

**Missouri Charter Public School Commission / Brookside Charter School Contract & Performance Agreement**

WHEREAS, the Missouri legislature has authorized the establishment of public charter schools in the Kansas City Public School District; and

WHEREAS, the Missouri Charter Public School Commission (“Sponsor”) has the authority to sponsor charter schools pursuant to 160.425.1; and

WHEREAS, the Charter School (defined below) is an independent public school; and

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

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

WHEREAS, on May 30, 2018 the Sponsor approved the proposed charter (“Charter Application”); and

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

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

This Agreement constitutes a Charter School Performance Contract (the “charter”) effective the 1st day of November, 2018 (the “Effective Date”), by and between Missouri Charter Public School Commission (the “Sponsor”) and BSDS, Inc., a Missouri nonprofit corporation located at 1815 East 63 Street, Kansas City, Missouri 64130, doing business as Brookside Charter School (the “Charter School” or the “School”). The Sponsor and the Charter School are referred to collectively as the “Parties.”

**Part I: Establishment of the Charter School**

**1.1 Parties.**

1.1.1 This Charter is entered into between the Charter School and its governing board and the Missouri Charter Public School Commission (the “Sponsor”).

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

1.1.3 The person authorized to sign on behalf of the Sponsor is the Executive Director.

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

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

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

1.1.7 No material amendment to this Charter shall be valid without the approval of the governing board of the Charter School and Sponsor.

1.1.8 Charter School Governing Board.

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

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

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

1.1.8.4 No member of the governing board shall hold any office or employment from the board or the Charter School while serving as a governing board member.

1.1.8.5 No member of the governing board shall have any substantial interest, as defined in section 105.450, RSMo, in any entity employed by or contracting with the board.

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

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

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

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

## **1.2 Location.**

1.2.1 The Charter School shall provide educational services, including delivery of instruction, at the following Location: 1815 East 63 Street, Kansas City, MO 64130.

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

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

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

## **1.3 Facilities.**

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

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

1.3.3 The Facilities shall meet all applicable health, safety and fire code requirements and shall be of sufficient size to safely house anticipated enrollment, including but not limited to:

- Submission of a valid Certificate of Occupancy or Temporary Certificate of Occupancy for the new Facilities;
- Evidence that the Facilities meet applicable health, safety and fire code requirements; and
- Evidence that the Facilities are of sufficient size to safely house anticipated enrollment.

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

1.3.5 The Charter School's purchase, lease or relocation of different Facilities shall constitute a material change to this Charter and shall be subject to the following conditions:

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

1.3.6 The Charter School shall provide the Sponsor with a written, signed copy of the lease, purchase agreement and/or other such facilities agreement (the "Facilities Agreement") for the primary facilities and any ancillary facilities identified by the Charter School and such certificates and permissions as are necessary to operate the Charter School in the proposed Facilities for at least the first year of the School's operation.

#### **1.4 Intentionally omitted.**

#### **1.5 Closure.**

In the event that the Charter School is required to cease operation for any reason, including but not limited to non-renewal, revocation, or voluntary surrender of the Charter, the Charter School shall comply with the Sponsor's school closure requirements.

### **Part 2: School Operation**

#### **2.1 Mission Statement.**

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

#### **2.2 Term of the Charter.**

The Term of this Charter shall be five (5) years and begins July 1, 2018 the fiscal year in which students are first enrolled. The Charter School and Sponsor have mutually agreed that if these benchmarks are not met, the school will not be eligible for contract renewal and the School will voluntarily relinquish its Charter at the end of the 2023-2024 school year.

#### **2.3 Purpose.**

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

#### **2.4 Renewal.**

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

2.4.1 The Charter School and Sponsor mutually agree if the Commission determines the performance benchmarks Exhibit A of the charter application and the in this contract are not met the Charter School shall not be eligible for contract renewal and the Charter School will voluntarily relinquish its Charter at the end of the contract term.

## **2.5 Age; Grade Range; Number of Students.**

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

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

Year 1 – 2018-19 Grades Pk-8 serving 786 students in two (2) schools (one LEA)

Year 2 – 2019-20 Grades Pk-8 serving 810 students in two (2) schools (one LEA)

Year 3 – 2020-21 Grades Pk-8 serving 810 students in two (2) schools (one LEA)

Year 4 – 2021-22 Grades Pk-8 serving 810 students in two (2) schools (one LEA)

Year 5 – 2022-23 Grades Pk-8 serving 810 students in two (2) schools (one LEA)

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

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

2.5.4 Commencing or continuing instruction where the total number of students enrolled is ten percent (10%) less or greater than the projected enrollment for that school year, shall be a material change to the terms of this Charter and shall require prior written approval from the Sponsor. The Sponsor's approval of increases or decreases in student enrollment will be based on the Charter School's ability to demonstrate that such material changes in enrollment will not compromise the fiscal and educational integrity of the Charter School.

## **2.6 Student Recruitment and Enrollment.**

Enrollment in the Charter School shall be conducted consistent with a plan to be approved by the Sponsor.

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

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

## **2.7 Volunteer Requirements.**

Any requirement that parents commit a number of volunteer hours shall be subject to a waiver process that considers individual family circumstances.

## **2.8 School Calendar; Hours of Operation.**

The days and hours of operation of the Charter School shall not be materially less (defined here as more than ten percent (10%) less total time) than those set forth in the Charter. In no event shall the days and hours of operation fail to meet minimum requirements established pursuant to section 160.011, RSMo.

## **2.9 Admissions and Enrollment.**

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

2.9.1 Admit and enroll all pupils who are resident within the Kansas City Public School District, contingent on available capacity. If capacity is insufficient to enroll all pupils who submit a timely application, the Charter School shall implement a random admissions policy as presented in the Charter Application or otherwise approved by the Sponsor subject to the exceptions presented in the following subsection.

#### **2.10 Admissions and Enrollment Preferences.**

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

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

2.10.2 The Charter School may give preference for admission of children whose siblings attend the School provided the sibling is eligible to attend pursuant to section 160.410.2(1) and/or (2) RSMo.

2.10.3 The Charter School may give preference for children whose parents are employed at the School provided the children are eligible to attend pursuant to section 160.410.2(1) and/or (2) RSMo.

2.10.4 The Charter School may establish a geographical area around the school whose residents will receive a preference for enrolling in the school, provided that such preferences do not result in the establishment of racially or socioeconomically isolated schools and provided such preferences conform to policies and guidelines established by the state board of education.

2.10.4.1 Changes to the Charter School established geographic area described in the Charter Application shall be material changes to the terms of this Charter and shall require prior written authorization from the Sponsor.

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

#### **2.11 Attendance.**

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

#### **2.12 Student Conduct and Discipline.**

The Charter School shall adopt and adhere to a student Discipline Policy that satisfies the applicable requirements of section 160.261, RSMo.

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

#### **2.14 Performance Expectations.**

In the first year, within 90 days following the first date required by Missouri Department of Elementary and Secondary Education to report student data, the Sponsor and Charter School shall – based on state accountability systems, the Sponsor's performance expectations, and the educational goals and objectives set out in the Charter Application – finalize the performance indicators contained in the Monitoring Plan.

2.14.1 The Sponsor shall provide the Charter School a reasonable opportunity to incorporate school-specific performance measures provided that any such measures shall be demonstrably related to the School's mission.

2.14.1.1 Performance Benchmarks are outlined in Section A.7 and Appendix A.7.1.

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

**2.15 Governance.**

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

2.15.1.1 The governing board of the Charter School is responsible for providing to the Sponsor all documents related to board meetings including but not limited to meeting notice, minutes, agenda, and agenda related materials within one week post-meeting.

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

2.15.2.1 No board member shall be removed by the board in the last year of this charter agreement without prior written approval of the Sponsor.

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

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

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

**2.16 Comprehensive Management/Education Service Provider/Joint Application.**

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

2.16.1 The Charter School shall comply with all Sponsor requests for information about the license agreement to ensure that the Charter School is in compliance with all provisions of this Charter and sections 160.400 to 160.420 and 167.349, RSMo.

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

2.16.3 The termination or change of a license agreement shall constitute a material change to the terms of the Charter and shall be subject to prior written authorization from the Sponsor.

**2.17 Employment.**

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

**2.18 Employee Certification.**

2.18.1 The Charter School may employ non-certificated personnel provided that:

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

2.18.1.2 all non-certificated instructional personnel are supervised by certificated instructional personnel.

2.18.2 The Charter School shall ensure that all instructional employees of the charter school have experience,

training and skills appropriate to the instructional duties of the employee. For non-certificated instructional personnel, appropriate experience, training and skills shall be determined according to the criteria set forth in section 160.420.2, RSMo.

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

2.18.4 The Charter School shall maintain copies of individual employment agreements or contracts on file at the School. Such files shall be subject to periodic inspection by the Sponsor.

2.18.5 Criminal History Review.

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

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

2.18.5.3 The governing board must have clear policies related to the employment of individuals who have been convicted of or has pleaded nolo contendere to a crime punishable for a position of supervisory or disciplinary authority over school children. For the purposes of this subsection, any person employed to provide cafeteria, transportation, or janitorial or maintenance services by any person or entity that contracts with the School to provide such services shall be considered to be in a position of supervisory authority over school children.

2.18.5.4 No member of the governing board or person employed or otherwise associated with the Charter School who has been convicted of or has pleaded nolo contendere to a crime related to misappropriation of funds or theft shall be engaged in direct processing of Charter School funds.

## **2.19 Student Welfare and Safety.**

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

## **2.20 Non Discrimination.**

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

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

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

## **2.21 Health & Safety.**

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

## **2.22 Services Agreements and Partnerships.**

2.22.1 Nothing in this Charter shall be interpreted to prevent the Charter School from entering into contracts or other agreements with a school district, community partnership, state agency, or other entity for services related to the operation of the school consistent with sections 160.415.6 and 160.415.7, RSMo.

2.22.1.1 The terms of such contracts for services shall be negotiated between the School and the local school board or other entity.

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

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

## **2.23 Transportation.**

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

## **2.24 Public Inspection.**

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

2.24.1 This Charter, including all Exhibits, Attachments and Amendments (as approved by the Sponsor).

2.24.2 The most recent annual report on the School’s performance provided by the Sponsor.

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

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

2.24.5 The agenda and minutes of past governing board meetings.

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

## **2.26 Exemptions.**

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

## **Part 3: Educational Program**

### **3.1 Assessment of Student Performance.**

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

3.1.1 At a minimum, the Charter School shall administer the following statewide performance assessments or subsequently adopted equivalent:

- Missouri Assessment Program (grades three through eight)
- End of Course Assessments (grades high school)
- Missouri Assessment Program- Alternate (when applicable)

3.1.2 The Charter School shall certify annually that students have participated in the state assessment program



pursuant to section 160.518, RSMo.

3.1.3 The Charter School shall provide data generated from assessments articulated in the Performance Benchmarks directly from the third-party testing source when applicable.

### **3.2 Educational Program and Curriculum.**

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

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

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

### **3.3 Special Education.**

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

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

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

3.3.3 The Charter School may provide special services pursuant to a contract with a school district or any provider of such services.

3.3.4 The Charter School shall promptly notify the Sponsor if any Child Complaints are filed with the MO Department of Elementary and Secondary Education.

### **3.4 English Language Learners.**

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

### **3.5 Student Conduct and Discipline.**

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

### **3.6 School Records and Reporting.**

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

3.6.1 The Charter School shall have a document retention policy that includes permanent and perpetual document storage. In the event of closure the Sponsor, the Kansas City Public School District and the Department of Elementary and Secondary Education will be given access to all documents.

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

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

## **Part 4: Charter School Finance**

### **4.1 Fiscal Year.**

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

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

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

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

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

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

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

### **4.3 State School Aid.**

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

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

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

4.4.1. State School Aid as a LEA

4.4.1.1 The Charter School is entitled to receive directly from DESE an annual amount equal to the product of the charter school's weighted average daily attendance and the state adequacy target, multiplied by the dollar value modifier for the district, plus local tax revenues per weighted average daily attendance from the incidental and teachers funds in excess of the performance levy as defined in section 163.011, RSMo, plus all other local and state aid attributable to such pupils.

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

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

4.4.1.4 The Charter School shall be eligible for a proportionate share of money generated under other federal or state categorical aid programs to the extent the School serves students eligible for such aid.

### **4.5 Tuition and Fees.**

4.5.1 The Charter School shall not charge tuition or fees of any kind as a condition of enrollment.

4.5.2 The Charter School shall not impose any fees that a school district would be prohibited from imposing.

4.5.3 Nothing in this section shall be interpreted to prohibit a Charter School from imposing fees that a school district would be permitted to impose.

#### **4.6 Debt.**

4.6.1 The Charter School is authorized to incur debt in anticipation of receipt of funds including borrowing to finance facilities and other capital items provided that such incursion of debt or borrowing include a satisfactory plan for repayment.

4.6.2 Any new incursion of debt or borrowing in excess of \$10 million shall constitute a material amendment to this charter requiring prior Sponsor approval based on the Charter School's demonstration of a satisfactory plan for repayment.

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

#### **4.7 Grants, Gifts and Donations.**

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

#### **4.8 Financial Accounting and Reporting.**

The Charter School shall timely submit to the Sponsor and DESE all accounting and reporting in accordance with the Monitoring Plan.

4.8.1 The Charter School shall adhere to practices that are consistent with the Missouri financial accounting manual.

4.8.2 All required Charter School accounting and reports shall be submitted to the Sponsor in a format compatible with Generally Accepted Accounting Principles ("GAAP").

4.8.3 The Charter School shall submit to DESE an Annual Secretary of the Board report ("ASBR") on or before August 15.

#### **4.9 Financial Audit.**

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

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

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

4.9.2.1 The selection of the auditor shall require prior approval by the Sponsor.

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

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

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

4.9.6 In the event that the Charter School has local education agency (“LEA”) status, the Financial Audit shall satisfy the requirements of the Every Student Succeeds Act and the reauthorized Elementary and Secondary Education Act for audits of such agencies.

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

#### **4.10 Financial Records.**

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

#### **4.11 Assets.**

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

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

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

4.11.4 If the Charter is revoked, non-renewed or surrendered, or the School otherwise ceases to operate;

4.11.4.1 any assets acquired in whole or in part with public funds shall be deemed to be public assets; and

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

4.11.4.3 the Charter School shall manage all assets consistent with the requirements of the School Closure Protocol and the policies of the Sponsor.

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

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

#### **4.12 Insurance and Surety.**

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

#### **4.13 Coverage Minimum.**

For purposes of the foregoing insurance requirements, the following coverage shall be deemed adequate:

4.13.1 Worker’s Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Charter School’s employees, and employers’ liability insurance with a minimum limit of \$1,000,000.

4.13.2 Comprehensive General Liability insurance with a minimum combined single limit of \$1,000,000 for each occurrence.

4.13.3 Comprehensive Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 for each occurrence with respect to the School's owned, hired or non-owned vehicles assigned to or used in performance of programs or services offered by the Charter School.

4.13.4 Property insurance for buildings used by the Charter School to fulfill the purposes of this Charter and any contents acquired by the School with public funds. The insurance obtained by the School shall provide the Sponsor with the ability to file a claim for any loss of property acquired with public funds, in the event of closure, revocation or non-renewal.

4.13.5 Errors and Omissions Liability insurance shall conform to the following requirements:

- Cover the School for potential liability arising out of the rendering or failure to render professional services in the performance of the Charter, including all services related to financial management and indemnification.
- Be subject to a maximum deductible not to exceed \$1,000,000 per claim.
- Maintain minimum limits of no less than \$1,000,000 per claim/\$3,000,000 annual aggregate.

The governing board of the Charter School may satisfy the requirements of this subsection by participating in the Missouri public entity risk management fund in the manner provided under sections 537.700 to 537.756, RSMo.

4.13.6 The chief financial officer of the School shall maintain a surety bond in amount of at least \$500,000.

4.13.7 Any and all policies of insurance maintained by the Charter School pursuant to this Section shall be deemed primary to any potentially applicable policy or policies of insurance maintained by the Sponsor and/or their respective officers, agents, employees and representatives. The Sponsor may specify that it be named as "separately insured."

4.13.8 The Charter School shall provide copies of all required policies of insurance and certificates of coverage to the Sponsor by the date(s) set out in the Pre-Opening Requirements section of the Monitoring Plan and shall provide updated copies annually prior to the first day of school.

#### **4.14 Sponsor Expenses.**

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

### **Part 5: Sponsor-Charter School Relationship**

#### **5.1 Monitoring Plan.**

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

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

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

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

## **5.2 Oversight.**

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

5.2.1 Oversight, intervention, revocation, renewal, and closure processes and procedures for the Charter School;

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

5.2.3 Ensuring Charter School compliance with reporting requirements;

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

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

## **5.3 Renewal.**

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

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

## **5.4 Intervention.**

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

## **5.5 Revocation.**

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

5.5.1 Failure to meet academic performance standards as set forth in the charter agreement, or failure to meet any performance standard set forth in the written charter.

5.5.2 One or more material violations of any provision of the charter agreement.

5.5.3 Failure to meet generally accepted standards of fiscal management or audit requirements.

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

5.5.5 Violation of law.

5.5.6 Conviction of fraud.

5.5.7 Significant risk to the health and safety of students.

## **5.6 Reporting and Inspection.**

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

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

5.6.2 Upon request, the Charter School shall report and/or make available to the Sponsor any information necessary to confirm ongoing compliance with this Charter, including but not limited to cumulative files and/or student information. This request may include data generated by third-party vendors.

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

5.6.4 Except as otherwise provided in this Charter, the Sponsor shall use such information exclusively for fulfillment of its oversight responsibilities or for compliance with the law and shall not use student information acquired from the Charter School for any other purpose.

5.6.5 The Sponsor shall provide the Charter School reasonable notice and, to the extent feasible, a schedule of regular reporting requirements.

## **5.7 Site Visits.**

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

## **5.8 Complaints.**

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

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

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

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

## **5.9 Reporting.**

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

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

5.9.2 The Charter School shall allow the Sponsor access of data from third-party organizations if the data relates to performance benchmarks.

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

#### **5.10 Dispute Resolution.**

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

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

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

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

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

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

#### **5.11 Notification.**

5.11.1 The Charter School shall notify the Sponsor immediately of any conditions that it knows are likely to cause it to violate the terms of this Charter or applicable law.

5.11.2 The Charter School shall notify the Sponsor immediately of any circumstance requiring the closure of the Charter School, including but not limited to a natural disaster, such as an earthquake, storm, flood or other weather-related event, other extraordinary emergency, or destruction of or damage to the school facility.

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



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

5.11.5 The Charter School shall notify the Sponsor immediately of a default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more, except any such obligation that is disputed in good faith by the Charter School and for which adequate reserves have been set aside in the event such dispute is not resolved in the Charter School's favor.

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

5.11.7 The Charter School shall notify the Sponsor immediately if the Charter School is named in a lawsuit.

## **Part 6: Contract Implementation.**

### **6.1 Entire Agreement.**

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

### **6.2 Notice.**

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

In the case of the Charter School:

Eric Sipes, President  
Brookside Charter School Board of Directors  
1815 E 63rd St.  
Kansas City, MO 64130

In the case of the Sponsor:

Robbyn Wahby, Executive Director  
Missouri Charter Public School Commission  
20 South Sarah Street  
St. Louis, MO 63108

### **6.3 Indemnification and Disclaimer of Liability.**

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

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

6.3.3 The Charter School shall defend, indemnify, and hold harmless the Sponsor and its officers, directors, agents, and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including but not limited to attorneys' fees and/or litigation expenses

(collectively, “Claims”) which may be brought or made against or incurred by the Sponsor on account of any action of the Charter School, its employees, agents or assigns. The provisions or limits of insurance required under this Charter shall not limit the liability of the Charter School.

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

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

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

**6.4 Waiver.**

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

**6.5 Assignment.**

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

**6.6 Applicable Law.**

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

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

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

**6.7 Severability.**

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

**6.8 Third Party Beneficiary.**

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

**6.9 Counterparts; Signature by Facsimile.**

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

**6.10 Material Amendment.**

Any Material Amendment to this Charter shall be effective only with approval of both the Sponsor and the Charter School.

6.10.1 The Charter School may submit any proposed Material Amendment to the Sponsor in accordance with

guidance to be promulgated by the Sponsor.

6.10.2 Changes to the Charter that constitute Material Amendments include, but are not limited to, the following:

6.10.2.1 Changes in legal status; ownership; governance; or senior management, including the structure of the governing board and its membership;

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

6.10.2.3 Changes to the mission statement;

6.10.2.4 Variances in actual enrollment that exceed or fall short of enrollment projections contained in the Charter by more than ten percent (10%);

6.10.2.5 Changes in grade levels served;

6.10.2.6 Changes in location of the Facilities;

6.10.2.7 Changes in the school calendar affecting the number of days of instruction;

6.10.2.8 Changes in admissions or enrollment preferences or procedures;

6.10.2.9 Changes in special education status or procedures;

6.10.2.10 Changes in LEA status; and

6.10.2.11 Substantial changes to the educational program with respect either to content or method.

### **6.11 Non-Material Amendment.**

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

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

6.11.1.1 Amendments to the Charter School's bylaws;

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

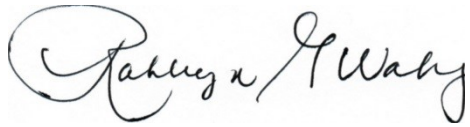
6.11.1.3 Variances in actual enrollment that do not exceed or fall short of enrollment projections contained in the Charter by more than ten percent (10%);

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

6.11.2 Unless the Sponsor objects in writing within thirty (30) days following Notification, a Non-Material Amendment shall become effective thirty (30) days following Notification.

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

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

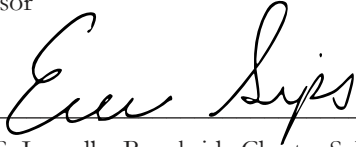


4/17/19

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Robbyn G. Wahby, Executive Director  
Missouri Charter Public School Commission  
Sponsor

DATE



4/16/19

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BSDS, Inc., dba Brookside Charter School  
Eric Sipes  
President, Brookside Charter School Board

DATE

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