unaccompanied youth. This position also fulfills the same responsibilities for any identified migrant students. The following appointment is recommended for Homeless & Unaccompanied Youth Liaison:

Name: Jazmine Salach, Director of Student Services

Location: Hogan Preparatory Academy District Office, P O Box 140133, KC MO 64114

Phone: 816-444-3484

Foster Care Liaison

The Foster Care Liaison serves as the primary point of contact for the District students who are in foster care. S/he is responsible for the execution of all policies and procedures related to identification and support of the District's students who are in foster care. The following appointment is recommended for Foster Care Liaison:

Name: Jazmine Salach, Director of Student Services

Location: Hogan Preparatory Academy District Office, P O Box 140133, KC MO 64114

Phone: 816-444-3484

Cover Sheet

KLS Contract Update

Section: III. Consent Agenda
Item: G. KLS Contract Update
Purpose: Vote
Submitted by:
Related Material: KLS Phase II Contracts_9.27.21.pdf



Revised Contracts for KLS II Loan Agreement

With the approval of Phase II of our capital project, KLS II has modified the original loan agreement documents. Attached are the following documents for the Board's review and approval which include updated loan amounts and provisions to incorporate Phase II.

- Closing Checklist for the Title Company
- First Modification Agreement
- Amended and Restated Promissory Note
- First Amendment to Deed of Trust
- Officer's Certificate

CLOSING CHECKLIST
FIRST MODIFICATION OF THE EXISTING \$10,050,000.00
CONSTRUCTION LOAN FACILITY EXTENDED BY
KLS LEASING II, LLC, AS LENDER, TO
HOGAN PREPARATORY ACADEMY, INC., AS BORROWER

Original Closing Date: April 8, 2021
First Modification Anticipated Closing Date: September [], 2021
Closing Checklist Date: September 15, 2021

- “**B**” – Hogan Preparatory Academy, Inc., a Missouri nonprofit corporation
- “**BC**” – [], Borrowers counsel
- “**L**” – KLS Leasing II, LLC, a Delaware limited liability company, as a Lender
- “**LC**” – Polsinelli PC, Lender’s counsel
- “**PC**” – Post Closing Item
- “**TC**” – First American Title Insurance Company, as the title company

Document	Resp.	Status/Comments
LOAN TRANSACTION DOCUMENTS		
1. First Modification Agreement	LC	Draft
		X

2. Amended and Restated Promissory Note - \$16,250,000	LC	Draft	
3. First Amendment to Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing	LC	Draft	
4. Amendment to UCC Financing Statements – Change of Debtor Address	LC	Drafts	
5. Officer Certificate of Borrower	LC	Draft	
a. Articles of Incorporation	B		
b. Bylaws	B		
c. Authorizing Resolutions for Additional Loan	B		
d. Certificate of Good Standing – Missouri	B		
PRE-CLOSING MATTERS			
6. Updated UCC search results – Borrower and Guarantor	LC	Confirm if needed	
7. Updated Title Commitment /Pro Forma Loan Policy Endorsement	TC	Under Review	
8. Additional Title Exception Documents	B		
9. Survey of additional Property	B		
10. Updated Certificates of Insurance (if needed)	-	-	-
a. Borrower (General Liability - ACORD 25)	B		
b. Borrower (Property - ACORD 285)	B		
CLOSING INSTRUMENT/ACTIONS			
11. Closing Instruction Letter – Title Policy Endorsement	LC		
12. Settlement Statement	TC		
13. Recorded First Amendment to Deed of Trust	TC	PC	PC
14. Title Policy Endorsement	TC	PC	PC

FIRST MODIFICATION AGREEMENT

THIS FIRST MODIFICATION AGREEMENT (this “**Amendment**”) is made and entered into as of September [____], 2021 (the “**Effective Date**”) by and among **HOGAN PREPARATORY ACADEMY, INC.**, a Missouri nonprofit corporation (“**Borrower**”), and **KLS LEASING II, LLC**, a Delaware limited liability company, and its successors and assigns (“**Lender**”).

WITNESSETH:

WHEREAS, the Lender has previously extended a certain credit facility to Borrower in the original aggregate principal amount of Ten Million Fifty Thousand and 00/100 Dollars (\$10,050,000.00) (as amended from time to time, the “**Original Loan**”) pursuant to the terms and conditions of that certain KLS II Hybride Loan Agreement with Hogan Preparatory Academy by and between Borrower and the Lender dated April 8, 2021 (as amended from time to time, the “**Loan Agreement**”); and

WHEREAS, the Loan (as such term is hereafter defined so as to include the Additional Loan) is evidenced by the Note as referred to in the Loan Agreement; and

WHEREAS, the Loan (as such term is hereafter defined so as to include the Additional Loan) is secured by the Collateral; and

WHEREAS, Borrower has submitted a revised project budget to Lender, for Lender’s review and consideration, in connection with the proposed development and construction of certain additional improvements Borrower desires to undertake at and in connection with the Project; and

WHEREAS, Borrower has requested that the Lender agree to modify certain of the terms and conditions of the Loan Documents, including a request that the Lender agree to provide certain additional funds to Borrower in the aggregate amount of Six Million Two Hundred Thousand and 00/100 Dollars (\$6,200,000.00) (the “**Additional Loan**”; and together with the Original Loan, the “**Loan**”) as evidenced by the Restated Note (as such term is hereinafter defined); and

WHEREAS, the Lender has agreed to so modify certain of the terms and conditions of the Loan Documents pursuant to and in accordance with the terms of this Amendment;

NOW, THEREFORE, in consideration of the terms and conditions as are more fully set forth in this Amendment and certain other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, but subject to all the conditions and provisions contained in this Amendment and the other Loan Documents, except as herein modified, Borrower hereby agrees to and with the Lender as follows:

1. **Defined Terms.** Capitalized terms used and not defined herein shall have the meaning given to them in the Loan Agreement, unless otherwise defined in this Amendment. The term “Loan Documents” shall be deemed to include and be a reference to this Amendment.

2. **Restated Note.** Lender is willing to advance certain additional funds to Borrower, and to extend the Additional Loan which, together with the Original Loan, shall be evidenced by a certain Amended and Restated Promissory Note of even date with this Amendment, executed by Borrower in favor of Lender in the amended and restated principal amount of Sixteen Million Two Hundred Fifty Thousand and 00/100 Dollars (\$16,250,000.00) (the “**Restated Note**”) (the Restated Note, together with

the Notes in effect as of the date of this Amendment, are collective referred as the “**Note**”). Concurrently with the execution of this Amendment and as a condition precedent to the effectiveness hereof, Borrower shall execute the Restated Note, such to be in form and substance satisfactory to the Lender.

From and after the date of this Amendment, any references to the “**Note**” in the Loan Documents shall be deemed to include and be a reference to the Restated Note, and any references to the “**obligations**” shall be deemed to include (but not be limited to) and be a reference to the obligations of Borrower under and with respect to the Restated Note. From and after the date of this Amendment, the term “**Loan**” or “**Loans**” shall mean, collectively, all loans made under and with respect to the Note. All proceeds of the Additional Loan shall be advanced in accordance with and subject to the terms and conditions of the Loan Agreement and other Loan Documents.

3. **Adjustment in Loan Amount.** From and after the Effective Date, and notwithstanding anything contained in the Loan Agreement or any of the other Loan Documents to the contrary, Borrower acknowledges and agrees that the aggregate amount of the Loan shall be increased from Ten Million Fifty Thousand and 00/100 Dollars (\$10,050,000.00) to Sixteen Million Two Hundred Fifty Thousand and 00/100 Dollars (\$16,250,000.00) (the “**Adjusted Loan Amount**”). From and after the Effective Date, the aggregate amount of the Loan and the “**Loan Amount**” shall be equal to the Adjusted Loan Amount. Borrower shall not request, nor shall the Lender be obligated to make or extend, any advances under and with respect to the Loan which would result in the outstanding principal balance of the Note to exceed the Adjusted Loan Amount. All proceeds of the Loans, including but not limited to the Additional Loan, shall be disbursed in accordance with and pursuant to the terms of the Loan Agreement.

4. **First Amendment to Deed of Trust.** Concurrently with the execution of this Amendment and as a condition precedent to the obligations of the Lender hereunder, Borrower agrees to execute and deliver to the Lender a certain First Amendment to Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing (the “**Amendment to Deed of Trust**”).

5. **Additional Amendments to Loan Documents.** The Loan Agreement and the other Loan Documents are hereby amended as follows:

(a) The language found in Section 1.2(b) of the Loan Agreement is hereby amended to read as follows:

“(b) *Annual Payment.* As stated in the Note, commencing on November 15, 2022 and for each Annual Payment Installment thereafter to and including July 15, 2023, Borrower agrees to pay Lender an annual amount equal to 7% of the Per Pupil Allocation aid received by Borrower from the Missouri State Board of Education (“**MSBE**”) multiplied by the Borrower’s student Weighted Average Daily Attendance (WADA) of the students enrolled at Borrower’s elementary, middle and high schools for the applicable year (the “**Annual Payment**”). As stated in the Note, commencing on November 15, 2023, and for each Annual Payment Installment date thereafter, the Annual payment shall be an amount equal to 14% of the Per Pupil Allocation aid received by Borrower from MSBE multiplied by Borrower’s WADA of the students enrolled at Borrower’s elementary, middle and high schools for each applicable year. The Annual Payment shall be fixed for each year based on the applicable year’s October 1st enrollment reported to MSBE and shall not be adjusted based on actual enrollment or other enrollments reported to MSBE during the applicable year.”

(b) The language found in Section 1.2(d) of the Loan Agreement is hereby amended to read as follows:

“(d) *Maturity Date.* Unless earlier repaid pursuant to the provisions of this Agreement, the entirety of the Principal Debt as well as any interest and fees accrued shall be due and payable in full on June 30, 2027, or such earlier date on which such amounts become due and payable, whether by acceleration or otherwise (the “**Maturity Date**”).”

(c) The following language is hereby added to the Loan Agreement as a new Section 5.13 thereof:

“**Section 5.13 Completion Dates.** The Borrower shall complete the various phases of the Project described below on or before the applicable completion date set forth below with respect thereto (each, a “**Completion Date**”):

As to Phase I	on or before July 31, 2022
As to Phase IIa	on or before December 15, 2022
As to Phase IIb	on or before July 1, 2023

For purposes of this Section 5.3, the following terms shall have the following meanings:

“**Phase I**” shall mean that portion of the Project consisting of the high school addition to be located on the Property.

“**Phase IIa**” shall mean that portion of the Project consisting of the middle school addition to be located on the high school campus existing on the Property.

“**Phase IIb**” shall mean that portion of the Project consisting of the improvements to be made to the existing middle school campus located on the Property.”

(d) The following language is hereby added to the Loan Agreement as a new Section 5.14 thereof:

“**Section 5.14 Required Equity Deposits.** Borrower shall be required to deposit with Lender the aggregate amount of Two Million Two Hundred Fifty Thousand and 00/100 Dollars (\$2,250,000.00) (the “**Required Equity Funds**”) in the amounts and at the times set forth below (each, a “**Required Equity Deposit**”):

Date of Required Equity Deposit	Amount of Required Equity Deposit
On or before July 15, 2021	\$281,250.00

On or before October 15, 2021	\$281,250.00
On or before January 15, 2022	\$281,250.00
On or before April 15, 2022	\$281,250.00
On or before July 15, 2022	\$281,250.00
On or before October 15, 2022	\$281,250.00
On or before January 15, 2023	\$281,250.00
On or before April 15, 2023	\$281,250.00

Lender shall apply and utilize each Required Equity Deposit to pay for costs incurred in connection with the construction of the improvements relating to the Project pursuant to Draw Requests submitted by Borrower to Lender, as and when such Required Equity Deposit is received. Each Required Equity Deposit shall be fully expended for such purpose as and when received, prior to the making of any additional Advance of Loan proceeds for such purpose. At any time following the occurrence of an Event of Default, Lender shall have the right, at its sole option, to apply the Required Equity Deposits to cure such Event of Default or to apply said Required Equity Deposits toward the payment of amounts due and owing under and with respect to the Loan or any part thereof (whether due or not due), and such Required Equity Deposits may be applied against the Loan or any part thereof in any order the Lender shall elect. No further authorization of Borrower shall be required in order to Lender to utilize and apply the Required Equity Funds in accordance with the terms of this Section 5.14.”

(e) The address of Borrower as set forth in Section 9.3 of the Loan Agreement is hereby amended as follows:

“If to Borrower, at:

Jamie Berry
 Chief Financial Officer
 Hogan Preparatory Academy, Inc.
 6409 Agnes
 Kansas City, Missouri 64132
 Email: jberry@hoganprep.net”

(f) Exhibit A.1 to the Loan Agreement is hereby deleted, and the revised Exhibit A.1 which is attached to this Amendment and incorporated herein by this reference, is inserted in lieu thereof.

(g) The Approved Budget attached as Exhibit B to the Loan Agreement is hereby deleted, and the revised Approved Budget which is attached to this Amendment as Exhibit B and incorporated herein by this reference, is inserted in lieu thereof.

(h) The Schedule of Goals and Reporting attached as Exhibit E to the Loan Agreement is hereby deleted, and the revised Schedule of Goals and Reporting which is attached to this Amendment as Exhibit E and incorporated herein by this reference, is inserted in lieu thereof.

6. **Corresponding Amendment to Loan Documents.** The other Loan Documents are hereby modified to incorporate the modifications herein contained. The terms of this Amendment shall control to the extent such terms are inconsistent with the terms of the Loan Documents.

7. **Title Policy Endorsement.** Borrower shall obtain a title endorsement to the Title Policy in favor of Lender confirming ownership of the real estate described in the Mortgage by Borrower; (ii) updating the effective date of the Title Policy to the date of the recording of the Amendment to Deed of Trust; (iii) adding the Amendment to Deed of Trust executed by Borrower to Schedule A of the Title Policy; and (iv) adjusting (if and to the extent necessary) the aggregate amount of title coverage afforded by such Title Policy to the aggregate amount of the Loan, as amended by this Amendment. Such title endorsement shall be in form and substance satisfactory to Lender and shall contain no exceptions to title having priority over the lien of the Deed of Trust, as amended hereby and by the Amendment to Deed of Trust.

8. **Conditions to Execution of this Amendment.** The obligations of the Lenders hereunder shall be subject to satisfaction of the following conditions precedent:

(a) Borrower's execution and delivery to Lender of this Amendment, the Restated Note, the Amendment to Deed of Trust and such other documents as may be required by Lender in connection herewith.

(b) Borrower's execution and delivery of any and all other documents as Lender may reasonably require to maintain Lender's security interest in the Collateral securing the Loan, all in form and substance satisfactory to Lender; and

(c) Borrower's execution and delivery to Lender such other documents, certificates and agreements as Lender reasonably may require in order to consummate or effectuate the terms hereof, including a good standing certificate of Borrower.

9. **Representations and Warranties.** Borrower hereby represents, covenants and warrants to Lender as follows:

(a) All representations and warranties set forth in the Loan Agreement are true and correct as of the date of this Amendment.

(b) The execution, delivery and performance of this Amendment by Borrower are within such person's organizational powers, have been duly authorized by all necessary corporate or other organizational action, and do not contravene: (i) such person's articles of organization, bylaws or other organizational documents; or (ii) any law or contractual restriction binding on or affecting such person or its properties and do not result in or require the creation of any lien, security interest or other charge or encumbrance upon or with respect to any of the Collateral other than any existing lien in favor of the Lender.

(c) There have been no amendments or modifications to any of the organizational documents of Borrower since the execution and delivery of the Loan Agreement, and the copies

of all such organizational documents that have been previously provided by Borrower to Lender remain true and complete in all material respects.

(d) There is currently no Event of Default under the Loan Documents which are unknown to Lender, and Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Loan Documents;

(e) This Amendment is the legal, valid and binding obligation of Borrower, enforceable against it accordance with its terms, subject to: (i) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws of general application affecting the rights of creditors; and (ii) applicable laws and regulations and principles of equity which may restrict the enforcement of certain remedies or the availability of certain equitable remedies;

(f) Borrower's execution, delivery and performance of this Amendment will not: (i) violate any law, rule, regulation or court order to which Borrower is subject; (ii) conflict with or result in a breach of Borrower's organizational documents or any agreement or instrument to which Borrower is party or by which Borrower or its properties is bound; or (iii) result in the creation or imposition of any lien, security interest or encumbrance on any property of Borrower, whether now owned or hereafter acquired, other than liens in favor of Lender;

(g) There has been no material adverse change in the financial condition of any Borrower or any other party whose financial statement has been delivered to Lender in connection with the Loan Agreement from the date of the most recent financial statement received by Lender; and

(h) No consent, approval, authorization or order of, or filing, registration or qualification with, any court or governmental authority or third party is required in connection with the execution, delivery or performance by such person of this Amendment.

10. **Reaffirmation of Loan Documents.** Borrower hereby reaffirms its obligations under the Loan Documents and agrees that the Loan Documents remain in full force and effect, subject to the terms of this Amendment. Without limitation of the foregoing, Borrower hereby acknowledges that its obligations under the Loan Documents shall remain in full force and effect, and that the Loan Documents shall apply to, and shall guaranty and secure (as applicable), in addition to all other obligations and indebtedness guaranteed and/or secured thereby, the Loan as amended pursuant to this Amendment.

11. **[Reserved].**

12. **Miscellaneous.**

(a) Borrower hereby confirms and ratifies the Loan Documents, and any agreement securing or related thereto, as may be modified hereby. If for any reason this Amendment is invalid, the Loan Documents shall be enforceable according to their original terms as heretofore amended.

(b) Borrower shall reimburse Lender for all expenses, including reasonable attorneys' fees incurred by Lender in connection with this transaction.

(c) Borrower represents to Lender and agrees that covenants and agreements contained in Loan Agreement and other obligations secured thereby, except as herein modified,

shall be and remain in full force and effect, subject to all the conditions and provisions contained in the Loan Documents and this Amendment.

(d) Borrower represents to Lender that it has no defenses, set-offs, claims, actions, causes of action, counterclaims, damages, demands or any other claims of any kind or nature whatsoever, whether asserted or unasserted, against Lender as of the date hereof with respect to any action previously taken or not taken by Lender.

Without limiting the generality of the foregoing, Borrower, on behalf of itself and its successors and assigns, and each of them, does hereby forever relieve, release, acquit and discharge Lender and their respective predecessors, successors and assigns, and their respective past and present attorneys, accountants, insurers, representatives, affiliates, partners, subsidiaries, officers, employees, directors, and shareholders, and each of them (collectively, the “**Released Parties**”), from any and all claims, debts, liabilities, demands, obligations, promises, acts, agreements, costs and expenses (including, but not limited to, attorneys’ fees), damages, injuries, actions and causes of action, of whatever kind or nature, whether legal or equitable, known or unknown, suspected or unsuspected, contingent or fixed, which Borrower now owns or holds or has at any time heretofore owned or held or may at any time hereafter own or hold against the Released Parties, or any of them, by reason of any acts, facts, transactions or any circumstances whatsoever occurring or existing through the date of this Amendment, including, but not limited to, those based upon, arising out of, appertaining to, or in connection with the recitals above, any of the Loan Documents, the facts pertaining to this Amendment, any collateral heretofore granted to Lender or granted in connection herewith, or to any other obligations of Borrower to Lender or the lending arrangements between the Lender and Borrower.

(e) This Amendment shall not be deemed to constitute an alteration, waiver, annulment, or variation of any of the terms and conditions of the Loan Documents except as expressly set forth herein. Any term or condition of the Loan Documents that is inconsistent with this Amendment is deemed modified to be consistent herewith. If, for any reason, this Amendment is invalid, the Loan Documents shall be enforceable in accordance with their original form as heretofore amended. By entering into this Amendment, except as otherwise expressly set forth herein, Administrative Agent is not waiving any Default or Event of Default that may exist at this time under the Loan Documents, and Lender reserves all rights and remedies available to it.

(f) No amendment, modification, supplement, termination, consent or waiver of any provision of this Amendment, nor consent to any departure therefrom, will in any event be effective unless the same is in writing and is signed by the party against whom enforcement of the same is sought. Any waiver of any provision of this Amendment and any consent to any departure from the terms of any provision of this Amendment is to be effective only in the specific instance and for the specific purpose for which given.

(g) Captions contained in this Amendment have been inserted herein only as a matter of convenience and in no way define, limit, extend or describe the scope of this Amendment or the intent of any provisions hereof.

(h) This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. For purposes of executing this Amendment, a document (or signature page thereto) signed and transmitted by facsimile machine or telecopier or submitted in portable document format (PDF) is to be treated as an original document. The signature of any party thereon, for purposes hereof, is

to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile, telecopy or PDF document is to be re-executed in original form by the parties who executed the facsimile, telecopy or PDF document. No party may raise the use of a facsimile machine or telecopier or the fact that any signature was transmitted through the use of a facsimile or telecopier machine or via email as a defense to the enforcement of this Amendment or any amendment or other document executed in compliance with this paragraph.

(i) This Amendment constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, letters of intent, understandings, negotiations and discussions of the parties, whether oral or written.

(j) The parties will execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purpose of this Amendment.

(k) This Amendment and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Missouri applicable to contracts made and to be performed wholly within Missouri, without regard to choice or conflict of laws rules.

(l) Any provision of this Amendment which is prohibited, unenforceable or not authorized in any jurisdiction is, as to such jurisdiction, ineffective to the extent of any such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof, or affecting the validity, enforceability or legality of such provision in any other jurisdiction, unless the ineffectiveness of such provision would result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable.

(m) All provisions of this Amendment are binding upon, inure to the benefit of, and are enforceable by or against, the parties and their respective executors, administrators or other legal representatives and permitted successors and assigns.

ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED, THAT IS IN ANY WAY RELATED TO THE LOAN AGREEMENT. TO PROTECT YOU (OBLIGOR(S)) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

13. **Electronic Images.** Lender shall have the right, in Lender's sole discretion, to create electronic images of this Amendment and/or any of the other Loan Documents and to destroy paper originals of any imaged documents, and any such images maintained by Administrative Agent in the ordinary course of business shall be given the same legal effect as the paper originals. Further, Lender shall be entitled to convert this Amendment and/or any Loan Document or other instrument into a "transferable record" (as such term is defined in the Uniform Electronic Transactions Act, as in effect in the State of Missouri (as amended from time to time), "UETA"), and the image of this Amendment or any other such Loan Document or instrument in Lender's possession shall constitute an "authoritative copy" as defined by UETA."

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed as of the day and year first above written.

BORROWER:

HOGAN PREPARATORY ACADEMY, INC.,
a Missouri nonprofit corporation

By: _____

Mary Viveros, President

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed as of the day and year first above written.

LENDER:

KLS LEASING II, LLC,
a Delaware limited liability company

By: _____
Gary Stark, President

EXHIBIT A-1

The Project

EXHIBIT B

Approved Budget

EXHIBIT E

SCHEDULE OF GOALS AND REPORTING

Annual reports will be submitted to Lender with information on Borrower’s performance relative to the goals set forth below.

No.	Measure	Goals, Reporting and Covenants	By When?					
1.	Enrollment	Official student count by grade (to include categorical numbers) with comparison to previous enrollment reporting and the changes in each grade, if any.	Annually, Oct. 1					
		Additional enrollment covenants as follow: <ul style="list-style-type: none"> • If at any point in the school year, the student count has a reduction of more than 20%, Borrower must notify the Lender • Mobility not to exceed 20% of students during the course of each year and from one year to the next • The school will maintain a minimum of 92% Weighted Average Daily Attendance (WADA) • Enrollment in grades K-12 must exceed 1075 students • Student matriculation will be at least 75% for students transitioning from 5th to 6th grade and 8th to 9th grade. • School enrollment will maintain 95% of the following forecasted headcount: 						
		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">SY2022-2023</th> <th style="width: 25%;">SY2023-2024</th> <th style="width: 25%;">SY2024-2025</th> <th style="width: 25%;">SY2025-2026</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1,310</td> <td style="text-align: center;">1,325</td> <td style="text-align: center;">1,330</td> <td style="text-align: center;">1,336</td> </tr> </tbody> </table>		SY2022-2023	SY2023-2024	SY2024-2025	SY2025-2026	1,310
SY2022-2023	SY2023-2024	SY2024-2025	SY2025-2026					
1,310	1,325	1,330	1,336					
2.	Insurance Certificates	Insurance certificates, from Borrower’s insurance provider, exhibiting appropriate coverage, pursuant to Section 4.1(g) of the Agreement.	Annually, no later than 5 days after current certificates expire					
3.	Financials	Annual audited financial statements	Annually, 90 days after the close of the fiscal year					
		Covenant – Borrower will remain in good standing with the State Board of Education						

		Board approved budget for upcoming school year. Such budget will be certified by the Chief Financial Officer or other authorized officer of Borrower that such budget is in compliance with all covenants set forth in the Loan Documents and otherwise meets the requirements of the Loan Documents.	Annually, June 30th
		Borrower will provide analysis of a) actuals financial performance to budget and b) cash position. This analysis can be similar to reporting the Edops provides to the Borrower's board.	Bi-annually, December 30 th & June 30 th
	Financials - Liquidity	Borrower will maintain 45 days cash on hand (not including lines of credit)	
	Financials - Indebtedness	Covenant – Additional indebtedness requires that Borrower obtain Lender's approval and consent	
	Financials – Debt Service Coverage	Using the following financing amounts and bond financing assumptions on rates and terms, Borrower will maintain sufficient debt service coverage as shown below. SY 2022-2023, financing amount of \$9.2 million, Borrower will exhibit 1.0x debt service coverage SY 2023-2024, financing amount of \$9.2 million, Borrower will exhibit 1.05x debt service coverage SY 2024-2025, financing amount of \$15.2 million, Borrower will exhibit 1.10x debt coverage.	
4.	Exit Strategy	Upon reaching its projected full student enrollment number, Borrower will prepare memo outlining its strategy to acquire the KLS-financed facility including sources of financing and capital campaign, if any.	Six months after Borrower achieves full enrollment
5.	Parent Support	Parent satisfaction survey results indicate that a minimum of 80% of families are either "satisfied" or "highly satisfied" with the quality of the school starting in the 2nd year of operation, if applicable.	Annually, June 30th
6.	Staff Retention Rate	Borrower will report teacher retention rate from the previous school year. <ul style="list-style-type: none"> Retain 60% of high performing core content teachers by SY23-24 and 75% by SY25-26 High performing core teachers are those who average a three (Proficient) or better on the Hogan Five observations-based on the Danielson Framework for Teaching. 	Annually, June 30th
7.	Nationally Normed Test	Borrower will close the gap between the school and the state subgroup MAP Performance Index, across all subjects, by the end of the charter term. <ul style="list-style-type: none"> In 2019, the state super subgroup scores were 303.0 in ELA, 264.8 in math, and 272.8 in science. These scores were determined using percentages of students in each of the four achievement categories (advanced, proficient, basic & below basic) times the designated multiplier 	Annually, June 30th

		High School	Current	2022	2023	2024	2025	2026	
		ELA	292.0	301.0	310.0	318.9	327.9	336.9	
		Math	253.7	267.8	281.9	296.0	310.1	324.2	
		Science	233.8	247.3	260.8	274.4	287.9	301.4	
8.	State Test & Performance Contract	At no time will the school be on the <u>focus or intervention</u> list. The school will remain in strong academic standing in relation to the performance contract with the sponsor.							Annually, June 30th
9.	Graduate Requirements (High Schools Only)	4-year graduation rate will meet or exceed the State average by the end of the charter term. Annual graduation rates will be: <ul style="list-style-type: none"> • SY21-22: 83.9% • SY22-23: 85.4% • SY23-24: 86.9% • SY24-25: 88.4% • SY25-26: 89.9% 							Annually, June 30th
10.	Facility Inspection & Maintenance	As described in Exhibit C							Annually, June 30th
11.	Academic Performance Audit	Borrower will (in consultation with SchoolSmart KC and Lender) engage an independent third party to review academic performance and suggested policy changes to improve same.							Beginning in SY 2022-2023
12.	Payment of Taxes	In the event any ad valorem, special assessment or any other taxes are levied or assessed against the Property, Borrower shall furnish Lender with receipts or tax statements marked "Paid" to evidence the payment of all taxes levied on the Property.							No later than 15 days after payment.
16.	Application for Tax Exemption	The Borrower shall apply as soon as practical (or certifies that it has applied) for ad valorem tax exemption based on its status as a school and/or nonprofit. Should Borrower receive such an exemption, the Borrower shall promptly notify Lender.							As soon as possible.

BLANK

AMENDED AND RESTATED PROMISSORY NOTE

Original Note Date: April 8, 2021

Restated Note Date: September [____], 2021:

\$16,250,000.00

HOGAN PREPARATORY ACADEMY, INC., a Missouri nonprofit corporation, whose principal address for notice is 6409 Agnes, Kansas City, Missouri 64132 (the “**Borrower**”), for value received, hereby promises to pay to the order of **KLS LEASING II, LLC**, a Delaware limited liability company (the “**Lender**”), or holder, at PO Box 2030, Bentonville, Arkansas, 72712, or at such other place or places in the United States of America as the holder hereof may designate in writing from time to time, up to the amended and restated principal sum of Sixteen Million Two Hundred Fifty Thousand and 00/100 Dollars (\$16,250,000.00), or so much thereof as may be advanced pursuant to that certain Loan Agreement dated April 8, 2021, by and between Borrower and Lender (as amended, modified, supplemented or restated from time to time, the “**Loan Agreement**”; unless herein otherwise specifically defined, or unless the context requires otherwise, all terms used herein shall have the same meanings assigned to them in the Loan Agreement). Except as otherwise set forth in Section 1.2(e) of the Loan Agreement and paragraph 3 below, Principal Debt from day-to-day outstanding that is not past due shall bear interest at a rate per annum equal to the following: zero percent (0%). The Loan is not a revolving Loan, and amounts repaid may not be re-borrowed. Said sums shall be due and payable as follows:

1) *Annual Payment Installments.* Beginning on November 15, 2022, the Annual Payment shall be paid in quarterly installments in arrears upon the later of the fifteenth (15th) day of November (for the months of July, August and September), January (for the months of October, November and December), April (for the months of January, February and March) and July (for the months of April, May and June) of each year (or five (5) calendar days after invoice therefor) to Borrower. For the Annual Payment Installments due on each of November 15, 2022, January 15, 2023, April 15, 2023 and July 15, 2023, the Annual Payment shall be equal to 7% of the Per Pupil Allocation aid received by Borrower from Missouri State Board of Education (“MSBE”) multiplied by the Borrower’s student Weighted Average Daily Attendance of the students enrolled at Borrower’s elementary, middle and high schools for the applicable year. For the Annual Payment Installment due on November 15, 2023, and for each Annual Payment Installment due and owing thereafter, the Annual Payment shall be equal to 14% of the Per Pupil Allocation aid received by Borrower from MSBE multiplied by the Borrower’s student WADA of the students enrolled at Borrower’s elementary, middle and high schools for the applicable year. The Annual Payment shall be fixed for each year based on the applicable year’s October 1 enrollment reported to MSBE and shall not be adjusted based on actual enrollment or other enrollments reported to MSBE during the applicable year. If the Closing Date shall commence or end, as applicable, upon a day other than the first or last day of a quarter, then Borrower shall pay a pro-rata portion of the quarterly installment pro-rated on a per diem basis with respect to the fractional quarter. There shall be a ten (10) calendar day grace period on Annual Payment Installments.

2) *Maturity Date.* Unless earlier repaid pursuant to the provisions of this Amended and Restated

Promissory Note (this “**Note**”) of the Loan Agreement, the entirety of the Principal Debt as well as any interest and fees accrued shall be due and payable in full on June 30, 2027, or such earlier date on which such amounts become due and payable, whether by acceleration or otherwise (the “**Maturity Date**”).

- 3) *Default Rate.* If any amount payable by Borrower under the Loan Agreement is not paid when due (without regard to any applicable grace periods), or upon the occurrence, and during the continuance, of any Event of Default, the aggregate amounts due to the Lender under this Note shall, except as otherwise agreed by the Lender in writing (which may determine, in its sole discretion, that interest shall only accrue with respect to any late payment), bear interest, which shall be due and payable on demand, as follows:

(1) *Pre-Acceleration Default Rate:* At all times on or prior to the Maturity Date or such earlier date on which the Lender declares the amounts outstanding under the Loan Documents to be due and payable pursuant to Article VII of the Loan Agreement or any other provision of the Loan Agreement, the aggregate amounts due to the Lender under the Note will bear (non-capitalized) interest at a rate per annum of the greater of: (A) the LIBOR Rate Floor or (B) The One Month LIBOR Rate (both as defined by Section 1.2(e) of the Loan Agreement).

(2) *“Post-Acceleration Default Rate”:* At all times after the Maturity Date, or such earlier date on which Lender declares the amounts outstanding under the Loan Agreement to be due and payable under Article VII or any other provision of this Agreement, the aggregate amounts due to Lender under the Loan Documents will bear (non-capitalized) interest at a rate per annum equal to the sum of: (A) the greater of (x) the One-Month LIBOR Rate or (y) the LIBOR Rate Floor, plus (B) 3.50%.

These charges shall be in addition to, and not in lieu of, any other amount that Lender may be entitled to receive or action that Lender may be authorized to take as a result of such late payment.

(3) *LIBOR Replacement.* Notwithstanding anything to the contrary herein or in any other Loan Document, upon the occurrence of a Benchmark Transition Event the Lender may give notice that it is replacing LIBOR with a Benchmark Replacement. Any such notice by Lender with respect to a Benchmark Transition Event will become effective five (5) business days after receipt by Borrower (or, if applicable, as otherwise agreed in writing by the parties) and will become effective without any further action or consent of the Borrower.

- 4) *Application of Payments.* All payments made under this Note shall be applied first to the payment of all fees, expenses and other amounts due to Lender under the Loan Documents (excluding principal and interest), then to accrued interest, and the balance on account of outstanding principal; provided, however, that after an Event of Default hereunder, payments will be applied to the obligations of Borrower to Lender as Lender determines in its sole discretion.

- 5) *Prepayment.* The Borrower may prepay all or any part of the Principal Debt at any time before the Maturity Date without premium or penalty, provided that any prepayment shall be in the minimum amount of twenty-five thousand dollars (\$25,000.00).
- 6) *Lender's Records.* The Borrower hereby irrevocably authorizes the Lender to make (or cause to be made) appropriate notations in its records, which notations, if made, shall evidence, inter alia, the date and aggregate unpaid principal balance of the Loan, evidenced thereby and the date and amount of each payment of principal thereon. Such notations shall be rebuttably presumptive evidence of the subject matter thereof absent material error; provided, however, that the failure to make any such notations shall not limit or otherwise affect any of the Loan or any payment thereon.

This Note is executed pursuant to the aforesaid Loan Agreement of even date herewith, and is entitled to all of the benefits thereof, including, without limitation, all collateral security provided for therein. In the event of a conflict between this Note and the Loan Agreement, the Loan Agreement shall control. All interest shall be computed on the basis of a year of three hundred sixty-five (365) days and paid for the actual number of days elapsed (including the first day but excluding the last day). The Lender shall determine each interest rate applicable to the amounts outstanding under this Note and its determination thereof shall be conclusive in the absence of manifest error.

This Note shall be governed by and construed in accordance with the laws of the State of Missouri applicable to contracts made entirely within such state.

This Note is an amendment and restatement, and not a novation or cancellation, of that certain Promissory Note dated April 8, 2021, executed by Borrower in favor of Lender, in the original principal amount of Ten Million Fifty Thousand and 00/100 Dollars (\$10,050,000.00) (the "**Prior Note**"). Accordingly, this Note shall not be construed as a novation or extinguishment of the obligations arising under the Prior Note, and its issuance shall not affect the priority of any lien granted in connection with the Prior Note. Interest accrued under the Prior Note prior to the date hereof remains accrued and unpaid under this Note and does not constitute any part of the principal amount of the indebtedness evidenced hereby. The loans created or existing under, pursuant to, as a result of, or arising out of, the Prior Note shall continue in existence under this Note as part of this Note, which obligations Borrower acknowledges, reaffirms, and confirms to Lender. The indebtedness evidenced by this Note will continue to be secured by all of the Collateral and other security granted to Lender under the Prior Note, as well as by any additional security granted to Lender in connection with the execution and delivery of this Note.

The following is added pursuant to Section 432.047 R.S.Mo.; as used below "borrower(s)" shall mean Borrower and "creditor" shall mean Lender:

ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED, THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO

PROTECT YOU (BORROWER(S)) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

HOGAN PREPARATORY ACADEMY, INC.,
a Missouri nonprofit Corporation

By: _____
Mary Viveros, President

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF DOCUMENT: First Amendment to Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing

DATE OF DOCUMENT: as of September [___], 2021

GRANTOR: **HOGAN PREPARATORY ACADEMY, INC.**

Grantor's Mailing Address: 6409 Agnes
Kansas City, Missouri 64132

GRANTEE(S): **KLS LEASING II, LLC**

Grantee's Mailing Address: P.O. Box 2030
Bentonville, Arkansas 72712-2030

LEGAL DESCRIPTION: See attached Exhibit A

REFERENCE BOOK & PAGE: Instrument Number 2021E0037915 (Deed of Trust)

When recorded please mail
this document to:

POLSINELLI PC
Attn: Mary Jane Judy, Esq.
900 West 48th Place, Suite 900
Kansas City, Missouri 64112

**FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (this “**Amendment**”) is made and entered into as of September [___], 2021, by and between **HOGAN PREPARATORY ACADEMY, INC.**, a Missouri nonprofit corporation (“**Grantor**”) to and for the benefit of **KLS LEASING II, LLC**, a Delaware limited liability company, its successors and assigns (the “**Lender**” or “**Grantee**”).

WITNESSETH:

WHEREAS, pursuant to that certain Construction Loan Agreement by and between Grantor and Lender dated April 8, 2021 (collectively, as amended from time to time, the “**Loan Agreement**”) (capitalized terms not otherwise defined herein shall have the same meaning given them in the Loan Agreement), Grantor is indebted to Lender in the original principal amount of Ten Million Fifty Thousand and No/100 Dollars (\$10,050,000.00) (as amended from time to time, the “**Loan**”); and

WHEREAS, the Loan is as evidenced by that certain Promissory Note dated April 8, 2021, executed by Grantor in favor of Lender in the original principal amount of Ten Million Fifty Thousand and No/100 Dollars (\$10,050,000.00) (the “**Note**”); and

WHEREAS, the Loan and the other obligations of Grantor to Lender existing pursuant to the Loan Documents are secured in part by that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing executed by Grantor dated as of April 8, 2021, and recorded as Instrument Number 2021E0037915 in the Office of the Recorder of Deeds of Jackson County, Missouri (as amended from time to time, the “**Security Instrument**”); and

WHEREAS, Grantor and Lender desire to amend certain of the terms and conditions of the Security Instrument in accordance with the provisions more fully set forth below; and

WHEREAS, said Security Instrument provides for future advances and future obligations to be secured thereby and governed by Section 443.055, RSMo.;

NOW, THEREFORE, in consideration of the conditions for advances of the Loan set forth in the Loan Agreement, and certain other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, but subject to all the conditions and provisions contained in the Loan Documents, except as herein modified, Grantor hereby agrees to and with Lender and its successors and assigns as follows:

1. The language found in the second full paragraph on page one of the Security Instrument, underneath the heading of “**BACKGROUND**”, is hereby amended to read as follows:

“Borrower and Lender are entering into a certain Loan Agreement of even date herewith (as amended, modified, supplement or restated from time to time, the “**Loan Agreement**”) pursuant to which Lender will make a program-related investment loan (as amended, modified, supplement or restated from time to time, the “**Loan**”) to Borrower in the aggregate amended and restated principal amount not to exceed Sixteen Million Two Hundred Fifty Thousand and No/100 dollars (\$16,250,000.00). The Loan is evidenced by that certain Amended and Restated Promissory Note executed by Borrower

and payable to the order of Lender dated [_____], 2021 (as amended, modified, supplement or restated from time to time, the "**Note**"). Borrower desires to secure payment and performance of Borrower's obligations in respect of the Loan by granting to Lender the security described in this Security Instrument."

2. References to the address of Grantor as set forth in the Security Instrument are hereby amended so as to refer to the following new address of Grantor: "6409 Agnes, Kansas City, Missouri 64132".

3. Grantor represents to Lender and agrees that the lien of the original Security Instrument and the covenants and agreements therein, and in the Note and other obligations secured thereby, except as herein modified, shall be and remain in full force and effect, subject to all the conditions and provisions contained in the Loan Documents.

4. This Amendment shall not be deemed to constitute an alteration, waiver, annulment, or variation of any of the terms and conditions of the Security Instrument or any of the other Loan Documents except as expressly set forth herein. Any term or condition of the Security Instrument that is inconsistent with this Agreement is deemed modified to be consistent herewith. If, for any reason, this Agreement is invalid, the Security Instrument shall be enforceable in accordance with its original form as heretofore amended.

Signature Page Follows

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed as of the day and year first above written.

HOGAN PREPARATORY ACADEMY, INC.,
a Missouri nonprofit corporation

By: _____
Mary Viveros, President

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

On this ____ day of _____, 2021, before me personally appeared Mary Viveros, to me personally known, who, being duly sworn, did say that she is the President of Hogan Preparatory Academy, Inc., a Missouri nonprofit corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Mary Viveros acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the county and state aforesaid, the day and year last above written.

Notary Public

My Term Expires: _____

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed as of the day and year first above written.

KLS LEASING II, LLC,
a Delaware limited liability company

By: _____
Gary Stark, President

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

On this ____ day of _____, 2021, before me, personally appeared Gary Stark, to me personally known, who, being duly sworn, did say that he is the President of KLS Leasing II, LLC, a Delaware limited liability company, and that said instrument was signed on behalf of said limited liability company by authority of its members; and said Gary Stark acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the county or city and state aforesaid, the day and year last above written.

Notary Public

My Term Expires: _____

EXHIBIT A

OFFICER'S CERTIFICATE

This Certificate is being furnished to **KLS LEASING II, LLC** (the “**Lender**”) pursuant to the First Modification Agreement dated as of the date hereof (as amended, the “**Agreement**”), between the Lender and **HOGAN PREPARATORY ACADEMY, INC.**, a Missouri nonprofit corporation (the “**Borrower**”). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Agreement.

The undersigned, Mary Viveros, certifies that she is the duly elected, qualified and acting Board President of the Borrower, a duly-organized and validly existing Missouri nonprofit corporation, and that as the Board President, he is familiar with the organizational records and seal, if any, of the Borrower.

The undersigned further certifies in her capacity as the Board President of the Borrower:

1. The representations made by the Borrower in the Agreement are true and correct in all material respects as of the date hereof.
2. No Event of Default or event that with notice or passage of time or both would become an Event of Default has occurred and is continuing.
3. Attached hereto as *Attachment A* is a true, correct and complete copy of the Articles of Incorporation of the Borrower, and all amendments thereto, as in full force and effect on the date hereof. Except as otherwise attached hereto no document with respect to an amendment to the Articles of Incorporation of the Borrower has been filed in the office of the Secretary of State of the State of Missouri since the date shown on the face of the state certification attached hereto and no action has been taken by the Borrower in contemplation of any such amendment or dissolution.
4. Attached hereto as *Attachment B* is a true, correct and complete copy of the By-Laws as in full force and effect on the date hereof. No action has been taken by the Company in contemplation of any amendment with respect to such By-Laws.
5. Attached hereto as *Attachment C* is a true, correct and complete copy of resolutions duly adopted by the Board of Directors of the Borrower on _____; such resolutions have not been amended, rescinded or revoked, and remain, on the date hereof, in full force and effect as of the date hereof; and the borrowing of the Loan from the Lender contemplated by the Agreement, the Note evidencing the Loan, and the transactions contemplated thereby come within the guidelines set forth in such resolutions.
6. Attached hereto as *Attachment D* is a certificate of good standing of the Borrower, dated as of _____, issued by the Secretary of State of Missouri to the effect that the Borrower is duly formed under the laws of the State of Missouri and is in good standing under the laws of such jurisdiction.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the _____ day of September, 2021.

By: _____
Mary Viveros, Board President

The undersigned, Robin Carlson, certifies that she is the duly elected, qualified and acting Secretary of the Borrower, and that as Secretary, she is familiar with the organizational records and seal, if any, of the Borrower.

The undersigned further certifies in her capacity as Secretary of the Borrower:

The following person: (i) is the duly elected, qualified and acting officer of the Borrower occupying the office set forth opposite his or her name, and the signature set forth opposite his or her name is his or her true signature and (ii) is duly authorized to execute, deliver and perform, in the name and on behalf of the Borrower, the Officer's Certificate, the Agreement, the Note, and the transactions contemplated thereby:

Name	Title	Signature
Robin Carlson	Secretary	_____

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the _____ day of September, 2021.

By: _____
Robin Carlson, Secretary

ATTACHMENTS TO OFFICER'S CERTIFICATE

Attachment A	Articles of Incorporation and Amendments Thereto
Attachment B	By-Laws
Attachment C	Resolutions
Attachment D	Good Standing Certificates

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Cover Sheet

Finance Committee Report

Section: V. Finance Committee
Item: A. Finance Committee Report
Purpose: Discuss
Submitted by:
Related Material: HP - Monthly Presentation - August 2021 .pdf



August 2021 Financials

PREPARED SEPTEMBER
2021 BY



- **Executive Summary**
- **Cash Forecast**
- **Key Performance Indicators**
- **Forecast Overview**
- **Key Forecast Changes This Month**
- **Financials**
- **Monthly Projections**
- **Balance Sheet**

Executive Summary

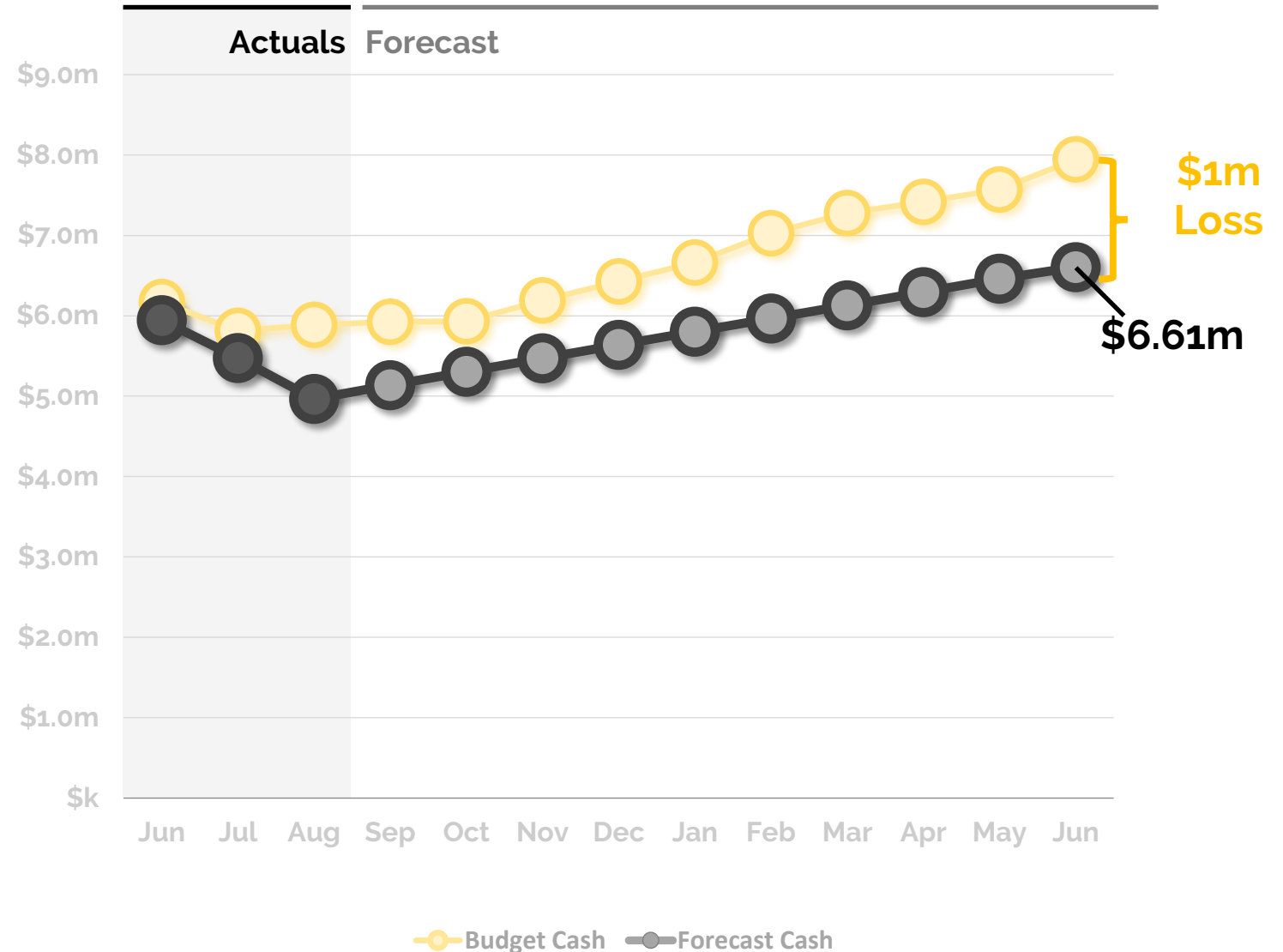
- The WADA decrease of 149's impact on Basic Formula was partially mitigated by an increase of \$74 to the per-WADA payment amount.
- The forecasted net change from State Aid Budget is \$1.14M
- KCPS MOU was not initially forecasted or budgeted. Hogan is expecting to receive \$686K.
- Despite the revenue decreases, salaries/benefits decreases, and transportation increases annual net OPERATING income has only changed by 7.5K (an increase).
- Building improvement installments expenses were not in the original budget and have a significant impact on net income.

Cash Forecast

157 Days of Cash at year's end

We forecast the school's year ending cash balance as **\$6.61m**, **\$1m** below budget.

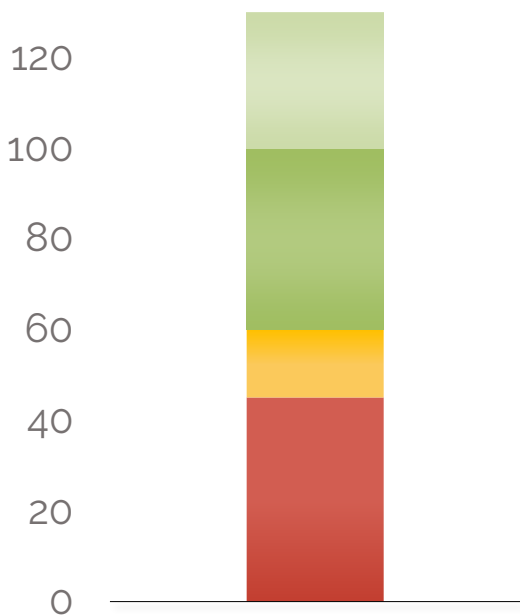
WADA decrease of 149 had a substantial impact on State revenue. Along with a significant change to building improvements and transportation. The KCPS MOU has a positive swing of \$686K to revenue.



Key Performance Indicators

Days of Cash

Cash balance at year-end divided by average daily expenses

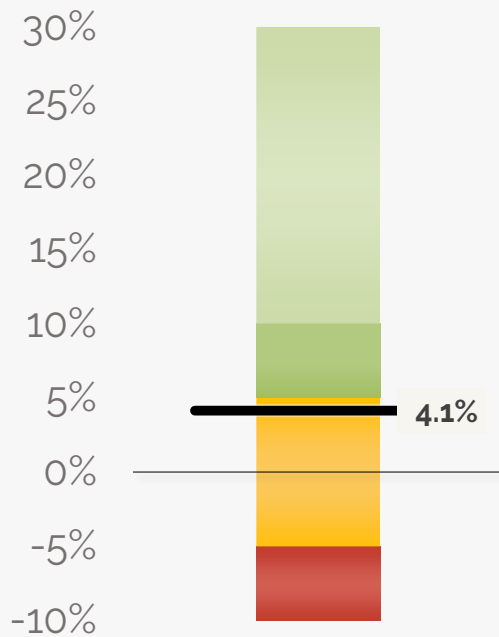


157 DAYS OF CASH AT YEAR'S END

The school will end the year with 157 days of cash. This is above the recommended 60 days

Gross Margin

Revenue less expenses, divided by revenue

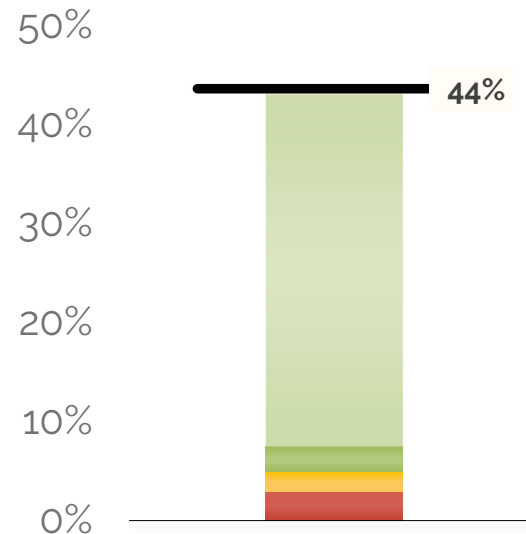


4.1% GROSS MARGIN

The forecasted net income is \$660k, which is \$1.1m below the budget. It yields a 4.1% gross margin.

Fund Balance %

Forecasted Ending Fund Balance / Total Expenses



43.62% AT YEAR'S END

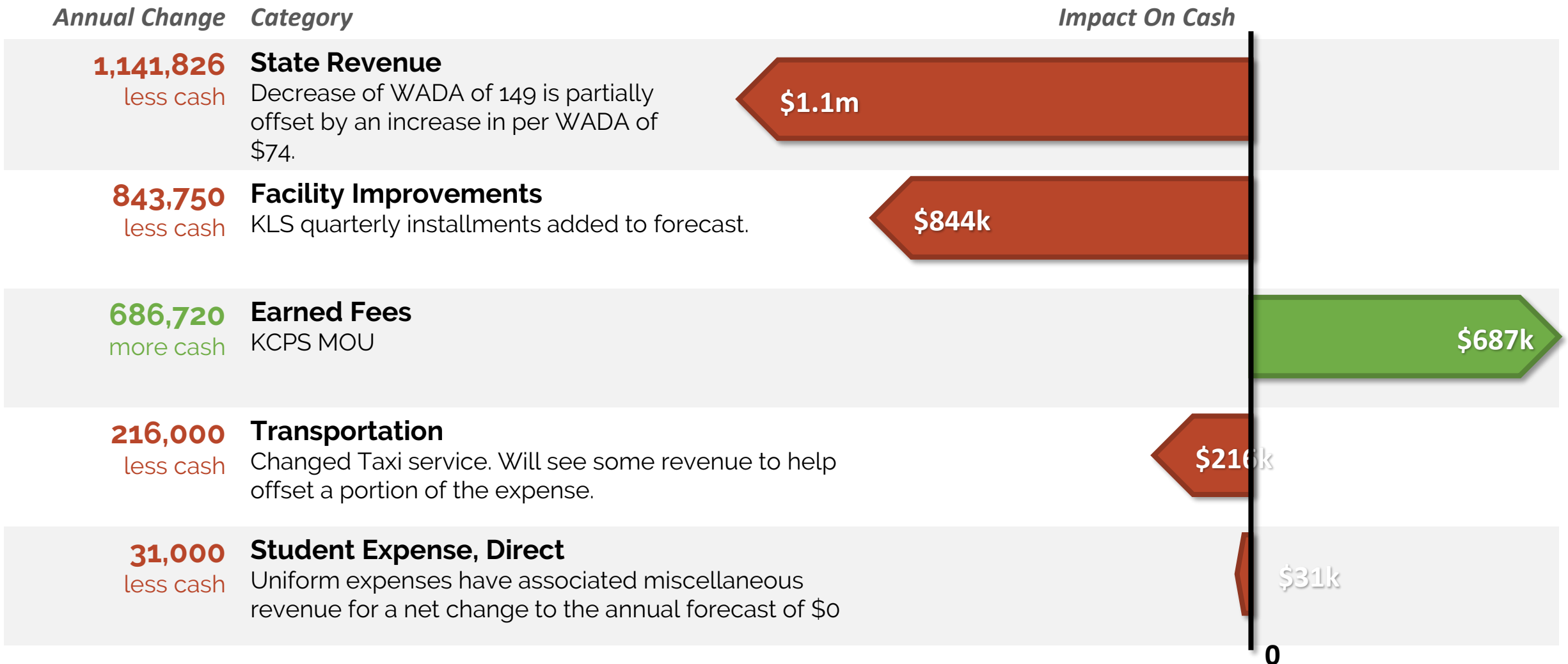
The school is projected to end the year with a fund balance of \$6,684,366. Last year's fund balance was \$6,024,239.

Forecast Overview

	Forecast	Budget	Variance	Variance Graphic	Comments
Revenue	\$16m	\$16.4m	-\$417k		State Revenue decrease on WADA. KCPS MOU added to forecast (\$686K).
Expenses	\$15.3m	\$14.6m	-\$701k		\$586K Wage and benefits decrease. Facility improvement increase.
Net Income	\$660k	\$1.8m	-\$1.1m		
Cash Flow Adjustments	-0	0	-0		
Change in Cash	\$660k	\$1.8m	-\$1.1m		

Key Forecast Changes This Month

The August forecast **decreased** the year-end cash expectation by \$1.5m. *Key changes:*



Monthly Financials

	Actual		Forecast										
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	TOTAL
Income Statement													
Revenue													
Local Revenue	137,437	43,709	108,341	108,341	108,341	108,341	108,341	108,341	108,341	108,341	108,341	108,341	1,264,556
State Revenue	569,812	578,995	779,064	779,064	779,064	779,064	779,064	779,064	779,064	779,064	779,064	779,064	8,939,446
Federal Revenue	60,724	27,949	393,260	393,260	393,260	393,260	393,260	393,260	393,260	393,260	393,260	393,260	4,021,270
Private Grants and Donations	0	152,250	87,775	87,775	87,775	87,775	87,775	87,775	87,775	87,775	87,775	87,775	1,030,000
Earned Fees	14,977	27,361	68,672	68,672	68,672	68,672	68,672	68,672	68,672	68,672	68,672	68,672	729,058
Total Revenue	782,950	830,263	1,437,112	1,437,112	1,437,112	1,437,112	1,437,112	1,437,112	1,437,112	1,437,112	1,437,112	1,437,112	15,984,330
Expenses													
Salaries	592,180	564,413	562,972	564,957	564,957	564,957	564,957	564,957	564,957	564,957	564,957	581,157	6,820,375
Benefits and Taxes	141,912	202,024	154,339	154,714	154,714	154,714	157,841	157,841	157,841	157,841	157,841	160,235	1,911,859
Staff-Related Costs	1,451	969	27,548	27,548	27,548	27,548	27,548	27,548	27,548	27,548	27,548	27,548	277,900
Rent	28,495	16,667	15,484	15,484	15,484	15,484	15,484	15,484	15,484	15,484	15,484	15,484	200,000
Occupancy Service	68,843	67,663	91,730	91,730	91,730	91,730	91,730	91,730	91,730	91,730	91,730	91,730	1,053,811
Student Expense, Direct	162,185	74,585	92,246	92,246	92,246	92,246	92,246	92,246	92,246	92,246	92,246	92,246	1,159,229
Student Expense, Food2	12,695	0	0	0	0	0	0	0	0	0	0	0	12,695
Office & Business Expense	251,774	108,287	54,931	54,931	54,931	54,931	54,931	54,931	54,931	54,931	54,931	54,931	909,375
Transportation	44,396	7,402	95,557	95,557	95,557	95,557	95,557	95,557	95,557	95,557	95,557	95,557	1,007,363
Total Ordinary Expenses	1,303,930	1,042,010	1,094,808	1,097,167	1,097,167	1,097,167	1,100,294	1,100,294	1,100,294	1,100,294	1,100,294	1,118,888	13,352,606
Operating Income	-520,981	-211,747	342,304	339,945	339,945	339,945	336,818	336,818	336,818	336,818	336,818	318,224	2,631,724
Extraordinary Expenses													
Interest	7,019	7,019	7,230	7,230	7,230	7,230	7,230	7,230	7,230	7,230	7,230	7,230	86,342
Facility Improvements	0	281,250	84,375	84,375	84,375	84,375	84,375	84,375	84,375	84,375	84,375	84,375	1,125,000
Total Extraordinary Expenses	7,019	288,269	91,605	91,605	91,605	91,605	91,605	91,605	91,605	91,605	91,605	91,605	1,211,342
Total Expenses	1,310,950	1,330,279	1,186,413	1,188,772	1,188,772	1,188,772	1,191,899	1,191,899	1,191,899	1,191,899	1,191,899	1,210,493	14,563,948
Net Income	-528,000	-500,016	250,699	248,339	248,339	248,339	245,212	245,212	245,212	245,212	245,212	226,619	1,420,381
Cash Flow Adjustments	56,573	-8,208	-4,837	-4,837	-4,837	-4,837	-4,837	-4,837	-4,837	-4,837	-4,837	-4,837	0
Change in Cash	-471,427	-508,224	245,862	243,502	243,503	243,503	240,376	240,376	240,376	240,376	240,376	221,782	1,420,381

	<i>Previous Year End</i>	<i>Current</i>
	<i>6/30/2021</i>	<i>8/31/2021</i>
Assets		
Current Assets		
Cash	5,945,002	4,965,351
Total Current Assets	5,945,002	4,965,351
Total Assets	5,945,002	4,965,351
Liabilities and Equity		
Liabilities		
Current Liabilities		
Other Current Liabilities	-79,237	-30,872
Total Current Liabilities	-79,237	-30,872
Total Long-Term Liabilities	0	0
Total Liabilities	-79,237	-30,872
Equity		
Unrestricted Net Assets	6,024,239	6,024,239
Net Income	0	-1,028,016
Total Equity	6,024,239	4,996,223

Cover Sheet

Approve August Expenses

Section: V. Finance Committee
Item: B. Approve August Expenses
Purpose: Vote
Submitted by:
Related Material: HPA 2021 08 CheckRegisterbyType.pdf
HPA 2021 08 Accounts Payable.pdf



Accounts Payable

As of 8/31/2021

Hogan Preparatory Academy

PAYEE: ALL		STATUS: -- All --		REPORT DATE: 9/21/2021 4:15:47 PM ET						
GL CODE: ALL										
Invoice #	Incur Date	Invoice Date	Status	Check Date	Check or Trans. #	Payee/Account	GL code	Amount	Memo	Amount
29728	8/1/2021	2/26/2021	Paid	9/10/2021	7657942 4	STANGER HOGAN PREP ACADEMY	12 2542 6332 3945 3 00000 000	\$834.00	INV 29728	\$834.00
INV25830 1	8/1/2021	5/10/2021	Paid	9/10/2021	7657941 8	PowerSchool Group LLC 10002163	10 2114 6412 0100 3 00000 000	\$11,197.86	INV 258301	\$11,197.86
20210725- 1083.01	8/1/2021	7/25/2021	Paid	9/10/2021	7657942 2	ADT COMMERCIAL 13008172	13 2546 6391 6910 3 00000 000	\$336.22	Alarm Services Jul 21	\$1,083.01
							12 2546 6391 3945 3 00000 000	\$654.39	Alarm Services Jul 21	
							11 2546 6391 1935 3 00000 000	\$92.40	Alarm Services Jul 21	
103638	8/1/2021	7/29/2021	Paid	9/10/2021	7657942 0	PUT-IN-CUPS Hogan Preparatory Academy	13 2411 6411 6910 4 40001 114	\$323.18	Cup Sleeves	\$323.18
20210729- 60.86	8/1/2021	7/29/2021	On Hold			KANSAS CITY WATER SERVICES 000177512 0164342 6	--SPLIT--	\$60.86	60.86	\$60.86
17212	8/1/2021	7/30/2021	Paid	9/10/2021	7657988 1	K12ITC, INC. Hogan Preparatory Academy	10 2331 6316 0100 3 00000 000	\$2,970.00	INV 17212	\$2,970.00
4954	8/1/2021	8/1/2021	Paid	9/1/2021	7656178 7	Unemployment Insurance Services, Inc Hogan Preparatory Academy	10 2329 6319 0100 3 00000 000	\$100.00	Quarterly Monitoring Services	\$100.00
98855868 90	8/5/2021	8/5/2021	On Hold			VERIZON WIRELESS 242405645-00001	--SPLIT--	\$0.00	0.00	\$0.00
20210811- 756.00	8/11/2021	8/11/2021	Paid	9/1/2021	7656210 3	PURCHASE POWER 8000-9000-0823- 4845	11 2542 6361 1935 3 00000 000	\$756.00	8/11/21	\$756.00
901426	8/12/2021	8/12/2021	Paid	9/1/2021	7656178 8	Aflac T9934	10 2164 0000 0000 0 00000 000	\$344.19	INV 901426	\$344.19

Invoice #	Incur Date	Invoice Date	Status	Check Date	Check or Trans. #	Payee/Account	GL code	Amount	Memo	Amount
JK2019168	8/12/2021	8/12/2021	Paid	9/10/2021	76579423	Junk King Kansas City Hogan Prep Academy	13 2542 6319 6910 3 00000 000	\$168.00	INV JK2019168	\$168.00
17331	8/13/2021	8/13/2021	Paid	9/1/2021	76562101	K12ITC, INC. Hogan Preparatory Academy	10 2331 6316 0100 3 00000 000	\$750.00	CAT6 Network Drop	\$750.00
20210813-97.85	8/13/2021	8/13/2021	Paid	9/1/2021	76561789	Spire 0763868655	13 2542 6482 6910 3 00000 000	\$97.85	Statement 8/13/21	\$97.85
568474446	8/14/2021	8/14/2021	On Hold			HUMANA INSURANCE CO. 833675-002	10 2156 0000 0000 0 00000 000	(\$1,189.04)		(\$1,189.04)
20210818-748.29	8/18/2021	8/18/2021	Paid	9/10/2021	76579885	Guardian Group ID: 00 559210	10 2157 0000 0000 0 00000 000	\$748.29	September 2021	\$748.29
21-12407	8/19/2021	8/19/2021	Paid	9/10/2021	76579427	Education Technology Partners, Inc. Hogan Prep Academy	13 1111 6412 6910 4 42300 000	\$4,400.00	Virtual License	\$13,200.00
							12 1131 6412 3945 4 42300 000	\$4,400.00	Virtual License	
							11 1151 6412 1935 4 42300 000	\$4,400.00	Virtual License	
20210820-33.90	8/20/2021	8/20/2021	Paid	9/10/2021	76579882	LEGAL SHIELD 0037042	10 2166 0000 0000 0 00000 000	\$33.90	August 2021	\$33.90
20210823-115.00	8/23/2021	8/23/2021	Paid	9/10/2021	76579883	ALL BEVERAGE CONTROL, INC. Hogan Preparatory Academy	11 2542 6411 1935 3 00000 000	\$115.00	Ice Machine Rental - Sept 2021	\$115.00
20210823-526.75	8/23/2021	8/23/2021	Paid	9/10/2021	76579419	AT&T 816 A68-0701 502 4	13 2542 6361 6910 3 00000 000	\$250.38	816 921-9301 412 & 816 942-6394 034 is for ES	\$526.75
							12 2542 6361 3945 3 00000 000	\$205.29	816 444-4497 940 is for MS	
							11 2542 6361 1935 3 00000 000	\$71.08	816 444-3647 940 is for HS	
20210825-3151.26	8/25/2021	8/25/2021	Paid	9/1/2021	76562100	DELTA DENTAL OF MO LOCKBOX Group: 0118-3701	10 2162 0000 0000 0 00000 000	\$3,151.26		\$3,151.26
20210825-3377.08	8/25/2021	8/25/2021	Paid	9/1/2021	76562102	MUTUAL OF OMAHA Hogan Preparatory Academy	10 2159 0000 0000 0 00000 000	\$3,377.08		\$3,377.08

Invoice #	Incur Date	Invoice Date	Status	Check Date	Check or Trans. #	Payee/Account	GL code	Amount	Memo	Amount
271136	8/25/2021	8/25/2021	Paid	9/1/2021	7656229 5	WIN PRO SOLUTIONS Hogan Preparatory Academy	11 2542 6411 1935 3 00000 000	\$1,062.90	INV 271136	\$1,062.90
271137	8/25/2021	8/25/2021	Paid	9/1/2021	7656229 5	WIN PRO SOLUTIONS Hogan Preparatory Academy	13 2542 6411 6910 3 00000 000	\$975.79	INV 271137	\$975.79
271138	8/25/2021	8/25/2021	Paid	9/1/2021	7656229 5	WIN PRO SOLUTIONS Hogan Preparatory Academy	12 2542 6411 3945 3 00000 000	\$1,233.85	INV 271138	\$1,233.85
11554554	8/26/2021	8/26/2021	Paid	9/10/2021	7657942 1	Symmetry Energy Solutions, LLC 61733	12 2542 6482 3945 3 00000 000	\$175.14	Gas	\$486.73
							11 2542 6482 1935 3 00000 000	\$311.59	Gas	
33141180 96	8/26/2021	8/26/2021	Paid	9/10/2021	7657973 3	PITNEY BOWES GLOBAL FINANCIAL 0017318476	10 2321 6334 0100 3 00000 000	\$179.64	Postage Lease Inv	\$179.64
98401	8/27/2021	8/27/2021	Paid	9/10/2021	7657942 6	SOS Pest Control Hogan Preparatory Academy	10 2542 6339 0100 3 00000 000	\$100.00		\$100.00
98404	8/27/2021	8/27/2021	Paid	9/10/2021	7657942 5	SOS Pest Control Hogan Preparatory Academy	10 2542 6339 0100 3 00000 000	\$100.00	Pest Control	\$100.00
INV0001R R	8/27/2021	8/27/2021	Paid	9/10/2021	7658024 4	Elite Protection Services LLC Hogan Prep	13 2546 6319 6910 3 00000 000	\$0.00	Security	\$1,200.00
							12 2546 6319 3945 3 00000 000	\$0.00	Security	
							11 2546 6319 1935 3 00000 000	\$1,200.00	Security	
INV0002R	8/27/2021	8/27/2021	Paid	9/10/2021	7658024 4	Elite Protection Services LLC Hogan Prep	13 2546 6319 6910 3 00000 000	\$0.00	Security	\$1,222.60
							12 2546 6319 3945 3 00000 000	\$1,222.60	Security	
INV0003R	8/27/2021	8/27/2021	Paid	9/10/2021	7658024 4	Elite Protection Services LLC Hogan Prep	13 2546 6319 6910 3 00000 000	\$982.60	Security	\$982.60
							12 2546 6319 3945 3 00000 000	\$0.00	Security	

Invoice #	Incur Date	Invoice Date	Status	Check Date	Check or Trans. #	Payee/Account	GL code	Amount	Memo	Amount
SUM-021838	8/31/2021	8/31/2021	Paid	9/10/2021	7657988 4	OFFICE ESSENTIALS INC 444346	10 2511 6411 6910 3 00000 901	\$0.00	Elementary School	\$698.55
							10 2511 6411 0100 3 00000 000	\$0.00	District Office	
							10 2511 6411 3945 3 00000 901	\$223.27	Middle School	
							10 2511 6411 1935 3 00000 901	\$475.28	High School	
Total:									\$46,890.85	

GL Code Summary		
	10 2114 6412 0100 3 00000 000	\$11,197.86
	10 2156 0000 0000 0 00000 000	(\$1,189.04)
	10 2157 0000 0000 0 00000 000	\$748.29
	10 2159 0000 0000 0 00000 000	\$3,377.08
	10 2162 0000 0000 0 00000 000	\$3,151.26
	10 2164 0000 0000 0 00000 000	\$344.19
	10 2166 0000 0000 0 00000 000	\$33.90
	10 2321 6334 0100 3 00000 000	\$179.64
	10 2329 6319 0100 3 00000 000	\$100.00
	10 2331 6316 0100 3 00000 000	\$3,720.00
	10 2511 6411 0100 3 00000 000	\$0.00
	10 2511 6411 1935 3 00000 901	\$475.28
	10 2511 6411 3945 3 00000 901	\$223.27
	10 2511 6411 6910 3 00000 901	\$0.00
	10 2542 6339 0100 3 00000 000	\$200.00
	11 1151 6412 1935 4 42300 000	\$4,400.00
	11 2542 6361 1935 3 00000 000	\$827.08
	11 2542 6411 1935 3 00000 000	\$1,177.90
	11 2542 6482 1935 3 00000 000	\$311.59
	11 2546 6319 1935 3 00000 000	\$1,200.00
	11 2546 6391 1935 3 00000 000	\$92.40
	12 1131 6412 3945 4 42300 000	\$4,400.00
	12 2542 6332 3945 3 00000 000	\$834.00

Invoice #	Incur Date	Invoice Date	Status	Check Date	Check or Trans. #	Payee/Account	GL code	Amount	Memo	Amount
							12 2542 6361 3945 3 0000 000			\$205.29
							12 2542 6411 3945 3 0000 000			\$1,233.85
							12 2542 6482 3945 3 0000 000			\$175.14
							12 2546 6319 3945 3 0000 000			\$1,222.60
							12 2546 6391 3945 3 0000 000			\$654.39
							13 1111 6412 6910 4 42300 000			\$4,400.00
							13 2411 6411 6910 4 40001 114			\$323.18
							13 2542 6319 6910 3 0000 000			\$168.00
							13 2542 6361 6910 3 0000 000			\$250.38
							13 2542 6411 6910 3 0000 000			\$975.79
							13 2542 6482 6910 3 0000 000			\$97.85
							13 2546 6319 6910 3 0000 000			\$982.60
							13 2546 6391 6910 3 0000 000			\$336.22
								--SPLIT--		\$60.86
										\$46,890.85

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Check Register by Type

Posted; Journal Code CD; Processing Month 08/2021

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Payee Type: Vendor		Check Type: Automatic Payment			Checking Account ID: 1			
Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Check Amount	
12520290	08/20/2021	X			KCWATERSER	KANSAS CITY WATER SERVICES	790.53	
12520291	08/20/2021	X			GOOGLE	GOOGLE	290.00	
12520303	08/16/2021	X			VISACARDSE	VISA CARDSERVICES	3,649.35	
12520310	08/31/2021	X			EDFUEL	EDFUEL	2,500.00	
12520311	08/31/2021	X			BLOOMERANG	BLOOMERANG LLC	1,964.40	
Checking Account ID: 1					Void Total:	0.00	Total without Voids:	9,194.28
Check Type Total: Automatic Payment					Void Total:	0.00	Total without Voids:	9,194.28

Payee Type: Vendor		Check Type: Check			Checking Account ID: 1		
Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Check Amount
76410065	08/03/2021	X			UNIFIRSTCO	UNIFIRST CORPORATION	62.75
76410066	08/03/2021	X			UNIFIRSTCO	UNIFIRST CORPORATION	75.50
76410067	08/03/2021	X			UNIFIRSTCO	UNIFIRST CORPORATION	73.50
76413568	08/05/2021	X			HOWIES	HOWIES HOCKEY INC.	76.00
76413569	08/05/2021	X			SYMMETRY	SYMMETRY ENERGY SOLUTIONS, LLC (EIN 72-1309319)	467.45
76413570	08/05/2021	X			SOSPEST	SOS PEST CONTROL	100.00
76413571	08/05/2021	X			SOSPEST	SOS PEST CONTROL	100.00
76413751	08/05/2021	X			DELTADENTA	DELTA DENTAL OF MO LOCKBOX	3,345.44
76413752	08/05/2021	X			LLOYDSABC	ALL BEVERAGE CONTROL, INC.	115.00
76413753	08/05/2021	X			PROJECTLEA	PROJECT LEAD THE WAY, INC.	3,495.00
76413754	08/05/2021	X			CHAMPIONTE	CHAMPION TEAMWEAR	1,344.00
76413971	08/05/2021	X			KLSLEASING	KLS LEASING II, LLC	281,250.00
76418831	08/09/2021	X			QUESTAR	QUESTAR ASSESSMENT INC	777.76
76418832	08/09/2021	X			MIDAML	MID AMERICA LOCKSMITHS, LLC	392.40
76418833	08/09/2021	X			LEXINGTONP	LEXINGTON PLUMBING AND HEATING COMPANY	140.00
76426670	08/11/2021	X			JUNKKING	REEVES KC, LLC	448.00
76426671	08/11/2021	X			MCREALTY	MC REALTY GROUP, LLC	7,442.58
76426672	08/11/2021	X			MCREALTY	MC REALTY GROUP, LLC	3,187.08
76426673	08/11/2021	X			PROWORLD	PRO WORLD	799.00
76426674	08/11/2021	X			SUMNERONE	SUMNERONE, INC.	450.00
76426675	08/11/2021	X			NAVIGATE	NAVIGATE 360, LLC	1,500.00
76426676	08/11/2021	X			NAVIGATE	NAVIGATE 360, LLC	250.00
76426677	08/11/2021	X			POWERS	POWERSCHOOL GROUP LLC	1,590.80
76426678	08/11/2021	X			HUMANA	HUMANA INSURANCE CO	51,098.91
76426679	08/11/2021	X			MIDWESTSHR	MIDWEST SHREDDING SERVICE LLC	40.00
76426680	08/11/2021	X			MIDWESTSHR	MIDWEST SHREDDING SERVICE LLC	96.00
76426911	08/11/2021	X			ICEMASTERS	ICE MASTERS	99.00
76426912	08/11/2021	X			MUTUALOFOM	MUTUAL OF OMAHA	3,401.72
76426913	08/11/2021	X			PROJECTLEA	PROJECT LEAD THE WAY, INC.	3,868.50
76426914	08/11/2021	X			SOLAROCEAN	SOLAR OCEAN 2, LLC	441.64
76427117	08/11/2021	X			PAYPOOL	PAYPOOL LLC	474.60
76427118	08/11/2021	X			SIMPSONLAW	SIMPSON LAWN AND LANDSCAPING	3,500.00
76427119	08/11/2021	X			FIRSTSTUDE	FIRST STUDENT INC.	7,402.00
76427120	08/11/2021	X			EDOPS	ED OPS	14,000.00
76427121	08/11/2021	X			JAMESWTIPP	JAMES W. TIPPIN & ASSOCIATES	4,400.00
76427122	08/11/2021	X			TICOPROD	TICO PRODUCTIONS LLC	41,491.50
76506911	08/19/2021	X			STAPLESADV	STAPLES ADVANTAGE	291.93
76510300	08/19/2021	X			SUMNERONE	SUMNERONE, INC.	1,239.63
76510430	08/19/2021	X			MOCHARTERP	MO CHARTER PUBLIC SCHOOL ASSOCIATION	10,070.00
76510431	08/19/2021	X			NUESYNERGY	NUESYNERGY, INC	150.00
76510432	08/19/2021	X			UTILIT	UTILITY COST CONTROL	1,200.00
76540119	08/25/2021	X			STAPLESADV	STAPLES ADVANTAGE	93.78
76540120	08/25/2021	X			MIDAML	MID AMERICA LOCKSMITHS, LLC	170.10
76540121	08/25/2021	X			LEXINGTONP	LEXINGTON PLUMBING AND HEATING COMPANY	350.00
76540122	08/25/2021	X			SCHOLASTI1	SCHOLASTIC, INC.	38.95
76540123	08/25/2021	X			SCHOLASTI1	SCHOLASTIC, INC.	59.00

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09/22/2021 2:00 PM

Check Register by Type
Posted; Journal Code CD; Processing Month 08/2021

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Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Check Amount
76545069	08/26/2021	X			CHILDSBRIA	Brian Childs	27.79
76545070	08/26/2021	X			HIGENES	Hi-Gene's Janitorial Services	24,691.47
76545071	08/26/2021	X			CITYWIDE	CITY WIDE MAINTENANCE COMPANY, INC	4,300.00
76545072	08/26/2021	X			TECHCYCLE	TECHCYCLE SOLUTIONS	39.00
76545073	08/26/2021	X			TECHCYCLE	TECHCYCLE SOLUTIONS	49.99
76545074	08/26/2021	X			JUNKKING	REEVES KC, LLC	408.00
76545075	08/26/2021	X			MARKONE	MARK ONE MANUFACTURING, LTD	800.00
76545076	08/26/2021	X			MARKONE	MARK ONE MANUFACTURING, LTD	800.00
76545077	08/26/2021	X			MARKONE	MARK ONE MANUFACTURING, LTD	320.00
76545078	08/26/2021	X			MARKONE	MARK ONE MANUFACTURING, LTD	800.00
76545079	08/26/2021	X			SOSPEST	SOS PEST CONTROL	350.00
76545080	08/26/2021	X			SOSPEST	SOS PEST CONTROL	100.00
76545081	08/26/2021	X			SOSPEST	SOS PEST CONTROL	100.00
76545082	08/26/2021	X			SEESAW	SEESAW LEARNING, INC	880.00
76545083	08/26/2021	X			VANOSDOLPC	VAN OSDOL, P.C.	2,240.00
76545084	08/26/2021	X			KCWATERSER	KANSAS CITY WATER SERVICES	409.09
76545085	08/26/2021	X			SCHOOLSMAR	SSKC EDUCATIONAL SUPPORT INC	16,666.67
76545086	08/26/2021	X			VANOSDOLPC	VAN OSDOL, P.C.	1,206.25
76545087	08/26/2021	X			KCWATERSER	KANSAS CITY WATER SERVICES	51.86
76545088	08/26/2021	X			MCREALTY	MC REALTY GROUP, LLC	9,737.48
76545090	08/26/2021	X			SAVVAS	GATEWAY EDUCATION HOLDINGS LLC, SAVVAS LEARNING COMPANY LLC	601.78
76545091	08/26/2021	X			AFLAC	AFLAC	344.19
76545092	08/26/2021	X			KCWATERSER	KANSAS CITY WATER SERVICES	112.33
76545093	08/26/2021	X			DISCOVERY	Discovery Education, Myster Science, Inc	18,900.00
76545094	08/26/2021	X			DISCOVERY	Discovery Education, Myster Science, Inc	10,650.00
76545095	08/26/2021	X			HARTFORD1	THE HARTFORD	61,750.00
76545465	08/26/2021	X			APPLEINC	APPLE, INC	2,199.00
76545466	08/26/2021	X			BOARDOPOL	BOARD OF POLICE COMMISSIONERS	120.00
76545467	08/26/2021	X			DELTAVISIO	DELTA VISION	622.96
76545468	08/26/2021	X			PROJECTLEA	PROJECT LEAD THE WAY, INC.	152.00
76545469	08/26/2021	X			GUARDIAN	GUARDIAN	745.15
76545470	08/26/2021	X			LIDDLE	LIDDLES SPORT SHOP	16,675.12
76545471	08/26/2021	X			K12ITC	K12ITC, INC.	18,741.07
76545784	08/26/2021	X			MIDWESTELE	MIDWEST ELEVATOR COMPANY, INC	534.72
76555097	08/30/2021	X			LIDDLE	LIDDLES SPORT SHOP	14,525.40
76555639	08/30/2021	X			DEFFEN	WASTE MANAGEMENT	170.93
76555640	08/30/2021	X			DEFFEN	WASTE MANAGEMENT	433.16
76555641	08/30/2021	X			DEFFEN	WASTE MANAGEMENT	542.67
76561787	09/01/2021	X			UNEMPLOY	UNEMPLOYMENT INSURANCE SERVICES, INC.	100.00
76561788	09/01/2021	X			AFLAC	AFLAC	344.19
76561789	09/01/2021	X			SPIRE	SPIRE	97.85
76562100	09/01/2021	X			DELTADENTA	DELTA DENTAL OF MO LOCKBOX	3,151.26
76562101	09/01/2021	X			K12ITC	K12ITC, INC.	750.00
76562102	09/01/2021	X			MUTUALOFOM	MUTUAL OF OMAHA	3,377.08
76562103	09/01/2021	X			PURCHASEPO	PURCHASE POWER	756.00
76562295	09/01/2021	X			WINPROSOLU	WIN PRO SOLUTIONS	3,272.54
Checking Account ID: 1					Void Total:	0.00	Total without Voids: 675,106.52
Check Type Total: Check					Void Total:	0.00	Total without Voids: 675,106.52
Payee Type Total: Vendor					Void Total:	0.00	Total without Voids: 684,300.80
Grand Total:					Void Total:	0.00	Total without Voids: 684,300.80

Cover Sheet

KCPS MOU

Section: V. Finance Committee
Item: C. KCPS MOU
Purpose: Vote
Submitted by:
Related Material:
MOU KCPS Charter Funding FY 22 Agreement Draft 8.10.21.pdf

AGREEMENT

This Agreement ("Agreement") is made by Kansas City Public Schools, a seven-director school district and political subdivision organized and existing under the laws of the State of Missouri, whose main office address is 2901 Troost Avenue; Kansas City, Missouri 64109 ("KCPS") and _____ ("Charter School"), a Missouri non-profit corporation, whose administrative offices are located at _____, Kansas City, Missouri 641__.

RECITALS

WHEREAS, KCPS acknowledges that the Department of Elementary and Secondary Education ("DESE") has estimated for school year 2021-22 that the amount of state aid owed to KCPS is not adequate to cover the state funding payments due to Kansas City local charter schools. KCPS further acknowledges that, as a result, DESE takes the position that it will be unable to pay the full amount of state aid to charter schools on a monthly basis;

WHEREAS, in order to correct the shortfall of state aid to the Kansas City local charter schools, KCPS desires to correct these shortfalls by directly making seven (7) incremental payments during the 2022 fiscal year to Charter School from the local aid received by KCPS;

WHEREAS, Charter School desires to receive the shortfall of funds and shall report its school's attendance and other Core Data information as accurately as possible to ensure the most accurate payment;

WHEREAS, KCPS will only use such information for the purposes of calculating the local aid payment and shall be prohibited from using such information for marketing and advertising purposes; and

WHEREAS, KCPS and Charter School desire to enter into this Agreement for the purposes of establishing a framework for the calculation and payment of the shortfall.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

ARTICLE 1 KCPS OBLIGATIONS

- 1.1 Payment Overview.** Due to DESE's current calculation which created the shortfall of aid to the charter schools, KCPS will bridge the gap and directly pay Charter School local aid funds to bring the total amount paid to charter schools up to the amount contemplated by the state aid formula. The calculation of the gap and payment shall be based on the formula in section 160.415.4, RSMo and as per the calculation currently followed by DESE. KCPS will consult with DESE to review its calculation. The payment calculation shall be based on Charter School's current year data.
- 1.2** KCPS will make seven (7) installments utilizing the payment method described in this section. The first payment will be made in January 2022, the second through seventh payments will be made monthly, by the last day of each month, thereafter. The final installment will be by July 31, 2022. Payments under this agreement may be set off by any outstanding payment for separate goods and services

Charter School may owe to KCPS, if KCPS has billed and not been paid for those services for 60 days or more. Payments to Charter School will be made directly via Automated Clearing House (ACH).

1.3 Installment Number 1. No later than January 31, 2022, KCPS will remit payment to Charter School for the months of July through December 2021 for the estimated shortfall of aid calculated based on the payment method under section 1.1. That payment will be calculated as follows:

1.3.1 Determining the Total Weighted Average Daily Attendance and Categorical Weightings.

1.3.1.1 Determination of Total Weighted Average Daily Attendance ("WADA") for KCPS plus individual charter schools will be calculated in a formula using the 1) September 2021 official membership counts as reported to DESE; 2) 2020-2021 attendance percentage as reported to DESE; 3) Categorical weightings applied using known information as reported and available from DESE; 4) 2021 summer school Average Daily Attendance ("ADA") as reported to DESE; 5) 2020-2021 tutoring or remedial hours as certified with DESE; and 6) Current year Pre-K ADA estimate as provided to DESE.

1.3.1.2 Categorical weightings include: 1) Limited English Proficiency ("LEP") counts as filed in October 2021 in Core Data; 2) Individualized Education Program ("IEP") counts as filed in December 2021 in Core Data; and 3) Free and Reduced Lunch ("FRL") counts as filed in February 2021 in Core Data.

1.3.2 Determining the Estimated Foundation Formula Total and Shortfall per WADA: Total estimated WADA, using this calculation, will be applied to the formula calculation to determine the estimated local revenue per WADA shortfall for 2021-2022. The annual estimated shortfall will be reimbursed at 50% (for the first six months).

1.4 Installment Number 2 through 6. Monthly, no later than the last day of February through June 2022, KCPS will remit payment to charter schools for the prior month, January through May 2022 respectively, for the estimated shortfall of aid calculated based on the payment method under section 1.1. That payment will be calculated as follows:

1.4.1 Determining the Total WADA and Categorical Weightings.

1.4.1.1 Determination of Total WADA for KCPS plus individual charter schools will be calculated in a formula by using the 1) September 2021 and January 2022 official membership counts as reported to DESE and averaged; 2) 2020-2021 attendance percentage as reported to DESE; 3) Categorical weightings applied using known information as reported and available from DESE; 4) 2021 summer school ADA as reported to DESE; and 5) 2020-2021 tutoring or remedial hours as certified with DESE; and (6) current year Pre-K ADA estimate as provided by DESE.

1.4.1.2 Categorical weightings include: 1) LEP counts as filed in October 2021 in Core Data; 2) IEP counts as filed in December 2021 in Core Data; and 3) FRL counts as filed in February 2022 in Core Data.

1.4.2 Determining the Estimated Foundation Formula Total and Shortfall per WADA: Total estimated WADA, using this calculation, will be applied to the formula calculation to determine the estimated local revenue per WADA shortfall for 2021-2022. The annual estimated shortfall will be reimbursed at 8.33% each month (January through May) with any adjustments for the previously paid 50% based on changes in total and individual school WADA after a second set of membership counts and final FRL counts are added into the calculation.

1.5 Installment Number 7. No later than July 31, 2022 KCPS will remit payment to charter schools for the month of June 2022 for the shortfall of aid calculated based on the payment method under section 1.1. That payment will be calculated as follows:

1.5.1 Determining the Total WADA and Categorical Weightings.

1.5.1.1 Determination of Total WADA for KCPS plus individual charter schools will be calculated in a formula by using the 1) September 2021 and January 2022 official membership counts as reported to DESE and averaged as finally adjusted; 2) 2021-2022 attendance percentage as reported to DESE; 3) Categorical weightings applied using known information as reported and available from DESE; 4) 2021 summer school ADA as reported to DESE; 5) Current year remedial or tutoring hours as certified with DESE; and 6) Current year Pre-K ADA as certified with DESE.

1.5.1.2 Categorical weightings include: 1) LEP counts as filed in October 2021 in Core Data; 2) IEP counts as filed in December 2021 in Core Data; and 3) FRL counts as filed in February 2022 in Core Data.

1.5.2 Determining the Estimated Foundation Formula Total and Shortfall per WADA: Once the Total WADA for Installment Number 6 has been determined as set forth in section 1.4.1.1 above, the specific Installment Number 7 payment due to Charter School will be calculated based on the adjusted estimated local revenue per WADA for 2021-2022 multiplied by the WADA for Charter School as calculated by the six factors outlined in 1.5.1.1 and in agreement with the final DESE calculations.

**ARTICLE 2
CHARTER SCHOOL OBLIGATIONS**

2.1 Accurate Data Reporting. Charter School shall take all measures to ensure all estimated Core Data reporting, including but not limited to student membership count, attendance, and categorical reporting, is as accurate as possible to prevent any overpayment of funds.

2.2 Overpayment. Should Charter School receive an overpayment of funds after the July payment, as referenced in 1.5, Charter School shall repay KCPS for any overpayment made within thirty (30) days of notification of the overpayment by KCPS, but repayment shall be no later than December 30, 2022. KCPS reserves the right to review Charter School's final WADA in November 2022 and make final billings to or payments to Charter School.

**ARTICLE 3
TERM AND TERMINATION**

3.1 Term. This Agreement shall be effective as of **October 1, 2021** and shall continue in full force and effect through **December 31, 2022**.

3.2 Termination. Either party may cancel this Agreement with fifteen (15) days' notice to the other party in writing. Should Charter School close prior to the expiration of this Agreement, this Agreement shall be immediately terminated as of the closure date or by June 30, 2022, whichever date is earliest.

3.3 Responsibility upon Termination. No payments scheduled to be paid to Charter School after the termination of this Agreement will be paid. Any overpayment identified after the data reported to DESE has been finally adjusted will be due and payable within thirty (30) days after receipt of an invoice of overpayment.

3.4 Survival. The provisions of Articles 2, 4, 5, and 7 of this Agreement shall survive the termination of this Agreement and remain in full force and effect thereafter.

ARTICLE 4 RIGHT TO INJUNCTIVE RELIEF

Charter School acknowledges that the terms of this Agreement are reasonably necessary to protect the legitimate interests of KCPS, are reasonable in scope and duration, and are not unduly restrictive. Charter School acknowledges that a breach of any of the terms of this Agreement will render irreparable harm to KCPS, and that a remedy at law for breach of the Agreement is inadequate, and that KCPS shall therefore be entitled to seek any and all equitable relief, including, but not limited to, injunctive relief, and to any other remedy that may be available under any applicable law or agreement between the parties. Charter School acknowledges that an award of damages to KCPS does not preclude a court from ordering injunctive relief. Both damages and injunctive relief shall be proper modes of relief and are not to be considered as alternative remedies.

KCPS acknowledges that the terms of this Agreement are reasonably necessary to protect the legitimate interests of the Charter School, are reasonable in scope and duration, and are not unduly restrictive. KCPS acknowledges that a breach of any of the terms of this Agreement will render irreparable harm to the Charter School, and that a remedy at law for breach of the Agreement is inadequate, and that the Charter School shall therefore be entitled to seek any and all equitable relief, including, but not limited to, injunctive relief, and to any other remedy that may be available under any applicable law or agreement between the parties. KCPS acknowledges that an award of damages to the Charter School does not preclude a court from ordering injunctive relief. Both damages and injunctive relief shall be proper modes of relief and are not to be considered as alternative remedies.

ARTICLE 5 INDEMNIFICATION

KCPS and Charter School hereby agree and consent to engage in good faith discussions and negotiations of any concerns regarding this Agreement. Charter School shall defend, hold harmless, and indemnify KCPS, its officers, directors, employees, and agents from and against any and every claim, demand, judgments, fines, and expenses, including all attorneys' fees and amounts paid in settlement actually and reasonably incurred by KCPS in connection with any threatened, pending, or completed action, suit, or proceeding, which made by reason or injury to a person or property caused by any act, neglect, default, or omission under the performance of this agreement by Charter School. KCPS shall defend, hold harmless, and indemnify the Charter School, its officers, directors, employees, and agents from and against any and every claim, demand, judgments, fines, and expenses, including all attorneys' fees and amounts paid in settlement actually and reasonably incurred by Charter School in connection with any threatened, pending, or completed action, suit, or proceeding, which made by reason or injury to a person or property caused by any act, neglect, default, or omission under the performance of this agreement by KCPS. No language in this agreement shall be construed as a waiver of sovereign immunity by either party beyond the legislative expression in Missouri statutes, including but not limited to 537.600, RSMo.

**ARTICLE 6
NOTICES**

Communications. Communications relating to this Agreement must be communicated by electronic mail, certified mail, return receipt requested, facsimile, or overnight courier to the following addresses or as may be later designated by written notice to the other party:

Kansas City Public Schools:

Attention: Name Mark Bedell, Superintendent
Address 2901 Troost Avenue
Kansas City, Missouri 64109
Telephone: 816.418.7610
Facsimile: 816.418.7411

Attention: Chief Legal Counsel
Address: 2901 Troost Avenue
Kansas City, Missouri 64109
Telephone: 816.418.7610
Facsimile: 816.418.7411

Charter School:

Attention: Name
Address
Kansas City MO
Telephone:
Facsimile:

**ARTICLE 7
GENERAL PROVISIONS**

7.1 Construction of Terms. If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, that provision shall be severed and shall not affect the validity or enforceability of the remaining provisions.

7.2. Governing Law. This Agreement is governed by and constructed in accordance with the laws of the State of Missouri without regard to any conflict of laws provision. The parties consent to venue and personal and subject matter jurisdiction in Kansas City, Jackson County, Missouri.

7.3 Executed Agreement. This Agreement will not become effective until the Agreement has been fully executed by authorized representatives of each party. Charter School understands that KCPS shall not be obligated to compensate Charter School prior to the execution of this Agreement.

7.4 Amendments. The Agreement may be altered, amended, changed, or modified only by agreement in writing executed by an authorized representative from both parties.

7.5 Assignment. No party may assign this agreement without the prior written consent of the other party.

7.6 No Waiver. Failure by either party to enforce any of the provisions of this Agreement or to require compliance with any of its terms shall in no way affect the validity of this Agreement and shall not be deemed a waiver of the right thereafter to enforce any such provision.

7.7 No Third-Party Beneficiary Rights. No third party may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, the Charter School or KCPS in the Agreement. Nothing in this Agreement, whether express or implied, is intended to create any rights or remedies of any third-party beneficiary.

7.8 Annual Appropriation of Funds. This agreement shall be subject to the annual appropriation of funds by KCPS in accordance with its normal funding practices and/or the receipt of funding by DESE. In the event that funds are not available in full or in part for any of the payments under Article 1, KCPS will notify Charter School of the payment amount at least 7 days prior to the date of payment. KCPS will use reasonable efforts to ensure appropriated funds are available to fund payments to charter school; however, will not be required to use reserves to make payments.

7.9 Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for amounts owed prior to the Force Majeure Event, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: work action or strike; lockout or other labor dispute; national or regional emergency; flood; fire; pandemic; war; riot; theft; act of terrorism, earthquake or natural disaster. Either party desiring to rely upon any of the foregoing as an excuse for default or breach shall give notice within ten (10) days of the Force Majeure Event to the other party or as soon thereafter as is practical, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

7.10 Entire Agreement. This Agreement and any exhibits shall constitute the entire understanding and agreement between the parties with respect to the subject matter covered, and shall supersede all prior agreements, understandings, discussions, warranties and representations, oral or written, express or implied, not incorporated in this Agreement.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed and does each warrant that their respective signatory whose signature appears below is fully authorized to execute this Agreement.

[SIGNATURES APPEAR ON THE NEXT PAGE]

KANSAS CITY PUBLIC SCHOOLS

By: _____

Date: _____

Name: Nate Hogan

Title: Chairman, Board of Directors

CHARTER SCHOOL NAME

By: _____

Date: _____

Name:

Title:

DRAFT

Cover Sheet

HPA High School Student Run Store Checking Account

Section: V. Finance Committee
Item: D. HPA High School Student Run Store Checking Account
Purpose: Vote
Submitted by:
Related Material: HS Student Run Store Checking Account_9.27.21.pdf



HS Student Run Store Checking Account

As part of its curriculum plan, the HS would like to create a student based enterprise (SBE), specifically a student run store. The store aligns with our Entrepreneurship and Marketing Pathway and will provide our students with real world experience and skills building. A detailed description of the program is attached for your review.

In order to run the store, a checking account needs to be established. We are asking the board to approve the creation of this account using HPA's non-profit status. The account would fall under HPA's financial responsibility, although it would be managed on a day to day basis by the high school. Here are the specifics under which this account would be authorized, should the board approve it:

Action Requested: We are asking the Board to approve the creation of a checking account for use by the HS student run store, with the following stipulations:

- A checking account will be established with an opening balance of no more than \$5000. These funds will be 'loaned' from the HS's operating budget and will be reimbursed as items are sold through the store.
- The checking account will have a debit card which will be held by either the HS principal or the sponsoring teacher. Only the HS principal or the sponsoring teacher are authorized to use the debit card for purchases.
- The sponsoring teacher will be responsible for the monthly reconciliation of bank statements, with oversight provided by HPA's CFO.
- The student-run store will establish a merchant account which is tied specifically to the store so that purchases can be made using credit cards.
- The sponsoring teacher will be responsible for the monthly reconciliation of merchant statements, with oversight provided by HPA's CFO.
- The students involved in this enterprise, under the leadership of the sponsoring teacher, will be required to develop inventory controls and tracking procedures and cash management procedures prior to commencing sales through the store.
- On a quarterly basis, the students and sponsoring teacher will be required to review their sales, cash and credit receipts, and inventory reports with the HPA CFO.
- Profits realized through sales from the student run store will be used in support of this and other HS programs. The HS principal and sponsoring teacher will be responsible for reporting how those funds have been distributed.

HOGAN PREP ACADEMY

Hogan Prep Student Based Enterprise (SBE)–Spiritwear and Apparel

“The best way to predict the future is to create it.”

- Peter Drucker

One of the best ways for students to learn is by participating in hands-on, real world activities that prepare them for the future all while making the learning individualized and personal. We have that opportunity with our students at Hogan Prep through our student based enterprise that will be housed at the high school within the Entrepreneurship and Marketing Pathway. Our SBE will also be a part of our DECA program and will allow us to enter our SBE into local, regional, and national competitions which will help our students network with other students and business partners around the United States.

The SBE will be owned and operated by the students with myself (Mrs. Graham) overseeing the operation and the process. Our plan is to have a separate account where we will be doing the buying and selling and not having to inconvenience the office staff with sales, inventory, and record keeping. Students will be responsible for picking the blank apparel and finding the best vendors, coming up with designs and approving Hogan designs using our pre-approved logos, setting retail prices, the actual selling process, and finally inventory and bookkeeping. We plan to not only do spiritwear for the high school, but for the entire district including doing some throw back designs for alumni of Hogan. We hope by 2nd semester to embed an online school store within our website so parents, alumni, and the community can purchase items without having to come into the school to make the purchase. All profits made will be put into the separate DECA account which will help fund our competitions, trips, and any other needed items for the store or Hogan.

We want to create a student body of entrepreneurial and critical thinkers who can problem solve and learn how to work together for a common goal. We truly feel that SBE's can teach these important skills all while allowing the students to experience what it is like to own and operate their own business. We will have failures, we will have success, but the important part is that we will be doing it together and hopefully it will be a learning experience the students will never forget. If you have any questions, concerns, or suggestions please feel free to reach out to me. Lets create a future where our students will have MANY competitive advantages when they leave the doors of Hogan.

Thank you for your consideration,

Stephanie Graham

Sgraham@hoganprep.net

816-210-2102

Cover Sheet

Academic Committee Report

Section: VI. Academics
Item: A. Academic Committee Report
Purpose: Discuss
Submitted by:
Related Material: 15. Academic Committee Report_ September 2021.pdf



Academic Committee Report: September

The HPA Academic Committee will track the progress of the monthly Evaluate interim assessment data tied to HPA’s academic goals. These metrics will be tracked and reported at each monthly Board meeting starting no later than the December 2020 Board meeting. These metrics will track students at each grade level as well as sub-groups of students in SPED and ELL. Outcomes from other schools in the HPA area will be included on an annual basis.

A. Hogan Preparatory Academy’s Assessment Plan

- **Three Primary Assessments and their Purposes**

THREE ASSESSMENTS AND THEIR PURPOSE		
FORMATIVE	PREDICTIVE	GROWTH
Frequent and Consistent	Monthly (½ & ½)	Fall- Winter- Spring
Describes the learning happening in teachers’ classrooms. Informs instruction data informed instruction is done through this. <ul style="list-style-type: none"> • Formative in nature • Test Item Banks for teachers • Teachers will adapt instruction based on instruction on a regular cadence <ul style="list-style-type: none"> = Math- weekly = Science, ELA, & Social Studies- biweekly 	Shows where our students stand on the EOY standards at any point in time. Form A- covers ½ standards Form B- covers 2nd half <ul style="list-style-type: none"> • Teachers can use it as a Pre-Test for the standards not taught yet. • Another data point to track student growth and mastery of standards over time • Data to inform reteaching and intervention (Standards) 	<ul style="list-style-type: none"> • Accountability for charter renewal goal related to Student Growth. *Celebrate students who show growth and meet their goals Grade Level Equivalency Student Growth Percentile

- **#1 Evaluate:** Predictive- If students took the MAP or EOC assessments today, what do we think their results would be? The results should improve over time.



- Evaluate tests are administered monthly. Students are currently taking the first Evaluate test for this year (9/20 - 10/1). We will have Evaluate data at our October Board meeting.
- What data will the board review each month for Evaluate?
 - MPI scores
 - Percentage of students in the Below Basic category

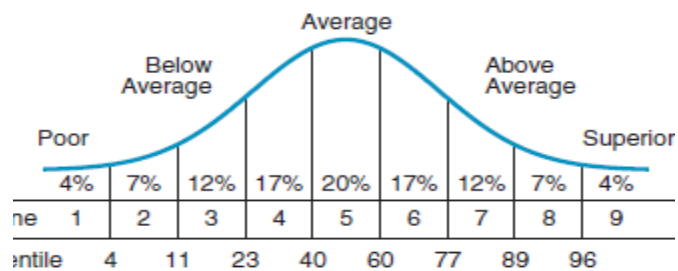
	Goal	Form A	Form B
District	267.1	191.1	193.8
Elementary	274.1	191.9	213.7
Middle	255.3	191.9	176.2
High	301.0	179.4	153.6

Evaluate Data- ELA:

	2018 & 2019 MAP MPI Scores		2019 MAP Proficiency Rates/ BB Rates	2021 Goal	Sept/Oct Cycle 1		Nov/Dec Cycle 2		Growth	Jan/Feb Cycle 3		March/April Cycle 4		Growth
	2020- No Scores				B	A	B	A		B	A	B	A	
District	258.0	258.1	-- 17.3% 30.8%	267.1 27.1% 28.3%	206.2 8.8% 52.6%	213.5 10.1% 49.3%	211.3 10.6% 51.4%	197.4 8.8% 67.8%	(B)+5.1 (A)-16.1	210.3 10.1% 61.4%	191.1 12.1% 62.4%	193.8 9.5% 69.7%	X MAP	(B)-16.5 (A) N/A
ES	237.4	265.1	-- 24.8% 30.8%	274.1 34.6% 28.3%	209.9 11.3% 52.6%	224.8 9.7% 55.0%	205.5 9.6% 53.0%	200.8 4.4% 67.3%	(B)+4.4 (A)-24.0	229.5 13.7% 43.7%	191.9 12.1% 62.4%	213.7 12.2% 61.1%	X	(B)-15.8 (A) N/A
MS	257.0	246.3	-- 12.0% 34.3%	255.3 21.8% 31.8%	205.0 8.2% 63.5%	203.0 9.7% 54.5%	203.8 10.6% 54.5%	190.1 8.2% 81.3%	(B)+1.2 (A)-12.9	199.3 7.5% 66.4%	191.9 11.8% 62.8%	176.2 7.1% 67.8%	X	(B)-23.1 (A) N/A



- **#2 STAR:** Normed- How are students performing compared to their grade level peers across the nation?



- STAR Assessments are administered 3 times a year in the Fall, Winter, and Spring. Students are currently taking the STAR assessments. We will have this Fall data at the October board meeting as well.
- What data will the board review for the STAR Assessments?
 - Grade Level Equivalency (GLE)
 - Student Growth Percentile (new)

	Fall	Winter	Spring
Elementary School			
Kindergarten	Not Tested	72% (2.3) 36 Tested/ 25 Not Tested	83% (.4) 42 Tested/ 19 Not Tested
First Grade	30% (.5) 30 Tested/ 25 Not Tested	17% (.4) 41 Tested/ 14 Not Tested	18% (.6) 34 Tested/ 21 Not Tested
Second Grade	62% (2.6) 44 Tested/ 18 Not Tested	44% (1.7) 56 Tested/ 6 Not Tested	45% (1.6) 42 Tested/ 19 Not Tested
Third Grade	40% (2.5) 56 Tested/ 18 Not Tested	37% (2.6) 54 Tested/ 20 Not Tested	36% (2.6) 53 Tested/ 21 Not Tested
Fourth Grade	12% (2.9) 41 Tested/ 18 Not Tested	16% (2.3) 37 Tested/ 22 Not Tested	22% (2.5) 45 Tested/ 14 Not Tested
Fifth Grade	16% (4.1) 41 Tested/ 15 Not Tested	15% (3.3) 45 Tested/ 11 Not Tested	11% (3.4) 45 Tested/ 11 Not Tested

SGP Example since testing is still in progress: MS

STAR: SGP Goal		Fall				Winter		
		6	7	8	School			
Moderate: 50 SGP	100.0%	70.97%	30.43%	41.33%	44.96%			
Moderately Ambitious: 65 SGP	20.0%	41.94%	21.74%	30.67%	30.23%			
Ambitious: 75 SGP	0.0%	32.26%	17.39%	22.67%	23.26%			
%Above Moderate:	20.0%							
Edulastic: Interventions								



#3 Edulastic: Formative/Descriptive- Describes the learning happening in teachers’ classrooms. Teachers should monitor student learning and adjust their instruction accordingly and in real time.



- Edulastic tests are given every two weeks/ two content areas at a time.

Edulastic and Evaluate Cadence	
Sept 3rd	Math Science
Sept 10th	ELA Social Studies
Sept 24th	Math Science
<p>Evaluate Window: 9/20 - 10/1 2 weeks long <i>No ELA and Math Edulastic test during testing window Science/ Social Studies (testing continues)</i></p>	

- What data will the board review for Edulastic?
 - None. This is really data at the teacher and school level, but here are a couple examples of reports teachers pulled to inform their lesson planning and instruction.
 - 5th Grade Example: [Week 1](#) and [Week 2](#)
 - [7th Grade Example](#)

[Full Assessment Plan Calendar](#)
[Full Assessment Plan Document](#) (FYI)

- B. Principals’ Monthly Data Meetings:** First Meeting was on September 8th
- Our first monthly data meeting with the principals was on Sept 8th. It was more an exercise of practice than analyzing data since students are just



still in the process of taking our interim assessments. However, here are some of the data principals shared below.

- [Elementary](#)
- [Middle](#)
- [High](#)
- [Virtual](#)

C. New & Improve: Ed- OP Data reports to help principals directly with Data Analysis

- [Evaluate: MPI Progress Monitoring / Reduction of Below Basic](#)
 - These are directly related to our charter renewal goals to increase our MPI scores and decrease the percentage of students in the Below Basic category for ELA, Math, and **Science** State Assessments.
 - Principals will be able to get their data from the new Ed-Ops report instead of calculating the numbers themselves. We are hopeful that the focus will now shift to **analyzing the data** and making meaningful **30 day plans** to respond to trends and needs.
 - MS/HS Principals' Requests: Sort data by Advocate
- [Evaluate: Standards Analysis](#)
 - **New:** Standards that have been taught vs. not taught
 - **Example: 5th Grade Math** (elementary principal request)
 - Instructional coaches working with teachers on standards that have been taught in the classroom and upcoming standards in units (planning/ reteaching)
 - **Goal:** *Monitor and Adjust* instruction to meet students' learning needs in real time
 - Teachers have already started tracking and progress monitoring data
 - 5th Grade Example: [Week 1](#) and [Week 2](#)
 - [7th Grade Example](#)

Cover Sheet

Governance & Board Development Committee

Section: VII. Governance and Board Development
Item: A. Governance & Board Development Committee
Purpose: Discuss
Submitted by:
Related Material: UnderstandingCharterPublicSchoolAccountabilityinMO..pdf



ChartersWork.
Committed to Quality

UNDERSTANDING CHARTER PUBLIC SCHOOL ACCOUNTABILITY IN MISSOURI

ACKNOWLEDGMENTS

This White Paper on charter public school accountability in Missouri is the first in a series of papers published by the Missouri Charter Public School Association (MCPSA) to promote a better understanding of charter public schools and the important role they play in providing quality school options to Missouri public school students. It is based on both state law and standard, and is intended to provide an accessible, fact-based overview of the mechanics of charter school accountability in the state of Missouri.

MCPSA would like to thank Rebecca Haessig, MCPSA consultant, for her research and authorship of this White Paper. The Association would also like to thank the following individuals for contributing their time, expertise and ideas in conducting a thorough committee review of this paper:

MCPSA White Paper Review Committee

- **Engin Blackstone**, Superintendent of Gateway Science Academy, MCPSA Board Member
- **Charnissa Holliday-Scott, Esq.** Director of Education Systems for Kansas City Public Schools, MCPSA Board Member
- **Shanika Harris, Charter School Liaison**, University of Missouri Office of Charter Operations, MCPSA Board Chair
- **Mike McShane, Ph.D.**, Director of National Research at EdChoice, MCPSA Board Member

While we are grateful for these and others' contributions to this work, MCPSA alone is responsible for any errors of interpretation this document may contain.

For questions and comments related to this White Paper, please contact Doug Thaman, Executive Director at dthaman@mocharterschools.org. You can access this paper directly on the MCPSA website.

You can learn more about the Missouri Charter Public School Association at www.mocharterschools.org.



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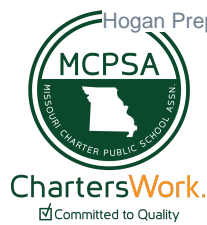
UNDERSTANDING CHARTER PUBLIC SCHOOL ACCOUNTABILITY IN MISSOURI

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UNDERSTANDING CHARTER PUBLIC SCHOOL ACCOUNTABILITY IN MISSOURI

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UNDERSTANDING CHARTER PUBLIC SCHOOL ACCOUNTABILITY IN MISSOURI

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- **RSMo. §160.417:** Financial stress, review of report information by charter school sponsor, when - criteria for financial stress.
- **RSMo. §160.420:** Employment provisions - school district personnel may accept charter school position and remain district employees, effect - non certificated instructional personnel, employment, supervision.
- **RSMO §160.425:** Missouri charter public school commission created, members, duties - funding.
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 - **Standard 4:** Ongoing Oversight and Evaluation
 - **Standard 5:** Fiscal Oversight
 - **Standard 6:** Renewal, Replication, Expansion, Revocation, Closure and Decision Making



OVERVIEW

UNDERSTANDING CHARTER PUBLIC SCHOOL ACCOUNTABILITY IN MISSOURI

Missouri's charter school accountability landscape is multi-layered. The State Legislature, the State Board of Education, charter sponsors, and charter school governing boards each play distinct roles in holding schools accountable. These roles are summarized below. A strong accountability environment helps ensure that Missouri's charter public schools deliver value to Missouri students and taxpayers.

The State Legislature

- **Drafts legislation** pertaining to public education, including charter public schools
- **Establishes roles and responsibilities** of different actors with respect to charter school accountability

The State Board of Education

- **Formulates regulations** for Missouri's charter school sector
- **Evaluates new sponsor applicants and existing sponsors** to ensure capacity and compliance
- **Approves new schools and charter renewals** to ensure compliance with law and regulations
- **Publishes annual report cards for charter schools** to facilitate evaluation of school performance

Charter School Sponsors

- **Maintain a comprehensive new school application process** for evaluating new charter applications
- **Negotiate contracts with charter schools** that clearly articulate the rights and responsibilities of each party
- **Conduct contract oversight** to evaluate performance, monitor compliance, and ensure autonomy
- **Design and implement a transparent and rigorous school evaluation process** to assess school performance
- **Make merit-based decisions on charter school renewals** based on comprehensive performance data

Charter School Governing Boards

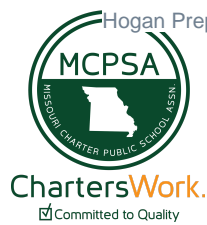
- **Contract** with the school sponsor
- **Are accountable** for school performance
- **Govern the school** in fidelity to the school charter and in compliance with local, state and federal law

For more information about charter public school accountability in Missouri, please refer to MCPSA'S White Paper on Understanding Charter Public School Accountability in Missouri.



GLOSSARY OF TERMS

- 1. Accountability.** Accountability is one-half of the charter public school “grand bargain” of autonomy for accountability. In exchange for autonomy (the ability to self-govern), each charter school is held individually responsible for its academic performance, the expectations for which are laid out in the school’s contract, or charter. Failure to meet the terms of the charter contract can lead to school closure.
- 2. Access.** A core tenet of charter public schools, and public school choice more broadly, is the idea that *all students*, irrespective of race or ethnicity, family income or geography, deserve the opportunity to attend great public schools.
- 3. Authorizer.** The entity that gives official approval to, regulates and conducts evaluations of charter sponsors. In Missouri the State Authorizer is the State Board of Education.
- 4. Autonomy.** Autonomy is the ability to self-govern - charter schools are autonomous, or self-governing, schools. In charter schools, decisions about key resources - staffing, curriculum, finances, and how time during the school day is spent - are made at the school level, closer to students. In exchange for this flexibility, each charter school is held individually responsible (accountable) for its performance, and can be closed for underperformance.
- 5. Charter Application.** Each Missouri charter sponsor must develop and implement a comprehensive application process for soliciting and evaluating new charter school applicants. Setting forth stringent requirements for charter approval and new school openings helps ensure that only the most qualified charter applicants are able to start new schools, reducing the likelihood of school remediation and closure down the road. Each charter sponsor must develop a charter application that allows for rigorous evaluation of the applicant’s plans and capacity, clearly articulates the sponsor’s chartering priorities, and includes clear criteria for the evaluation of the charter application.
- 6. Charter Contract.** The charter contract, or charter, is the legal contract negotiated by the sponsor and the charter school’s governing board following approval of the school’s charter application. It is the bedrock of the charter school model. The charter contract articulates the rights and responsibilities of each party regarding charter school autonomy, expected outcomes, measures for evaluating success or failure, and performance consequences.
- 7. Charter Public School.** Charter schools are independent, self-governing public schools. In Missouri, charter schools are organized as Missouri nonprofit corporations, with self-determining boards subject to both nonprofit law and the laws governing government bodies in the conduct of public business (Missouri Sunshine Law).
- 8. Charter Renewal.** A charter renewal is the extension of validity of the charter contract for a specified period of time (usually 5 to 10 years, depending on school performance). Charter sponsors grant renewals to charter schools that have achieved the performance expectations a



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viable, and have been diligent to the terms of the contract and applicable law. The State Board has the authority of final approval over a sponsor's decision to renew - or non-renew - an existing school's charter contract.

- 9. Charter School Governance Board.** As autonomous public schools, each charter school has its own governing board. Charter governing boards are legally responsible for charter school performance: they negotiate and execute the contract with the school sponsor and govern the school in fidelity to the charter contract and in compliance with federal, state, and local laws and regulations. Charter school boards are subject to both charter law and laws governing nonprofit organizations in the state of Missouri. Because charter schools are organized as non-profit entities, charter school boards are self-determining - board members are appointed, not elected.
- 10. Charter Sponsor.** Charter Sponsors oversee charter school performance to ensure schools are meeting the performance expectations laid out in their charter. Charter sponsors evaluate and approve new charter school applications, negotiate performance contracts with school governing boards and conduct school oversight. Sponsors make merit-based decisions on charter renewal, remediation, revocation and closure. In conducting their work they are accountable to the State Board of Education.
- 11. Closure.** School closure occurs when a charter school is not meeting its performance obligations. Closure is the result of the charter sponsor's decision, following a rigorous and comprehensive evaluation of school performance, to either non-renew or revoke the school's charter. Closure can also result from a school governing board's decision to voluntarily relinquish, or give up, the charter.
- 12. State Board of Education.** Under the Missouri Constitution, the State Board of Education (SBOE) has general authority for public education within the state. The Board is made up of eight citizens who are appointed by the Governor and confirmed by the Senate. Board members serve eight-year staggered terms. 1998 charter legislation establishes the SBOE as the State Authorizer of charter schools - the entity that gives official approval to, regulates and conducts evaluations of charter sponsors and charter schools.



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CHARTER PUBLIC SCHOOL ACCOUNTABILITY IN MISSOURI

This White Paper on Charter School Accountability is the first in a series of papers produced by the Missouri Charter Public Schools Association (MCPSA) to educate lawmakers, city leaders, decision makers and community members on Missouri charter public schools and the vital role they play in creating quality public school options for all Missouri students.

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INTRODUCTION

Just over twenty years ago, in the Fall of 1999, the first charter public schools opened in Missouri.

The idea behind this new self-governing, independent public school model was greater flexibility in exchange for greater accountability.¹ In these new schools, decisions about key resources - curriculum, staffing, budget, and how time during the school day is spent - would be made at the school level, closer to students. Fewer layers of bureaucracy between decision makers and students would enable these schools to be more agile and responsive to student, teacher and community needs. It would also enable them to be more innovative, trying different and novel approaches in educating students.

In exchange for this autonomy, or ability to self-govern, charter schools would be held accountable for their performance by their own non-profit governance board, their charter school sponsor and, ultimately, the Missouri State Board of Education. If they did not meet the performance expectations laid out in their charter contract, they would close.

Demand for this new approach to K-12 public schooling was immediately evident. In Kansas City, 4,315 students enrolled in 15 charter schools in Fall 1999 - 12 percent of all public K-12 enrollment within Kansas City Public Schools (KCPS) boundaries. In St. Louis the following year, 1,330 K-12 students enrolled in three charter public schools - 3% of all public K-12 enrollment.²

Fast forward 20 years and charter public schools now educate 50% of all K-12 public school students within KCPS boundaries,³ and nearly 40% of students in St. Louis.⁴ A growing number of families are choosing charter schools to educate their children.

¹ National Association of Charter School Authorizers (NACSA): [Authorizing Basics: What is a Charter School?](#) (last visited 6/21/21).

² Due to a legal challenge by St. Louis Public Schools (SLPS), charter schools did not open in St. Louis until Fall 2000. 41,988 students enrolled in SLPS and St. Louis charter public schools in the 2000-01 school year.

³ In Kansas City, 13,180 K-12 students enrolled in KC Charter Public Schools in 2020-21, out of 26,523 total K-12 students.

⁴ In St. Louis, 11,730 K-12 students enrolled in STL Charter Public Schools in 2020-21, out of 29,968 total K-12 students.



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This White Paper explores the role of accountability in Missouri’s charter public school sector. It is intended to serve as a comprehensive yet accessible primer, based on state law and regulation, for those seeking to better understand the roles and responsibilities of different actors in holding charter public schools accountable.

ACCOUNTABILITY, AUTONOMY, ACCESS: CHARTER SCHOOL GUIDING PRINCIPLES

In the early 1990s, a small group of educators and policymakers came together to develop an innovative school model designed to help improve public schools and offer parents public school options to better meet their child’s specific needs. This model became known as the charter school model.

This new school model was rooted in the belief that public schools should be held **accountable** for student learning. In exchange for this accountability, school leaders would be given the **autonomy**, or freedom, to try new approaches in educating students. They would then share what works with the broader public school system, and all students would benefit.

The charter public school model was also rooted in the belief that all students, irrespective of race or ethnicity, family income or zip code deserved **access** to quality public school options.

Utilizing this innovative school model as a blueprint, Minnesota’s state legislature passed the first charter law in 1991. In 1998, Missouri became the 34th state to pass charter school legislation, with the first schools opening in Kansas City the following year.

HOW ARE CHARTER SCHOOLS HELD ACCOUNTABLE IN MISSOURI?

The idea of school-level accountability is one of chartering’s most significant contributions to public schooling. Under the charter public school model, no school has the “right” to operate in perpetuity; rather, a school must “earn” the right to stay open by demonstrating, through evaluations conducted at regular intervals, that it is meeting the performance expectations outlined in its charter, or contract.

Missouri’s charter school accountability landscape is multi-layered, with the State Legislature, the State Board of Education, charter sponsors, and charter school governance boards each playing distinct roles:

- I. **The State Legislature** is responsible for creating laws that govern the state, including laws that pertain to charter public schools. Initial charter legislation passed in 1998 established the roles of the State Board, sponsors and charter school governing boards in promoting charter school accountability.



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- II. **The State Board of Education (SBOE)** is the architect of Missouri’s charter accountability environment, developing the regulations that guide oversight and evaluation of charter sponsors and school operators. The State Board is also chief accountability agent of the sector, publishing annual performance reports for individual charter schools and holding charter sponsors accountable through regularly-conducted performance evaluations.
- III. **Charter Sponsors** oversee charter school performance to ensure schools are meeting the performance expectations laid out in their charter - the legal contract between the sponsor and the charter school governing board. Charter sponsors are responsible for evaluating and approving new charter school applications, negotiating performance contracts with school governing boards and conducting school oversight. Sponsors make merit-based decisions on charter renewal, remediation, revocation and closure.
- IV. **Charter School Governing Boards** contract with the charter sponsor and are legally responsible for charter school performance. This includes formulating school policy and conducting financial management and operational oversight. As self-governing schools, each charter school has its own governing board.

Drawing on both Missouri state law and regulations, this paper summarizes the roles and responsibilities of each of these actors in promoting a strong accountability environment to support Missouri’s charter public school sector.

I. THE MISSOURI STATE LEGISLATURE

Elected by Missouri voters, the Missouri state legislature is responsible for creating laws that govern the state. This responsibility includes creating laws that ensure Missouri families have access to quality public school options.

The state legislature passes laws specifically pertaining to public education, including charter schools. Initial charter legislation passed by the General Assembly in 1998:

- 1) Defines **what charter schools are, where they can operate**, and the types of entities that can sponsor a charter school
- 2) Specifies that charter schools should be **organized as Missouri nonprofit corporations**, with self-determining boards subject to both nonprofit law⁵ and the laws governing government bodies in the conduct of public business (Missouri Sunshine Law)⁶
- 3) Articulates **the roles and responsibilities** of the State Board of Education, charter sponsors, and governing boards in promoting charter school accountability⁷

⁵ RSMo. §160.400.7: “The charter school should be organized as a Missouri nonprofit corporation incorporated pursuant to Chapter 355.”

⁶ RSMo. §160.400.8: “Meetings of the governing board should be subject to the provisions of 610.010 to 610.030.”

⁷ For a more complete history on charter public schools in Missouri, see: Douglas P. Thaman, Ed.D., [Missouri Charter School History](#), MISSOURI CHARTER PUBLIC SCHOOLS ASSOCIATION, 2014.



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The Joint Committee on Education, a statutory committee within the General Assembly⁸ that reviews and monitors the progress of education in the state's public schools,⁹ is responsible for reviewing the annual reports of charter sponsors to ensure they are in compliance with state law.¹⁰

State lawmakers are accountable to voters through regular elections.

II. THE STATE BOARD OF EDUCATION

Under the state's Constitution, the State Board of Education (SBOE) has general authority for public education within Missouri.¹¹ The Board is made up of eight citizens who are appointed by the Governor and confirmed by the Senate. Board members serve eight-year staggered terms.¹²

1998 charter legislation establishes the SBOE as the State Authorizer of charter schools - the entity that gives official approval to, regulates and conducts evaluations of charter sponsors and charter schools.

As State Authorizer the State Board is both architect of Missouri's charter accountability environment, and chief accountability agent. The SBOE is responsible for:

- 1) **Formulating regulations**¹³ to guide Missouri's charter sector
- 2) **Evaluating new sponsor applicants and existing charter sponsors** to ensure performance criteria in both statute and regulations are met. This evaluation authority entails sanctioning sponsors, or removing sponsorship authority, as needed
- 3) **Granting final approval** to new schools and charter renewals¹⁴
- 4) **Calculating and publishing annual report cards** for individual charter schools, to facilitate the charter school sponsor's evaluation of school performance¹⁵

The State Board of Education is accountable to the Governor of Missouri and the state legislature. The State Board is supported by the Department of Elementary and Secondary Education (DESE), which both staffs and advises the State Board in conducting its work.

⁸ Joint Committees are committees made up of both members of the House and members of the Senate. Statutory Committees are committees established by law.

⁹ See generally, [MISSOURI JOINT COMMITTEE ON EDUCATION](#)

¹⁰ RSMo. §160.400.12: "Sponsors receiving funds under subsection 11 of this section shall be required to submit annual reports to the joint committee on education demonstrating they are in compliance with subsection 17 of this section."

¹¹ See MO DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION: [About the State Board](#)

¹² *Id.*

¹³ Regulations are rules and directives made and maintained by an authority, in this case the State Board of Education.

¹⁴ RSMo. §160.405.3

¹⁵ RSMo. §160.405.15



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1. Formulating Regulations. As State Authorizer of charter schools, the SBOE is responsible for developing the regulations that guide Missouri’s charter school sector.¹⁶ These regulations include the Standards for Charter Sponsorship, which provide the foundation for both the application and evaluation processes for charter school sponsors.¹⁷

The “Standards for Charter Sponsorship”¹⁸ lay out the State Board’s expectations of sponsors’ role in promoting charter school accountability and compliance in six main areas:

MISSOURI STANDARDS FOR CHARTER SPONSORSHIP

<ul style="list-style-type: none"> 1) Sponsor Commitment and Capacity 2) Application Process and Decision Making 3) Charter Contract 	<ul style="list-style-type: none"> 4) Ongoing Oversight and Evaluation 5) Fiscal Oversight 6) Renewal, Replication, Expansion and Revocation
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Each of the six sponsorship standards is accompanied by a summary overview and a detailed explanation of what is required of sponsors to meet the Standard criteria.

Sponsorship Standard 4 - Ongoing Oversight and Evaluation, outlines what is required of sponsors in this realm:

Standard 4: Ongoing Oversight and Evaluation.¹⁹ The sponsor conducts charter school oversight that evaluates charter school performance; monitors charter school compliance with both federal and state statutes and regulations; ensures charter school autonomy; protects student rights; informs charter school intervention, probation, revocation, and renewal decisions; and provides annual public reports on charter school performance. The sponsor shall—

(A) Implement a comprehensive performance accountability and compliance monitoring system that -

1. Is defined in the charter contract
2. Provides the sponsor with the information necessary to make thorough and evidence-based intervention, probation, renewal, non-renewal, and revocation decisions; and

¹⁶ Other regulations developed by SBOE/DESE that guide charter practice include: 5 CSR 20-100.265 Charter School Closure; 5 CSR 20-100.270 Charter Sponsorship Inflation Adjustment; 5 CSR 20-100.280 Charter School Expedited Renewal Application Process. These rules and regulations can be accessed via the [Missouri Secretary of State website](#).

¹⁷ RSMo. §160.400.17(1): “The state board shall notify each sponsor of the standards for sponsorship of charter schools, delineating both what is mandated by statute and what best practices dictate.”

¹⁸ See appendix for complete Standards of Charter Sponsorship.

¹⁹ 5 CSR 20-100.260, DESE Standards for Charter Sponsorship, Standard 4 – Ongoing Oversight and Evaluation

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3. Effectively streamlines federal, state, and local performance expectations and compliance requirements while protecting charter school autonomy and minimizing charter school administrative and reporting burdens

(B) Define and communicate this performance accountability and compliance monitoring system to charter schools, including the process, methods, and timing of gathering and reporting charter school performance and compliance data;

(C) Visit each charter school as appropriate and necessary for collecting data that cannot otherwise be obtained and in accordance with the contract, while ensuring that the frequency, purposes, and methods of such visits respect charter school autonomy and avoids operational interference;

(D) Communicate regularly with charter schools, as needed, including both school leaders and governing boards, and provide timely notice of contract violations, performance deficiencies, and mandated interventions, including probationary status

(E) Evaluate and publish on the sponsor's website an annual performance report for each charter school, which shall include an analysis of each charter school's performance and progress toward meeting the expectations and targets stated in the charter contract, including subgroup performance and essential compliance requirements, and clearly communicate evaluation results to the charter school's governing board and leadership;

(F) Refrain from directing charter school decisions or choices that are appropriately within a school's purview under the charter law or contract.

Standard 4 goes on to address the monitoring of compliance with all state and federal requirements and guidelines regarding service to students (G); oversight of enrollment and admissions processes (I, J); the charter board's compliance with various laws (K); and ensuring charter board members awareness and access to professional development and training opportunities (L).

Collectively, these Standards of Charter Sponsorship provide a blueprint, or playbook, for sponsors regarding their roles and responsibilities as charter sponsors.

2. Evaluating New Sponsor Applicants and Existing Charter Sponsors. The State Board of Education determines who is eligible to sponsor charter schools, and who may continue to sponsor charter schools, through its evaluation processes for both new sponsor applicants and existing sponsors.

Evaluating New Sponsor Applicants. State statute dictates the type of organizations and institutions that are eligible to become charter sponsors.²⁰ It also dictates the process and content of a new sponsor

²⁰ RSMo. §160.400.3



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application. Interested eligible sponsors have the opportunity, once a year, to submit an application that includes:

- 1) Written notification of intent to serve as a charter school sponsor
- 2) Evidence of budget and sponsor capacity
- 3) An outline of the Request for Proposal that the applicant sponsor would, if approved, issue to solicit charter school applicants
- 4) The performance contract the applicant sponsor would, if approved, use to evaluate the schools it sponsors
- 5) The applicant sponsor's renewal, revocation, and nonrenewal processes²¹

Standards for Charter Sponsorship provide more detail and specify additional criteria that new sponsor applicants must meet to become sponsors.²² For applicants that are approved by the State Board, the Department of Elementary and Secondary Education executes a six-year, renewable sponsorship contract.²³

Evaluating Existing Sponsors. The most important lever the SBOE has to ensure sponsor performance, decision making and compliance over time is the authority to evaluate sponsor performance. The State Board determines, based on this evaluation, whether the sponsor's authority to sponsor schools should be renewed, remediated or removed.

By law, SBOE evaluations of charter sponsors must be conducted every three years:

"The state board shall evaluate sponsors to determine compliance with these standards every three years. The evaluation shall include a sponsor's policies and procedures in the areas of charter application approval; required charter agreement terms and content; sponsor performance evaluation and compliance monitoring; and charter renewal, intervention, and revocation decisions. Nothing shall preclude the department from undertaking at any time for cause."²⁴

The current sponsor evaluation framework was developed by the Department of Elementary and Secondary Education in collaboration with school sponsors and national experts. Evaluations are conducted by DESE, with findings presented to the State Board.

Based on these findings, the State Board makes a decision of:

- 1) **Renewal:** The sponsor is found to be in full compliance with statute and standard.

²¹ RSMo. §160.403.2

²² The SBOE has authorized one new sponsor, the Kansas City Public Schools district, since 2012.

²³ RSMo. §160.403.4

²⁴ RSMo. §160.400.17(1)



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- 2) **Remediation:** The sponsor is found to be in “material noncompliance”²⁵ with statute and/or standard and given “reasonable time for remediation” to address sponsorship deficiencies.²⁶
- 3) **Corrective Action:** If remediation does not address the compliance issues, corrective action may be recommended, such as withholding sponsor funding or suspending sponsorship authority.²⁷
- 4) **Removal of sponsorship authority:** The authority to sponsor charter schools is removed.

If, after a sponsor has been found to be in material noncompliance, its remediation efforts are insufficient, the State Board has the power to take corrective action by withholding funding and/or suspending sponsorship authority to new or existing schools.²⁸

3. Approving new schools and charter renewals. As State Authorizer, the State Board has final approval over both the decision a sponsor has made to approve the opening of a new charter school or to renew an existing school’s charter.

When a new charter school is approved by a sponsor, the school’s charter application must be submitted by the sponsor to the State Board, which has 60 days to approve or deny the application based on whether a) the application meets the requirements laid out in state charter law and b) the sponsor has met its requirements as a charter sponsor under the law.²⁹ Once negotiated, new charter contracts are approved for an initial term of five years.³⁰

The State Board also has the authority of final approval over a sponsor’s decision to renew - or non-renew - an existing school’s charter contract, based on whether the sponsor is in compliance with law and standard and the school meets renewal objectives under statute.³¹ The State Board and DESE must adhere to statute in making these decisions.³² Renewals are granted for a five-year period or, in the case of schools who meet the definition of “high quality” under state law, for up to ten years.³³

²⁵ Material noncompliance exists when a party exhibits a continual pattern of noncompliance, or when a party demonstrates an inability or an unwillingness to resolve any noncompliance matter in a timely manner.

²⁶ “Reasonable time” is not defined by statute - and is thus determined by the SBOE.

²⁷ RSMo. §160.400.17(2)

²⁸ *Id.*

²⁹ RSMo. §160.405.3: “The SBOE may deny a charter on grounds that the application fails to meet the requirements of sections 160.400 to 160.425 and section 167.349 or that a charter sponsor previously failed to meet the statutory responsibilities of a charter sponsor.”

³⁰ 5 CSR 20-100.260, Standards for Charter Sponsorship, Standard 3 – Charter Contract (A); RSMo. §160.405.1(9)

³¹ RSMo. §160.405.9(3)(d): “If a charter school sponsor demonstrates the objectives identified in this subdivision, the state board of education shall renew the school’s charter.”

³² Ashley Jost, [Gordon Parks Elementary Court Battle Could Indicate Future Legislative Involvement](#), (The Missouri Times), July 30, 2013.

³³ RSMo. §160.408.3



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4. Calculating and publishing annual report cards for individual charter schools. The State Board, supported by the Department of Elementary and Secondary Education, is also responsible for calculating and publishing an annual performance report (APR) for each charter school in the same manner that these reports are calculated and published for school districts and district school buildings.³⁴

The APR is a criterion used to determine where charter schools are permitted to operate,³⁵ whether or not a school meets the designation of “high quality” under state law,³⁶ and whether or not a school is eligible for an expedited charter renewal process.³⁷ It is also included in the monitoring plan under which charter sponsors evaluate the academic performance of students enrolled in the charter school,³⁸ and is used to determine performance consequences in charter school contracts.³⁹

III. CHARTER SPONSORS

In Missouri, charter sponsors are responsible for ensuring that charter schools uphold their contractual obligations laid out in the school’s charter contract. The following types of organizations are eligible to sponsor charter schools, pending approval of their sponsorship application:

- **The school board of a district**, in any district which is sponsoring a charter school
- **Public four-year colleges or universities** with approved teacher education programs that meet regional or national accreditation standards
- **A community college**, the service area of which encompasses some portion of the district
- **Private four-year colleges or universities** with over 1000 students that are based in Missouri and have an approved teacher preparation program
- **Any two-year private vocational or technical school** that is a 501(c)3 nonprofit organization and has its primary campus in Missouri⁴⁰
- **The Missouri Charter Public School Commission**, created by law in 2012⁴¹

Under statute, approved charter sponsors are responsible for:

³⁴ RSMo. §160.405.15

³⁵ RSMo. §160.400.2(4)

³⁶ RSMo. §160.408.1(1)

³⁷ RSMo. §160.405.9(d)

³⁸ RSMo. §150.405.3

³⁹ RSMo. §160.400.11(3)

⁴⁰ RSMo. §160.400.3

⁴¹ RSMo. §160.425: The Missouri Charter Public School Commission was created by statute “to sponsor high quality charter schools throughout the state of Missouri.” The Commission is composed of nine members appointed by the governor, by and with the advice and consent of the senate. While subject to the same laws and standards as other Missouri charter sponsors, the Commission was not subject to the new sponsor application process. RSMo. §160.403.2(3). “In the event that the SBOE removes the authority to sponsor a currently operating charter school under any provision of the law, the Missouri Charter Public School Commission becomes sponsor of the school” RSMo. §160.425.17(4).



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- 1) **Maintaining a comprehensive new school application process** for evaluating new charter applications
- 2) **Negotiating contracts** with charter schools that clearly articulate the rights and responsibilities of each party
- 3) **Conducting contract oversight** to evaluate performance, monitor compliance, and ensure autonomy
- 4) **Designing and implementing a transparent and rigorous school evaluation process** to make merit-based renewal decisions⁴²
- 5) **Making merit-based decisions on charter school renewals** using comprehensive performance data

In conducting all of this work, sponsors must also **protect charter school autonomy**, or their ability to self-govern.

Charter sponsors are accountable to the State Board of Education and are evaluated by the State Board according to a comprehensive performance framework every three years.⁴³

1. Maintaining a comprehensive new school application process. Each Missouri charter sponsor must develop and implement a comprehensive application process for soliciting and evaluating new charter applicants.⁴⁴ Setting forth stringent requirements for charter approval and new school openings helps ensure that only the most qualified charter applicants are able to start new schools, reducing the likelihood of school remediation and closure down the road.

According to Standard: “The sponsor shall...develop and make readily available a charter application that:

- **Includes comprehensive questions** to elicit the information needed for a rigorous evaluation of the applicant’s plans and capacity
- **Clearly articulates any chartering priorities** the sponsor may have established, including the priority to serve high risk students
- **Includes clear criteria** for the evaluation of charter applications⁴⁵

⁴² RSMo. §160.400.11

⁴³ RSMo. §160.400.17(1)

⁴⁴ 5 CSR 20-100.260, Standards for Charter Sponsorship, Standard 2 - Application Process and Decision Making:

“The sponsor implements a comprehensive application process that includes clear application materials and guidance; follows fair, transparent procedures, timelines and rigorous evaluation criteria; and approves only those charter applications that demonstrate a strong capacity to establish and operate quality charter schools.”

⁴⁵ *Id.* at Standard 2(B)2 - Application Process and Decision Making



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Sponsors evaluate applications from prospective schools based on this comprehensive process and grant charters only to qualified applicants who demonstrate a strong capacity to establish and operate quality schools.

For charter applications that are denied,⁴⁶ sponsors must promptly notify the applicant in writing explaining the factors that determined the decision.⁴⁷

2. Negotiating contracts with charter schools. The charter contract articulates the rights and responsibilities of each party regarding charter school autonomy, expected outcomes, measures for evaluating success or failure, and performance consequences.⁴⁸ It is negotiated and executed by the charter sponsor and charter school governing board after sponsor approval of the charter application.

The charter contract is the bedrock of the charter school model. It defines the standards for intervention, probation, renewal, non-renewal, and revocation, as well as the consequences for not meeting those standards. It includes a set of reasonable pre-opening requirements or conditions for opening to ensure that new schools meet all health, safety, and other legal requirements prior to opening. And it lays out the process that charter schools and sponsors must follow to amend charter contracts and the types of material modifications that require sponsor approval.⁴⁹

The charter contract also includes a performance contract.⁵⁰ This contract includes clearly defined performance expectations for all students and student subgroups, financial performance expectations (measuring both near and long-term financial health); and organizational performance expectations, including compliance with all governance-related laws, the fulfillment of all state and federal requirements regarding fair and appropriate service to students with disabilities, and the maintenance of a safe and operationally sound facility.⁵¹

3. Conducting contract oversight. Strong charter school accountability depends on rigorous contract oversight.

Oversight begins with monitoring of a new charter school's pre-opening activities and continues throughout the duration of the charter contract, culminating in the charter renewal process.⁵²

⁴⁶ RSMo. §160.405.2(4): "If a proposed charter is denied by a sponsor, the proposed charter may be submitted to the state board of education, along with the sponsor's written reasons for its denial. If the state board determines that the application meets the requirements of this section, that the applicant is sufficiently qualified to operate the charter school, and that granting a charter to the applicant would be likely to provide educational benefit to the children of the district, the state board may grant a charter and act as sponsor of the charter school."

⁴⁷ 5 CSR 20-100.260, Standard 2(K) - Application Process and Decision Making

⁴⁸ *Id.*, Standard 3 - Charter Contract

⁴⁹ *Id.* at Standard 3(A)3 - Charter Contract

⁵⁰ RSMo. §160.405: "The charter should include a legally binding performance contract that describes the obligations and responsibilities of the school and the sponsor."

⁵¹ 5 CSR 20-100.260, Standards for Charter Sponsorship, Standard 3(B)3 - Charter Contract

⁵² RSMo. §160.405.1(11)



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Sponsors review schools' academic, fiscal and operational performance on an annual basis. They monitor school compliance with both federal and state statutes and regulations. When schools are out of compliance, sponsors conduct interventions or suggest remedial action to ensure compliance.

They protect student and school rights by ensuring roles and responsibilities are upheld according to contract terms.

And sponsors monitor charter board compliance with governance-related laws, including: retention of necessary board records, submission of financial interest statements, maintenance of conflict-of-interest policies and procedures, maintenance of policy to address parent or guardian grievances, and conducting board and committee work in adherence with Missouri's Open Records and Meetings (Sunshine) Law.^{53 54}

In conducting this work, sponsors communicate regularly with charter school leaders and governing boards and provide timely notice of contract violations, performance deficiencies, and mandated interventions, including probationary status.⁵⁵

Ongoing contract oversight informs school intervention, probation, revocation and renewal decisions.

Sponsors may revoke a charter at any time during the charter term if there is clear evidence of underperformance or violation of law or the public trust that imperils students or public funds.⁵⁶

4. Designing and implementing a transparent and rigorous school evaluation process. Ongoing contract oversight culminates in a more comprehensive evaluation process, conducted by the charter sponsor prior to the expiration of the school's charter. This evaluation process ultimately leads to the sponsor making a merit-based decision on whether the school should continue operating, close or face some type of remediation.

The charter renewal process, which occurs every five to ten years depending on the length of the school's charter, is based on a thorough analysis of a comprehensive body of objective evidence. It takes into account whether:⁵⁷

- The charter school has maintained results on its annual performance report that meet or exceed the district in which the charter school is located based on the performance standards that are applicable to the grade-level configuration of both the charter school and the district in which the charter school is located in three of the last four school years

⁵³ 5 CSR 20-100.260, Standards for Charter Sponsorship, Standard 4(K) - Ongoing Oversight and Evaluation

⁵⁴ Eric Schmitt: [Missouri Sunshine Law: Open Meetings and Records Law](#), OFFICE OF MISSOURI ATTORNEY GENERAL (2019)

⁵⁵ 5 CSR 20-100.260, Standards for Charter Sponsorship, Standard 4(D) - Ongoing Oversight and Evaluation

⁵⁶ *Id.*, Standard 6(H) - Renewal, Replication, Expansion, Revocation and Closure Decision Making

⁵⁷ RSMo. §160.405.9(2)(b)



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- The charter school is organizationally and fiscally viable, determining at a minimum that the school does not have:
 - A negative balance in its operating funds
 - A combined balance of less than three percent of the amount expended for such funds during the previous fiscal year; or
 - Expenditures that exceed receipts for the most recently completed fiscal year
- The charter school is in compliance with its legally-binding performance contract and charter law

Sponsors provide each charter school, in advance of the renewal decision, with a cumulative report that summarizes the school's performance over the charter term and compares it to the expectations set forth in the charter contract. The performance report states the sponsor's summary findings and its renewal prospects.⁵⁸

5. Making merit-based decisions on charter school renewals.⁵⁹ Charter sponsors use the information and analysis gathered through the comprehensive school evaluation process to make merit-based decisions on granting charter school renewals.

- **Renewal.** Sponsors grant charter renewals to charter schools that have achieved the performance expectations and corresponding targets stated in the charter contract, are organizationally and fiscally viable, and have been diligent to the terms of the contract and applicable law.
- **Probation.** The sponsor may place the charter school on probationary status to allow the implementation of a remedial plan, which may require a change of methodology, a change in leadership, or both. If such plan is unsuccessful, the charter may be revoked.
- **Non-renewal.** In the event that a school has not achieved those expectations, the sponsor can make a decision to non-renew the school's charter. Non-renewal generally leads to school closure.
- **Revocation.** A sponsor has the authority to revoke a charter during the charter term if there is either: a) clear evidence of underperformance as demonstrated in the charter school's annual performance report in three of the last four school years; or, b) a violation of the law or public trust that imperils students or public funds. Revocation constitutes immediate intervention with parameters to close.

In executing all of these responsibilities – from maintaining a new school application process to making data-driven decisions about charter renewals – the charter sponsor is charged with **protecting school autonomy**, the school's ability to self-govern.

⁵⁸ 5 CSR 20-100.260, Standards for Charter Sponsorship, Standard 6(B) - Renewal, Replication, Expansion, Revocation and Closure Decision Making

⁵⁹ In some cases, the charter school board, in consultation with the sponsor, may choose to voluntarily relinquish, or give up, the school's charter rather than pursue charter renewal. This action results in school closure.



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Statute dictates that charter contracts are negotiated to clearly articulate the rights and responsibilities of each party regarding school autonomy⁶⁰ and that contract oversight should ensure autonomy under applicable law.⁶¹ Sponsorship Standards are more prescriptive, directing sponsors to “Refrain from directing charter school decisions or choices that are appropriately within a school’s purview under the charter law or contract,”⁶² to “avoid operational interference,”⁶³ and to streamline performance expectations and compliance requirements while “protecting autonomy and minimizing school administrative and reporting burdens.”⁶⁴

Who pays for charter sponsorship? The financial relationship between sponsors and charter schools is structured to preserve charter school autonomy while protecting sponsors’ ability to provide impartial oversight.

Sponsors are not allowed to receive any fees from charter school applicants, nor may they condition consideration of a charter on the promise of future payment of any kind.⁶⁵

To defray the costs associated with sponsorship, the Department of Elementary and Secondary Education retains 1.5 percent of each charter school’s state and local funding, not to exceed \$125,000 annually.⁶⁶ If the sponsor meets its obligations under law, the Department sends these funds to the school’s sponsor.⁶⁷

It must also demonstrate that 90 percent or more of its sponsorship funds are expended in support of its charter school sponsorship program, or as a direct investment in sponsored schools.⁶⁸

What constitutes sponsor “direct investment” in charter schools? As noted above, the financial relationship between sponsors and charter schools is structured to preserve school autonomy while protecting sponsors’ ability to provide impartial, rigorous oversight. According to law, 90 percent or more of these sponsorship funds must be expended in support of the school’s sponsorship program, or as a direct investment in sponsored schools.

Charter law, however, does not define what constitutes “direct investment,” leaving the door open to individual sponsor interpretation as to what this means in practice. For some sponsors it means school support, in which the sponsor plays a hands-on role in providing training and programmatic support to schools they oversee. For others, direct investment is limited to administrative support only.

⁶⁰ RSMo. §160.400.11(3)

⁶¹ RSMo. §160.400.11(4)

⁶² 5 CSR 20-100.260, Standards for Charter Sponsorship, Standard 4 - Ongoing Oversight and Evaluation

⁶³ *Id.* at Standard 4(C) - Ongoing Oversight and Evaluation

⁶⁴ *Id.* at Standard 4(A)3 - Ongoing Oversight and Evaluation

⁶⁵ RSMo. §160.400.6

⁶⁶ Adjusted for inflation

⁶⁷ RSMo. §160.400.11

⁶⁸ RSMo. §160.400.11(1)



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The importance of separating school oversight and school support functions. To protect the integrity of the school oversight function and avoid the potential conflict of interest which results from sponsors evaluating schools for which they also provide technical assistance, the National Association of Charter School Authorizers recommends that school support *not* be part of the charter oversight and accountability function that sponsors provide. Rather, accountability should be limited solely to approving new schools, evaluating them, and determining, upon renewal, whether they should continue to serve students or close.⁶⁹

When school support is provided, it should be provided completely independently of the sponsor's school oversight function, with a firewall between these functions. For example, for one charter sponsor in St. Louis, charter sponsorship is conducted through the institution's Government Affairs office and is entirely separate, both financially and administratively, from school support that other departments at the institution may provide.

IV. CHARTER PUBLIC SCHOOL GOVERNING BOARDS

As self-governing public schools, each charter school has its own governing board. Charter governing boards provide the first layer of oversight and accountability for charter public schools. They are accountable to the charter sponsor for charter school performance.

Charter governing boards are responsible for:

- 1) **Contracting** with the school sponsor
- 2) **Governing the school** in fidelity to the charter contract and in compliance with federal, state, and local laws and regulations

In fulfilling these responsibilities, charter school boards are subject to both charter law and laws governing nonprofit organizations in the state of Missouri. They are also subject to federal law.

Charter Law: Under charter law, charter school boards are accountable both to the charter sponsor and the State Board of Education. Board members are considered decision-making public servants, subject to the laws and regulations that guide the work of public officers and employees.⁷⁰ Charter law also protects schools from conflicts of interest and establishes guidelines for ethical behavior and for addressing conflicts of interest.⁷¹

⁶⁹ Katie Piehl, [What's in a name? Authorizing vs. Sponsorship](#), NATIONAL ASSOCIATION OF CHARTER SCHOOL AUTHORIZERS BLOG (May 21, 2013) (last visited 6/21/21).

⁷⁰ RSMo. §160.400.15

⁷¹ RSMo. §160.400.15: "Charter board members may not hold any office or employment with the school while serving as a governing board member, nor can they have any interest in organizations or entities employed by, or contracting with the school. Board members cannot be employees of companies that provide substantial services to the school."



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Nonprofit Law. Under Missouri nonprofit law, charter schools are legitimate, legal entities and are required to comply with all requirements of Chapter 355, Missouri’s Nonprofit Corporation Law.⁷² Their nonprofit status means that charter boards are self-determining: board members are appointed, not elected.⁷³ It also means that charter boards are subject to Missouri’s Sunshine Law and that charter board meetings, records and deliberations must be open and accessible to the public.⁷⁴

Federal Law. As nonprofit organizations, charter schools also have status as tax-exempt organizations per IRS Code 501(c)(3). The IRS reviews Form 990s filed by tax-exempt organizations⁷⁵ and can bring enforcement actions if a charter school is out of compliance.

1. Contracting with the School Sponsor. The charter contract is a legal contract between the sponsor and the charter school governing board. It is the bedrock of the charter public school model. The charter articulates the rights and responsibilities of each party regarding charter school autonomy, expected outcomes, measures for evaluating success or failure, and performance consequences.⁷⁶

The governing board negotiates the charter contract with the sponsor following approval of the school’s charter application. The board represents the school’s interests in the contract negotiation process, ensuring the expectations laid out in the contract are realistic, achievable and protect the school’s autonomy.⁷⁷

The charter contract is a living document and is monitored by both the governing board and charter sponsor throughout the duration of the charter term. As the school evolves and needs change, the governing board can request to amend the charter, with sponsor approval.⁷⁸

2. Governing the School. The charter governing board is accountable for school performance. After negotiating the charter contract, the board’s job is to ensure the school meets the performance expectations laid out in its charter.

The governing board formulates policy, provides fiscal oversight, and makes operational decisions to support the school in meeting its contractually-obligated performance expectations.⁷⁹ This includes recruiting, hiring, and holding school leadership accountable for day-to-day school leadership.

⁷² RSMo. §355.001 *et seq.*

⁷³ RSMo. §160.400.8: “As a nonprofit corporation incorporated pursuant to chapter 355, the charter school shall select the method for election of officers pursuant to section 355.326 based on the class of corporation selected.”

⁷⁴ RSMo. §610.011: “It is the public policy of this state that meetings, records, votes, actions and deliberations of public governmental bodies be open to the public unless otherwise provided by law.”

⁷⁵ Form 990 is an IRS form that provides the public with financial information about a nonprofit organization

⁷⁶ 5 CSR 20-100.260, Standards for Charter Sponsorship: Standard 3 - Charter Contract

⁷⁷ RSMo. §160.405.1(2): As self-governing schools, charter boards have the flexibility to determine “the nature and extent of parental, professional educator, and community involvement in the governance and operations of the charter school.”

⁷⁸ RSMo. §160.405.6

⁷⁹ RSMo. §160.405.1(2)



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The board communicates regularly with the charter sponsor throughout the contract duration. Contract violations, performance deficiencies or mandated interventions are communicated directly to the board by the charter sponsor.⁸⁰

Charter law also specifies that the sponsor, governing board and charter school staff jointly review the school's performance, management and operations during the first year of school operations and then every other year. A joint performance review must also be conducted at any point where the operation or management of the school changes or is transferred to another entity.⁸¹

Finally, charter governance boards are required, under law, to make information about the school and its performance available to parents and community members within the school district in which it operates. By law, a charter school must make available for public inspection, and provide upon request: 1) the school's charter; 2) its most recent annual performance report card; 3) the results of background check on the charter board's members; and, 4) if a charter school is operated by a management company, a copy of the written contract between the governing board and the educational management organization or charter management organization.⁸²

Charter governance boards carry out all of these responsibilities in compliance with federal, state, and local laws, and in fidelity to the charter contract itself.

CONCLUSION

The idea of school-level accountability is one of chartering's most significant contributions to public schooling. No charter public school has the "right" to operate in perpetuity; rather, a school must "earn" the right to stay open by demonstrating, through evaluations conducted at regular intervals, that it is meeting the performance expectations outlined in its charter, or contract.

This MCPSA White Paper on Charter School Accountability is intended to provide a fact-based, high-level overview of the key roles and responsibilities of different actors in holding Missouri charter public schools accountable. It is also intended to provide greater access to state law and regulations for those interested in learning more about Missouri charter public schools and the statutes and rules which govern them.

As the paper illustrates, Missouri's charter school accountability landscape is multi-layered, with the State Legislature, the State Board of Education, charter sponsors, and charter school governing boards each playing distinct roles in holding schools accountable. These multiple layers of oversight help ensure that Missouri's charter public schools continue to deliver value to Missouri students and taxpayers.

⁸⁰ 5 CSR 20-100.260, Standards for Charter Sponsorship: Standard 4(D) – Ongoing Oversight and Evaluation

⁸¹ RSMo. §160.405.6

⁸² RSMo. §160.410.4



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The Missouri Charter Public Schools Association believes that cultivating a better understanding of the role of accountability in the charter school model is essential both to fostering a strong accountability environment and protecting charter schools' ability to self-govern. As charter public schools in Missouri enter their third decade of operation, and as charter enrollment in our state continues to grow, both strengthening accountability and protecting autonomy will be critical to ensuring that charter schools continue to deliver on the promise of this innovative public school model.

Please direct related inquiries to Doug Thaman, MCPSA Executive Director, at dthaman@mocharterschools.org.



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UNDERSTANDING CHARTER PUBLIC SCHOOL ACCOUNTABILITY IN MISSOURI

APPENDIX

- Public School Laws of Missouri - <https://revisor.mo.gov/main/OneChapter.aspx?chapter=160>
- Code of State Regulations, Department of Elementary and Secondary Education - <https://www.sos.mo.gov/adrules/csr/current/5csr/5csr>

Cover Sheet

Charter School Board Member Draft

Section: VII. Governance and Board Development
Item: B. Charter School Board Member Draft
Purpose: Vote
Submitted by:
Related Material: BKC CSBD_2022.pdf



The Charter School Board Draft is an opportunity to connect leaders in the community to promising Charter schools seeking talented and committed members to serve on their school boards. Modeled after the NFL Draft, which will be hosted in Kansas City in 2023, the Charter School Board Draft will provide an evening to celebrate our local Charter schools, their students, and current leaders serving on Charter boards. Schools register to participate in the draft by emailing Dr. Cokethea Hill no later than **December 1, 2021**. All participating schools will go into a randomized lottery on Saturday July 30, 2022 to determine the order of draft picks.

School commitment: Charter school leaders will have an opportunity to highlight their school by hosting a school tour for candidates. School Board members will have multiple opportunities to meet candidates via participation in the interview process, candidate “speed dating” events, and during Charter school board governance training. Board Chairs will have the opportunity to meet individually with their top 2-3 candidates for lunch. Each Board must designate a representative to select their candidate during the draft. School boards must commit to seating the selected candidate on the board within 8 months and must involve the candidate in ad-hoc committees if there is a waiting period to join the board.

School Receive: Schools receive access to a pipeline of quality school board candidates specifically trained on charter school governance. School logos will be featured on all paid and earned media highlighting the Charter School Board Draft. BLAQUE’s technology team will record a short promo video (*school gives final approval*) that will be shared on all social media platforms and with local news stations. Prior to the draft, School leaders will have an opportunity to highlight their school’s success as a guest speaker on our *Get Schooled* podcast. Additionally, each school will receive a designated table (10 tickets) to the Charter School Board Draft and the school’s logo will be featured on all event materials. Given this is the first Charter School Board Draft, all participating schools will be recognized by BLAQUE as an official founding school!

Important dates to remember:

- Deadline for schools to register for the school board draft: December 1st, 2021
 - Email Dr. Cokethea Hill at chill@BLAQUEKC.com to register
- Applications for prospective board candidates opens February 2022
- Candidate interviews begin in March with finalist announced by April 30, 2022
- All candidate events (Governance Academy, media day, speed dating, lunch and learns, and school tours will be scheduled May - July 15th)
- **The Charter School Board Draft will be hosted July 30, 2022 at Arrowhead Stadium (cocktail attire)**

Cover Sheet

HPA Policy Update

Section: VIII. New Business
Item: A. HPA Policy Update
Purpose: Vote
Submitted by:
Related Material: HPA Board Policy Updates - 9.27.2021.pdf



HPA Board Policy Updates - September 27, 2021

Our sponsor has completed an audit of our board policies and found both missing policies and those that are out of compliance. We have provided the new and revised policies below which conform to the language recommended by the Missouri Public Charter School Association (MPCSA). We are asking for the Board's approval.

In addition, we are revising an existing policy on School & Community Relations and proposing a new policy on Attendance & Participation for our Virtual Learning Students. We are also asking for the Board's approval on these changes.

Finally, we also need to update our policies on personal leave, school attendance, and discipline. We are still working on this and plan to present them to the Board at the October meeting for review and approval.

Once adopted, these policies will be integrated with our existing policies and the Board committees will begin a review of each section of the policy manual. It has been about two years since we have done a full policy review. Our goal is to complete that review by 6/30/22, the end of this fiscal year.



HPA Board Policy Updates - September 27, 2021

Sunshine Law Policy

WHEREAS, Section 610.023.1, RSMo, provides that a public governmental body must appoint a custodian to maintain that body's records and the identity and location of the custodian is to be made available upon request; and

WHEREAS, Section 610.026, RSMo, sets forth that a public governmental body shall provide access to and, upon request, furnish copies of public records; and

WHEREAS, Section 610.028.2, RSMo, provides that a public governmental body shall provide a reasonable written policy in compliance with sections 610.010 to 610.030, RSMo, commonly referred to as the Sunshine Law, regarding the release of information on any meeting, record, or vote.

NOW, THEREFORE, BE IT RESOLVED:

1. That Jan Thomas be and hereby is appointed custodian of records of Hogan Preparatory Academy and that such custodian is located at 6409 Agnes, Kansas City, MO 64132.
2. That said custodian shall respond to all requests for access to or copies of a public record within the time period provided by the statute except in those circumstances authorized by statute.
3. That the fees to be charged for access to or furnishing copies of records shall be as hereinafter provided:
 - a. Paper copies - 10 cents per page for copies 9 x 14 or smaller
 - b. Duplicating time - \$15 per hour
 - c. Research time - billed at actual cost
4. That it is the policy of the Hogan Preparatory Academy Board that meetings, records, votes, actions and deliberations of this body shall be open to the public unless otherwise provided by law.
5. That Hogan Preparatory Academy hereby closes all public records to the extent authorized by law.
6. That Hogan Preparatory Academy shall comply with sections 610.010 to 610.035, RSMo, the Sunshine Law, as now existing or hereafter amended.



HPA Board Policy Updates - September 27, 2021

Annual Operating Budget Policy

The Board of Hogan Preparatory Academy adopts the following policy which shall be effective on the date that the policy is adopted by the Board.

SECTION 1. Budget Process

1.1 The Superintendent or his designee will ensure that Hogan Preparatory Academy follows a budgeting process that is consistent with the requirements of all applicable state and federal laws and regulations.

1.2 Each year the Chief Finance and Accountability Officer is required to submit to the Board for consideration a detailed annual budget showing estimates of income and expenditures for the ensuing fiscal year.

1.3 Each year before the annual operating budget is drafted the Chief Finance and Accountability Officer shall ensure that a needs assessment of Hogan Preparatory Academy is drafted and finalized by the finance committee consisting of the CFO, the School Leader, and other individuals designated by the board. The needs assessment shall inform the drafting of the annual budget.

1.4 The Board shall formally adopt the budget in an open meeting held in accordance with the Board's bylaws by June 30, pursuant to all applicable laws and regulations and before the expenditure of any funds. The approved estimated expenditures for each fund shall not exceed the estimated revenues to be received plus the unencumbered beginning cash balance for the fund.

1.5 The Secretary of the Board will record the adoption of the budget and any amendments in the Board meeting minutes in which the adoption occurs.

1.6 After the beginning of the fiscal year, the Superintendent and Chief Finance and Accountability Officer shall review with the Board the adopted budget in relationship to the beginning cash balances for each fund.

SECTION 2. Fiscal Compliance

The Chief Finance and Accountability Officer shall ensure that Hogan Preparatory Academy complies with all state and federal laws and rules concerning the budget and related processes of the school.



HPA Board Policy Updates - September 27, 2021

Payroll Policy

The Board of Hogan Preparatory Academy adopts the following policy which shall be effective on the date that the policy is adopted by the Board.

SECTION 1. Accurate & Timely Payroll

The Chief Finance and Accountability Officer shall ensure that school employees are paid accurately and timely in accordance with applicable laws and rules.

SECTION 2. Payment of School Employees

School employees shall be paid:

- a. In United States currency;
- b. By a written instrument (e.g. check) issued by the employer that is negotiable on demand at full face value for United States currency; or
- c. By the electronic transfer of funds to the employee's bank account pursuant to a direct deposit agreement signed by the employee.

SECTION 3. Paydays

Paydays for all HPA employees shall be on the 15th and 30th of each month.

SECTION 4. Withholding of Wages

The Chief Finance and Accountability Officer shall ensure that the wages of school employees are not withheld except in the following situations as permitted by applicable law and rules.

- a. The school is ordered to do so by a court of competent jurisdiction;
- b. The school is authorized to do so by state or federal law; or
- c. The school has written authorization from the employee to deduct part of their wages for a lawful purpose

SECTION 5. Teachers Retirement System

As prescribed by Statute, all teachers at Hogan Preparatory Academy shall be members of the Kansas City Public Schools Retirement System and subject to its regulations. The Board shall expend for teacher retirement and compensation for instructional staff an amount that reflects the requirements as outlined in Missouri State Statute and Department of Elementary and Secondary Education regulation.



HPA Board Policy Updates - September 27, 2021

Capital Assets Accounting Policy

The Board of Hogan Preparatory Academy adopts the following policy which shall be effective on the date that the policy is adopted by the Board.

Section 1.1. Definition of a Capital Asset

A capital asset that is tangible in nature; has a life that exceeds one year; of significant value (\$5,000 per unit); and reasonably identified and controlled through a physical inventory system. Examples include: land, buildings, machinery, and furniture.

Section 1.2 Documentation

The Chief Finance and Accountability Officer shall ensure that Hogan Preparatory Academy maintains accurate records of capital assets in accordance with applicable rules.

Section 1.3 Inventory

The Chief Finance and Accountability Officer will ensure that a physical inventory of capital assets takes place once every two years.

Section 1.4 Annual Audit

The annual financial audit required by the Board shall include an exhibit in the audit report identifying all capital assets and the ownership interest of local, state and federal parties.



HPA Board Policy Updates - September 27, 2021

Authorized Signatures Policy

The Board of Hogan Preparatory Academy adopts the following policy which shall be effective on the date that the policy is adopted by the Board.

Section 1. The Board of Hogan Preparatory Academy shall designate at least one current board member to be included as an authorized signature on all financial accounts of the school.

Section 2. The Board shall notify all financial institutions that serve the school of the board member who is to be included as an authorized signature on financial accounts.

Section 3. The Board of Hogan Preparatory Academy shall annual certify to the Missouri Charter Public School Commission that the financial institutions that serve the school have on file the authorization form for the board member who is to be the signature on all financial accounts.



HPA Board Policy Updates - September 27, 2021

Family and Medical Leave Act Policy

The Board of Hogan Preparatory Academy adopts the following policy, effective on the date of adoption by the Board.

This policy is limited to any rights or benefits contained in the Family and Medical Leave Act (FMLA).

SECTION 1. Eligible Employees

1.1 Employees of Hogan Preparatory Academy who have been employed for at least twelve (12) months and who have worked at least 1250 hours during the 12 month period immediately prior to requesting leave and are employed at a worksite where 50 or more employees are located within 75 miles of the worksite are eligible to take twelve (12) weeks of unpaid leave under FMLA.

1.2 An employee may request leave for one or more of the following reasons:

1. Birth of a child and to care for the newborn child;
2. Adoption or foster placement of a child with the employee;
3. To care for the employee's spouse, son, daughter, or parent, if that person has a serious health condition;
4. Serious health condition of employee that prevents the employee from performing the job functions;
5. Because of a qualifying exigency (thereinafter defined) arising out of the fact that an employee's spouse, son, daughter or parent is a covered military member on active duty or has been notified of an impending call or order to active duty status in the National Guard or Reserves in support of a contingency operation;
6. To care for a covered service member (hereinafter defined) with a serious injury or illness when the employee is the spouse, son, daughter, parent or next of kin.

SECTION 2. Definitions

"Covered Servicemember" means a member of the Armed Forces, including a member of the National Guard of Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness. A member of the Armed Forces would have a serious injury or illness if he or she has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that the



HPA Board Policy Updates - September 27, 2021

injury or illness may render the servicemember medically unfit to perform duties of the member's office, grade rank or rating.

"Instructional employee or other key position" means an employee whose school leader function is to instruct or directly support instruction of students in a class, a small group or an individual setting or provide an essential function such as administration which would provide a disruption in the normal operations of the school.

"Parent" means a biological parent or one who acted in place of a parent when the employee was a child. The term "parent" does not include parent "in-law".

"Qualifying exigency" may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility or continuing treatment by a health care provider and has been duly documented by a health care provider.

"Son or daughter" means a biological, adopted or foster child, a step-child, a legal ward or a child for whom the employee acts as a parent. The son or daughter must be under age 18 or, if the son or daughter is age 18 or older, he/she must be incapable of self-care on a daily basis due to a documented mental or physical disability.

"Spouse" means a husband or wife.

SECTION 3. Amount and Type of Leave Taken

3.1 Except as provided below, an employee may take a total of twelve (12) weeks during any twelve-month period. The twelve-month period shall be measured backward from the date the employee begins using any FMLA leave. In the event of the birth, adoption, or foster placement of a son or daughter, all leave must be completed within twelve (12) months after the birth, adoption or foster placement.

3.2 If both spouses work for Hogan Prep and both are eligible for FMLA leave, they are authorized to take only a combined total of twelve (12) weeks during any one twelve-month period to care for a newborn or adopted child, a child placed with the employee for foster care, or a parent with a serious health condition.

3.3 Employees seeking to take Family and Medical Leave to care for a newborn or adopted child, a child placed with the employee for foster care, a parent, spouse, or child



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with a serious health condition, or because of their own serious health condition, must first exhaust any personal leave, paid vacation, applicable accumulated sick leave, and any other applicable paid leave for their Family and Medical Leave.

3.4 Intermittent or Reduced Leave - An employee may only take leave on an intermittent or reduced leave schedule when medically necessary. Hogan Prep will require a certification, in the form described in Section 3.7 below, to document the medical necessity of such intermittent leave.

3.5 Notification of Leave - If the need for FMLA leave is foreseeable, an employee requesting leave must provide at least 30 days advance notice to their manager. If such advance notice is not possible, the employee must give said notice as soon as practicable, ordinarily within one to two working days of learning of the need for leave. When planning medical treatment, the employee should make a reasonable effort to schedule the treatment so that any corresponding leave will not unduly disrupt the operations of the school or classroom instruction.

3.6 Benefits and Return to Work - Employees taking FMLA leave will continue to accrue all benefits for which they are eligible that are provided by the school while on FMLA leave. HPA will pay the employer's portion, if any, of such benefits. The employee will pay the same portion, if any, of such benefits as the employee paid before beginning leave. The employee will be billed for the employee portion of the benefits and shall timely pay required premiums in order to maintain active benefits coverage.

Hogan Prep may recover any health care benefit premiums paid on behalf of an employee if the employee does not return to work after the leave period has expired.

With the exception of paid vacation, personal, medical or sick leave required to be exhausted prior to taking unpaid leave under Section 3.3 above, the employer's absence during leave will not alter benefits which the employee accrued before taking leave.

Upon return from leave, the employee is entitled to be reinstated to a position equivalent to the one the employee held when he/she left on FMLA leave, with equivalent pay, benefits and other terms and conditions of employment. Upon proper notice, however, Hogan Prep may deny reinstatement under this policy to an employee whose salary is within the highest 10% of the employees employed by the school ("key employee") if such denial is necessary to prevent substantial and grievous economic injury to the school's operation, as determined by the Board. Employees will be notified if they are considered a key employee, if there is an intention to deny reinstatement, and of their rights in such instances.



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3.7 Required Certification and Reporting - The Board requires that a request for leave due to a serious health condition be supported by a certification issued by the appropriate health care provider of the eligible employee or of the son, daughter, spouse, or parent of the employee on a form to be provided by the Board.

This certification must include:

1. The date on which the serious health condition commenced;
2. The probable duration of the condition;
3. If the purpose of the leave is to care for a son, daughter, spouse or parent (“family member”), a statement that the employee is needed to care for the family member and the estimated time needed for such care;
4. If the leave is due to the employee’s own serious health condition, a statement that the employee is unable to perform his or her job functions. The employer may require that the eligible employee obtain subsequent recertification on a reasonable basis as requested by the Board.

Hogan Prep, at its own expense, may obtain the opinion of a second health care provider of its own choice, if it should choose to do so. If a conflict exists between the opinion in the certification and the second opinion, Hogan Prep may, at its own expense, obtain a third opinion from a health care provider upon which HPA and the employee jointly agree. Such a third opinion as to the necessity for the leave is binding on both HPA and the employee.

Upon an employee’s return after leave for his/her own serious health condition, Hogan Prep may require the employee to obtain certification from a health care provider that the employee is able to resume work.

Hogan Preparatory Academy may require an employee on FMLA leave to report periodically to their manager on the employee’s status and intent to return to work.

3.8 Special Provisions - When an instructional employee or other key position essential to the function of the school seeks intermittent leave or leave on a reduced schedule in connection with a family or personal illness that would constitute at least 20% of the total number of working days in the period during which the leave would extend, HPA may require the employee to elect to take leave in a block (not intermittently) for the entire period or to transfer to an available alternative position within the school that is equivalent in pay, for which the employee is qualified, and which better accommodates the intermittent situation.



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If the employee begins leave more than five weeks before the end of a semester, HPA may require the employee to continue taking leave until the end of the semester if:

1. The leave will last at least three weeks; and
2. The employee would return to work during the three-week period before the end of the term.



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Equal Employment Opportunity Policy

The Board of Hogan Preparatory Academy adopts the following policy, effective on the date of adoption by the Board.

SECTION 1. Equal Opportunity Employment

The School is committed to providing equal opportunity in all areas of education, recruiting, hiring, retention promotion, and contracted service. The School further commits itself to the policy that there shall be not unlawful discrimination against any person because of race, color, religion, disability, age, gender, national origin, or sexual orientation.

The School's equal opportunity policy extends to prohibitions against unlawful harassment of students or employees because of the individual's race, color, religion, disability, age, gender, national origin, or sexual orientation.

SECTION 2. Non-Discrimination Against/Accommodation of Qualified Individuals with Disabilities

Hogan Preparatory Academy shall comply with the Americans with Disabilities Act (ADA) and applicable state and local laws providing for non-discrimination in employment against qualified individuals with disabilities. Hogan Preparatory Academy shall also provide reasonable accommodations for qualified individuals in accordance with these laws. HPA shall ensure that qualified individuals with disabilities are treated in a non-discriminatory manner in the pre-employment process and during active employment with HPA.

Qualified applicants or HPA employees with disabilities should make formal requests in writing for accommodations.



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Harassment Policy

The Hogan Preparatory Academy Board adopts the following policy, effective on the date of adoption by the Board.

SECTION 1. Unlawful Harassment

1.1 In accordance with applicable law, Hogan Preparatory Academy prohibits sexual harassment and harassment because of race, color, national origin, ancestry, religion, creed, physical or mental disability, marital status, age, or any other basis protected by federal, state, or local law. Hogan Prep is committed to taking all reasonable steps to prevent harassment from occurring.

1.2 Unlawful harassment because of sex, race, color, national origin, ancestry, religion, creed, physical or mental disability, marital status, age or any other protected characteristic includes but is not limited to:

- Verbal conduct such as epithets, derogatory comments, slurs, or unwanted sexual advances, invitations, or comments.
- Visual conduct such as derogatory posters, photography, cartoons, drawings, or gestures.
- Physical conduct such as unwanted touching, blocking normal movement, or interfering with work directed at you because of your sex or any other protected basis.
- Threats and demands to submit to sexual requests in order to keep your job or avoid some other loss, and offers of job benefits in return for sexual favors.
- Retaliation for opposing, reporting or threatening to report harassment, or for participating in an investigation, proceeding or hearing conducted by an investigating agency.

1.3 Prohibited harassment is not necessarily limited to the loss of a job or some other economic benefit. Prohibited harassment that impairs an employee's ability to work or emotional well-being at work is considered a violation of this policy and will not be tolerated.

SECTION 2. Reporting

2.1 The Hogan Preparatory Academy reporting procedure provides for an immediate, thorough and objective investigation of any harassment claim, appropriate disciplinary action against one found to have engaged in prohibited harassment, and appropriate



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remedies to any employee subject to harassment. An employee may have a claim of harassment even if he or she has not lost a job or some economic benefit.

2.1.1 If any employee believes he/she has been harassed on the job, or is aware of the harassment of others, the employee should provide a written or verbal report as soon as possible to their most immediate supervisor, unless the immediate supervisor is a part of the grievance, in which case the next most immediate individual in authority. The report should include details of the incident(s), the names of individuals involved, the names of any witnesses, direct quotes when relevant, and any documentary evidence (notes, pictures, cartoons, etc.)

2.1.2 All incidents of harassment that are reported will be thoroughly investigated and documented. HPA will endeavor to protect the privacy and confidentiality of all parties involved to the extent possible consistent with a thorough investigation.

2.1.3 If the Board determines that harassment has occurred, it will take remedial action commensurate with the circumstances. Appropriate action will also be taken to deter any future harassment. If a complaint of harassment is substantiated, appropriate disciplinary action, up to and including termination, will be taken.

SECTION 3. Protection Against Retaliation

3.1 Under federal law, retaliation against any employee by another employee or by the school for reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by the school or a federal or state enforcement agency is prohibited.

3.1.1 Employees should report any retaliation to their most immediate supervisor, unless the immediate supervisor is a part of the grievance, in which case the next most immediate individual in authority.

3.1.2 Any complaint will be immediately objectively and thoroughly investigated in accordance with the investigation procedure outlined above.

3.1.3 In a report of retaliation is substantiated, appropriate disciplinary action, up to and including discharge, will be taken.



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SECTION 4. Liability for Harassment

4.1 Any employee, including any supervisor or manager, who is found to have engaged in unlawful harassment is subject to disciplinary action up to and including termination from employment. An employee who engages in harassment may be held personally liable for monetary damages, should a lawsuit be filed.

SECTION 5. Additional Enforcement Information

5.1 Employees should be aware that the federal Equal Employment Opportunity Commission (EEOC) services as a neutral fact finder to investigate and resolve harassment complaints in employment. Employees who believe that they have been harassed may file a complaint directly with the EEOC by contacting the nearest office of the EEOC at 400 State Avenue, Suite 905, Kansas City, KS 66101, 913-340-8810.



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Drug Free Workplace Policy

The Board of Hogan Preparatory Academy adopts the following policy, effective on the date of adoption by the Board.

The unlawful possession, use or distribution of illicit drugs and alcohol on school premises or as a part of school activities is strictly prohibited.

Employees under the influence of alcohol, drugs, or controlled substances while on duty are a serious risk to themselves, students, and other employees. Employees who display manifestations of drug or alcohol use while on duty may be subject to drug testing. Any employee who violates this policy will be subject to disciplinary action up to and including termination and referral for prosecution. Employees may also be required to participate in and complete rehabilitation programs.

As a condition of employment, all employees must abide by the terms of this policy. Employees who are convicted of a drug offense which occurred on school premises or while on duty must notify their manager or HR of their conviction. Notification must be made by the employee to their manager or HR within five (5) days of the conviction. Within ten (10) days, the manager or HR will provide notice of such violation to the Impact Aid Program, United States Department of Education, or other appropriate government agency.

The School will institute a drug-free awareness program to inform employees of:

1. The dangers of drug and alcohol abuse in the workplace.
2. This policy of maintaining a drug-free workplace.
3. Available counseling and rehabilitation.
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

On the basis of medical certification, employees with the illness of chemical dependency shall qualify for the employee benefits and group insurance coverages that are provided for under group health and medical insurance policies. The confidential nature of the medical records of employees with chemical dependency shall be preserved in the same manner as all other medical records.

The School's responsibility for chemical dependency is limited to its effects on the employee's job performance. If the employee violates this policy, refuses to accept diagnosis and treatment, or fails to respond to treatment, and performance is adversely affected, he/she will be subject to employment action in proportion to the performance problem.



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Implementation of this policy will not require or result in any specific regulations, privileges, or exemptions from the standard administrative practices applicable to job performance requirements.

Upon request of the Department of Elementary and Secondary Education or an agency of the United States, the School shall certify that it has adopted and implemented the drug prevention program described in this policy, in the form required by such agency. The School shall conduct a biennial review of this policy to determine its effectiveness, implement necessary changes, and to ensure that the disciplinary sanctions are consistently enforced.



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Personnel Evaluations Policy

The Board of Hogan Preparatory Academy adopts the following policy, effective on the date of adoption by the Board.

SECTION 1. Staff Observations and Evaluations

1.1 The Superintendent shall be formally evaluated by the Governing Board on at least an annual basis using an established evaluation instrument adopted by the Governing Board.

1.2 Each certified staff member shall be formally observed and evaluated by their manager on at least an annual basis using an established evaluation instrument adopted by the Governing Board.

1.3 Each classified staff member shall be formally evaluated by their manager on at least an annual basis using an established evaluation instrument adopted by the Governing Board.

1.4 The manager shall provide a copy of the observation rating, notes, and any other documentation obtained or used during observation or evaluation.

1.4.1 The Employee shall have the right to acknowledge acceptance of the evaluation or to dissent and provide written commentary with the dissent; however, the document, regardless of acknowledgement or dissent, shall remain a part of the staff member's personnel record throughout the duration of employment.

1.4.2 Employees may elect to follow the school's grievance policy related to dissent of any evaluations. The decision of the Governing Board or its designated committee is considered final.



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Staff Complaints and Grievances Policy

The Board of Hogan Preparatory Academy adopts the following policy, effective on the date of adoption by the Board.

SECTION 1. Intent of the Policy

- 1.1 The purpose of this policy is to provide a process for employees or applicants to reach solutions to problems, disputes, or controversies at the lowest administrative level, as fairly and as expeditiously as possible.
- 1.2 This policy also addresses employees or applicants who allege discrimination or harassment on the basis of age, gender, race, color, religion, national origin, disability, or any other basis expressly prohibited by law.

SECTION 2. Definitions

- 2.1 Complaint - A complaint means any claim or grievance by an employee who is affected in his or her employment relationship by an alleged violation of applicable statutes, policies, rules, regulations, or written agreements with which the Board is required to comply. In accordance with this policy, a complaint may also be filed by a job applicant.
- 2.2 Employee - Employee shall mean any person hired by HPA to perform services either full or part time.
- 2.3 Days - Days shall mean working days exclusive of Saturday, Sunday, or official holidays unless otherwise noted.
- 2.4 School Leader - Employee possessing that degree of administrative authority.
- 2.5 Parties in Interest - Any persons involved in the processing and investigation of the complaint.
- 2.6 Complaint File - A file maintained by the School Leader containing documents relevant to the complaint. This shall be separate from the personnel file and shall be open to parties in interest only.
- 2.7 Board - The Governing Board of Hogan Preparatory Academy.



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2.8 Notification - means delivery in person to the party entitled to notification, or deposit in the United States Mail, certified mail, return receipt requested, to the last known address of the party notified.

SECTION 3. Procedure for Notice, Hearing Rights, Evidence Representation, Decisions, and Record

3.1 This complaint and grievance procedure is applicable to any claim by any employee or applicant of Hogan Prep who is affected in his or her employment relationship by an alleged violation, misinterpretation, or misapplication of statutes, policies, rules, regulations, or written agreements with which the school is required to comply.

3.2 The Board will ensure that a complaint is processed as expeditiously as is practicable. The initial complaint should be made in writing and should clearly state that the complainant wishes to utilize the Complaints and Grievances Policy, the nature of the complaint and specific statute, policy, rule, regulations, or written agreements that have allegedly been violated. The written request should be received by the School's office via certified mail at the following address: 6409 Agnes, Kansas City, MO 64132.

3.3 The complainant and all parties in interest shall be adequately notified of the time and place of the initial meeting and any appeal of the initial decision in writing by hand delivered or certified mail.

3.4 The complainant and the individual(s) accused of the violation shall be entitled to an opportunity to be heard, to present relevant evidence, and to examine witnesses.

3.5 The Governing Board may appoint a member of the State Bar to serve as law officer who shall rule on all issues of law and other objections, but such attorney shall not assist in the presentation of the case for either party.

3.6 At each level, an accurate record of the proceeding must be kept by mechanical means and all evidence shall be preserved and made available to the parties involved; all cost and fees shall be borne by the party incurring them unless otherwise agreed upon by the parties; except that the cost of preparing and preserving the record of the proceedings shall be borne by the Governing Board; provided however, the cost of transcribing the transcript of evidence and proceedings before the Board shall be borne by the party requesting same, and all costs of the records on appeal to the superior courts and appellate courts shall be paid by the party required to do so by the laws relating thereto.



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3.7 The overall time frame from the initiation of the complaint until rendition of the decision by the Governing Board and notification thereof to the complainant shall not exceed thirty (30) days. In no instance shall there be more than ten (10) calendar days between the most recent alleged act about which a complaint may be filed and the first written notice of complaint is received nor shall there be more than ten (10) calendar days between the decision at any level and the date the appeal to the next level is received.

3.8 Decisions at each level shall be in writing and dated. Each decision shall contain findings of fact and reasons for the particular resolution reached. The decision reached at each complaint level shall be sent to the complainant by certified mail or hand delivered by a person designated by the Superintendent within twenty (20) business days of the hearing.

3.9 Decisions at each level shall be delivered to the complainant and the affected parties by a person designated by the Superintendent either by (1) being hand delivered or (2) being deposited in the U.S. Mail (certified mail, return receipt requested). Notice to the complainant shall be deemed to have been made on the date of hand delivery or on the date of deposit in the U.S. Mail by certified mail, return receipt requested to the address stated in the complaint or, if not contained in the complaint, to the last known address of the complainant on file with Hogan Preparatory Academy.

3.10 If the complainant is dissatisfied with the review of the supervisor's decision, he or she must forward an appeal to HR within ten (10) working days. The appeal shall be in writing and include the reason(s) for the appeal. HR will notify the Superintendent or his/her designee that a timely appeal has been received. A copy of all complaints involving appeal reviews will be forwarded to the Superintendent.

3.11 The complainant and the individual(s) alleged to be in violation are entitled to the presence of an individual of his/her choice to assist in the presentation of the complaint at the Governing Board level. At the Board level nothing shall prevent the Board from having an attorney present to serve as the law officer who shall rule on issues of law and who shall not participate in the presentation of the case for the School Leader or the complainant.

3.12 The Board, when hearing an appeal from the initial hearing, shall hear the complaint de novo. The complaint cannot present additional evidence at the Governing Board level of the complaint process, unless it is determined by the School Leader presiding over the complaint that such evidence is relevant to the issues presented at the initial hearing and such evidence was either not made available by the administration or not discoverable by the complainant or unless it is presented and received in writing to the person presiding over the complaint at least five (5) days prior to the set date for the Governing Board hearing. A committee of the board will conduct the appeal proceeding within fifteen (15)



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working days and, within twenty (20) working days after the conclusion of the proceeding, will render a final decision.

3.13 The time limits specified in this complaint procedure will be observed and applied strictly and will not be extended without the prior written consent of the employee and the applicable level of supervision responsible for the review. If an employee fails to comply with any time limit, the complaint shall be deemed automatically withdrawn and the proceeding terminated.

SECTION 4. Prohibited Reprisal Provision

4.1 No reprisals of any kind shall be taken by the Board or by any member of the administration against any complainant as a result of participation in the complaint process.

SECTION 5. Collection of Information

5.1 Nothing in this policy shall be construed to limit any other fact finder or decision maker from using any equitable means available to establish the truth or the circumstances pertinent to the complaint, provided that the complainant shall have an opportunity to respond to any information considered by the decision maker in reaching a conclusion.



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Communicable Diseases Policy

The Board of Hogan Preparatory Academy adopts the following policy, effective on the date of adoption by the Board.

SECTION 1. Purpose of Policy

1.1 The Governing Board intends to ensure that no individual has potentially harmful exposure to infection or diseases.

SECTION 2. Definitions

2.1 Communicable disease: a disease that can be directly or indirectly transmitted from one person to another.

2.2 HIV infection: an infection in which the human immuno-deficiency virus is present.

SECTION 3. Protections

3.1 No student shall be denied access to nor shall an otherwise qualified individual be denied employment in the educational programs of the Governing Board solely because he or she is infected with a communicable disease or HIV infection.

3.2 A student or employee who is infected with a communicable disease or HIV infection will remain in his or her educational or employment setting unless he or she presents a significant risk of contagion as determined by the Governing Board after consultation with the student's or employee's physician, public health official knowledgeable about the disease and/or the Board's physician if in the judgment of the School Leader it is necessary to consult a private physician.

SECTION 4. Prevention of Transmission

4.1 Each year, Hogan Prep shall provide educational opportunities and review of this policy for all employees to become informed concerning transmissions of communicable disease and HIV infection.

4.2 Education and policy review shall include procedures to reduce the risk of transmitting communicable disease and HIV infection, including precautions to be taken in handling bodily fluids and blood whenever necessary. Handling blood and body fluids shall be in a manner consistent with the Center for Disease Control's Universal Precautions for Handling Blood and Body Fluids.



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SECTION 5. Identification of Potential Risks

5.1 Whether or not an infected individual presents a significant risk of contagion shall be determined based upon reasonable medical judgment given the state of medical knowledge about:

- The nature of the risk; i.e. how long the disease is transmitted;
- The duration of the risk; i.e. how long the carrier is infectious;
- The severity of the risk; i.e. the degree of potential harm to third parties; and
- The probability that the disease will be transmitted and will cause varying degrees of harm.

5.2 If an accommodation that does not impose undue financial hardship or administrative burdens can be made, then neither student nor employee shall be denied the right to participate in Governing Board programs or to be employed by the Board.

5.3 In order that the Board may have time to obtain a reasonable medical judgment concerning the student or employee who is infected by a communicable disease, the Superintendent is authorized to remove the infected student or employee from HPA programs or employment for a period not to exceed ten days during which time the Board shall make a decision as to whether the student or employee can be accommodated and does not pose a significant risk to others.

5.4 The student or employee shall be excluded only if the Board determines after consultation as provided above that the communicable disease is of such nature or at a stage that the individual should not be in an educational setting.

SECTION 6. Privacy Rights

6.1 Neither the Board nor its employees shall disclose medical information about a student or employee with HIV infection or other communicable disease without the consent of the employee or the student or his or her parent or guardian, whichever is applicable, or only as required by law or court order.



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Employee Information Sharing Policy

The Board of Hogan Preparatory Academy adopts the following policy, effective on the date of the adoption by the Board.

SECTION 1. The Superintendent or his/her designee shall be permitted to respond to requests for information from public schools about former employees.

SECTION 2. Information Sharing

2.1 The School shall provide information about a former employee to another public school upon request.

2.2 The School shall share the following information: information regarding any violation of the published regulations of the Governing Board of the School by the former employee if such violation related to sexual misconduct with a student and was determined to be an actual violation by the Governing Board after a contested case due process hearing conducted pursuant to board policy; the results of a children's division investigation if the investigation involved allegations of sexual misconduct with a student and the children's division reached a finding of substantiated.

SECTION 3. All current and potential employees shall be given notice of this policy upon its adoptions.



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Public Inspection Policy

The Board of Hogan Preparatory Academy adopts the following policy effective on the date that the policy is adopted by the Board.

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

- A. The school's charter;
- B. The school's most recent annual report card published according to section 160.522 RSMo;
- C. The results of background checks on the charter school's board members; and
- D. If operated by a management company, a copy of the written contract between the Governing Board of the School and the educational management organization or the charter management organization for services. The charter school may charge reasonable fees, not to exceed the rate specified in section 610.026, RSMo for furnishing copies of documents under this subsection.

The school website shall contain a searchable expenditure and revenue document or database detailing actual income, expenditures, and disbursements for a current calendar or fiscal year.



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Health Information Records Policy

The Board of Hogan Preparatory Academy adopts the following policy effective on the date that the policy is adopted by the Board.

Except as otherwise required by the Individuals with Disabilities Act (IDEA) or Section 504 of the Rehabilitation Act of 1973 (Section 504), records containing student health information will be stored separately from other student records in a locked file cabinet or in a secure computer file. Only the School Leader or his/her designee shall have access to the locked file cabinet or secure computer file.



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School Safety Plan and Emergency Closing Procedures Policy

The Board of Hogan Preparatory Academy adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1. School Safety Plan

The School will cooperate fully with local emergency management preparedness authorities to develop and implement an emergency management preparedness program addressing man-made and natural disasters.

SECTION 2. Emergency Suspension of School Operations or Activities

2.1 Hogan Preparatory Academy will typically follow school closures set by the Kansas City Public School System.

2.2 The Governing Board further authorizes the Superintendent or his/her designee to suspend school operations or activities in the event of abnormal conditions, hazardous weather, or other emergencies that threaten the safety, welfare, or health of students or employees and to take whatever measures he/she deems necessary to protect students and staff.

2.3 The Superintendent or his/her designee shall establish orderly procedures to assure that appropriate communications with students, staff, and other stakeholders are maintained before, during and after the abnormal conditions potentially or actually causing suspension of school operations or activities. At a minimum, instruction on obtaining information pertaining to suspension of school operations and activities for students, staff, and other stakeholders shall be published in the student and staff handbooks.

2.4 School activities, including but not limited to extracurricular events, activities, clubs, competitions, and athletic events, held before or after the official school day, shall not be held if normal school operations have been suspended on the same day. The Superintendent or his/her designee shall communicate with students and parents in a timely manner regarding the cancellation of these activities.

2.5 At the Superintendent's discretion, school activities as described in Section 2.4, may be canceled even after a completed school day if conditions exist to warrant such suspension. The Superintendent or his/her designee shall communicate with students and parents in a timely manner regarding the cancellation of these activities.



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Distribution of Medicine Policy

The Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

SECTION 1. School Distribution and Administration of Medicine

1.1 The school nurse (or another employee designated by the Superintendent or his/her designee) may provide assistance with medication (this includes prescription or over-the-counter medication) only if all of the following requirements are met:

1.1.1 Prescription drugs must be in the original container, bear the name of the student, the name of the physician and the name of the pharmacy filling the prescription. Over-the-counter drugs must be maintained in the original container.

1.1.2 The appropriate approval form for medication distribution must have been completed and signed by the parent or guardian for each medication.

1.1.3 The school nurse or other designated employee shall keep a written report of medication taken by the student.

SECTION 2. Student Possession and Self-Administration of Medication

2.1 The school shall grant any student authorization for the possession and self-administration of medication to treat the student's chronic health condition, including but not limited to asthma or anaphylaxis if:

2.1.1 A licensed physician prescribed or ordered such medication for use by the pupil and instructed such pupil in the correct and responsible use of such medication;

2.1.2 The pupil has demonstrated to the pupil's licensed physician or the licensed physician's designee, and the school nurse, if available, the skill level necessary to use the medication and any device necessary to administer such medication prescribed or ordered;

2.1.3 The pupil's physician has approved and signed a written treatment plan for managing the pupil's chronic health condition, including asthma or anaphylaxis episodes and for medication for use by the pupil. Such plan shall include a statement that the pupil is capable of self-administering the medication under the treatment plan;



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2.1.4 The pupil's parent or guardian has completed and submitted to the school any written documentation required by the school, including the treatment plan and the liability statement.

2.1.5 The pupil's parent or guardian has signed a statement acknowledging that the school district and its employees or agents shall incur no liability as a result of any injury arising from the self-administration of medication by the pupil or the administration of such medication by school staff. Such statement shall not be construed to release the School and its employees or agents from liability for negligence.

2.2 Pupils authorized to possess and self-administer medication may possess and self-administer such medication while in school, at a school-sponsored activity, and in transit to or from school or school-sponsored activity.

2.3 Such authorization shall only be effective for the school year in which it is granted. Such authorization shall be renewed by the student's parent or guardian each subsequent school year.

2.4 Any current duplicate prescription medicine, if provided by a student's parent or guardian or by the school shall be kept at the school in a location at which the student or school staff has immediate access in the event of an asthma or anaphylaxis or other emergency.

2.5 The written treatment plan, liability statement, and any other written documentation shall be kept on file at the school in a location easily accessible in the event of an emergency.



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Student and Classroom Observations Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1. Classroom Observations.

1.1 While the School acknowledges that some educational benefit may be derived from third parties wishing to conduct classroom observations for research purposes for educational products or services, it is the responsibility of the School to protect the privacy of all students.

1.2 Requests for observations by an outside educational or clinical professional must be submitted in writing to the Superintendent or his/her designee for consideration at least two weeks in advance of the requested observation. The request must include the name and credentials of the professional who will be observing the classroom, the purpose of the classroom observation, the data that will be collected and a certification that the third party will comply with the Family Education Rights and Privacy Act ("FERPA") and any other applicable state or federal laws pertaining to student privacy. In addition, the third party may be required to execute a confidentiality agreement.

1.3 Superintendent or his/her designee must provide parents of students in the classroom written notice of a third party's desire to observe the classroom, and parent concerns regarding outside observers shall be taken into consideration in the decision whether or not to allow the third party to observe the classroom.

1.4 If the outside professional is approved for the observation, all data collected shall be provided to the Superintendent or his/her designee.

1.5 Upon request, the Superintendent or his/her designee may, at his/her discretion, grant permission for visits by outside service providers who currently provide private educational or therapy services to a current student. To minimize disruption to the instructional program, outside service providers must comply with the guidelines for all visitors plus the following additional guidelines: (1) the third party must currently provide educational or therapy services to the student; (2) provide the Superintendent or his/her designee an appropriate Release of Confidential Information under the Family Educational Rights and Privacy Act (FERPA), signed by the parent/guardian; (3) have the parent/guardian coordinate the observation date and time; (4) limit the observation to one hour unless an extended time period has been granted in advance of the scheduled observation; and (5) conduct the session in such a manner that allows the regular school program to continue during the visit by refraining from engaging the attention of the teacher or student(s) through conversation or other means.



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Eye Protection Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

Every student, teacher, and visitor is required to wear an industrial quality eye protective device when participating in or observing any of the following:

1. Vocational, technical, industrial arts, chemical, or chemical-physical shops or laboratories involving exposure to the following: Hot molten metals, or other molten materials; milling, sawing, turning, shaping, cutting, grinding or stamping of any solid materials; heat treatment, tempering, or kiln firing of any metal or other materials; gas or electric arc welding, or other forms of welding processes; repair or servicing of any vehicle; caustic or explosive materials;
2. Chemical, physical, or combined chemical-physical laboratories involving caustic or explosive materials, hot liquids or solids, injurious radiations or other hazards not enumerated.

“Industrial eye protective devices” means devices meeting the standards of the American National Standard Practice for Occupational and Educational Eye and Face Protection, Z87.1-1968, and subsequent revisions thereof, approved by the American National Standards Institute, inc.



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Textbooks Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

SECTION 1.

The term “textbook” means workbooks, manuals, or other books, whether bound or in loose-leaf form, intended for use as a principal source of study material for a given class or group of students, a copy of which is expected to be available for the individual use of each pupil in such class or group.

SECTION 2.

The school shall purchase and loan free all textbooks for all children who are enrolled in grades kindergarten through twelve, and may purchase textbooks and instructional materials for prekindergarten students.

SECTION 3.

Only textbooks filed with the state board of education shall be purchased and loaned under this section. No textbooks shall be purchased or loaned under this section to be used in any form of religious instruction or worship.



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Reporting of Child Abuse and Neglect Model Policy

The Governing Board of Hogan Preparatory Academy adopts the following regulation effective on the date that the policy is adopted by the Board.

SECTION 1. Mandatory Reporters

The following individuals are mandatory reporters:

1. Teacher
2. Principal
3. School official
4. Any other person with responsibility for the care of children

SECTION 2. Reporting

2.1 All mandatory reporters have a duty (RSMo 210.115) to report suspected child abuse and neglect, including truancy and educational neglect to the Missouri Department of Social Services, Children's Division. Such report shall be made via the Child Abuse and Neglect Hotline or the Online Mandated Reporting portal.

2.2 Mandatory reporters who know or have reason to believe that a child has been or may be subject to abuse or neglect by any person shall also report such belief to their supervisor.

2.3 Any other school employee who is not a mandatory reporter shall report any suspect child abuse or neglect to their supervisor. If their supervisor is not a mandatory reporter, the employee shall report the suspected abuse or neglect to both their supervisor and a mandatory reporter.

2.4 An oral report shall be made immediately, but in no case later than 24 hours from the time there is reasonable cause to believe a child has been abused, by telephone or otherwise and followed by a report in writing, if requested, to a child welfare agency providing protection services, as designated by the Children's Division, or, in the absence of such agency, to an appropriate police authority or LEA attorney.



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Volunteers and Chaperones Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1.

The School encourages participation of parents and citizens of the community to volunteer in the school in order to serve as additional resources to the teachers and students. Prior to serving as a volunteer, each individual who may have unsupervised contact with a child must complete an application for the position, have a satisfactory criminal records check, and have a satisfactory check of the child abuse/neglect records maintained by the Missouri Department of Social Services.

SECTION 2. Chaperone Duties and Responsibilities

2.1 All students must ride in school provided transportation both to and from the field trip and during transport during a field trip to multiple locations. At no time will students ride in transportation not provided by the school unless prior approval by administration is granted in writing.

2.2 School staff shall maintain a list of all chaperones and the students to which they are assigned. Chaperones are responsible specifically to supervision of these students; however, they also retain responsibility for general supervision and safety of all students.

2.3 Adults observing behavior by students or other adults that is contrary to school policy or procedure should immediately report the incident to a school staff member or administration.

2.4 School staff is responsible for taking roll of students prior to departure from any location, every time the group reconvenes, and periodically throughout the course of trip to ensure all students are present. School staff may not delegate this responsibility to a chaperone or any other person.

2.5 The use of cell phones and texting should be for emergency use only when acting in a supervisory capacity.

2.6 Chaperones should be strategically located on buses and at venues to ensure that students are adequately supervised at all times.



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- 2.7 Chaperones may not bring siblings of their child who is attending the trip.
- 2.8 Chaperones may not leave the group or venue at any time during the course of a field trip from departure from the school to arrival at the school after the trip. Chaperones and School staff are expected to participate in all activities planned as part of the field trip itinerary.
- 2.9 Chaperones may not drink alcoholic beverages, utilize illegal substances, smoke or chew tobacco, or use profanity at any time during the course of a field trip from departure from the school to arrive at the school after the trip. Chaperones should refrain from socializing with other chaperones or School staff while supervising students.
- 2.10 Chaperones should ensure that all students remain seated on the bus and monitor student behavior on the bus. Students are expected to be quiet while in heavy traffic, when exiting/entering the interstate, or when crossing a railroad track.
- 2.11 Students should be escorted into and out of public bathrooms. At no time should any student, even a child of a chaperone, be left unattended in a bathroom.
- 2.12 A School staff member or chaperone should never leave students unattended.
- 2.13 Students should remain with their specific chaperone unless authorized by a school staff member.
- 2.14 Students who become ill during the course of a field trip should be brought to a school staff member. Parents of the student should be promptly contacted by the school staff member. The school staff member and chaperone will work collaboratively to ensure the child is properly attended.
- 2.15 All procedures and rules specific to a field trip shall be strictly adhered to by all parents, students, and school staff.



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Seclusion, Restraint and Corporal Punishment Policy

The Board of Hogan Preparatory Academy adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1. General Policy Provisions

1.1. The use of chemical restraint, mechanical restraint, or prone restraint, as defined by Missouri Department of Education Rule 160-5-1-.35, is prohibited in the School.

1.2 The use of seclusion, as defined by Missouri Department of Education Rule 160-5-1-.35, is prohibited within the School.

1.2.1 Seclusion does not include “time-out,” defined as a behavioral intervention in which the student is temporarily removed from the learning activity but in which the student is not confined.

1.2.2. Seclusion does not include in-school suspension, detention, or a student-requested break in a different location in the classroom or in a separate unlocked room.

SECTION 2. Physical Restraint

Physical restraint may be utilized only when the student is an immediate danger to himself or others and the student is not responsive to less intensive behavioral interventions including verbal directives or other de-escalation techniques.

2.1. Physical restraint does not include: providing limited physical contact and/or redirection to promote student safety, providing physical guidance or prompting when teaching a skill, redirecting attention, providing guidance to a location, or providing comfort.

2.2. Physical restraint shall not be used (1) as a form of discipline or punishment (2) when the student cannot be safely restrained; or (3) when the use of the intervention would be contraindicated due to the student’s psychiatric, medical, or physical conditions as described in the student’s educational records.

2.3 All physical restraint must be immediately terminated when the student is no longer an immediate danger to himself or others or if the student is observed to be in severe distress.



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2.4. Before any staff member may implement physical restraint, he or she should have completed an approved training program.

2.4.1 Approved training programs must address a full continuum of positive behavioral intervention strategies as well as prevention and de-escalation techniques and restraint.

2.4.2 Schools and programs shall maintain written or electronic documentation on training provided and the list of participants in each of the provided training sessions. Copies of such documentation will be made available to the Missouri Department of Education or any member of the public upon request.

2.5. If a staff member who has not completed an approved training program has to physically restrain a student to prevent injury to a student or others in an emergency situation when staff members trained in physical restraint are not available, he or she should ask other students, if present, to request assistance immediately.

2.6. Whenever possible, the use of physical restraint on a student shall be monitored by another staff member or administrator. The use of physical restraint shall be documented by staff or faculty participating in or supervising the restraint for each student in each instance in which the student is restrained.

2.7. Whenever physical restraint is used on a student the school or program where the restraint is administered shall notify the student's parent or legal guardian within one school day after the use of restraint.

SECTION 3. Time-Out

This policy does not prohibit a staff member from utilizing time-out, as defined above, or any other classroom management technique or approach, including a student's removal from the classroom that is not specifically addressed in this rule.

SECTION 4. Student Fights or Altercations

This policy does not prohibit a staff member from taking appropriate action to diffuse a student fight or altercation.

SECTION 5. Physical Restraints

The decision whether or not the use of physical restraint is necessary to protect students or others from imminent harm or bodily injury, and taking the actions deemed necessary to protect



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students or others from imminent harm or bodily injury, are actions that involve the performance of discretionary, not ministerial, duties.

SECTION 6. Law Enforcement or Emergency Medical Personnel Assistance

6.1. In some instances in which a student is an immediate danger to himself or herself or others, the school or program must determine when it becomes necessary to seek assistance from law enforcement and/or emergency medical personnel. Nothing in this policy shall be construed to interfere with the duties of law enforcement or emergency medical personnel.

6.2. School officials must notify a student's parent or guardian immediately when emergency medical or law enforcement personnel remove a student from a school or program setting.

SECTION 7. Corporal Punishment

7.1. For the purposes of this policy, corporal punishment is a form of physical punishment administered by an adult to the body of a child for the purpose of discipline or reformation, or to deter attitudes or behaviors deemed unacceptable. No person employed by or volunteering on behalf of the School shall administer corporal punishment or cause corporal punishment to be administered upon a student attending LEA schools.

7.2. A staff member may, however, use reasonable physical force against a student for the protection of the student or other persons or to protect property. Restraint of students in accordance with the School's policy on student seclusion, isolation, and restraint is not a violation of this policy.



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Program for Homeless Students Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

Hogan Preparatory Academy recognizes that homelessness alone should not be a sufficient reason to separate students from the mainstream school environment. Therefore, Hogan Prep, in accordance with state and federal law (Title VII-B of the McKinney-Vento Homeless Assistance Act, as amended by the Every Student Succeeds Act) and the Missouri State Plan for Homeless Children and Youth, will give special attention to ensure that homeless children in the LEA have access to free, appropriate public education.

Definitions:

A “homeless child” or “homeless youth” is one who:

- A. Lacks a fixed, regular, and adequate nighttime residence; and
- B. Includes -
 - a. Children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals;
 - b. Children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
 - c. Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings;
 - d. Migratory children or youths who qualify as homeless because they are living in circumstances described in subdivisions (a) and © above.

The first category may include some individuals who have moved in with others. Consideration of each individual case, along with the permanency of the situation, will be needed in order to identify those who are homeless.

The terms “enroll” and “enrollment” include attending classes and participating fully in school activities.

The “school of origin” is the school that the child or youth attended when permanently housed or the school in which the child or youth was last enrolled.



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Enrollment and Placement:

Homeless children and youth frequently move, and maintaining a stable school environment is critical to their success in school. To ensure this stability, LEAs must make school placement determinations on the basis of the “best interest” of the homeless child or youth. Using this standard, Hogan Preparatory Academy must:

- (a) Continue the child’s or youth’s education in the school of origin for the duration of homelessness when a family becomes homeless between academic years or during an academic year; or for the remainder of the academic year if the child or youth becomes permanently housed during an academic year; or
- (b) Enroll the child or youth in any public school that non-homeless students who live in the attendance area in which the child or youth is actually living are eligible to attend.

In determining what is a child or youth’s best interest, Hogan Preparatory Academy must, to the extent feasible, keep a homeless child or youth in the school of origin, unless doing so is contrary to the wishes of the child or youth’s parent or guardian. If Hogan Preparatory Academy wishes to send a homeless child or youth to a school other than the school of origin or a school requested by the parent or guardian, Hogan must provide a written explanation of its decision to the parent or guardian, together with a statement regarding the right to appeal the placement decision.

Enrollment requirements which may constitute a barrier to the education of a homeless child or youth may be waived if allowed by law, Hogan Preparatory Academy may, however, require contact information.

If Hogan Prep is unable to determine the grade level of the student because of missing or incomplete records, Hogan shall administer tests or utilize other reasonable means to determine the appropriate grade level for the child/youth.

Transportation:

Transportation must be provided, at the request of the parent or guardian (or in the case of unaccompanied youth, the homeless coordinator) to and from the school of origin.

- If the homeless child or youth continues to live in the area served by the LEA in which the school of origin is located, that LEA must provide or arrange for the child’s or youth’s transportation to or from the school of origin.
- If the homeless child or youth continues his or her education in the school of origin but begins living in an area served by another LEA, then LEA of origin and the LEA in which the homeless child or youth is living must agree upon a method to apportion the



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responsibility and costs for providing the child with transportation to and from the school of origin. If the LEAs cannot agree upon a method, the responsibility and costs for transportation are to be shared equally.

- The transportation requirement applies even if the LEA does not provide transportation to non-homeless students.

Services:

Each homeless child or youth shall be provided services comparable to services offered to other students in the LEA including, but not limited to, transportation services, educational services for which the child meets the eligibility criteria, such as educational programs for children with disabilities, English learners, programs in career and technical education, programs for gifted and talented students, before-and-after school programs, school nutrition programs, and transportation.

Homeless students will not be segregated in a separate school or in a separate program within a school based on the students' status as homeless.

In the event that it is in the best interest of the homeless child or youth to attend the school of origin, it shall be the responsibility of this LEA to provide for the transportation of the student. This may be achieved through the transportation services of this LEA, the school of origin, or another outside agency.

Records:

Once LEA officials have determined that an enrolling student is homeless, the LEA's homeless coordinator must assist the student in obtaining his/her education, immunization, medical, and other records. According to McKinney-Vento, the student must be enrolled in the interim.

Immunization:

If the homeless coordinator is unable to obtain prior immunization records within thirty (30) days of enrolling and the student is still eligible for services under the homeless education program; the student must begin the immunization series and demonstrate that satisfactory progress has been accomplished within (90) days. If the homeless student maintains that he/she is exempted from receiving immunizations, then after thirty (30) days the student must provide documentation in accordance with the exemption requirements provided for in §section 167.181.3, RSMo.

Any records ordinarily kept by school, including immunization records, academic records, birth certificates, guardianship records, and evaluation for special services or programs of each homeless child or youth shall be maintained so that appropriate services may be given the



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student, so that necessary referrals can be made, and so that records may be transferred in a timely fashion when homeless children or youth enters a new LEA. Copies of records shall be made available upon request to students or parents in accordance with the Family Educational Rights and Privacy Act.

Coordinator:

The Board will designate an individual to act at the LEA's homeless coordinator to ensure compliance with federal and state law. The homeless coordinator will "ensure that homeless children and youth enroll and succeed in the schools of that agency; and homeless families, children and youth receive educational services for which they are eligible, and referrals to health care services, dental services, mental health services, and other appropriate services." The homeless coordinator will also ensure that disputes regarding the placement or education of homeless children or youth are resolved in a timely fashion.

The LEA shall inform school personnel, service providers and advocates working with homeless families of the duties of the LEA homeless coordinator.

Resolving Grievances:

Level I - A complaint regarding the placement or education of a homeless child or youth shall first be presented orally and informally to the LEA's homeless coordinator. If the complaint is not promptly resolved, the complainant may present a formal written complaint (grievance) to the homeless coordinator. The written charge must include the following information: date of filing, description of alleged grievances, then name of the person or persons involved and a recap of the action taken during the informal charge state. Within five (5) working days after receiving the Complaint, the coordinator shall state a decision in writing to the complainant, with supporting evidence and reasons. In addition, the coordinator will inform the Superintendent or his/her designee of the formal complaint and the disposition.

Level II - Within five (5) working days after receiving the decision at Level I, the complainant may appeal the decision to the Superintendent or his/her designee by filing a written appeal package. The package shall consist of the complainants' grievance and the decisions rendered at Level I. The Superintendent or his/her designee will arrange for a personal conference with the complainant at their earliest mutual convenience. Within five (5) working days after receiving the complaint, the Superintendent or his/her designee shall state a decision in writing to the complainant, with supporting evidence and reasons.

Level III - If resolution is not reached in Level II, a similar written appeals package shall be directed through the Superintendent or his/her designee to the Board requesting a hearing before the Board at the next regularly scheduled or specially called meeting. The hearing before the



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Board may be conducted in a closed session upon the request of either the Board or the complainant. Within thirty (30) working days after receiving the appeals package, the Board shall state its decision and reply in writing to the parties involved. For LEA purposes, the decision of the Board is final.

Level IV - If the complainant is dissatisfied with the action taken by the Governing Board of the LEA, a written notice stating the reasons for the dissatisfaction may be filed with the state director of special federal instructional programs. The state director will initiate an investigation, determine the facts relating to the complaint, and issue notice of his/her findings within thirty (30) days to the LEA and the complainant. If the findings support the action taken by the LEA, such action will be confirmed. If the findings support the allegations of the complainant, the LEA will be directed to take corrective action. An appeal of this decision can be made within ten (10) days to the Deputy Commissioner of Education. Within thirty (30) days after receiving an appeal, the Deputy Commissioner of Education will render a final administrative decision and notify the complainant and all other interested parties in writing.



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Local Education Agency Title I.A Parental Involvement Policy and School Title I.A Parental Involvement Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

In support of strengthening student academic achievement, each school that receives Title I, Part A funds must develop jointly with, agree on with, and distribute to parents and family members of participating children a written parental and family engagement policy as required by the Elementary and Secondary Education Act (ESEA), as amended by the Every Student Succeeds Act of 2015 (parental involvement policy).

I. LOCAL EDUCATIONAL AGENCY POLICY.

In General: A local education agency may receive Title I, Part A funds only if such agency conducts outreach to all parents and family members and implements programs, activities, and procedures for the involvement of parents and family members consist with the provisions below. Such programs, activities, and procedures shall be planned and implemented with meaningful consultations with parents of participating children.

Written Policy: Each local educational agency that receives funds under Title I, Part A shall develop jointly with, agree upon with, and distribute to, parents and family members of participating children a written parent and family engagement policy that is incorporated into the local education agency's plan developed under section 1112, establishes expectations and objective for meaningful parent and family involvement, and describes how the local educational agency will:

- Involve parents and family members in the joint development of the plan under section 1112, and the support and improvement plans under section 1111.
- Provide the coordination, technical assistance, and other support necessary to assist and build the capacity of participating schools in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance; which may include meaningful consultation with employers, business leaders, and philanthropic organizations, or individuals with expertise in effectively engaging parents and family members in education
- Coordinate and integrate parent and family involvement strategies under this part with parent and family engagement strategies under relevant federal, state, and local programs such as the Head Start program, Reading First program, Early Reading First program, Even Start program, Parents as Teachers program, and Home Instruction program for Preschool Youngsters, and State-run programs?
- Conduct, with meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of the parent and family engagement



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policy in improving the quality of schools served under this part, including barriers to greater participation by parents in activities authorized under this section (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background); the needs of parents and family members to assist with the learning of their children, including engaging with school personnel and teachers; and strategies to support successful school and family interactions. The LEA should use the findings of such evaluation to design evidence-based strategies for more effective parental involvement, and to revise, if necessary, the parental and family engagement policies described in this section; and

- Involve parents in the activities of the schools served under Title I, Part A, which may include establishing a parental advisory board comprised of a sufficient number and representative group of parents or family members served by the local educational agency to adequately represent the needs of the population served by such agency for the purposes of developing, revising, and reviewing the parent and family engagement policy.

Reservation of Funds:

Each local educational agency shall reserve at least 1 percent of such agency's allocation under Title I, Part A, subpart 2 to carry out parental and family involvement, including family literacy and parenting skills, (unless 1 percent of such agency's allocation under Title I, Part A, subpart 2 for the fiscal year for which the determination is made is \$5,000 or less.)

Parents of children receiving services under Title I, Part A shall be involved in the decisions regarding how funds reserved as set forth above are allocated for parental involvement activities.

II. SCHOOL PARENTAL INVOLVEMENT POLICY.

Each school served under Title I, Part A shall jointly develop with, and distribute to, parents and family members of participating children a written parent and family engagement policy, agreed upon by such parents, that shall describe the means for carrying out the requirements of Policy Involvement, Shared Responsibilities for High School Academic Achievement, and Building Capacity for Involvement and Accessibility.

Parents shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents can understand. Such policy shall be made available to the local community and updated periodically to meet the challenging needs of parents and the school.



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Special rule - If the school has a parent and family engagement policy that applies to all parents and family members, such school may amend that policy, if necessary, to meet the requirements of this subsection.

Amendment - If the local educational agency has a school-district level parental and family engagement policy that applies to all parents and family members in all schools served by the local educational agency, such agency may amend that policy, if necessary, to meet the requirements of this subsection.

Parental comments - If the plan under section 1112 is not satisfactory to the parents of participating children, the local educational agency shall submit any parent comments with such plan when such local educational agency submits the plan to the State.

Policy Involvement.

Each school served under Title I, Part A shall:

- (1) Convene an annual meeting, at a convenient time, at the beginning of the school year, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation under Title I, Part A and to explain Title I, Part A, its requirements, and their right to be involved. The school shall have sign-in sheets for this meeting and retain such sign-in sheets, the agenda for the meeting and minutes of the meeting for audit purposes by DESE;
- (2) Offer a flexible number of meetings, such as meetings in the morning or evening and may provide with funds provided under this part, transportation, child care, or home visits, as such services relate to parental involvement;
- (3) Involve parents, in an organized, ongoing, and timely way, in the planning, review, and improvement of programs under this part, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan under section 1114(b), except that if a school has in place a process for involving parents in the joint planning and design of its programs, the school may use that process, if such process includes an adequate representation of parents and participating children;
- (4) Provide parents of participating children -
 - (a) Timely information about programs under this part;
 - (b) A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards; and
 - (c) If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible; and



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- (5) If the schoolwide program plan under section 1114(b) is not satisfactory to the parents of participating children, submit any parent comments on the plan when the school makes the plan available to the local educational agency.

Shared Responsibilities for High Student Academic Achievement.

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the State's high standards. Such compact shall:

- (1) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the challenging State academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their children's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time; and
- (2) Address the importance of communication between teachers and parents on an on-going basis through, at a minimum:
 - (a) Parent-teacher conferences in elementary schools, at least annually during which the compact shall be discussed as the compact relates to the individual child's achievement;
 - (b) Frequent reports to parents on their children's progress; and
 - (c) Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities; and
 - (d) Ensuring regular two-way meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand.

Building Capacity for Involvement.

To ensure effective involvement of parents and to support a partnership among the school involved, parents and the community to improve student academic achievement, each school and local educational agency assisted under Title I, Part A:

- (1) Shall provide assistance to parents of children served by the school or local educational agency, as appropriate, in understanding such topics as the challenging State academic standards, State and local academic assessments, the requirements of this part, and how to monitor a child's progress and work with educators to improve the achievement of their children;
- (2) Shall provide materials and training to help parents work with their children to improve their children's achievement, such as literacy training and using technology (including



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education about the harms of copyright piracy), as appropriate, to foster parental involvement;

- (3) Shall educate teachers, specialized instructional support personnel, principals, and other School Leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school;
- (4) Shall, to the extent feasible and appropriate, coordinate and integrate parent involvement programs and activities with other Federal, State, and local programs, including Head Start, Reading First, Early Reading First, Even Start, the Home Instruction Programs for Preschool Youngsters, the Parents as Teachers Program, and the public preschool and other programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more full participating in the education of their children;
- (5) Shall ensure that information related to school and parent programs, meetings, and other activities is sent to the parents of participating children in a format and, to the extent practicable, in a language the parents can understand;
- (6) May involve parents in the development of training for teachers, principals, and other educators to improve the effectiveness of such training;
- (7) May provide necessary literacy training from funds received under this part if the local educational agency has exhausted all other reasonably available sources of funding for such training;
- (8) May pay reasonable and necessary expenses associated with local parental involvement activities, including transportation and child care costs, to enable parents to participate in school-related meetings and training sessions;
- (9) May train parents to enhance the involvement of other parents;
- (10) May arrange school meetings at a variety of times, or conduct in-home conferences between teachers or other educators, who work directly with participating children, with parents who are unable to attend such conferences at school, in order to maximize parental involvement and participation;
- (11) May adopt and implement model approaches to improving parental involvement;
- (12) May establish a districtwide parent advisory council to provide advice on all matters related to parental involvement in programs supported under this section;
- (13) May develop appropriate roles for community-based organizations and businesses in parent involvement activities; and
- (14) Shall provide such other reasonable support for parental involvement activities under this section as parents may request.

III. ACCESSIBILITY.

In carrying out the parent and family engagement requirements, local educational agencies and schools, to the extent practicable, shall provide full opportunities for the informed participation of



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parents and family members including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children, including providing information and school reports required under Section 1111 in a format and, to the extent practicable, in a language such parents understand.



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Attendance Policy - Virtual Learning

Absences and Tardiness

When students miss class, they jeopardize their academic success. Attendance is monitored closely. There are no “excused absences” at Hogan Preparatory Academy. Every absence, for whatever the reason, counts against Hogan’s attendance goals for students. Failure to maintain satisfactory attendance will result in a meeting with administration to discuss ongoing enrollment at Hogan. Please note a student that has ten (10) consecutive days of absence will be automatically removed from the roll of Hogan Preparatory Academy on the eleventh day and will have to apply for re-admittance. For students enrolled in Hogan Prep Virtual Academy, failure to complete assignments for ten (10) consecutive days will result in automatic removal from the roll of Hogan Preparatory Academy on the eleventh day and the student will have to apply for re-admittance to the virtual program. Please note that re-admittance is not guaranteed. The dis-enrolled student will be placed at the bottom of the waitlist, if any, for his/her grade and will be re-admitted based on class availability.

Absences should be for personal illness, severe illness in the family, a death in the family, or other serious situations. Part-day absences should be for unavoidable medical appointments or similar types of situations. Students may make up their work in these cases. Parents or guardians are asked not to permit their student to be absent for any other reason.

When a student misses school, it is his or her responsibility to obtain assignments and to complete all work missed during the absence. In general, previously assigned homework is due when the student returns. Students must complete missed work within the same number of days they were absent unless there are extenuating circumstances and other arrangements have been made in advance.



HPA Board Policy Updates - September 27, 2021

POLICY 1431 – SCHOOL/COMMUNITY RELATIONS – CODE OF CONDUCT - ADULTS

(Last approved: 12/19/2019)

The Board of Directors is committed to providing a safe, harassment-free environment for students and employees, which promotes mutual respect, civility and orderly conduct among Hogan Preparatory Academy employees, parents and the public. Hogan Prep discourages uncivil behavior. This policy is not intended to deprive any person of his or her freedom of expression, but rather to maintain a safe, orderly educational environment for our students.

Therefore, the Board has established a code of conduct for parents, patrons, and visitors during communications as well as while on school premises and at school activities. All parents, patrons, and visitors will be expected to conduct themselves in a manner reflective of a positive role model for children. Uncivil behavior shall be defined as any behavior that is (1) physically or verbally threatening, either overtly or implicitly, as well as behavior that is aggressive, hostile, volatile, coercive, intimidating, violent, harassing or bullying, and (2) directed toward employees, students, parents, patrons, visitors or anyone having business with Hogan Prep.

Examples of uncivil behavior include, but are not limited to, the use of profanity, disrupting or threatening to disrupt school or office operations, threatening the health or safety of others, willfully causing property damage, loud or offensive language that might provoke a violent reaction, personally insulting remarks, attacks regarding a person's race, gender, nationality, religion, disabling condition or any other personal characteristic, or behavior that is out of control. Uncivil behavior may be verbal or nonverbal and can occur during face-to-face or written communications, telephone conversations, voice mail messages, and any other electronic means or medium of communication.

Any individual who engages in uncivil behavior will be advised by the employee to whom the remarks are directed to communicate in a civil manner. If the individual does not stop the uncivil behavior, the Hogan Prep employee will notify the individual that the meeting and/or communication is terminated, and shall notify his/her supervisor of such incident immediately. If the uncivil behavior occurs on school property or during a school activity, the individual will be directed to leave promptly. The supervisor shall make a determination on the method of any future communication which may include advising the individual that they are not allowed on school property or at school activities until further notice and that any future communication be directed only to the supervisor.



HPA Board Policy Updates - September 27, 2021

Physical or violent behavior will result in a ban by the Superintendent from school premises and activities and will be referred to law enforcement and any other relevant agency. The Superintendent, in consultation with the Board, will determine the length of the ban. Failure to comply with the restricted access provided in this policy will result in the filing of civil and/or criminal charges.



HPA Board Policy Updates - September 27, 2021

Model Migrant Procedure

Identification

For purposes of Board policies and regulation, a child is a “migratory child” and is eligible for the Migrant Education Program (MEP) if all of the following conditions are met:

1. The child is not older than 21 years of age; and
2. The child is entitled to a free public education (through grade 12) under State law or is below the age of compulsory school attendance; and
3. The child is a migratory agricultural worker or a migratory fisher or has a parent, spouse, or guardian who is a migratory agricultural worker or a migratory fisher; and
4. The child moved within the preceding 36 months in order to seek or obtain qualifying work, or to accompany or join the migratory agricultural worker or migratory fisher identified in paragraph three above, in order to seek or obtain qualifying work; and
5. The child has moved from one LEA to another.

Potential migrant students will be identified through a question on the school enrollment form. If it appears that a migrant student is enrolling, the school will notify the State Migrant, English Language Learner (MELL) Director and request assistance with the identification of the student.

Services

If a migrant student is identified by the MELL office, the school must:

- Assess the educational, health, and social needs of the identified student and develop objectives to address those needs so that migrant children meet the same challenging State academic content standards and academic achievement standards that all children are expected to meet;
- Provide advocacy to allow children and families to gain access to health, nutrition, and social services;
- Review existing programs and resources to determine which can help meet the needs of migrant children and assure that the children has access to them;
- Provide professional development activities for teachers to improve the quality of education for migrant children; and,
- Provide opportunities for participation of migrant parents in the educational activities of their children.

Cover Sheet

HPA Conflict of Interest Policy Annual Review

Section: VIII. New Business
Item: B. HPA Conflict of Interest Policy Annual Review
Purpose: Discuss
Submitted by:
Related Material:
Board Policy 3170 - Conflict of Interest Policy (Revision 4.2020).pdf



Board Policy 3170: Conflict of Interest Policy (Revision)

(To be reviewed and approved by the HPA Board on 4/21/20)

Conflict of Interest

The District maintains a written code of standards of conduct which governs the performance of District employees who may be engaged in the award and administration of contracts. These standards will include a prohibition against employees who are involved in the selection, award or administration of a contract supported by Federal funds, if a conflict of interest, real or apparent, would be involved.

A conflict of interest would arise if a District board member or employee, any member of their family, their partner, or an organization which employs or is about to employ any of the parties named in this paragraph, has a financial or other interest in the firm selected for the award.

Neither District board members, nor employees will accept gratuities, favors, or anything of monetary value from contractors, potential contractors or parties to sub-agreements. This rule will not apply to gifts of less than ten dollars (\$10.00), or is an unsolicited item of nominal intrinsic value. Violations of these conflict of interest provisions will result in disciplinary action up to and including termination for employees, and up to and including public sanction of a violating Board member.

Endorsements

Employees of the District will not endorse products or services in such a manner that will identify the employee as an employee of the School District.

Procurement Activities

In any purchasing activities all employees shall refrain from soliciting, discourage the offer of, and decline gifts if offered by any vendor wishing to do business with, or who is doing business with the School District. Instead of making an offer of gifts, the vendor should be encouraged to discount the price of the goods to the school.

Solicitation/Distribution

The advertising of sale or distribution of any goods or service on school property, for any school activity, shall have prior approval from the building principal or Superintendent. This includes but is not limited to: school personnel, students, parents/guardians, relatives, general public and commercial businesses.

Solicitations of School Staff

Agents, solicitors, and salespersons will be denied the privilege of seeing the school staff during the school day except with permission of the administration.