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## **Charter School Contract**

between

**Hogan Preparatory Academy**  
A public charter school in Kansas City, MO

and

**University of Central Missouri**

Original charter: 5 year term  
1999 - 2004  
Approved February 17, 1999

Charter extended to June 30, 2005  
Approved December 12, 2003

Renewed and revised charter agreement: 5 year term  
July 1, 2005 – June 30, 2010  
Approved April 20, 2004

Renewed and revised charter agreement: 10 year term  
July 1, 2010 – June 30, 2020  
Approved October 29, 2009  
Enclosed contract signed June 24, 2010

Original Copy 1 to the University of Central Missouri

Departments of Career and Technology Education, Educational Foundations and Literacy,  
Educational Leadership and Human Development, and Elementary and Early Childhood Education

Equal Education and Employment Opportunity

## CHARTER SCHOOL CONTRACT

This Charter School Contract (hereinafter referred to as Agreement or Charter School Contract) entered into this 24<sup>th</sup> day of June, 2010 (and for the Term specified in Section 3.1) by and between the UNIVERSITY of CENTRAL MISSOURI, (hereinafter referred to as UCM and HOGAN PREPARATORY ACADEMY (hereinafter referred to as Hogan Prep), a Missouri nonprofit corporation incorporated pursuant to Chapter 355, RSMo. Both UCM and Charter School are also referred to herein individually as "Party" or collectively as "Parties."

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

WHEREAS, those statutes, Sections 160.400-160.420, RSMo., as amended, specify the method for establishing such charter schools and the requirements which must be met by such charter schools;

WHEREAS, UCM is authorized by those statutes to serve as a sponsor of such charter schools, in accordance with the provisions of such statutes, as it may, in its discretion, determine to be appropriate;

WHEREAS, Hogan Prep is a nonprofit corporation, organized under Chapter 355, RSMo.;

WHEREAS, the Parties intend that this Charter serve as a contract that governs the operation of Hogan Prep;

WHEREAS, UCM has adopted Charter School Policies and Procedures, Board of Governors Policy Manual, 3.1.070 dated December 14, 2001 and as may be amended from time to time;

WHEREAS, Hogan Prep, has been sponsored by UCM for an initial term and both Parties have mutually agreed to UCM's sponsorship for a third term;

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

### ARTICLE I—STATUS OF THE PARTIES

Section 1.1. Hogan Prep is a Missouri nonprofit corporation incorporated pursuant to the provisions of Chapter 355, RSMo. is currently in good standing with the State of Missouri; and shall, throughout the term of this Charter School Contract, remain in good standing.

Section 1.2. Hogan Prep is not a part of UCM and is a separate legal entity, none of whose directors, officers or employees shall be deemed to be an agent of UCM; has selected the method for election of officers specified in Section 355.326, RSMo. based on the class of

corporation selected; currently has a Governing Board, none of which is an employee of UCM; and agrees that, throughout the term of this Charter School Contract, none of the members of Hogan Prep's Governing Board shall be employees of UCM. Meetings of Hogan Prep's Governing Board Members shall be subject to the provisions of Sections 610.010-610.030, RSMo., commonly known as the Missouri Sunshine Law.

Section 1.3. UCM is a public institution of higher education established through the laws of the State of Missouri Chapter 174 and supplemented by Chapter 172, RSMo. In agreeing to sponsor Hogan Prep, a public charter school, and in agreeing to the terms and conditions stated herein, UCM is voluntarily exercising authority and powers expressly provided to it by the Missouri General Assembly in Sections 160.400-160.420, RSMo., as amended. Nothing contained in this Charter School Contract shall be deemed to be a waiver of UCM's autonomy, powers or immunities.

Section 1.4. Hogan Prep acknowledges that UCM's obligations and responsibilities as the sponsor of Hogan Prep is limited to those obligations and responsibilities set forth herein; or as otherwise separately agreed to in writing by authorized individuals, that neither it nor its Governing Board Members, officers or employees have authority to act as an agent for UCM or to enter into any contracts with third parties that purport to impose any obligations or responsibilities on UCM or which otherwise bind UCM in any manner whatsoever; that by agreeing to be the sponsor of Hogan Prep, UCM does not assume any obligation with respect to any director, employee, agent, parent, guardian, student, or independent contractor of Hogan Prep; and further acknowledges that this Charter School Contract is not intended to be for the benefit of any third party including, but not limited to, any director, employee, agent, parent, guardian, student, or independent contractor of Hogan Prep.

Section 1.5. The Parties hereto agree that nothing contained herein is intended nor shall it be deemed to constitute a waiver of any privileges or immunities to which UCM is otherwise entitled under the law and, in addition thereto, the Parties acknowledge that Section 160.400.7, RSMo. provides that as sponsor of Hogan Prep, UCM and its agents and employees are not liable for any acts or omissions of Hogan Prep, including acts or omissions relating to the charter submitted by Hogan Prep, the operation of Hogan Prep and the performance of Hogan Prep.

Section 1.6. Members of the Hogan Prep Governing Board are considered decision making public servants, as defined by Section 160.400.12, RSMo. Hogan Prep's Governing Board Members shall be subject to the same liability for acts while in office as if they were regularly and duly elected members of school boards in any other public school district in this state. Hogan Prep agrees that on or before the first day of each fiscal year of this contract, Hogan Prep shall provide UCM a current list of Board Members and officers including their business addresses. Hogan Prep shall provide UCM immediate notice of any change in the composition of Hogan Prep's Governing Board Members or officers including the name and business address of any new directors and officers. Hogan Prep agrees that criminal background checks and child abuse registry checks shall be conducted for each member of the Governing Board of Hogan Prep prior to membership on the Board. The Department of Elementary and Secondary Education (DESE) procedures specified for conducting criminal background checks and child abuse registry checks (hereinafter referred to as background checks) shall be used for

new Governing Board Members. Hogan Prep further agrees that no member of the Board or person employed or otherwise associated with Hogan Prep who has been convicted of or has pleaded nolo contendere to a crime related to misappropriation of funds or theft shall be engaged in direct processing of Hogan Prep funds unless approved in writing by UCM.

Section 1.7. The Parties acknowledge and agree that Hogan Prep has requested Local Education Agency status; and that this status has been approved by UCM and recognized by DESE.

Section 1.8. Parties acknowledge that Hogan Prep is exempt from all laws and rules that relate to schools, governing boards, and school districts, except as provided in Sections 160.400-160.420, RSMo.

## ARTICLE II—REQUIREMENTS BASED ON STATUTES

Section 2.0. Parties acknowledge that changes may be made in statutes which alter or amend the responsibilities and obligations of either Hogan Prep or UCM. Whatever changes are made in the law will take effect as prescribed in Section 6.4. of this agreement. In the event of changes in the law which are detrimental to either Party, either Party may terminate this Charter School Contract.

Section 2.1. Hogan Prep shall give a copy of its application to the School Board in the school district in which Hogan Prep is located, as required by the provisions of Section 160.405.1, RSMo.

Section 2.2. Since the Parties agree to a third term, Parties understand that the following current documents are attached and will be incorporated as a part of this Charter School Contract, these documents are required by Sections 160.400-160.420, RSMo. and amendments thereto, and/or by UCM, as the sponsoring entity:

A. A mission statement for Hogan Prep;

B. A description of Hogan Prep's organizational structure, method of selecting officers pursuant to Section 355.326, RSMo., the bylaws of the Governing Body of Hogan Prep, which shall be responsible for the policy and operational decisions of Hogan Prep; pursuant to Section 160.400.12, RSMo., eligibility of members to serve on the governing body, and commitment to adhere to Chapter 105, RSMo. and Missouri Constitution Article VII, Sec. 6;

C. A financial plan for the next three (3) years of operation of Hogan Prep including provisions for annual audits, to be updated annually throughout the term of this Charter School Contract as a part of the detailed budget for the ensuing academic year;

D. A copy of Hogan Prep's policies, including securing personnel services, its personnel policies, personnel qualifications, and professional development plan for the next three (3) years of operation of Hogan Prep;

E. A description of the grades or ages of students to be served by Hogan Prep, including maximum school enrollment, pupil/teacher ratios, and attendance policies;

F. Hogan Prep's calendar of operation for the first year of operation under this contract which shall include at least the equivalent of a full school term as defined in Section 160.011, RSMo. as amended;

G. A copy of the academic accountability plan designed to measure the effectiveness of Hogan Prep, as required in Section 2.7 of this Agreement and specified in Section 160.405, RSMo.;

H. A description of how Hogan Prep will address admission and enrollment, as specified in Section 2.12 and, if Hogan Prep is oriented to high-risk students and to the re-entry of dropouts, then this description also will address how the mission, curriculum, teaching methods, and services support this designation, as prescribed in Section 160.405.2(4), RSMo.;

I. A copy of the comprehensive program of instruction required in Section 2.6 below;

J. A description of parental, professional educator and community involvement in Hogan Prep governance and operations;

K. A Monitoring Plan outlining UCM's scheduled and ongoing oversight activities pursuant to RSMo. Sections 160.400 et seq; and

L. DESE Charter School Application Form with statutory compliance sections completed.

Section 2.3. Hogan Prep shall be nonsectarian in its programs, its admission policies, its employment practices and all other aspects of its operations.

Section 2.4. Hogan Prep shall comply with all laws and regulations of the state relating to health, safety and minimum educational standards.

Section 2.5. Hogan Prep shall be financially accountable, use practices consistent with the Missouri financial accounting manual, take commercially prudent precautions in the deposit and investment of all funds, provide for an annual audit by a certified public accountant, maintain a surety bond or equivalent on the chief financial officer of Hogan Prep in an amount determined by UCM to be adequate based on the cash flow of Hogan Prep and provide liability insurance to indemnify Hogan Prep, its Governing Board, its staff and its teachers against tort

claims; provide to UCM within sixty (60) days a corrective action, to be approved by UCM, that addresses material internal control deficiencies identified in any annual audit; and provide to UCM all financial documents relevant to each annual audit .

Section 2.6. Hogan Prep shall provide to UCM for approval a comprehensive program of instruction for the grade level(s) and age(s) specified in its application/renewal and, at the request of UCM, will submit notice to UCM of annual revisions throughout the term of this Charter School Contract.

Section 2.7. Hogan Prep shall attach a student academic accountability plan approved by UCM that will measure pupil progress on a specified timeframe toward the pupil academic standards adopted by the State Board of Education pursuant to the provisions of Section 160.514, RSMo. and Hogan Prep agrees to submit annual revisions and progress reports to UCM for approval.

Section 2.8. Hogan Prep shall collect data during the term of this Charter School Contract for the purpose of determining how Hogan Prep is performing; and, to the extent applicable, participate in the statewide system of assessments comprised of the essential skills tests and the nationally standardized norm referenced achievement tests, as designated by UCM and the Missouri State Board of Education pursuant to the provisions of Section 160.518, RSMo.

Section 2.9. Hogan Prep shall make available for public inspection and provide upon request: Charter School Contract and Hogan Prep's most recent annual report card as prescribed in Section 160.522, RSMo. Hogan Prep shall certify to UCM that Background Checks as required by law have been completed and the same revealed no basis for non-employment and other association of the individual with Hogan Prep and further certify all obligations of Hogan Prep under Section 1.6. of this Agreement.

Section 2.10. Hogan Prep shall report to UCM, to the Governing Board of the district in which the proposed Hogan Prep is to be located and to the Missouri State Board of Education as to Hogan Prep's teaching methods and any educational innovations and the results thereof, and provide data required for the study of charter schools pursuant to the provisions of Section 160.410.4, RSMo.

Section 2.11. Hogan Prep shall assure that the needs of special education children are met in compliance with applicable federal and state laws and regulations and in compliance with Section 160.415, RSMo.

Section 2.12. Hogan Prep shall enroll all pupils resident in the school district in which it operates and who apply for admission. If capacity is insufficient to enroll all pupils who submit a timely application, Hogan Prep shall have an admissions process that assures all applicants of an equal chance of gaining admission except as follows:

A. Hogan Prep may establish a geographical area around Hogan Prep whose residents will receive a preference for enrolling in Hogan Prep; provided, however, that such preferences do not result in the establishment of racially or socio-economically isolated

charter schools and provided further that such preferences conform to policies and guidelines established by the Missouri State Board of Education; and

B. Hogan Prep may also give a preference for admission of children whose siblings attend Hogan Prep or whose parents are employed at Hogan Prep.

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

Section 2.14. Hogan Prep shall comply with Section 160.405(2), RSMo., including requirements relating to school discipline.

Section 2.15. Clearance of Background Checks shall occur before the employment of any employee pursuant to the provisions of Section 160.420.2, RSMo. DESE procedures specified for conducting Background Checks shall be used for new Hogan Prep employees prior to hiring.

Section 2.16. Hogan Prep shall provide assurance of compliance by Governing Board Members with Sections 105.450, 105.483, 105.485, 105.489, RSMo.

Section 2.17. Hogan Prep shall comply with laws, regulations and ordinances of the state, county, and city, if required by Charter School Law, and specifically Sections 160.400-160.420, RSMo.

Section 2.18. In addition to complying with the terms and conditions expressly provided in this Charter School Contract, Hogan Prep shall comply with all provisions of Sections 160.400-160.420, RSMo.

### ARTICLE III—TERM OF THE CHARTER SCHOOL CONTRACT

Section 3.1. The term of this Charter School Contract shall be for ten years from the 1<sup>st</sup> day of July, 2010 to the 30<sup>th</sup> day of June, 2020, unless terminated prior to that time in accordance with the provisions of Article V below.

### ARTICLE IV—NOTIFICATION

Section 4.1. Hogan Prep shall notify UCM within ten (10) days of any circumstance requiring the closure of Hogan Prep, including but not limited to a natural disaster, such as an earthquake, storm, flood or other weather-related event, other extraordinary emergency, or destruction of or damage to the school facility.

Section 4.2. Hogan Prep shall within ten (10) days notify UCM of the arrest of any members of Hogan Prep's Governing Board or Hogan Prep employees for a crime punishable as a felony or any crime related to the misappropriation of funds or theft.

Section 4.3. Complaints or concerns received by UCM about Hogan Prep or its operation, including but not limited to complaints filed with the Office for Civil Rights, Department of Fair Employment and Housing, Equal Employment Opportunity Commission, and Division of Family Services shall be forwarded within ten (10) days by UCM to Hogan Prep.

Section 4.4. Complaints or concerns received by Hogan Prep, including but not limited to complaints filed with the Office for Civil Rights, Department of Fair Employment and Housing, Equal Employment Opportunity Commission, and Division of Family Services shall be forwarded within ten (10) days by Hogan Prep to UCM.

Section 4.5. Hogan Prep shall notify UCM within ten (10) days of any requested change in its corporate status with the Missouri Secretary of State's Office.

Section 4.6. Hogan Prep shall notify UCM within ten (10) days of a default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more.

#### ARTICLE V—TERMINATION OF CHARTER SCHOOL CONTRACT

Section 5.1. UCM may terminate this Charter School Contract at any time if Hogan Prep commits a serious breach of one or more provisions of this Charter School Contract or on any of the following grounds:

- A. Failure to meet academic performance standards as set forth in this Charter School Contract or as reasonably required of Hogan Prep in writing by UCM from time to time during the term of this Charter School Contract;
- B. Failure to meet generally accepted standards of fiscal management;
- C. Violation of applicable federal or state laws;
- D. A change in the provisions of statutes which alters or amends the responsibilities and obligations of either Hogan Prep or UCM and the Parties hereto are unable to agree upon amendments to this Charter School Contract necessary to conform its terms and conditions to said statutory amendments;
- E. Insufficient enrollment to successfully operate or if Hogan Prep has lost more than fifty percent (50%) of capacity, as described in Attachment E;
- F. Hogan Prep is insolvent, has been adjudged bankrupt without regard to bankruptcy laws to the contrary, or has operated for two or more school fiscal years with a fund balance deficit;
- G. Hogan Prep's Governing Board, directors, officers, employees or agents have provided false or misleading information or documentation to UCM in connection with the issuance of this Agreement or Hogan Prep's reporting requirements under this Agreement or applicable law; and



H. Hogan Prep has failed to provide information necessary to confirm compliance with all provisions of this Charter School Contract and Sections 160.400-160.420 and 167.349, RSMo., within forty-five (45) days following receipt of written notice requesting such information, or violation of law.

Section 5.2. In lieu of such termination referred to in Section 5.1 above, UCM may, at its discretion, place Hogan Prep on probationary status to allow an opportunity for Hogan Prep to implement a remedial plan approved by UCM to correct performance deficiencies described in writing by UCM, after which, if those performance deficiencies are not corrected to the satisfaction of UCM, UCM may elect to terminate this Charter School Contract.

Section 5.3. At least sixty (60) days prior to terminating this Charter School Contract in accordance with the provisions of Article V hereof, UCM shall notify Hogan Prep's Governing Board, in writing, of the proposed action and the reasons therefore. Hogan Prep's Governing Board may request a hearing prior to such termination by requesting such a hearing within fourteen (14) calendar days after receipt of such notice from UCM.

Section 5.4. If Hogan Prep's Governing Board makes a timely written request for such a hearing, the hearing shall be conducted in accordance with administrative hearing procedures established by UCM Board of Governors Policy 3.1.070. Final decisions of UCM to terminate this Charter School Contract prior to the end of the term thereof shall be subject to judicial review pursuant to the provisions of Chapter 536, RSMo. and Section 160.405.7(4), RSMo.

Section 5.5. Except as provided in Section 5.6. below, no termination of this Charter School Contract by UCM shall be effective until the conclusion of the school year in which such decision to terminate is made by UCM.

Section 5.6. If UCM determines that continued operation of Hogan Prep presents a clear and immediate threat to the health and safety of the children enrolled therein, the effective date of such termination shall be the date upon which UCM renders its final decision to terminate.

## ARTICLE VI – AMENDMENTS

Section 6.1. Process for Amendment Initiated by Hogan Prep. Hogan Prep, by a majority vote of its Governing Board, may, at any time, propose specific changes in this Agreement or may propose a meeting to discuss potential revision of this Agreement. The proposal will be made to UCM through its Director of Midwest Center for Charter Schools and Urban Education. The proposal shall be reviewed by the Dean of the College of Education who shall make a recommendation to the UCM Board of Governors. The UCM Board of Governors shall consider the Dean's recommendation and vote upon a change proposed by the Charter School, provided, if the recommendation is negative, the vote shall be following an opportunity for a presentation to the Board of Governors by Hogan Prep, as well as one by the UCM Director of Midwest Center for Charter Schools and Urban Education.

Section 6.2. Process for Amendment Initiated by UCM. UCM Board of Governors, or its authorized designee may, at any time, propose specific changes in this Agreement or may propose a meeting to discuss potential revision of this Charter School Contract. UCM delegates to the UCM Dean of the College of Education the review and negotiation of changes or amendments to this Agreement. Hogan Prep Governing Board may delegate to an officer of Hogan Prep the review and negotiation of changes or amendments to this Agreement. The Agreement shall be amended as requested by UCM Dean of the College of Education upon approval of the UCM Board of Governors and upon a majority vote of Hogan Prep Governing Board.

Section 6.3. Final Approval of Amendments. Amendments to this Agreement take effect only after they have been approved by the Governing Board of Hogan Prep and by UCM Board of Governors.

Section 6.4. Change in Existing Law. If, after the effective date of this Agreement, there is a change in applicable law that alters or amends the responsibilities and obligations of Hogan Prep or UCM, this Agreement shall be altered or amended to reflect the change in existing law as of the effective date of such change. The responsibilities and obligations of Hogan Prep and UCM shall conform to and be carried out in accordance with the change in applicable law unless either party elects to terminate the Agreement under Section 2.0.

#### ARTICLE VII—FUNDING SOURCES, TUITION AND FEES

Section 7.1. As a charter school, Hogan Prep shall be eligible to receive state school aid and other funding to the extent provided in Section 160.415, RSMo. and shall comply with all provisions of law set forth therein and all provisions of law incorporated by reference therein.

Section 7.2. Hogan Prep may not charge tuition, nor may it impose fees that a school district is prohibited from imposing.

Section 7.3. The expenses associated with sponsorship of charter schools shall be defrayed by DESE retaining the lesser of (a) one and five-tenths percent of the amount of state and local funding allocated to Hogan Prep or (b) \$125,000 adjusted for inflation (by DESE) and remitting the retained funds to UCM, in accordance with Section 160.400, RSMo.

#### ARTICLE VIII—AUTHORIZATION FOR EMPLOYMENT OF PERSONNEL

Section 8.1. As a charter school, Hogan Prep may employ non-certificated instructional personnel; provided, however, that no more than twenty percent (20%) of the full-time equivalent instructional staff positions at Hogan Prep are filled by non-certificated personnel and provided further that all non-certificated instructional personnel shall be supervised by certificated instructional personnel. All noncertified instructional personnel shall be supervised by certificated instructional personnel and an annual supervisory plan shall be maintained in the personnel file for each non-certificated personnel.

Section 8.2. Hogan Prep shall ensure that all instructional employees of Hogan Prep have experience, training and skills appropriate to the instructional duties of the employee, and shall ensure that a criminal background check and child abuse registry check are conducted for each employee of Hogan Prep prior to the hiring of the employee. DESE procedures specified for conducting Background Checks shall be used for new Hogan Prep employees prior to hiring of the employee. Hogan Prep may not employ instructional personnel whose certificate of license to teach has been revoked or is currently suspended by the State of Missouri Board of Education. Appropriate experience, training and skills of non-certificated instructional personnel shall be determined by considering the following:

- A. Teaching certificates issued by another state or country;
- B. Certification by the National Standards Board;
- C. College degrees in the appropriate field;
- D. Evidence of technical training and competence when such is appropriate; and
- E. Level of supervision and coordination with certificated instructional staff.

Section 8.3. Hogan Prep shall notify UCM within ten (10) days of the arrest and/or conviction of any members of Hogan Prep's Governing Board or Hogan Prep employees for a crime punishable as a felony or any crime related to the misappropriation of funds or theft and no member of the Governing Board or person employed or otherwise associated with Hogan Prep who has been convicted of or has pleaded nolo contendere to a crime related to misappropriation of funds or theft shall be engaged in direct processing of Hogan Prep funds unless approved in writing by UCM.

Section 8.4. Pursuant to Section 160.420.3, RSMo. personnel employed by Hogan Prep shall participate in the retirement system of the Kansas City, Missouri School District.

#### ARTICLE IX—INDEMNIFICATION, COVENANT NOT TO SUE AND INSURANCE

Section 9.1. Hogan Prep agrees to indemnify and hold UCM, its Board of Governors and members thereof, its officers, employees and agents harmless from all claims, demands and liability, including attorney fees and related costs, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise out of or are in any manner connected with Hogan Prep's operations or which are incurred as a result of the reliance of UCM upon the accuracy of information provided to it by Hogan Prep. Hogan Prep hereby covenants not to sue UCM or any of its Governors, officers, employees, agents or representatives for any matters that arise under this Charter School Contract unless the Hogan Prep's claim is based upon UCM's serious breach of this Charter School Contract or the gross negligence or willful misconduct of UCM or any of its Governors, officers, employees, agents or representatives (but only as such gross negligence or willful misconduct pertains to this

Charter School Contract). UCM does not assume any obligation with respect to any director, employee, agent, parent, guardian, student, or independent contractor of Hogan Prep, and no such person shall have the right or standing to bring suit against UCM or any of its Governors, employees, agents or independent contractors as a result of the issuing, overseeing, placing on probationary status, terminating or revoking of this Charter School Contract.

Section 9.2. Insurance. In addition to the obligations imposed in the preceding section, Hogan Prep agrees that the insurance required by the provisions of Section 160.405.5(4), RSMo. and Section 2.5 of this Charter School Contract shall name UCM Board of Governors and its officers, employees, and agents as additional named insured for any covered loss of any kind whatsoever which they or any of them legally may be required to pay and which arise out of or are in any manner connected with Hogan Prep's operations or which are incurred as a result of the reliance of UCM upon the accuracy of information provided to it by Hogan Prep.

#### ARTICLE X—RESERVATION OF RIGHT TO MONITOR PERFORMANCE

Section 10.1. Notwithstanding its approval of Hogan Prep's application to operate a charter school, UCM reserves the right throughout the term of this Charter School Contract to monitor Hogan Prep's performance of its obligations under applicable laws and under this Charter School Contract, its management and its operations. Such monitoring may include all relevant aspects of Hogan Prep's performance, management and operations. The Parties acknowledge and agree that UCM may, at its discretion, conduct announced or unannounced site visits consistent with its oversight authority. Such site visits may include any activities reasonably related to fulfillment of UCM's oversight responsibilities including, but not limited to, inspection of the facilities; inspection of records maintained by Hogan Prep; interviews and observations of its principal/director, Governing Board, staff, school families, and community members; and/or observation of classroom instruction.

Section 10.2. The Parties acknowledge and agree that Hogan Prep shall timely provide to UCM any reports necessary and reasonably required for UCM to meet its oversight and reporting obligations, pursuant to Section 160.405.8, RSMo.

Section 10.3. UCM and Hogan Prep Governing Board and staff of Hogan Prep shall from time to time, but no less frequently than once every two (2) years, jointly review Hogan Prep's performance, management and operations.

Section 10.4. UCM did not ask for nor receive from Hogan Prep any fee of any type for its consideration of the proposed charter submitted by Hogan Prep. UCM has not imposed as a condition for its consideration of the proposed charter a promise of future payment of any kind by Hogan Prep.

#### ARTICLE XI—FACILITIES

Section 11.1. Facilities shall meet all applicable health, safety and fire code requirements and shall be of sufficient size to safely house anticipated enrollment.

Section 11.2. All Facilities shall conform with applicable provisions of the Americans with Disabilities Act and any other federal or state requirements applicable to charter schools.

Section 11.3. Hogan Prep's relocation to different Facilities shall constitute a material change to this Charter School Contract and shall be subject to the conditions as well as those listed in Article VI of this contract:

- A. Notification to the UCM;
- B. Submission of a valid Certificate of Occupancy or Temporary Certificate of Occupancy for the new Facilities at least thirty (30) days prior to the first day of occupancy;
- C. Evidence that the Facilities meet applicable health, safety and fire code requirements; and
- D. Evidence that the Facilities are of sufficient size to safely house anticipated enrollment.

#### ARTICLE XII—GENERAL TERMS AND CONDITIONS

Section 12.1. Assignment. This Charter School Contract is not assignable by Hogan Prep without the prior written consent of the President of UCM.

Section 12.2. Successors and Permitted Assigns. The terms and conditions of this Charter School Contract are binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 12.3. Entire Contract. This Charter School Contract sets forth the entire agreement between UCM and Hogan Prep with respect to the subject matter of this Charter School Contract. All prior contracts, representations, statements, negotiations, understandings, and undertakings are superseded by this Charter School Contract.

Section 12.4. Amendments. None of the terms or conditions herein shall in any manner be altered, amended, waived, or abandoned, except by written agreement of the Parties, executed by authorized representatives of the Parties.

Section 12.5. Other Contracts. Nothing contained in this Charter School Contract or in the provisions of Sections 160.400-160.420, RSMo. requires or prohibits the Parties from entering into separate contracts related to Hogan Prep's need to procure professional services from UCM or its faculty and staff including, but not limited to, sponsored research contracts, consulting contracts, etc. If the Parties desire to enter into such separate contracts, they will be in writing and shall set forth the terms and conditions thereof including the consideration to be paid therefore.

Section 12.6. Severability. If any provision of this Charter School Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity or enforceability of the remainder of the provision or the remaining provisions of this Charter School Contract.

Section 12.7. Non-Waiver. No term or provision of this Charter School Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or waiver of, a breach or default of the other, whether expressed or implied, shall constitute a consent to, or waiver of, or excuse for any different or subsequent breach or default.

Section 12.8. Governing Law and Venue. This Charter School Contract shall be governed and controlled by the laws of the State of Missouri as to interpretation, enforcement, validity, construction and effect, and in all other respects. This Charter School Contract shall be construed fairly as to both Parties and not in favor of or against either Party, regardless of which Party prepared the Charter School Contract. Venue for all actions and proceedings shall be in Warrensburg, Johnson County, Missouri.

Section 12.9. Counterparts. This Charter School Contract shall be executed in one or more counterparts and all such counterparts shall constitute one and the same instrument.

Section 12.10. Notices. Any and all notices permitted or required to be given hereunder shall be deemed duly given: (i) upon the date of actual delivery, if delivery is by hand; or (ii) upon the date of actual delivery, if delivery is by first class mail, postage prepaid; or (iii) upon electronic confirmation of receipt, if delivery is by facsimile transmission. Each such notice shall be sent to the respective Party at the address or facsimile number indicated below:

To UCM:

Michael Wright, Dean  
University of Central Missouri  
2250 Lovinger Hall,  
Warrensburg, MO 64093  
Fax No.: (660) 543-4167

To Hogan Prep:

Danny Tipton, Principal  
Hogan Preparatory Academy  
1221 E. Meyer Blvd.  
Kansas City, MO 64131  
Fax No.: (816) 363-0473

IN WITNESS WHEREOF, the Parties hereto have executed this Charter School Contract and /or authorized same to be executed by their duly authorized representatives as of the date shown beside their respective signatures.

University of Central Missouri

By Richard Phillips

Date 6-24-10

Richard Phillips, President  
UCM Board of Governors

Hogan Prep

By Donna Calvin

Date 6/23/10

Donna Calvin, President  
HPA Board of Directors

List of Attachments as presented in Section 2.2.

The following current documents are attached and incorporated as a part of this Charter School Contract. These documents are required by Sections 160.400-160.420, RSMo. and amendments thereto, or by the University of Central Missouri, as the sponsoring entity.

<u>Attachment</u>	<u>Title</u>
Attachment A	Mission Statement
Attachment B	Organizational Structure and By-Laws
Attachment C	Financial Plan
Attachment D	Charter School Board Policies
Attachment E	Grade Levels, School Capacity, and Attendance Policies
Attachment F	School Calendar
Attachment G	Accountability Plan
Attachment H	Enrollment and Admissions
Attachment I	Program of Instruction
Attachment J	Parental, Professional Educator, and Community Involvement
Attachment K	Monitoring Plan
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