

**Missouri Charter Public School Commission
KC International Academy Performance Contract**

The Missouri Charter Public School Commission (Commission) and KC International Academy (KCIA) enter into the following Performance Contract. This Performance Contract together with the attached exhibits, shall be considered the Charter for KCIA for the school year(s) beginning July 1, 2022 and ending June 30, 2024.

Basis for Contract

KCIA's previous sponsor voluntarily relinquished sponsorship of KCIA.

KCIA provided all of the materials required by DESE Rule and the Commission's Transfer Policy. At the time of transfer, the Commission analyzed a comprehensive body of evidence regarding KCIA's academic performance, organizational and fiscal viability, and its legal compliance. Based on this analysis, the Commission designated KCIA as "partially meeting expectations."

KCIA will be reviewed for renewal during the 2022-23 year. During this review, KCIA will provide specific plans for improvement in the event of renewal. Those plans, FY22 MAP results, and a comprehensive body of objective evidence will be analyzed to determine if the Commission will renew the school.

The Commission and KCIA agree that this Performance Contract replaces the prior contract between KCIA and KCIA's prior sponsor. The academic performance measures in that agreement are the performance goals for the remainder of this contract.

Governance

KCIA's governing board is responsible for ensuring compliance with this Performance Contract, including compliance with KCIA's bylaws, Commission policies, and sections 160.400 to 160.425 and 167.349, RSMo., and any other applicable state and federal laws or regulations. This includes but is not limited to criminal history reviews for employees and contractors, teacher certification, student health and welfare—including reporting of child abuse—and nondiscrimination in the school's operations.

Performance Monitoring

The Commission will annually evaluate KCIA based on the academic, learning, environment, fiscal, governance, and operational performance indicators specified in the Commission's Performance Framework and Commission policies. Those indicators include learning standards established by DESE. KCIA will submit required data through Epicenter.

The Performance Framework and policies governing oversight of Commission-sponsored schools may change from time to time. The Commission shall provide KCIA no less than sixty (60) days notice prior to implementing changes to these policies, and the opportunity to provide input which the Commission may or may not incorporate into its policies.

The Commission will conduct site reviews every year (using the Site Visit Protocol, attached as Exhibit 3) and, in the year prior to renewal, analyze KCIA's performance using the quality criteria and indicators of the School Quality Review Protocol (attached as Exhibit 4). Nothing prohibits MCPSC from conducting additional site visits or school quality reviews.

As part of its monitoring, the Commission will follow a progressive system of notification and calls for corrective action on the part of KCIA. Provided that the Commission has followed the progressive notification system and KCIA has been afforded the opportunity to address any breaches or failures, the Commission may decide not to renew or revoke this charter if KCIA breaches this Performance Contract, fails to meet performance measures KCIA outlined in its renewal application, or fails to adhere to mandated corrective actions. Corrective actions will be required if graduation rates at KCIA fall below 75% (for charter schools with a high school), the school's annual performance results are—in three of the last four years—below the resident district's, and the school is identified as persistently lowest achieving.

Procedures in the Event of Closure

Should the Commission decide to revoke the charter, the Commission and KCIA will follow the Commission's Closure Guide, including provisions required pursuant to Section 16 of 160.400, RSMo relative to the following:

- (1) Orderly transition of student records to new schools and archival of student records;
- (2) Archival of business operation and transfer or repository of personnel records;
- (3) Submission of final financial reports;
- (4) Resolution of any remaining financial obligations;
- (5) Disposition of the charter school's assets upon closure (including return of unobligated assets to the department of elementary and secondary education for their disposition); and
- (6) A notification plan to inform parents or guardians of students, the local school district, the retirement system in which the charter school's employees participate, and the state board of education within thirty days of the decision to close.

If not already established, the school's governing board must establish a reserve of \$75,000 in an escrow account or attorney trust account to be used for legal, accounting, and other expenses in case of the school's closure. This account must be funded within sixty (60) days of the date of execution of this contract.

Implementation

Any notices pursuant to this Performance Contract shall be communicated in writing using the addresses below the signatures of the parties. This Performance Contract may be executed by original or electronic signatures.

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

Material amendments to this Performance Contract must be approved by both parties to be

effective. Material amendments include, but are not limited to the following:

- Purchase or lease of a new facility or a change in the school's location,
- Change in the school's mission statement, or
- A change from the most recent application to the grade tier served (e.g., middle, elementary, or high school).

KCIA may enroll students up to 670 students in K-8 for each school year. Any increase of more than ten percent (10%) of the total enrollment must be approved in writing by the Commission.

The parties will confer in good faith to resolve any disputes regarding this Contract. If the parties' own efforts fail to resolve the issue, the parties agree to identify and engage a neutral third-party mediator prior to pursuing any legal remedies.

IN WITNESS WHEREOF, the Parties have made and entered into this Performance Contract.

By: _____

By: _____

Name: Robbyn G. Wahby
Executive Director
Missouri Charter Public School Commission

Name: Ramsey Atieh
Board Chair
KC International Academy

Date: July 1, 2022

Date: July 1, 2022

Exhibits

1. [MCPSC Performance Framework](#)
2. [MCPSC Intervention Process and Policy](#)
3. KCIA Renewal Application
4. KCIA Charter Application – not found at transfer
5. [Site Visit Protocol](#)
6. [School Quality Review Protocol](#)