



# Crossroads Charter Schools

## May Board Meeting

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### **Date and Time**

Monday May 21, 2018 at 4:15 PM CDT

### **Location**

Crossroads Charter Schools 1011 Central Street Kansas City, MO 64105

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*Posted Friday, May 18th, 2018 at 4:15 p.m.*

Notice of Meeting

Board of Directors

### **Crossroads Charter Schools Monthly Board Meeting**

Monday, May 21st at 4:15 p.m.

### **Meeting Location:**

Crossroads Academy-Central Street  
1011 Central  
Kansas City, MO 64105

**This is an open public meeting.**

*Representatives of the media may obtain copies of this notice by contacting Crossroads Charter Schools at the address listed above, or by calling (816) 221-2600.*

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## Agenda

### I. Opening Items

Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

C. Approve Minutes

Approve minutes for April Board Meeting on April 23, 2018

### II. Finance

Finance

A. April Financials

B. April Register

C. Draft FY 19 Budget

### III. Facilities

A. Thayer Renovation Updates

**B.** Amended Purchase Agreement

**C.** Thayer Term Sheets

**D.** Baker University Partnership

**IV. Governance**

**A.** Updated Board Policies

**B.** Parent Involvement Committee Report

**C.** Long-Term Board Planning

**D.** Upper Room MOU

**V. Closing Items**

**A.** Adjourn Meeting

# Coversheet

## Call the Meeting to Order

**Section:** I. Opening Items  
**Item:** B. Call the Meeting to Order  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** Admin. Board Report - May 2018.pdf



Crossroads Charter Schools

# Administrative Board Report

Presented: May 21, 2018

Reporting on: April, 2018

## 2017 – 2018 SMART Goals

Goal	SMART GOAL	CURRENT STATUS
#1	Students will master <b>85%</b> of targeted learning goals by June 2018	74.5%
#2	2018 MAP Test Proficiency/Advanced goal: ELA : 64% Math: 59% Science: 55%	2017 ELA score: 64% 2017 Math score: 42% 2017 Science score: 51%
#3	Students will maintain an attendance rate of <b>95%</b> during the 2016-2017 school year	CACS - 94.78% (400.30) CAQH - 94.53% (217.14) CAHS - 93.19% (33.63)
#4	Have a cash balance of <b>\$137,000</b> on June 30, 2018	<b>\$821,459</b>
#5	Raise <b>\$1,432,000</b> to fully fund Supplemental Operating Expenses by June 30, 2018	<b>\$1,250,408</b>

## Academic Report

### Academic Program

- On April 10 and 11 we had a second school site review through School Smart KC. A team of educational leaders from across the country visited all three schools to observe teaching and learning and speak to staff, students, and parents. The group commented on how much progress we've made in just one year, highlighting our commitment to educational equity and trauma informed practices. Area of improvement include embedding data analysis into our daily routines, utilizing classroom time for efficiently, and upping the rigor of our lessons/plans.
- Our Parent Involvement Committee hosted the first Community Development Seminar on April 27. We had speakers from Synergy talk about Trauma Informed Care, speakers from the KC Health Department talk about the effects of suspensions on our community, and our principals spoke about the Crossroads Discipline Model. The event was well attended and the exit survey showed participants enjoyed their time and felt they learned a lot during the evening.

## Operations Report

Student Enrollment	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
<b>CACS: Goal 424</b>	424	424	425	425	426	423	422	426	427		
<b>CAQH: Goal 230</b>	229	228	231	231	232	231	231	232	231		
<b>CHS: Goal 35</b>	34	34	35	38	38	36	36	36	35		

INCOME	EXPENSES	Income/Expense
\$8,243,204	\$8,097,866	\$145,337

### Facilities Updates

- The Crossroads administration and Facilities Committee, with the support of the Downtown Council and our construction team of MC Realty, BNIM and Turner Construction, have identified the Thayer Building at 816 Broadway to serve as the permanent site for Crossroads Preparatory Academy. The 71,000 square foot building, plus approximately 36,000 square feet of undeveloped land is under contract to be purchased, with an anticipated closing date of June 30, 2018. The Crossroads Administration and Facilities Committee are working with several lenders to secure a loan to complement the philanthropic contributions to the project.

### Enrollment

- SchoolMint software provides convenient online enrollment and reenrollment for new students and returning

students.

- o Crossroads is currently enrolling for the 18-19 enrollment period and currently have 860 Applicants

**Human Resources**

- Recruiting for the following positions for the 18/19 School Year
  - o Chief Operating Officer
  - o Classroom Teacher (Elementary)
  - o Instructional Coach (High School)
  - o ELL Teacher
  - o School Nurse

## Development Report

FY18 Development Report	Operational	Off Budget	CPA Capital	QH Capital	Future Operational Commitments	Future Capital Commitments
<b>Grants Received FY18</b>						
Sherman Family Foundation				\$250,000		\$725,000
DST (restricted-Tech)	\$127,000					
Oppenstein Brothers Foundation		\$57,339				
Kauffman Foundation	\$224,975				\$224,975	
SchoolSmartKC Phase I	\$230,000				\$970,000	
SchoolSmartKC Phase II					\$1,000,000	
Kirk Family Foundation	\$15,000					
Stanley H. Durwood Foundation	\$50,000					
George K. Baum Family Foundation	\$75,000					
McGowan Charitable Foundation	\$25,000					
Francis Family Foundation	\$5,000					
Francis Family (David Francis Discretionary)			\$100,000			\$150,000
Royals Charities		\$11,000				
Early Education Grant Fund (pace)	\$50,000				\$50,000	
Yoss Foundation		\$3,000				
Hall Family Foundation			\$600,000			
W.T.Kemper Family Foundation			\$500,000			\$500,000
Jedel Foundation			\$10,000			
11th St. Neighborhood TIF fund (FY 18 reimb)	\$143,941					
<b>Fundraisers</b>						
Fall Fundraiser	\$154,993					
<b>Other Giving</b>						
Individuals (non fundraiser)	\$23,345					
<b>Totals</b>	<b>\$1,124,254</b>	<b>\$71,339</b>	<b>\$1,210,000</b>	<b>\$250,000</b>	<b>\$2,244,975</b>	<b>\$1,375,000</b>
<b>Pending Requests</b>						
Stanley H. Durwood Foundation (CPA)	X		X			
Gary Dickinson Family Foundation (CPA)			X			
H&R Block Foundation	X					
Charter School Growth Fund					X	
						as of 4/30/18

# Coversheet

## Approve Minutes

**Section:** I. Opening Items  
**Item:** C. Approve Minutes  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for April Board Meeting on April 23, 2018

APPROVED



## Crossroads Charter Schools

### Minutes

#### April Board Meeting

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**Date and Time**

Monday April 23, 2018 at 4:15 PM

**Location**

Crossroads Charter Schools 1011 Central Street Kansas City, MO 64105

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*Posted Friday, April 20th, 2018 at 4:15 p.m.*

Notice of Meeting

Board of Directors

**Crossroads Charter Schools  
Monthly Board Meeting**

Monday, April 23rd at 4:15 p.m.

**Meeting Location:**

Crossroads Academy-Central Street  
1011 Central  
Kansas City, MO 64105

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**Trustees Present**

C. Hughley, D. Charity, D. Francis, P. Crawford, R. Cattelino, R. Moore

**Trustees Absent**

B. Sweetman

**Guests Present**

A. Nichols, D. Johnson, Paul Greenwood, EdOps, R. Uptergrove

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**I. Opening Items**

**A. Record Attendance and Guests**

**B. Call the Meeting to Order**

C. Hughley called a meeting of the board of trustees of Crossroads Charter Schools to order on Monday Apr 23, 2018 at 4:17 PM.

An Agenda Amendment was made to discuss and approve the 2018-2019 Transportation Contract with Apple Bus.

**C. Approve Minutes**

R. Cattelino made a motion to approve minutes from the March Board Meeting on 03-19-18 March Board Meeting on 03-19-18.

R. Moore seconded the motion.

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

## II. Finance

### A. March Financials

Paul Greenwood, EdOps presented the March Budget to the Board. Key point Paul noted was the reduction is in State Funding, which has affected most schools.

Income: \$7,370,007

Expense: \$7,353, 561

Income/Expense: \$16,446

### B. March Register

R. Cattelino made a motion to Approve.

R. Moore seconded the motion.

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

### C. Draft 2018-2019 Budget

Anne Nichols discussed the draft 18-19 Budget.

### D. Draft 990 Report

R. Cattelino made a motion to Approve the 990 with the correction of adding a Transportation line item.

D. Francis seconded the motion.

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

### E. Apple Bus Contract

D. Francis made a motion to Approve.

C. Hughley seconded the motion.

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

Anne Nichols discussed the 2018-2019 contract with Apple Bus Company. This is a 2-year contract for a total of 11 buses, 4 of the buses will be shared with University Academy. With the opportunity to have tiered routes with University Academy there will be a potential cost savings of \$60,000.00 compared to the current school year. Also added to the contract is the section on liquidated damages.

## III. Facilities

### A. Thayer Building Update

Dean Johnson discussed the most recent news on the purchase and renovations of the Thayer Building and future site of Crossroads Preparatory Academy. Although set to close in June, Crossroads has an early access agreement to begin minor renovations prior to closing. The first round of bids were received for stage one of renovation work.

Bids came in higher than expected, therefore staff, MCREalty, and the architects are looking at ways to save costs. More bids are scheduled to be submit.

#### **IV. Development Committee**

##### **A. Development Update**

Dean Johnson discussed current grants within the Operational and Capital budgets. Board members requested that a form be created to view the timeline of all grant money.

#### **V. Governance**

##### **A. Long-Term Board Planning**

Courtney Hughley discussed Charter Board Partners and the great opportunities they provide for Board Members. Requested all Board members complete the self assessments and surveys through Board on Track and Charter Board Partners by April 30th.

Board Member Agreement form - Review and will take effect with the fiscal year in July.

Board Master Calendar - Board Members requested to review and submit any changes or requests by next meeting in May.

##### **B. Missouri Ethics Commission**

Courtney Hughley reminded the group that this will be due in May.

##### **C. Board Policies Update**

Tysie presented 3-new policies to the Board. Two required a vote and one was for discussion. The board approved both Appendix-ZZ Foreign Exchange Program and Apendix YY-Dyslexia Screening. The third policy regarding the Search and Seizure policy, was discussed but no board member was assigned to further examine the policy. The board determined the intent of the policy was for the safety of the students, and support a policy that includes both suspicion and suspicionless searches. The intent of the policy is to address issues school administration has seen this past year, including possession of a illegal substance. Based on experience from this school year and recognizing the addition of higher grade levels and expanded student population, the board would like to review a policy at the next board meeting.

P. Crawford made a motion to Approve.

R. Moore seconded the motion.

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

P. Crawford made a motion to Approve.

R. Moore seconded the motion.

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

## **VI. Closing Items**

### **A. Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 5:43 PM.

Respectfully Submitted,  
R. Uptergrove

# Coversheet

## April Financials

**Section:** II. Finance  
**Item:** A. April Financials  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** 2018 04 Dashboard.pdf  
2018 04 Detailed IS.pdf

**Crossroads Academy Kansas City  
As of 4/30/2018**

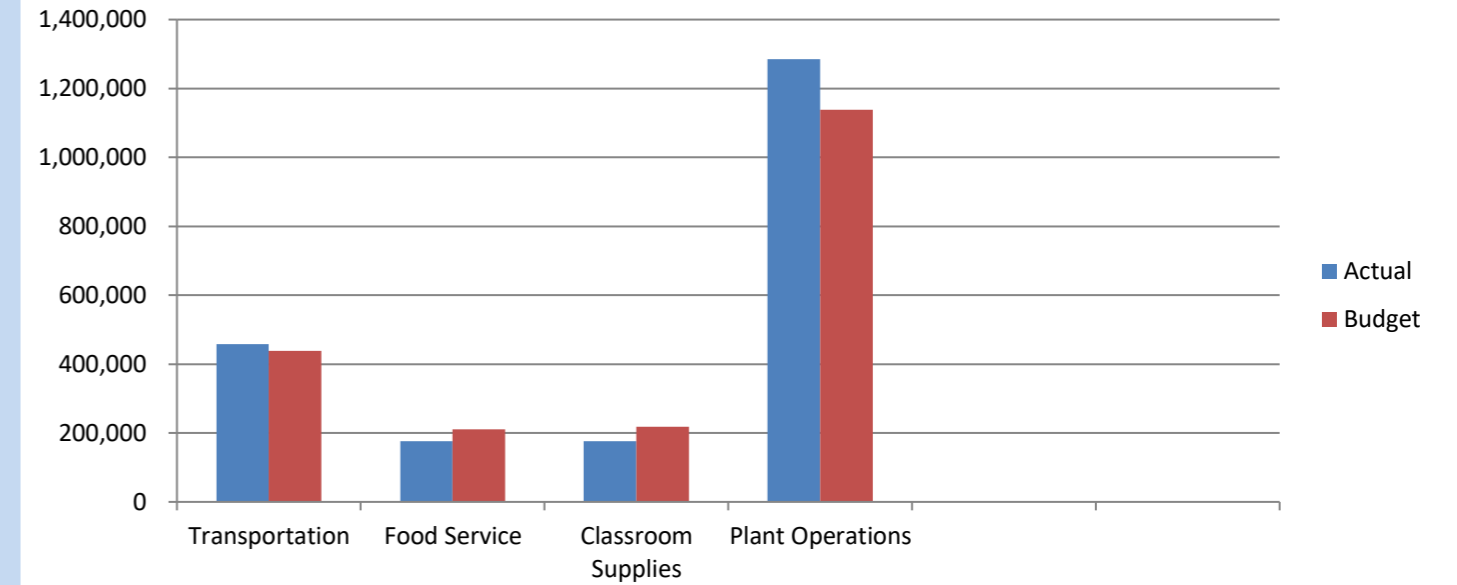
**STATEMENT OF ACTIVITIES**

	YTD		FY18		
	ACTUAL	BUDGET	FORECAST	BUDGET	VARIANCE
<b>REVENUE</b>					
5100 · Local Revenue	2,164,564	1,793,494	2,519,540	2,152,193	367,347
5300 · State Revenue	5,647,405	5,727,535	6,782,871	6,873,043	(90,172)
5400 · Federal Revenue	431,235	483,979	556,636	580,775	(24,139)
<b>TOTAL REVENUE</b>	<b>8,243,204</b>	<b>8,005,009</b>	<b>9,859,047</b>	<b>9,606,011</b>	<b>253,036</b>
<b>EXPENSES</b>					
6100 · Salaries	3,800,583	3,752,870	4,573,606	4,503,445	70,161
6200 · Benefits	1,044,654	1,153,604	1,248,754	1,384,325	(135,571)
6300 · Purchased Services	2,777,644	2,463,614	3,376,620	2,950,337	426,283
6400 · Supplies & Materials	474,986	525,258	558,496	630,310	(71,814)
6500 · Equipment	-	-	-	-	-
6600 · Debt Service and Other	-	-	-	-	-
<b>TOTAL EXPENSE</b>	<b>8,097,866</b>	<b>7,815,625</b>	<b>9,757,476</b>	<b>9,468,416</b>	<b>289,059</b>
<b>NET CHANGE IN ASSETS</b>	<b>145,337</b>	<b>189,384</b>	<b>101,571</b>	<b>137,594</b>	<b>(36,023)</b>
<b>June 30, 2017 Cash Balance:</b>	<b>\$821,459</b>				
<b>April 30, 2018 Cash Balance:</b>	<b>\$745,098</b>				
<b>Capital Improvement Adjustments:</b>	<b>\$194,658</b>				
<b>Capital Improvement Donations:</b>	<b>\$1,160,000</b>				
<b>June 30, 2018 Cash Forecast:</b>	<b>\$1,888,372</b>				

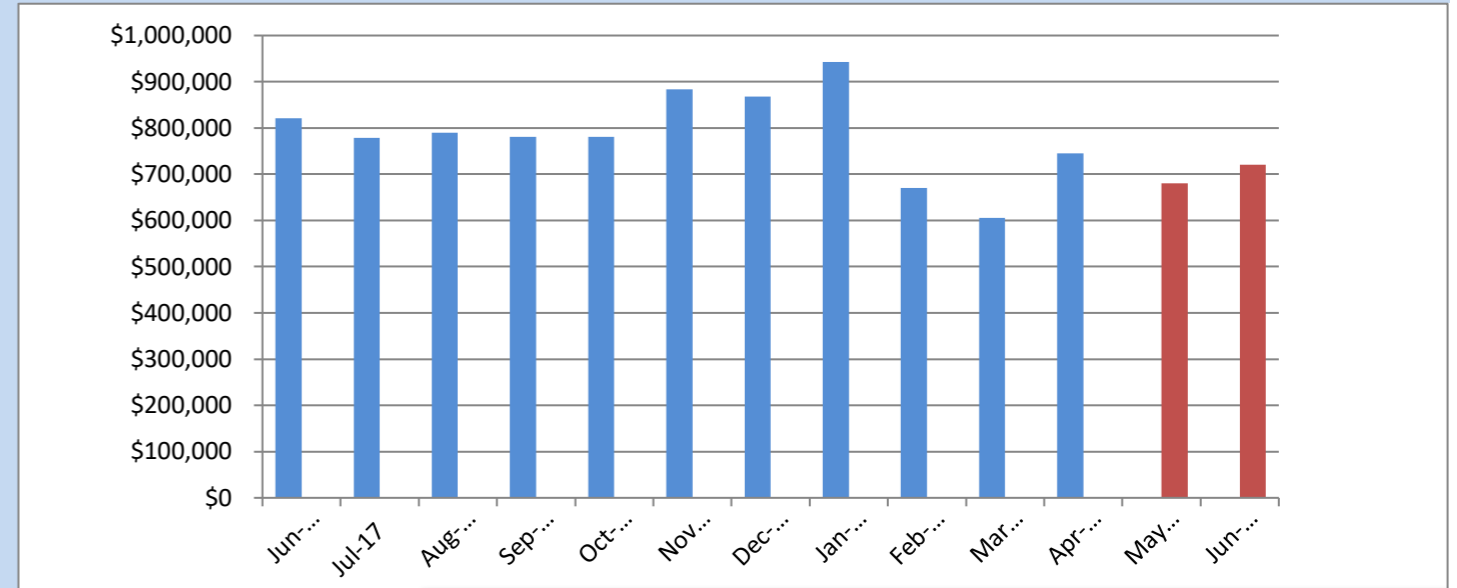
**Fundraising Tracking**

	FY 18 Budget	YTD Budget	YTD Actual
Fall Fundraiser	175,000	175,000	151,004
Spring Event	25,000	-	
Other Interest	-	-	32,558
Leverage Loan Interest	43,752	32,817	32,817
CAKC Real Estate Donation	172,697	172,697	175,010
CAKC Real Estate Maintenance Fund	41,200	-	
Other Giving	20,000	-	39,455
Grants	986,000	575,167	819,564
<b>Totals</b>	<b>1,463,649</b>	<b>955,681</b>	<b>1,250,408</b>

**YTD EXPENSES - ACTUAL vs BUDGET BREAKOUT FOR PRIORITY ITEMS**



**PROJECTED MONTH-END CASH**



**PRIMARY REVENUE DRIVERS**

	FORECAST	BUDGETED	VARIANCE
Enrollment	689.00	687.00	2
Regular Term ADA	649.00	649.00	
Summer ADA	45.34	46.08	(1)
Remedial ADA	40.69	40.69	-
FRL	27.60	34.86	(7)
LEP	34.64	28.71	6
Total Wada	797.27	799.34	(2)
Per Wada Payment	8,599	8,670	(71)
Prior Year Adjustment	(32,434)		
State Revenue Projection	\$ 6,720,782	\$ 6,826,324	(105,542)

**Budget Vs. Actual Detail**  
**Crossroads Academy**  
As of 4/30/2018

	Feb-18	Mar-18	Apr-18	Actual	YTD	YTD	Variance	Forecast	Annual	Variance	Budget	Forecast
	Actual	Actual	Actual	Actual	Burn	Budget	Variance	Forecast	Budget	Variance	Remaining	Remaining
<b>REVENUE</b>												
<b>5100 - Local Revenue</b>												
5113 - Proposition C	70,974	52,274	45,497	551,679	83%	552,953	(1,275)	662,944	663,544	(600)	111,865	111,265
5151 - Food Sales to Pupils	4,058	2,844	4,818	36,530	146%	20,833	15,697	44,000	25,000	19,000	(11,530)	7,470
5171 - Student Activity Income	3,100	2,048	746	27,982	-	-	27,982	27,982	-	27,982	(27,982)	0
5192 - Donations	10,664	11,086	264,824	1,250,409	85%	1,219,708	30,701	1,486,649	1,463,649	23,000	213,240	236,240
5192 001 - Restricted Donations	-	-	-	236,135	-	-	236,135	236,135	-	236,135	(236,135)	1
5198 - Miscellaneous Revenue	505	4,992	4,139	61,830	-	-	61,830	61,830	-	61,830	(61,830)	(0)
<b>Subtotal: 5100 - Local Revenue</b>	<b>89,301</b>	<b>73,244</b>	<b>320,024</b>	<b>2,164,564</b>	<b>101%</b>	<b>1,793,494</b>	<b>371,070</b>	<b>2,519,540</b>	<b>2,152,193</b>	<b>367,347</b>	<b>(12,371)</b>	<b>354,976</b>
<b>5300 - State Revenue</b>												
5311 - Basic Formula Revenue	584,074	545,458	540,313	5,382,831	82%	5,453,332	(70,501)	6,462,899	6,543,999	(81,100)	1,161,168	1,080,068
5312 - Transportation	5,069	5,066	5,067	50,529	112%	37,500	13,029	60,687	45,000	15,687	(5,529)	10,158
5319 - Classroom Trust Fund	19,076	20,184	21,115	214,045	76%	235,238	(21,193)	257,526	282,285	(24,759)	68,240	43,481
5333 - School Food Service	-	-	-	-	-	1,466	(1,466)	1,759	1,759	-	1,759	1,759
<b>Subtotal: 5300 - State Revenue</b>	<b>608,219</b>	<b>570,708</b>	<b>566,495</b>	<b>5,647,405</b>	<b>82%</b>	<b>5,727,535</b>	<b>(80,131)</b>	<b>6,782,871</b>	<b>6,873,043</b>	<b>(90,172)</b>	<b>1,225,638</b>	<b>1,135,466</b>
<b>5400 - Federal Revenue</b>												
5412 - Medicaid	-	17,737	-	51,867	86%	50,000	1,867	60,000	60,000	-	8,133	8,133
5441 - Special Education Part B Revenue	8,421	19,585	10,450	94,370	99%	79,167	15,204	116,455	95,000	21,455	630	22,085
5445 - Food Service-Lunch	14,716	12,741	13,123	110,316	58%	158,333	(48,018)	140,000	190,000	(50,000)	79,684	29,684
5451 - Title 1	16,999	15,418	11,429	153,536	78%	164,662	(11,125)	200,729	197,594	3,135	44,058	47,193
5465 - Title 2	2,309	2,259	1,675	21,145	55%	31,818	(10,672)	39,452	38,181	1,271	17,036	18,307
<b>Subtotal: 5400 - Federal Revenue</b>	<b>42,445</b>	<b>67,740</b>	<b>36,677</b>	<b>431,235</b>	<b>74%</b>	<b>483,979</b>	<b>(52,745)</b>	<b>556,636</b>	<b>580,775</b>	<b>(24,139)</b>	<b>149,540</b>	<b>125,401</b>
<b>TOTAL REVENUE</b>	<b>739,965</b>	<b>711,691</b>	<b>923,196</b>	<b>8,243,204</b>	<b>86%</b>	<b>8,005,009</b>	<b>238,195</b>	<b>9,859,047</b>	<b>9,606,011</b>	<b>253,036</b>	<b>1,362,807</b>	<b>1,615,843</b>
<b>EXPENSES</b>												
<b>11XX 401 - Classroom</b>												
11XX-6111 - Classroom-Certified FT	153,459	150,579	149,899	1,576,882	82%	1,604,438	(27,556)	1,882,767	1,925,325	(42,558)	348,443	305,885
11XX-6131 - Classroom-Supplemental Pay	525	4,150	669	78,403	-	-	78,403	91,884	-	91,884	(78,403)	13,481
11XX-6151 - Classroom-Non-Certified FT	9,428	9,788	11,442	111,251	-	-	111,251	130,900	-	130,900	(111,251)	19,649
11XX-6211 - Classroom-Certified Retirement	13,669	13,462	13,348	140,930	83%	141,171	(241)	167,630	169,406	(1,776)	28,476	26,700
11XX-6221 - Classroom-Non-Certified Retirement	549	549	549	7,430	-	-	7,430	8,530	-	8,530	(7,430)	1,100
11XX-6231 - Classroom-FICA	9,780	9,854	9,703	105,823	89%	99,475	6,348	125,470	119,370	6,100	13,547	19,647
11XX-6232 - Classroom-Medicare	2,287	2,305	2,269	24,749	89%	23,264	1,484	29,517	27,917	1,600	3,168	4,768
11XX-6241 - Classroom-Employee Benefits	18,857	18,615	18,007	193,726	70%	229,125	(35,399)	230,172	274,950	(44,778)	81,224	36,446
11XX-6319 - Classroom-Other Professional and Technical	23,183	18,223	23,053	291,235	86%	282,678	8,558	342,225	339,213	3,012	47,978	50,990
11XX-6411 - Classroom-Supplies	1,086	3,102	2,089	52,997	104%	42,417	10,581	52,997	50,900	2,097	(2,097)	(0)
11XX-6412 - Instructional Materials	4,083	654	447	75,442	57%	111,100	(35,658)	100,400	133,320	(32,920)	57,878	24,958
<b>Subtotal: 11XX 401 - Classroom</b>	<b>236,906</b>	<b>231,280</b>	<b>231,474</b>	<b>2,658,867</b>	<b>87%</b>	<b>2,533,668</b>	<b>125,199</b>	<b>3,162,492</b>	<b>3,040,401</b>	<b>122,091</b>	<b>381,534</b>	<b>503,625</b>
<b>11XX 402 - Classroom</b>												
11XX-6111 - Classroom-Certified FT	67,418	66,587	66,587	699,951	74%	784,860	(84,910)	833,125	941,833	(108,708)	241,882	133,174
11XX-6131 - Classroom-Supplemental Pay	1,129	5,525	1,850	57,703	-	-	57,703	66,199	-	66,199	(57,703)	8,496
11XX-6151 - Classroom-Non-Certified FT	13,167	9,113	5,727	111,638	-	-	111,638	136,440	-	136,440	(111,638)	24,802
11XX-6211 - Classroom-Certified Retirement	6,068	5,993	5,993	62,996	74%	70,637	(7,642)	75,165	84,765	(9,600)	21,769	12,169
11XX-6221 - Classroom-Non-Certified Retirement	1,350	985	721	10,916	-	-	10,916	13,010	-	13,010	(10,916)	2,094
11XX-6231 - Classroom-FICA	4,916	4,898	4,460	52,321	90%	48,661	3,660	62,394	58,394	4,000	6,072	10,072
11XX-6232 - Classroom-Medicare	1,150	1,145	1,043	12,236	90%	11,380	856	14,537	13,657	880	1,420	2,300
11XX-6241 - Classroom-Employee Benefits	10,050	9,265	8,787	102,793	77%	111,625	(8,832)	121,050	133,950	(12,900)	31,157	18,257
11XX-6319 - Classroom-Other Professional and Technical	10,725	10,424	16,538	130,794	100%	109,090	21,704	156,578	130,908	25,670	114	25,784
11XX-6411 - Classroom-Supplies	563	76	701	23,195	100%	19,250	3,945	23,195	23,100	95	(95)	(0)
11XX-6412 - Instructional Materials	4,388	512	-	25,179	46%	45,167	(19,988)	35,365	54,200	(18,835)	29,021	10,186
<b>Subtotal: 11XX 402 - Classroom</b>	<b>120,923</b>	<b>114,524</b>	<b>112,408</b>	<b>1,289,722</b>	<b>90%</b>	<b>1,200,671</b>	<b>89,051</b>	<b>1,537,057</b>	<b>1,440,806</b>	<b>96,251</b>	<b>151,084</b>	<b>247,335</b>

	Feb-18	Mar-18	Apr-18	YTD	YTD	Annual	Budget	Forecast	Budget	Budget	Forecast	
	Actual	Actual	Actual	Actual	Burn	Budget	Variance	Forecast	Budget	Variance	Remaining	Remaining
<b>1221 · Special Programs</b>												
1221-6111 · Special Programs-Certified FT	29,555	27,763	26,513	254,897	76%	277,877	(22,980)	311,852	333,452	(21,600)	78,555	56,955
1221-6151 · Special Programs-Non-Certified FT	-	-	-	-	-	101,971	(101,971)	-	122,365	(122,365)	122,365	-
1221-6211 · Special Programs-Certified Retirement	2,660	2,454	2,454	22,377	95%	19,660	2,717	27,285	23,592	3,693	1,215	4,908
1221-6221 · Special Programs-Non-Certified Retirement	-	-	-	-	-	14,527	(14,527)	-	17,432	(17,432)	17,432	-
1221-6231 · Special Programs-FICA	1,764	1,653	1,575	15,085	53%	23,551	(8,466)	18,331	28,261	(9,930)	13,176	3,246
1221-6232 · Special Programs-Medicare	413	387	368	3,528	53%	5,508	(1,980)	4,264	6,609	(2,345)	3,081	736
1221-6241 · Special Programs-Employee Benefits	2,801	2,801	2,801	25,504	36%	58,750	(33,246)	31,105	70,500	(39,395)	44,996	5,601
1221-6319 · Special Programs-Contracted Sped Services	13,454	2,100	2,571	42,421	121%	29,167	13,255	78,000	35,000	43,000	(7,421)	35,579
1221-6411 · Special Programs-SPED Classroom Supplies	-	23	35	486	-	-	486	486	-	486	(486)	0
<b>Subtotal: 1221 · Special Programs</b>	<b>50,647</b>	<b>37,181</b>	<b>36,318</b>	<b>364,298</b>	<b>57%</b>	<b>531,009</b>	<b>(166,711)</b>	<b>471,323</b>	<b>637,211</b>	<b>(165,888)</b>	<b>272,913</b>	<b>107,025</b>
<b>2114 · Student Support Services</b>												
2114-6111 · Student Support Services-Certified FT	4,485	4,485	4,485	26,910	-	-	26,910	35,880	-	35,880	(26,910)	8,970
2114-6151 · Student Support Services-Non-Certified FT	25,957	25,694	25,923	208,993	67%	260,793	(51,800)	261,376	312,951	(51,575)	103,958	52,383
2114-6211 · Student Support Services-Certified Retirement	404	404	404	2,422	-	-	2,422	3,237	-	3,237	(2,422)	815
2114-6221 · Student Support Services-Non-Certified Retirement	2,288	2,288	2,288	20,002	71%	23,471	(3,469)	24,573	28,166	(3,593)	8,163	4,570
2114-6231 · Student Support Services-FICA	1,819	1,821	1,855	14,911	77%	16,169	(1,258)	18,623	19,403	(780)	4,492	3,712
2114-6232 · Student Support Services-Medicare	425	426	434	3,487	77%	3,781	(294)	4,358	4,538	(180)	1,051	871
2114-6241 · Student Support Services-Employee Benefits	4,642	4,642	4,642	34,363	70%	41,125	(6,762)	43,647	49,350	(5,703)	14,987	9,284
<b>Subtotal: 2114 · Student Support Services</b>	<b>40,020</b>	<b>39,760</b>	<b>40,030</b>	<b>311,088</b>	<b>75%</b>	<b>345,339</b>	<b>(34,251)</b>	<b>391,693</b>	<b>414,407</b>	<b>(22,714)</b>	<b>103,319</b>	<b>80,605</b>
<b>2213 · Professional Development</b>												
2213-6111 · Professional Development-Certified FT	5,167	5,667	5,167	34,583	60%	47,754	(13,171)	46,418	57,305	(10,887)	22,722	11,835
2213-6211 · Professional Development-Retirement	465	465	465	3,023	59%	4,298	(1,275)	3,953	5,157	(1,204)	2,135	931
2213-6231 · Professional Development-FICA	269	300	269	1,696	48%	2,961	(1,265)	2,328	3,553	(1,225)	1,857	632
2213-6232 · Professional Development-Medicare	63	70	63	397	48%	692	(296)	536	831	(295)	434	139
2213-6241 · Professional Development-Employee Benefits	487	487	487	3,465	49%	5,875	(2,410)	4,440	7,050	(2,610)	3,585	975
2213-6319 · Professional Development-Other Professional	836	2,862	5,844	66,802	93%	60,167	6,635	70,302	72,200	(1,898)	5,398	3,500
<b>Subtotal: 2213 · Professional Development</b>	<b>7,286</b>	<b>9,850</b>	<b>12,294</b>	<b>109,966</b>	<b>75%</b>	<b>121,747</b>	<b>(11,781)</b>	<b>127,977</b>	<b>146,096</b>	<b>(18,119)</b>	<b>36,130</b>	<b>18,011</b>
<b>2321 · Executive Admin</b>												
2321-6111 · Executive Admin-Certified FT	7,972	7,972	7,972	79,723	83%	79,723	0	95,667	95,667	-	15,944	15,944
2321-6151 · Executive Admin-Non-Certified FT	8,471	8,471	8,471	84,706	83%	84,706	0	101,647	101,647	-	16,941	16,941
2321-6211 · Executive Admin-Certified Retirement	718	718	718	7,175	83%	7,175	(0)	8,610	8,610	-	1,435	1,435
2321-6221 · Executive Admin-Non-Certified Retirement	762	762	762	7,624	83%	7,624	0	9,148	9,148	-	1,525	1,525
2321-6231 · Executive Admin-FICA	987	987	987	9,894	81%	10,195	(301)	11,867	12,233	(366)	2,340	1,974
2321-6232 · Executive Admin-Medicare	231	231	231	2,314	81%	2,384	(70)	2,775	2,861	(86)	547	461
2321-6241 · Executive Admin-Employee Benefits	990	990	990	10,461	74%	11,750	(1,289)	12,441	14,100	(1,659)	3,639	1,980
2321-6261 · Executive Admin-Workman's Comp	1,141	1,141	-	17,145	104%	13,750	3,395	17,145	16,500	645	(645)	-
2321-6271 · Executive Admin-Unemployment	-	3,063	10	3,074	61%	4,167	(1,093)	3,073	5,000	(1,927)	1,926	(1)
2321-6315 · Executive Admin-Audit	2,750	-	-	13,500	113%	10,000	3,500	13,500	12,000	1,500	(1,500)	-
2321-6317 · Executive Admin-Legal Services	8,882	6,109	3,944	49,237	137%	30,000	19,237	59,500	36,000	23,500	(13,237)	10,263
2321-6319 · Executive Admin-Other Professional and Tech	8,357	4,404	4,490	75,587	115%	54,792	20,796	99,750	65,750	34,000	(9,837)	24,163
2321-6352 · Executive Admin-Liability Insurance	-	-	-	24,590	82%	30,000	(5,410)	24,590	30,000	(5,410)	5,410	0
2321-6411 · Executive Admin-Supplies	-	-	-	129	-	-	129	129	-	129	(129)	0
<b>Subtotal: 2321 · Executive Admin</b>	<b>41,259</b>	<b>34,846</b>	<b>28,574</b>	<b>385,157</b>	<b>94%</b>	<b>266,541</b>	<b>38,893</b>	<b>459,843</b>	<b>409,517</b>	<b>50,326</b>	<b>8,415</b>	<b>74,686</b>
<b>2411 · Office of Principal</b>												
2411-6111 · Office of Principal-Certified FT	27,083	27,083	27,083	251,212	79%	264,063	(12,850)	305,375	316,875	(11,500)	65,663	54,163
2411-6211 · Office of Principal-Certified Retirement	2,438	2,438	2,438	22,429	79%	23,766	(1,336)	27,319	28,519	(1,200)	6,090	4,890
2411-6231 · Office of Principal-FICA	1,667	1,667	1,667	15,464	79%	16,372	(908)	18,796	19,646	(850)	4,183	3,333
2411-6232 · Office of Principal-Medicare	390	390	390	3,616	79%	3,829	(212)	4,395	4,595	(200)	978	778
2411-6241 · Office of Principal-Employee Benefits	2,230	2,230	2,230	21,836	77%	23,500	(1,664)	26,300	28,200	(1,900)	6,364	4,464
2411-6411 · Office of Principal-Supplies	507	1,171	1,496	11,920	85%	11,708	212	14,050	14,050	-	2,130	2,130
<b>Subtotal: 2411 · Office of Principal</b>	<b>34,314</b>	<b>34,978</b>	<b>35,303</b>	<b>326,477</b>	<b>79%</b>	<b>343,237</b>	<b>(16,760)</b>	<b>396,235</b>	<b>411,885</b>	<b>(15,650)</b>	<b>85,408</b>	<b>69,758</b>
<b>2511 · Business Office</b>												
2511-6151 · Business Office-Non-Certified FT	19,167	19,167	19,167	171,150	97%	147,500	23,650	209,500	177,000	32,500	5,850	38,350
2511-6221 · Business Office-Non-Certified Retirement	1,725	1,725	1,725	15,492	97%	13,275	2,217	18,942	15,930	3,012	438	3,450



	Feb-18	Mar-18	Apr-18	YTD	YTD	Annual	Budget	Forecast	Budget	Budget	Forecast	
	Actual	Actual	Actual	Actual	Burn	Budget	Variance	Forecast	Budget	Variance	Remaining	Remaining
2511-6231 · Business Office-FICA	1,067	1,067	1,067	9,864	90%	9,145	719	11,998	10,974	1,024	1,110	2,134
2511-6232 · Business Office-Medicare	250	250	250	2,307	90%	2,139	168	2,808	2,567	241	259	500
2511-6241 · Business Office-Employee Benefits	2,207	2,207	2,207	18,783	89%	17,625	1,158	23,200	21,150	2,050	2,367	4,417
2511-6319 · Business Office-Other Professional and Techn	13,072	12,465	20,296	188,011	140%	112,051	75,960	219,461	134,461	85,000	(53,550)	31,450
2511-6411 · Business Office-Supplies	1,465	1,846	657	20,518	29%	58,033	(37,516)	24,640	69,640	(45,000)	49,122	4,122
<b>Subtotal: 2511 · Business Office</b>	<b>38,952</b>	<b>38,726</b>	<b>45,368</b>	<b>426,125</b>	<b>99%</b>	<b>359,768</b>	<b>66,357</b>	<b>510,549</b>	<b>431,722</b>	<b>78,827</b>	<b>(2,061)</b>	<b>84,424</b>
<b>2541 401 · Operation of Plant</b>												
2541-6319 · Operation of Plant-Other Professional and Tec	8,174	3,536	-	47,504	95%	41,833	5,670	56,200	50,200	6,000	2,696	8,696
2541-6331 · Operation of Plant-Cleaning Services	8,133	5,953	7,738	74,643	84%	73,620	1,023	93,344	88,344	5,000	13,701	18,701
2541-6332 · Operation of Plant-Repairs and Maintenance	49,986	954	6,599	92,059	153%	50,000	42,059	109,813	60,000	49,813	(32,059)	17,754
2541-6333 · Operation of Plant-Rentals-Land and Building	41,944	45,369	38,293	413,842	87%	398,158	15,684	497,940	477,790	20,150	63,948	84,098
2541-6334 · Operation of Plant-Rental Equipment	2,165	2,606	2,113	23,720	158%	12,500	11,220	29,000	15,000	14,000	(8,720)	5,280
2541-6335 · Operation of Plant-Water and Sewer	642	509	575	5,629	-	-	5,629	7,400	-	7,400	(5,629)	1,771
2541-6336 · Operation of Plant-Trash Removal	451	321	771	4,850	41%	9,833	(4,984)	6,600	11,800	(5,200)	6,950	1,750
2541-6351 · Operation of Plant-Property Insurance	-	2,439	-	23,307	133%	14,583	8,724	29,118	17,500	11,618	(5,807)	5,811
2541-6361 · Operation of Plant-Phone/Internet	754	757	960	7,341	106%	5,750	1,591	8,900	6,900	2,000	(441)	1,559
2541-6411 · Operation of Plant-Supplies	7,963	-	51	16,653	126%	11,000	5,653	23,200	13,200	10,000	(3,453)	6,547
2541-6481 · Operation of Plant-Electric	10,252	9,289	8,805	81,744	86%	79,167	2,577	100,000	95,000	5,000	13,256	18,256
<b>Subtotal: 2541 401 · Operation of Plant</b>	<b>130,464</b>	<b>71,732</b>	<b>65,905</b>	<b>791,291</b>	<b>95%</b>	<b>696,445</b>	<b>94,846</b>	<b>961,515</b>	<b>835,734</b>	<b>125,781</b>	<b>44,443</b>	<b>170,224</b>
<b>2541 402 · Operation of Plant</b>												
2541-6319 · Operation of Plant-Other Professional and Tec	3,296	1,648	7,154	72,697	84%	72,500	197	78,000	87,000	(9,000)	14,303	5,303
2541-6331 · Operation of Plant-Cleaning Services	5,290	3,992	5,190	47,686	90%	44,339	3,347	58,007	53,207	4,800	5,521	10,321
2541-6332 · Operation of Plant-Repairs and Maintenance	63,710	4,986	4,543	98,727	267%	30,833	67,893	107,000	37,000	70,000	(61,727)	8,273
2541-6333 · Operation of Plant-Rentals-Land and Building	25,367	25,367	25,367	228,771	78%	243,667	(14,896)	264,506	292,400	(27,894)	63,629	35,736
2541-6334 · Operation of Plant-Rental Equipment	1,105	1,117	1,383	10,820	58%	15,429	(4,609)	13,737	18,515	(4,778)	7,695	2,917
2541-6335 · Operation of Plant-Water and Sewer	194	418	411	4,355	-	-	4,355	5,600	-	5,600	(4,355)	1,245
2541-6336 · Operation of Plant-Trash Removal	220	-	440	2,732	52%	4,417	(1,685)	3,300	5,300	(2,000)	2,568	568
2541-6351 · Operation of Plant-Property Insurance	-	1,256	-	11,638	108%	9,000	2,638	11,638	10,800	838	(838)	(0)
2541-6361 · Operation of Plant-Phone/Internet	31	173	-	1,439	60%	2,000	(561)	2,000	2,400	(400)	961	561
2541-6411 · Operation of Plant-Supplies	3,192	-	1,072	4,829	32%	12,500	(7,671)	7,000	15,000	(8,000)	10,171	2,171
2541-6481 · Operation of Plant-Electric	6,917	-	10,311	45,876	102%	37,500	8,376	60,000	45,000	15,000	(876)	14,124
<b>Subtotal: 2541 402 · Operation of Plant</b>	<b>109,319</b>	<b>38,956</b>	<b>55,870</b>	<b>529,569</b>	<b>93%</b>	<b>472,185</b>	<b>57,384</b>	<b>610,788</b>	<b>566,622</b>	<b>44,166</b>	<b>37,053</b>	<b>81,219</b>
<b>2551 · Transportation</b>												
2551-6341 · Transportation-Contracted Transportation	64,305	51,648	46,770	439,929	84%	438,421	1,509	584,105	526,105	58,000	86,176	144,176
2551-6342 · Transportation-Contracted Transportation(fiel	779	471	3,586	17,719	-	-	17,719	17,719	-	17,719	(17,719)	(0)
<b>Subtotal: 2551 · Transportation</b>	<b>65,083</b>	<b>52,119</b>	<b>50,355</b>	<b>457,649</b>	<b>87%</b>	<b>438,421</b>	<b>19,228</b>	<b>601,824</b>	<b>526,105</b>	<b>75,719</b>	<b>68,456</b>	<b>144,175</b>
<b>2562 · Food Preparation and Dispensing Services</b>												
2562-6391 · Food Services-Contracted Food Service	21,510	30,293	17,545	176,137	70%	210,370	(34,233)	232,592	252,444	(19,852)	76,307	56,455
<b>Subtotal: 2562 · Food Preparation and Dispensing Ser</b>	<b>21,510</b>	<b>30,293</b>	<b>17,545</b>	<b>176,137</b>	<b>70%</b>	<b>210,370</b>	<b>(34,233)</b>	<b>232,592</b>	<b>252,444</b>	<b>(19,852)</b>	<b>76,307</b>	<b>56,455</b>
<b>2661 · Technology</b>												
2661-6411 · Technology-Supplies	2,358	4,924	-	138,986	99%	116,667	22,319	140,000	140,000	-	1,014	1,014
<b>Subtotal: 2661 · Technology</b>	<b>2,358</b>	<b>4,924</b>	<b>-</b>	<b>138,986</b>	<b>99%</b>	<b>116,667</b>	<b>22,319</b>	<b>140,000</b>	<b>140,000</b>	<b>-</b>	<b>1,014</b>	<b>1,014</b>
<b>3305 · Development</b>												
3305-6151 · Development-Non-Certified FT	5,846	6,569	5,846	52,582	44%	99,188	(46,605)	64,576	119,025	(54,449)	66,443	11,994
3305-6221 · Development-Non-Certified Retirement	526	591	526	4,647	43%	8,927	(4,280)	5,699	10,712	(5,013)	6,065	1,052
3305-6231 · Development-FICA	310	355	310	2,693	36%	6,150	(3,456)	3,314	7,380	(4,066)	4,686	620
3305-6232 · Development-Medicare	72	83	72	630	36%	1,438	(808)	773	1,726	(953)	1,096	143
3305-6241 · Development-Employee Benefits	483	483	483	5,026	29%	14,688	(9,661)	5,998	17,625	(11,627)	12,599	972
3305-6319 · Development-Other Professional and Technic	9,526	5,371	4,271	66,727	113%	49,167	17,560	73,000	59,000	14,000	(7,727)	6,273
3305-6411 · Development-Supplies	-	-	-	229	-	-	229	229	-	229	(229)	0
<b>Subtotal: 3305 · Development</b>	<b>16,763</b>	<b>13,452</b>	<b>11,509</b>	<b>132,534</b>	<b>62%</b>	<b>179,556</b>	<b>(47,022)</b>	<b>153,589</b>	<b>215,468</b>	<b>(61,879)</b>	<b>82,933</b>	<b>21,054</b>
<b>TOTAL EXPENSES</b>	<b>915,804</b>	<b>752,622</b>	<b>742,954</b>	<b>8,097,866</b>	<b>86%</b>	<b>7,815,625</b>	<b>202,519</b>	<b>9,757,476</b>	<b>9,468,416</b>	<b>289,059</b>	<b>1,346,949</b>	<b>1,659,610</b>
<b>NET INCOME</b>	<b>(175,839)</b>	<b>(40,931)</b>	<b>180,242</b>	<b>145,337</b>		<b>189,384</b>	<b>35,676</b>	<b>101,571</b>	<b>137,594</b>	<b>(36,023)</b>	<b>15,858</b>	<b>(43,767)</b>

# Coversheet

## April Register

**Section:** II. Finance  
**Item:** B. April Register  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** 2018 04 Check Register (1).pdf

Crossroads Academy of Kansas City, Inc.  
05/15/2018 9:56 PM

**Check Register by Type**

Page: 1  
User ID: SAS

<b>Payee Type: Vendor</b>		<b>Check Type: Automatic Payment</b>			<b>Checking Account ID: 1</b>		
<u>Check Number</u>	<u>Check Date</u>	<u>Cleared</u>	<u>Void</u>	<u>Void Date</u>	<u>Entity ID</u>	<u>Entity Name</u>	<u>Check Amount</u>
1603576	04/23/2018	X			ATT	AT&T	959.86
1603577	04/28/2018	X			UHCBS	UHCBS REIMBURSEMENT	2,805.26
1603578	04/29/2018	X			UNITED	UNITED HEALTH CARE INSURANCE COMPANY	0.00
1603579	04/19/2018	X			BCBS	BLUE CROSS AND BLUE SHELDF OF KANSAS CITY	47,493.66
1603580	04/02/2018	X			UNUM	UNUM LIFE INSURANCE COMPANY OF AMERICA	1,368.39
1603581	04/03/2018	X			HVH	HISTORIC VIRGINIA HOTEL	24,166.67
1603582	04/02/2018	X			KCPL	KCP&L	17,595.17
1603583	04/21/2018	X			HARTFORD	THE HARTFORD INSURANCE COMPANY	0.00
1603584	04/21/2018	X			HANOVER	THE HANOVER INSURANCE CO	0.00
1603585	04/30/2018	X			AFLAC	AFLAC	0.00
1603586	04/03/2018	X			REPUBLIC	REPUBLIC SERVICES #468	440.00
1603587	04/01/2018	X			CAKCESTAT	CROSSROADS REAL ESTATE COMPANY	27,899.00
1603588	04/03/2018	X			COMMERCECC	COMMERCE BANK - COMMERCIAL CARDS	10,436.85
1603601	04/09/2018	X			COMMON	COMMON GOAL SYSTEMS INC	89.95
1603602	04/03/2018	X			CAKC	CAKC PAC	1,000.00
Checking Account ID: 1					Void Total:	0.00	Total without Voids: 134,254.81
Check Type Total: Automatic Payment					Void Total:	0.00	Total without Voids: 134,254.81

<b>Payee Type: Vendor</b>		<b>Check Type: Check</b>			<b>Checking Account ID: 1</b>		
<u>Check Number</u>	<u>Check Date</u>	<u>Cleared</u>	<u>Void</u>	<u>Void Date</u>	<u>Entity ID</u>	<u>Entity Name</u>	<u>Check Amount</u>
1723	04/23/2018	X			CMH	CHILDREN'S MERCY HOSPITAL	1,016.00
12256	04/26/2018	X			TRAFFIC	TRAFFIC PERMIT SECTION	1,700.00
12257	04/27/2018	X			DEANNA	DEANNA ROSE	100.00
71569351	04/03/2018	X			PARALLEL	Parallel Employment Group	1,925.09
71569352	04/03/2018	X			MOTREAS	TREASURER, STATE OF MISSOURI	75.00
71569353	04/03/2018	X			KCWATER	KCMO WATER SERVICES DEPARTMENT	42.62
71569354	04/03/2018	X			AMERUNION	AMERICAN UNION VENTURES INC.	100.00
71570010	04/03/2018	X			MSBA	MISSOURI SCHOOL BOARDS ASSOCIATION	975.51
71570011	04/03/2018	X			AGUIRRECC	TONY AGUIRRE COMMUNITY CENTER	910.00
71570012	04/03/2018	X			WESTPORT	WESTPORT ROANOKE	525.00
71570013	04/03/2018	X			AMERDINING	AMERICAN FOOD & VENDING CORP	6,143.76
71570014	04/03/2018	X			IRESQ	IResQ	356.60
71570417	04/03/2018	X			TIERNEY	TIERNEY OFFICE PRODUCTS	22.76
71570418	04/03/2018	X			LAKESHORE	LAKESHORE LEARNING	34.99
71570419	04/03/2018	X			KELLY	KELLY SERVICES, INC	5,162.00
71571007	04/04/2018	X			ISS	ISS FACILITY SERVICES - KC	604.28
71571008	04/04/2018	X			REGAL	REGAL DISTRIBUTING SERVICE & SOLUTIONS	438.99
71571009	04/04/2018	X			ISS	ISS FACILITY SERVICES - KC	376.22
71571010	04/04/2018	X			RAMAIR	RAM AIR	59.65
71571011	04/04/2018	X			STRASSER	STRASSER TRUE VALUE	28.25
71571305	04/04/2018	X			LEXINGTON	LEXINGTON PLUMBING & HEATING CO INC	467.50
71571306	04/04/2018	X			AGUIRRECC	TONY AGUIRRE COMMUNITY CENTER	455.00
71571478	04/04/2018	X			POPEMIL	MILDRED POPE	333.33
71571479	04/04/2018	X			PARKDAN	DANIELLE PARKER	334.00
71576402	04/10/2018	X			PARALLEL	Parallel Employment Group	2,269.18
71577020	04/10/2018	X			ASSETSERVI	ASSET SERVICES, INC.	3,125.00
71577343	04/10/2018	X			TIERNEY	TIERNEY OFFICE PRODUCTS	129.17
71588063	04/17/2018	X			YARDI	YARDI MARKETPLACE	931.45
71588064	04/17/2018	X			YARDI	YARDI MARKETPLACE	50.91
71588065	04/17/2018	X			GREENEXPEC	GREEN EXPECTATIONS LANDSCAPING	380.00
71588066	04/17/2018	X			ISS	ISS FACILITY SERVICES - KC	306.83
71588067	04/17/2018	X			CUMULUS	CUMULUS KANSAS CITY	1,017.00
71588068	04/17/2018	X			CUMULUS	CUMULUS KANSAS CITY	510.00
71588069	04/17/2018	X			PLAZAACADE	THE PLAZA ACADEMY	850.00
71588070	04/17/2018	X			PLAZAACADE	THE PLAZA ACADEMY	250.00
71588071	04/17/2018	X			SCHOOLECON	School of Economics	572.00
71588072	04/17/2018	X			YARDI	YARDI MARKETPLACE	1,072.22

Crossroads Academy of Kansas City, Inc.

## Check Register by Type

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71588073	04/17/2018	X			YARDI	YARDI MARKETPLACE	687.47
71588074	04/17/2018	X			DEFFEN	DEFFENBAUGH DISPOSAL SERV	770.52
71588075	04/17/2018	X			UPSFREIGHT	UPS Freight	75.50
71588076	04/17/2018	X			PARALLEL	Parallel Employment Group	1,300.59
71588077	04/17/2018	X			KENTON	KENTON BROTHER'S INC	331.66
71588078	04/17/2018	X			WASHLAK	LaKesha Washington	1,333.32
71588079	04/17/2018	X			WALSWORTH	WALSWORTH	164.00
71588080	04/17/2018	X			WASHLAK	LaKesha Washington	666.68
71588081	04/17/2018	X			JACKSONCO	JACKSON COUNTY COLLECTOR	5,453.87
71588082	04/17/2018	X			SUPERIOR	SUPERIOR MOVING AND STORAGE	500.00
71588083	04/17/2018	X			BHCRHODES	BHC Rhodes	5,850.00
71588084	04/17/2018	X			21STCENT	21ST CENTURY THERAPY, P.C.	1,365.00
71588085	04/17/2018	X			MCREALTY	MC REALTY GROUP, LLC	4,923.75
71588086	04/17/2018	X			STRASSER	STRASSER TRUE VALUE	69.00
71588087	04/17/2018	X			THYSSELEV	THYSSENKRUPP ELEVATOR CORP	321.06
71588088	04/17/2018	X			STRASSER	STRASSER TRUE VALUE	24.20
71588089	04/17/2018	X			STRASSER	STRASSER TRUE VALUE	72.90
71588458	04/17/2018	X			SOLI	SOLI AND SOLI INC	319.00
71588459	04/17/2018	X			OTIS	OTIS ELEVATOR	421.20
71588460	04/17/2018	X			KCAV	KANSAS CITY AUDIO-VISUAL	35.00
71588461	04/17/2018	X			MEDELLIN	Medellin Landscaping & Gardening	25.00
71588462	04/17/2018	X			QHA	QUALITY HILL ASSOCIATES LLC	1,200.00
71588463	04/17/2018	X			STASON	STASON, LLC	392.04
71588464	04/17/2018	X			AMERDINING	AMERICAN FOOD & VENDING CORP	5,020.64
71588465	04/17/2018	X			IRESQ	IResQ	885.80
71589327	04/17/2018	X			SENN	SENN, PENNIE	35.72
71589328	04/17/2018	X			SEARMAR	MARIKATE SEARS	54.96
71589329	04/17/2018	X			FERGUSON	Ferguson Enterprises Inc # 215	382.76
71589330	04/17/2018	X			EDOPS	EdOps	10,750.00
71589331	04/17/2018	X			APPLEBUS	APPLE BUS COMPANY	50,355.32
71589332	04/17/2018	X			DATAMAX	DATAMAX, INC	3,495.83
71589333	04/17/2018	X			DONALD	DONALD E MAXWELL, LLC	4,425.00
71589334	04/17/2018	X			NEWHORIZON	NEW HORIZONS	18,930.00
71589335	04/17/2018	X			TIERNEY	TIERNEY OFFICE PRODUCTS	848.08
71589336	04/17/2018	X			KELLY	KELLY SERVICES, INC	4,326.80
71603332	04/24/2018	X			KCWATER	KCMO WATER SERVICES DEPARTMENT	42.44
71603333	04/24/2018	X			CAPPROJECT	Capital Project Division, Permits	166.00
71603334	04/24/2018	X			BHCRHODES	BHC Rhodes	3,600.00
71603335	04/24/2018	X			MCREALTY	MC REALTY GROUP, LLC	6,000.00
71603336	04/24/2018	X			K12ITC	K12 ITC, INC.	4,510.41
71603337	04/24/2018	X			K12ITC	K12 ITC, INC.	3,903.74
71603338	04/24/2018	X			VEOLIA	VEOLIA ENERGY	1,521.23
71603339	04/24/2018	X			MODIVEMPLY	MISSOURI DIVISION OF EMPLOYMENT	10.20
71603340	04/24/2018	X			KCWATER	KCMO WATER SERVICES DEPARTMENT	489.72
71603341	04/24/2018	X			PARALLEL	Parallel Employment Group	125.58
71603342	04/24/2018	X			PROGRESSIV	PROGRESSIVE ELECTRONICS, INC.	84.00
71603343	04/24/2018	X			OGLETREE	OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.	1,444.05
71603344	04/24/2018	X			KCWATER	KCMO WATER SERVICES DEPARTMENT	11.50
71603345	04/24/2018	X			CARTER	CARTER BROADCAST GROUP	1,080.00
71603346	04/24/2018	X			KCWATER	KCMO WATER SERVICES DEPARTMENT	7.75
71603347	04/24/2018	X			GREENEXPEC	GREEN EXPECTATIONS LANDSCAPING	130.00
71603967	04/24/2018	X			IBPA	IBPA	50.00
71603968	04/24/2018	X			PREPKC	PREP-KC	4,750.00
71603969	04/24/2018	X			AMERDINING	AMERICAN FOOD & VENDING CORP	6,380.81
71603970	04/24/2018	X			IRESQ	IResQ	518.10
71604400	04/24/2018	X			GANNLIS	LISA GANN	34.39
71604401	04/24/2018	X			ARNOANN	ANN ARNO	52.96
71604402	04/24/2018	X			ZETMVIR	VIRGINIA ZETMEIR	125.20

Crossroads Academy of Kansas City, Inc.  
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**Check Register by Type**

Page: 3  
User ID: SAS

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71604403	04/24/2018	X			MIDCON	MID-CON MANAGEMENT-DST	394.00
71604404	04/24/2018	X			CDW	CDW GOVERNMENT	4,950.00
71604405	04/24/2018	X			HIGENE	HI-GENE'S JANITORIAL	5,189.60
71604406	04/24/2018	X			HIGENE	HI-GENE'S JANITORIAL	7,738.43
71604407	04/24/2018	X			PARKU	Park University	10,000.00
71604408	04/24/2018	X			TIERNEY	TIERNEY OFFICE PRODUCTS	208.43
71604409	04/24/2018	X			KELLY	KELLY SERVICES, INC	5,597.00
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Payee Type Total: Vendor					Void Total:	0.00	Total without Voids: 362,833.33
Grand Total:					Void Total:	0.00	Total without Voids: 362,833.33

# Coversheet

## Draft FY 19 Budget

**Section:** II. Finance  
**Item:** C. Draft FY 19 Budget  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** FY 19 Budget Draft for Board 051818.xlsx - Sheet1.pdf

	6/30/2017	12/31/2017	4/23/2018	5/11/2018	5/15/2018
	SY18-19	SY18-19	SY18-19	SY18-19	SY18-19
<b>Revenue</b>					
5100 · Local Revenue	2,197,504	2,469,148	2,729,148	2,729,148	2,733,648
5300 · State Revenue	8,078,445	7,723,593	7,896,013	7,896,013	7,896,013
5400 · Federal Revenue	675,825	664,350	652,800	652,800	652,800
<b>Total Revenue</b>	<b>10,951,774</b>	<b>10,857,091</b>	<b>11,277,961</b>	<b>11,277,961</b>	<b>11,282,461</b>
<b>Operating Expense</b>					
6100 · Salaries	5,353,789	5,096,976	5,237,245	5,240,154	5,240,154
6200 · Benefits	1,543,963	1,477,168	1,578,162	1,583,068	1,583,318
6300 · Purchased Services	3,105,387	3,305,434	3,856,082	3,726,498	3,844,266
6400 · Supplies and Materials	723,915	720,348	633,422	552,370	556,798
6500 · Equipment					
6600 · Debt Service					
<b>Total Operating Expense</b>	<b>10,727,054</b>	<b>10,599,926</b>	<b>11,304,911</b>	<b>11,102,090</b>	<b>11,224,536</b>
<b>Net Operating Income</b>	<b>224,720</b>	<b>257,165</b>	<b>(26,950)</b>	<b>175,871</b>	<b>57,925</b>
<b>Cash Balance July 1</b>	<b>910,000</b>	<b>920,000</b>	<b>820,000</b>	<b>995,871</b>	<b>877,925</b>
<b>Cash Balance June 30</b>	<b>1,134,720</b>	<b>1,177,165</b>	<b>793,050</b>	<b>1,171,742</b>	<b>935,850</b>
<b>Fund Balance %</b>	<b>10.58%</b>	<b>11.11%</b>	<b>7.02%</b>	<b>8.97%</b>	<b>7.82%</b>

# Coversheet

## Thayer Rennovation Updates

**Section:** III. Facilities  
**Item:** A. Thayer Rennovation Updates  
**Purpose:** Discuss

**Submitted by:**

**Related Material:**

Crossroads Preparatory Academy Project Budget 18.05.17.xls - Total Project Budget.pdf  
Turner Bid Packet.pdf

Crossroads Preparatory Academy Project Budget 18.05.17.xls - Captial Gifts.pdf

Crossroads Prep Base Bid 5.17.2018.pdf

Crossroads Prep Total- Alternate 1 Bid 5.17.2018.pdf



## TOTAL PROJECT BUDGET

**Project Name:** Crossroad Preparatory Academy - Due Diligence/Pha

**Date:** May 17, 2018

NOTES	DESCRIPTION
	<b><u>PROJECT SOURCES</u></b>
	Philanthropy/Donations/Capital Gifts
	Loans
	<b>TOTAL PROJECT SOURCES</b>
	<b><u>PROJECT USES</u></b>
	<b><u>BUILDING ACQUISITION &amp; FEES</u></b>
	Building Purchase
	<u>Acquisition Fees</u>
	Subtotal Building Acquisition & Fees
	<b><u>SOFT COSTS</u></b>
BNIM & subconsultants	Architectural/Engineering Fees
BNIM & subconsultants	Reimbursable Expenses (Allowance)
BHC Rhodes	Surveying (Thayer & Gym Site)
TSi	Geotechnical Engineer (Gym Site)
Not Required	Special Inspections
MC Realty Group	Project Management
GPRS	Ground Penetrating Radar (Gym Site)
New Horizons	Environmental Consultant (Phase 1, Asbestos, Radon & Lead)
Don Maxwell	<u>Legal fees</u>
	Subtotal Soft Costs
	<b><u>HARD COSTS</u></b>
Turner	Construction - (Base Bid & Alternate 1 - ADA chase)
	Construction Period Utilities (2 months)
The Hartford	Builders Risk Insurance
New Horizons	<u>Environmental Remediation - Radon</u>
	Subtotal Hard Costs
	<b><u>FF&amp;E</u></b>
	Furniture, Appliances, Moving, etc.
K12itc/KC Audio Visual	Technology (phones, speakers, access points, projectors)
Atronic Alarms / Otis Elevator	<u>Security - Card access &amp; cameras</u>
	Subtotal FF&E
	<b><u>OWNER CONTINGENCY</u></b>

**TOTAL PROJECT USES**

## TOTAL PROJECT BUDGET

**Project Name:** Crossroad Preparatory Academy - Due Diligence/Phase 1

**Date:** May 17, 2018

NOTES	DESCRIPTION	BUDGET
	<b><u>PROJECT SOURCES</u></b>	
	Philanthropy/Donations/Capital Gifts	\$ 1,500,000.00
	Loans	<u>\$ 6,000,000.00</u>
	<b>TOTAL PROJECT SOURCES</b>	<b>\$ 7,500,000.00</b>
	<b><u>PROJECT USES</u></b>	
	<b><u>BUILDING ACQUISITION &amp; FEES</u></b>	
	Building Purchase	\$ 6,000,000.00
	<u>Acquisition Fees</u>	<u>\$ 20,000.00</u>
	Subtotal Building Acquisition & Fees	\$ 6,020,000.00
	<b><u>SOFT COSTS</u></b>	
BNIM & subconsultants	Architectural/Engineering Fees	\$ 133,500.00
BNIM & subconsultants	Reimbursable Expenses (Allowance)	\$ 10,000.00
BHC Rhodes	Surveying (Thayer & Gym Site)	\$ 10,500.00
TSi	Geotechnical Engineer (Gym Site)	\$ 8,900.00
Not Required	Special Inspections	\$ -
MC Realty Group	Project Management	\$ 25,000.00
GPRS	Ground Penetrating Radar (Gym Site)	\$ 1,100.00
New Horizons	Environmental Consultant (Phase 1, Asbestos, Radon & Lead)	\$ 25,000.00
Don Maxwell	<u>Legal fees</u>	<u>\$ 40,000.00</u>
	Subtotal Soft Costs	\$ 254,000.00
	<b><u>HARD COSTS</u></b>	
Turner	Construction - (Base Bid & Alternate 1 - ADA chase)	\$ 920,000.00
	Construction Period Utilities (2 months)	\$ 20,000.00
The Hartford	Builders Risk Insurance	\$ 6,000.00
New Horizons	<u>Environmental Remediation - Radon</u>	<u>\$ 30,000.00</u>
	Subtotal Hard Costs	\$ 976,000.00
	<b><u>FF&amp;E</u></b>	
	Furniture, Appliances, Moving, etc.	\$ 50,000.00
K12itc/KC Audio Visual	Technology (phones, speakers, access points, projectors)	\$ 80,000.00
Atronic Alarms / Otis Elevator	<u>Security - Card access &amp; cameras</u>	<u>\$ 80,000.00</u>
	Subtotal FF&E	\$ 210,000.00
	<b><u>OWNER CONTINGENCY</u></b>	\$ 40,000.00
	<b>TOTAL PROJECT USES</b>	<b>\$ 7,500,000.00</b>

Exhibit- 1A

May 21st, 2018

**BID PACKAGE SUMMARY**

**GMP COST SUMMARY**  
Base Bid

BID PACKAGE NUMBER	BID PACKAGE DESCRIPTION
--------------------	-------------------------

**GMP BID PACKAGE TOTAL**

GR	GENERAL REQUIREMENTS	\$52,120
01	Demolition- <i>New Horizons</i>	\$25,120
28	Metal Handrails- <i>Metal One</i>	\$64,810
23	Capentry and Drywall- <i>4Gen</i>	\$44,939
39	Furnish Lockers- <i>Salisbury</i>	\$17,741
27	Hardware- Furnish and Install- <i>Dorma</i>	\$33,930
30	Flooring- <i>In Buyout</i>	\$5,100
35	Paint- <i>In Buyout</i>	\$15,800
14	Fire Protection- <i>In Buyout</i>	\$15,000
41	Fire Stopping and Elevator <i>Hold</i>	\$7,500
13	Mechanical and Plumbing- <i>Alexander Mechanical</i>	\$23,884
12	Electrical and Fire Alarm- <i>Mark One</i>	\$242,680
31	Tile- <i>Metro Tile</i>	\$0
42	Hold for Bathroom Accessories- <i>Hold</i>	\$0

**TOTAL BUILDING AND SITE GMP: \$548,624**

CONSTRUCTION CONTINGENCY	\$55,000
SUBGUARD 1.15%	\$5,710
GENERAL LIABILITY INSURANCE 0.875%	\$6,826

**TOTAL DIRECT GMP: \$616,160**

PRE-CONSTRUCTION	\$20,000
GENERAL CONDITIONS	\$124,415
FEE 2.50%	\$19,502

**TOTAL PROJECT CONSTRUCTION GMP: \$780,077**

Exhibit- 1B

May 21st, 2018

**BID PACKAGE SUMMARY**

**GMP COST SUMMARY**  
**ADA Bathroom Alternate**

BID PACKAGE NUMBER	BID PACKAGE DESCRIPTION
--------------------	-------------------------

**AREA BID PACKAGE TOTAL**

GR	GENERAL REQUIREMENTS	\$0
01	Demolition- <i>New Horizons</i>	\$4,730
28	Metal Handrails- <i>Metal One</i>	\$0
23	Capentry and Drywall- <i>4Gen</i>	\$20,278
39	Furnish Lockers- <i>Salisbury</i>	\$0
27	Hardware- Furnish and Install- <i>Dorma</i>	\$1,000
30	Flooring- <i>In Buyout</i>	\$1,600
35	Paint- <i>In Buyout</i>	\$1,500
14	Fire Protection- <i>In Buyout</i>	\$5,000
41	Fire Stopping and Elevator <i>Hold</i>	\$0
13	Mechanical and Plumbing- <i>Alexander Mechanical</i>	\$83,860
12	Electrical and Fire Alarm- <i>Mark One</i>	\$1,465
31	Tile- <i>Metro Tile</i>	\$8,065
42	Hold for Bathroom Accessories- <i>Hold</i>	\$2,000

**TOTAL BUILDING AND SITE GMP: \$129,498**

CONSTRUCTION CONTINGENCY	\$0
SUBGUARD 1.15%	\$1,489
GENERAL LIABILITY INSURANCE 0.875%	\$1,186

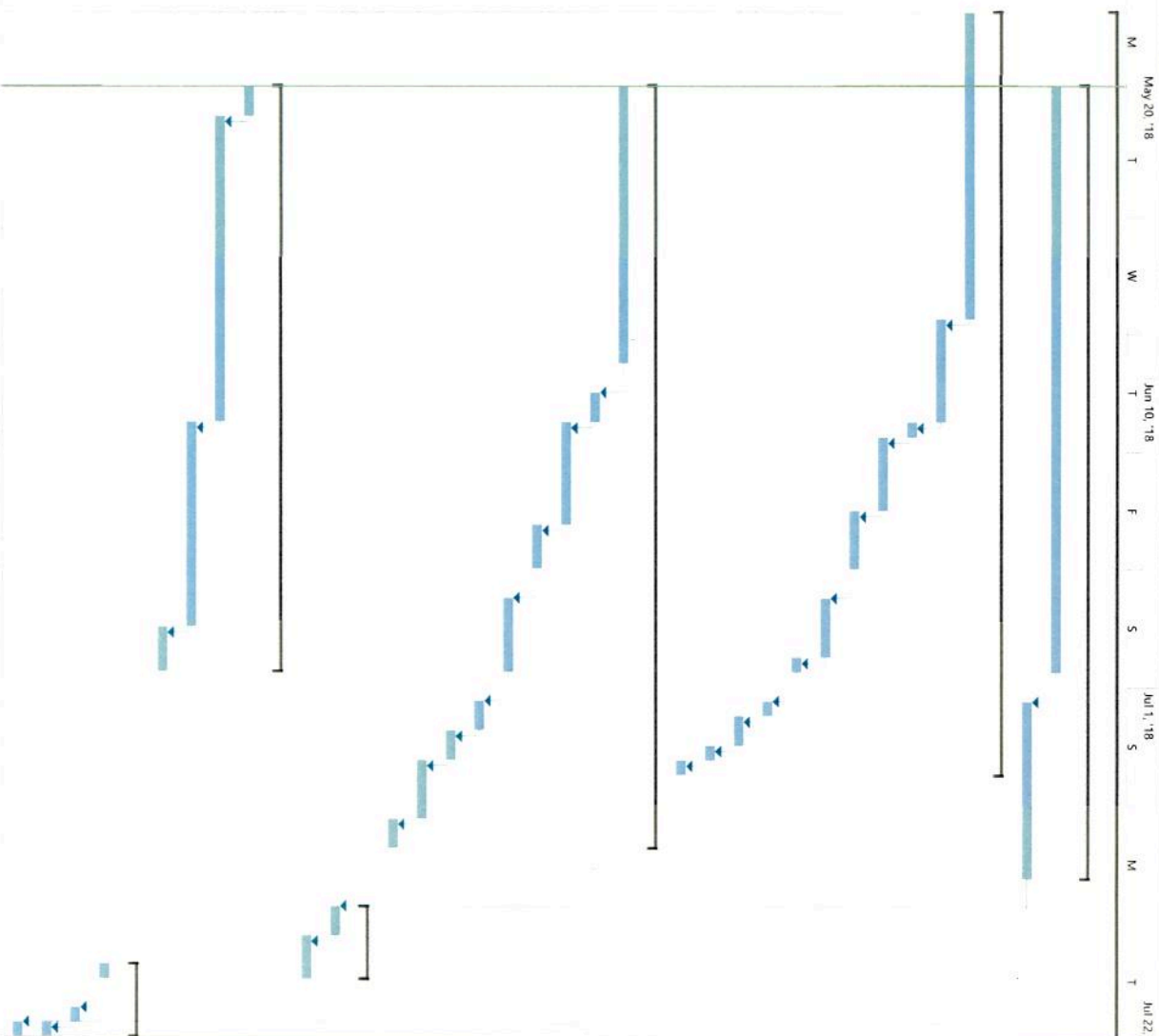
**TOTAL DIRECT GMP: \$132,173**

PRE-CONSTRUCTION	\$0
GENERAL CONDITIONS	\$0
FEE 2.50%	\$3,389

**TOTAL PROJECT CONSTRUCTION GMP: \$135,562**

Exhibit- 1C

ID	Task Mode	Task Name	Duration	Start	Finish
1		<b>Crossroads Prep Academy</b>	<b>50 days</b>	<b>Wed 5/16/18</b>	<b>Tue 7/24/18</b>
2		<b>Fire Alarm</b>	<b>40 days</b>	<b>Mon 5/21/18</b>	<b>Fri 7/13/18</b>
3		Fire Alarm Install	30 days	Mon 5/21/18	Fri 6/29/18
4		Fire Alarm Test	10 days	Mon 7/2/18	Fri 7/13/18
5		<b>Shaft Remodel</b>	<b>38 days</b>	<b>Wed 5/16/18</b>	<b>Fri 7/6/18</b>
6		MEP Rough In	15 days	Wed 5/16/18	Tue 6/5/18
7		Shaft Wall Install	5 days	Wed 6/6/18	Tue 6/12/18
8		Shaft Wall Insp	1 day	Wed 6/13/18	Wed 6/13/18
9		Shaft Wall Sheetrock Install	3 days	Thu 6/14/18	Mon 6/18/18
10		Shaft Wall Sheetrock Finish	4 days	Tue 6/19/18	Fri 6/22/18
11		Restroom Wall Tile Install	4 days	Mon 6/25/18	Thu 6/28/18
12		Restroom Paint	1 day	Fri 6/29/18	Fri 6/29/18
13		Ceiling Grid	1 day	Mon 7/2/18	Mon 7/2/18
14		Overhead MEP Rough In	2 days	Tue 7/3/18	Wed 7/4/18
15		Overhead Inspection	1 day	Thu 7/5/18	Thu 7/5/18
16		Install Ceiling Tile	1 day	Fri 7/6/18	Fri 7/6/18
17		<b>Classroom Remodel</b>	<b>38 days</b>	<b>Mon 5/21/18</b>	<b>Wed 7/11/18</b>
18		Wall Demo	15 days	Mon 5/21/18	Fri 6/8/18
19		Wall Framing	2 days	Mon 6/11/18	Tue 6/12/18
20		MEP Rough In	5 days	Wed 6/13/18	Tue 6/19/18
21		Install Drywall	3 days	Wed 6/20/18	Fri 6/22/18
22		Finish Drywall	5 days	Mon 6/25/18	Fri 6/29/18
23		Painting	2 days	Mon 7/2/18	Tue 7/3/18
24		Casework Install	2 days	Wed 7/4/18	Thu 7/5/18
25		Locker Install	2 days	Fri 7/6/18	Mon 7/9/18
26		MEP Finishes	2 days	Tue 7/10/18	Wed 7/11/18
27		<b>Vestibule Entries</b>	<b>5 days</b>	<b>Mon 7/16/18</b>	<b>Fri 7/20/18</b>
28		Swap entry Doors	2 days	Mon 7/16/18	Tue 7/17/18
29		Security & FA Upgrade	3 days	Wed 7/18/18	Fri 7/20/18
30		<b>Guard Rail Install</b>	<b>30 days</b>	<b>Mon 5/21/18</b>	<b>Fri 6/29/18</b>
31		Demo Existing Trim	2 days	Mon 5/21/18	Tue 5/22/18
32		Install New Guardrail	15 days	Wed 5/23/18	Tue 6/12/18
33		Install New Trim	10 days	Wed 6/13/18	Tue 6/26/18
34		Painting	3 days	Wed 6/27/18	Fri 6/29/18
35		<b>Project Closeout</b>	<b>3 days</b>	<b>Fri 7/20/18</b>	<b>Tue 7/24/18</b>
36		Final Inspection	1 day	Fri 7/20/18	Fri 7/20/18
37		Punchlist	1 day	Mon 7/23/18	Mon 7/23/18
38		Submit Closeout Documents	1 day	Tue 7/24/18	Tue 7/24/18
39		Project Complete	1 day	Tue 7/24/18	Tue 7/24/18



Project: Crossroads Prep Acadie

Task: Split

Milestone: Summary

Project Summary: Inactive Task, Inactive Milestone, Inactive Summary

Manual Task: Duration-only, Manual Summary Rollup, Manual Summary

Start-only: Finish-only, External Tasks, External Milestone

Deadline: Progress, Manual Progress

## Exhibit- 1D

<b>CROSSROADS PREPARATORY ACADEMY</b>		
<b>SHEET</b>	<b>DRAWING INDEX</b>	<b>Last Rev. Date</b>
<b>G</b>	<b>GENERAL</b>	
G000	Cover Sheet	04.27.2018
G001	Code Review Data	04.27.2018
G002	Code Modification Request	04.27.2018
<b>D</b>	<b>Demolition</b>	
D103a	LEVEL 3 DEMOLITION PLAN + RCP	04.27.2018
D104a	LEVEL 4 DEMOLITION PLAN + RCP	04.27.2018
<b>A</b>	<b>ARCHITECTURE</b>	
A000	ABBREVIATIONS + STANDARDS	04.27.2018
A040	PARTITION TYPES, UL LISTINGS AND DATA	04.27.2018
A100a	LOWER LEVEL PLAN	04.27.2018
A101a	LEVEL 1 PLAN + RCP	04.27.2018
A102a	LEVEL 2 PLAN + RCP	04.27.2018
A103a	LEVEL 3 PLAN + RCP	04.27.2018
A104a	LEVEL 4 PLAN + RCP	04.27.2018
A105a	LEVEL 5 PLAN + RCP	04.27.2018
A500	INTERIOR DETAIL SECTIONS + ELEVATIONS	04.27.2018
A600	FINISH FLOOR PLANS LEVELS 3 + 4	04.27.2018
A700	GENERAL NOTES AND SPECIFICATION	04.27.2018
A800	ADD ALTERNATES	04.27.2018
<b>M</b>	<b>MECHANICAL</b>	
M-000	MECHANICAL LEGEND	04.27.2018
MD-105.A	HVAC LEVEL 3 DEMO PLAN	04.27.2018
MD-106.A	HVAC LEVEL 4 DEMO PLAN	04.27.2018
M-102.A	HVAC LOWER PLAN- ALTERNATE 1	04.27.2018
M-103.A	HVAC LEVEL 1 PLAN- ALTERNATE 1	04.27.2018
M-104.A	HVAC LEVEL 2 PLAN- ALTERNATE 1	04.27.2018
M-105.A	HVAC LEVEL 3 PLAN- ALTERNATE 1	04.27.2018
M-106.A	HVAC LEVEL 4 PLAN- ALTERNATE 1	04.27.2018
M-107.A	HVAC LEVEL 5 PLAN- ALTERNATE 1	04.27.2018
M-108.A	HVAC ROOF PLAN- ALTERNATE 1	04.27.2018
M-401	DETAILS AND SCHEDULES	04.27.2018
M-701	HVAC SPECS	04.27.2018
M-702	HVAC SPECS	04.27.2018
<b>P</b>	<b>PLUMBING</b>	
P-000	PLUMBING LEGEND	04.27.2018
P-102.A	PLUMBING LOWER LEVEL PLAN	04.27.2018
P-103.A	PLUMBING LEVEL 1 PLAN	04.27.2018
P-104.A	PLUMBING LEVEL 2 PLAN	04.27.2018
P-105.A	PLUMBING LEVEL 3 PLAN	04.27.2018
P-106.A	PLUMBING LEVEL 4 PLAN	04.27.2018
P-107.A	PLUMBING LEVEL 5 PLAN	04.27.2018
P-300	ENLARGED PLANS	04.27.2018
P-400	PLUMBING SCHEDULES	04.27.2018
P-500	PLUMBING DETAILS	04.27.2018
P-600	PLUMBING SPECIFICATIONS	04.27.2018
P-601	PLUMBING SPECIFICATIONS	04.27.2018

# SITE LOGISTICS

## Exhibit- 1E

DUMPSTER, MATERIAL  
LOADING/UNLOADING

AVAILABLE PARKING FOR  
SUBCONTRACTORS TO  
LEASE



BROADWAY ENTRY WILL BE CLOSED  
DURING CONSTRUCTION,  
CONTRACTOR'S ENTRY WILL BE  
THROUGH BANK STREET

<b>Crossroads Capital Gifts</b>	<b>Total Commitment</b>	<b>Received by 6.30.18</b>	<b>Future Commitments</b>
William T. Kemper Foundation	\$1,000,000	\$500,000	\$500,000
Sherman Family Foundation	\$725,000	250000	\$475,000
Hall Family Foundation	\$600,000	\$600,000	
Francis Family Foundation (Discretionary Funds of David Francis)	\$250,000	\$100,000	\$150,000
Gary Dickinson Family Charitable Foundation	\$50,000	\$50,000	
Jedel Family Foundation	\$10,000	\$10,000	
<b>Totals:</b>	<b>\$2,635,000</b>	<b>\$1,510,000</b>	<b>\$1,125,000</b>
Anticipated Future Gifts	\$1,365,000	\$0	\$1,365,000
<b>Totals</b>	<b>\$4,000,000</b>	<b>\$1,510,000</b>	<b>\$2,490,000</b>

**AS OF: 05/17/18**



<b>Turner</b>					
<b>0</b>					<b>12:00PM</b>
DIV #	TRADE NAME	BID TAKER	SUB NAME	SUB BID	BID DAY TOTAL
1	General Requirements		Turner	\$52,120	\$52,120
2	<b>Interior Demo</b>		<b>New Horizons</b>	<b>\$25,120</b>	\$25,120
5	<b>Metal Handrails</b>		<b>Metal One</b>	<b>\$64,810</b>	\$64,810
6	Carpentry/Drywall/Specialty Install		4Gen	\$44,939	\$44,939
6	Furnish Lockers		Salisbury Ind	\$17,741	\$17,741
8	Hardware - Furnish and Install		Dorma	\$33,930	\$33,930
9	Flooring		in buyout	\$5,100	\$5,100
9	Paint / VWC		in buyout	\$15,800	\$15,800
21	Fire Protection		in buyout	\$15,000	\$15,000
21	Firestopping/Elevator Hold		Hold	\$7,500	\$7,500
22	Mechanical and Plumbing		Alexander Mechanical	\$23,884	\$23,884
26	Electrical and Fire Alarm		Mark One	\$242,680	\$242,680
	TOTAL DIRECT COSTS			548,624	\$548,624
	Turner Contingency				\$55,000
	GENERAL CONDITIONS			\$123,501	\$123,501
	TOTAL W/O P/P BOND				\$727,125
				Overall % of direct.	
	TOTAL COSTS				\$727,125
	SUBGUARD (IF APPLICABLE)	1.15%	SUBCONTRACTED WORK ONLY - CALC FR		\$ 5,710
	Textura				\$ 915
	<b>P&amp;P Bond- Not Required</b>	0.000%	Adjust for Total Volume Coverage		\$ -
	<b>Builder's Risk- Not Required</b>	0.0000%	Adjust for Total Volume Coverage		\$ -
	GENERAL LIABILITY INS.	0.875%	Adjust for Total Volume Coverage		\$ 6,826
	FEE	2.50%			\$ 19,502
	<b>Precon</b>				\$ 20,000
	Remodel / Use Tax	0.00%			\$ -
					<b>\$780,077</b>

<b>Turner</b>					
<b>0</b>					
					<b>12:00PM</b>
DIV #	TRADE NAME	BID TAKER	SUB NAME	SUB BID	BID DAY TOTAL
1	General Requirements		Turner	\$52,120	\$52,120
2	<b>Interior Demo</b>		New Horizons	\$25,120	\$25,120
5	<b>Metal Handrails</b>		Metal One	\$64,810	\$64,810
6	Carpentry/Drywall/Specialty Install		4Gen	\$44,939	\$44,939
6	Furnish Lockers		Salisbury Ind	\$17,741	\$17,741
8	Hardware - Furnish and Install		Dorma	\$33,930	\$33,930
9	Flooring		in buyout	\$5,100	\$5,100
9	Paint / VWC		in buyout	\$15,800	\$15,800
21	Fire Protection		in buyout	\$15,000	\$15,000
21	Firestopping/Elevator Hold		Hold	\$7,500	\$7,500
22	Mechanical and Plumbing		Alexander Mechanical	\$23,884	\$23,884
26	Electrical and Fire Alarm		Mark One	\$242,680	\$242,680
28	<b>Alternate 1 Lump Sum- ADA Bathroom Chase</b>		Multiple	\$130,000	\$130,000
	TOTAL DIRECT COSTS			678,624	\$678,624
	Turner Contingency				\$55,000
	GENERAL CONDITIONS			\$123,501	\$123,501
	TOTAL W/O P/P BOND				\$857,125
				Overall % of direct.	
	TOTAL COSTS				\$857,125
	SUBGUARD (IF APPLICABLE)	1.15%	SUBCONTRACTED WORK ONLY - CALC FR		\$ 7,205
	Textura				\$ 915
	<b>P&amp;P Bond- Not Required</b>	0.000%	Adjust for Total Volume Coverage		\$ -
	<b>Builder's Risk- Not Required</b>	0.0000%	Adjust for Total Volume Coverage		\$ -
	GENERAL LIABILITY INS.	0.875%	Adjust for Total Volume Coverage		\$ 8,016
	FEE	2.50%			\$ 22,904
	<b>Precon</b>				\$ 20,000
	Remodel / Use Tax	0.00%			\$ -
					<b>\$916,165</b>

additional alternate description on breakdown included in next page

TRADE	BID	SUB	SUB BID
NAME	TAKER	NAME	(W/O BOND)
<b>Alternate #1: (ADA Chase )</b>			
<b>Description:</b>			
HVAC/Mech- Added ADA chase, 50 gallon expansion tank for water heater, insta hot at 3 basin sink		Alexander Mechanical	83,860
Added Chase wall construction, 2 classroom sink casework units, finish out 2 bathrooms including floor buildup on level 4		4 Gen	20,278
Added electrical connections to ADA Chase equipment		Mark One	1,465
Demo for ADA Chase		New Horizons	4,730
Paint Add		Unbought	1,500
Flooring Add in classrooms, LVT for sink locations		Unbought (Regents)	1,600
Added Tile in Bathrooms		Unbought (metro)	8,065
Allowance for Bathroom Hardware		Unbought	1,000
Allowance for Bathroom Specialties		Unbought	2,000
Allowance for Sprinkler Work		Unbought	5,000
			129,498

# Coversheet

## Amended Purchase Agreement

**Section:** III. Facilities  
**Item:** B. Amended Purchase Agreement  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Purchase Option - 900 Washington.doc (3).pdf  
Amend to PSA (Rvsd 5-16-18).doc.pdf

## PURCHASE OPTION AGREEMENT

This Purchase Option Agreement (“Agreement”) is made and effective as of this \_\_\_ day of May, 2018 (the “Effective Date”), by and between Crossroads Charter Schools, a Missouri non-profit corporation (“Buyer”) and Broadway Square Partners, L.L.P., a Missouri limited liability partnership (“Seller”).

**Whereas**, Seller is the owner of certain real property located in Kansas City, Jackson County, Missouri, being more particularly described on Exhibit A attached hereto and made a part hereof by this reference (the “Property”); and

**Whereas**, Buyer seeks to conduct certain due diligence with respect to the Property to determine the feasibility of Buyer’s potential purchase of the Property; and

**Whereas**, in order for Buyer to conduct such due diligence with respect to the Property, and apply for financing in furtherance of Buyer’s purchase, and rehabilitation, of the Property, Buyer desires reasonable access to the Property and certain due diligence materials; and

**Whereas**, in addition to reasonable access to the Property and due diligence materials, Buyer desires to retain an exclusive option to purchase the Property from Seller during the period in which Buyer conducts the due diligence described herein.

**Now, Therefore**, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto hereby agree as follows:

1. **Right of Entry; Procedure; Risk; Indemnity; Damage.**

A. Right of Entry; Procedure. During the Term, Buyer, and Buyer’s Parties (defined below), at Buyer’s sole cost and expense, shall have the right upon reasonable written or oral notice to Seller, and Seller’s manager, Kathy Crossen, MC Realty Group, LLC, at (816) 499-8320 (“Seller’s Manager”) (such notice not to be less than one (1) day prior to the date of such desired entry and access if reasonably practicable), from time to time to physically enter onto the Property to survey, inspect, and conduct engineering, soils, environmental, physical and other investigations of the Property and all records and documents located at the Property (or elsewhere, as mutually agreed to by Buyer and Seller) relating to the acquisition, operation and use thereof for its intended purpose. All such activities of Buyer shall be conducted in such a manner as not to disrupt the normal operations of the Property, and any tenants located thereon. Notwithstanding anything to the contrary, any invasive testing of the Property and any improvements located thereon such as, but not limited to, soil borings and asbestos testing shall require Seller’s advance written approval.

B. Risk; Indemnity; Damage. Buyer shall enter onto the Property to conduct its studies at its own risk and shall be responsible for the acts and omissions of and injuries to its agents, contractors, employees and consultants (“Buyer’s Parties”). Buyer covenants to

indemnify, defend and hold Seller, and Seller's partners, officers, managers (including Seller's Manager), agents, employees and contractors and current tenants ("Seller's Parties") harmless from and against all losses, damages, claims, liens, liabilities and costs, including reasonable attorneys' fees, arising from or incurred as a result of any entry by Buyer or Buyer's Parties, onto the Property and not caused by the negligence, willful misconduct or other fault of Seller or Seller's Parties. Buyer shall, at Buyer's own expense, promptly repair any damage to the Property caused by Buyer or Buyer's Parties. Buyer shall at all times from and after the Effective Date, until the last day of the Term, (i) maintain or cause to be maintained comprehensive general liability insurance, with minimum limits of \$500,000 per occurrence and \$1,000,000 combined single limit, and workers' compensation insurance if required by law, (ii) name Seller and Seller's Manager as an additional insureds on such commercial general liability insurance policy, and (iii) provide a certificate of insurance to Seller evidencing such required insurance prior to entering the Property. Notwithstanding anything else contained in this Agreement to the contrary, the Buyer's covenants and indemnities contained in this Subsection 1.a. shall survive the expiration, or earlier termination, of this Agreement.

**2. Option Fee; Purchase Price.** For and in consideration of Seller's execution and delivery of this Agreement, Buyer shall pay Seller an option fee ("Option Fee") in the amount of Forty Thousand Dollars (\$40,000), and as of the Effective Date of this Agreement, Seller hereby acknowledges its prior receipt of such Option Fee. In furtherance of the foregoing, Buyer delivered and Seller acknowledges its receipt of the Option Fee by Buyer's deliver of the same to First American Title Company, National Commercial Services, 7200 College Boulevard, Overland Park, Kansas, Attn: Sybil D. Patton (as context dictates, the "Escrow Agent" or the "Title Company"). Escrow Agent shall hold the Option Fee in accordance with the terms and conditions of this Agreement. Seller and Buyer agree to execute reasonable documents as required by the Escrow Agent to allow the placement of the Option Fee in an interest bearing trust account in an institution whose deposits are insured by the FDIC or otherwise approved in writing by the Buyer. In the event Buyer exercises the Option (as defined below) in accordance with the terms and provisions of this Agreement, prior to the expiration of the Term (as defined below), the Option Fee shall be applied as a credit toward the purchase price of the Property upon the consummation of that transaction (the "Closing"). In the event that Buyer either (i) defaults under the terms of this Agreement, or (ii) this Agreement expires prior to the Buyer's termination of this Agreement or affirmative exercise of the Option, the Option Fee shall be disbursed by the Title Company to Seller, and subsequent to such forfeiture, except as otherwise set forth herein, neither Seller nor Buyer shall have any further rights or obligations under this Agreement.

**3. Due Diligence Materials.** As of the Effective Date hereof, Buyer acknowledges Seller's delivery to Buyer of copies of all documents, records and information relating to the Property in Seller's possession (collectively, the "Due Diligence Materials"), including, without limitation: (1) any leases affecting the Property and all amendments, modifications and supplements thereto; (2) any existing title and survey information in Seller's possession, along with any exception documents affecting title; (3) any licenses, permits and governmental authorizations in Seller's possession; (4) any engineering reports and information, environmental reports and information, soil tests and photographs in Seller's possession; and (5) all

maintenance, service, operating, equipment leasing and other similar contracts or agreements with respect to or affecting the Property.

4. **Term.** This Agreement shall run for a period commencing on the Effective Date and terminating on the last day of the sixth (6<sup>th</sup>) calendar month following the Effective Date (the “Initial Term”). If at the expiration of the Initial Term, Buyer desires to extend the term of this Agreement, Buyer may, at Buyer’s sole discretion, upon the provision of an option renewal fee of One Thousand Dollars (\$1,000) (the “Option Renewal Fee”), extend the term of this Agreement for not more than two (2) additional six (6) month terms (each a “Renewal Term” and when combined with the Initial Term shall be referred to herein as the “Term”). If applicable, Buyer shall exercise its right to any Renewal Term by (i) the delivery to Seller of not less than five (5) days’ written notice of its intent to exercise the applicable Renewal Term, and (ii) depositing the Option Renewal Fee with the Escrow Agent. Upon deposit, the Option Renewal Fee shall automatically become, without the requirement of further documentation, (x) part of the Option Fee, and (y) subject to all terms and provisions set forth in this Agreement related to the Option Fee, including but not limited to, Section 2 above. For the avoidance of doubt, Buyer and Seller agree that a separate Option Renewal Fee shall be required to exercise each of the two (2) Renewal Terms, so that, in order to exercise both Renewal Terms, Buyer will have to deposit an additional Two Thousand Dollars (\$2,000) (i.e. \$1,000 per exercised Renewal Term) pursuant to this Section 4.

5. **Option to Purchase.** At any time prior to the expiration of the Term of the Agreement, Buyer shall have, and Seller hereby grants to Buyer, an exclusive option to purchase the Property at a purchase price agreed upon by Buyer and Seller, but in no event shall such purchase price exceed an amount equal to One Million Dollars (\$1,000,000) (the “Option”). Additional terms and conditions of such purchase shall be more specifically provided in a Real Estate Purchase Agreement (“Purchase Agreement”) among and between the parties hereto to be executed simultaneously upon Buyer’s exercise of the Option. Upon the full execution of the Purchase Agreement, this Agreement shall automatically merge into, and become part of and amended by (to the extent applicable), the terms and provisions of the Purchase Agreement. The Option set forth in this Paragraph may be exercised by Buyer upon Buyer’s delivery of written notice to Seller of its intent to exercise such Option prior to the expiration of the Term hereof. Buyer shall have no obligation to purchase the Property or otherwise exercise the Option contained herein unless or until Buyer delivers written notice of its intent to exercise the Option. In the event Buyer either (i) fails to deliver written notice of its intent to exercise the Option, or (ii) terminates this Agreement pursuant to the terms provided herein, neither Seller nor Purchaser shall have any right, or claim of right, to force Buyer to purchase the Property or Seller to sell the Property, provided that the Option Fee then on deposit with the Escrow Agent shall be disbursed in accordance with Section 2 above.

6. **Early Termination.** Buyer shall have the right to terminate this Agreement prior to expiration of the Term by providing not less than fifteen (15) days written notice to Seller of such termination. Such notice shall be issued by certified U. S. Mail with return receipt verification, postage prepaid to Seller to the address of Seller which shall be deemed effective upon the date of mailing. In the event Buyer terminates this Agreement prior to the expiration of

the Term, including any one or more Renewal Terms by the delivery of written notice of such termination to Seller, the Option Fee shall be disbursed by the Title Company to Buyer, and neither Seller nor Buyer shall have any further rights or obligations under this Agreement.

7. **Assignment.** Buyer may assign its rights and duties in and to this Agreement to one or more of its Affiliates without the written consent of Seller. Buyer may not assign its rights or duties under this Agreement to non-affiliates or subsidiaries of Buyer without the prior written consent of Seller, which may be withheld by Seller in its sole and absolute discretion. For the purposes of this Section 6, “Affiliate” shall be defined to mean any entity controlling, controlled by or under common control with Buyer with the understanding that the terms “control”, “controlling” and “controlled” shall mean the Buyer’s ownership, directly or indirectly, of greater than fifty percent (50%) of (a) the voting stock in a corporation, (b) the ownership interest in any limited liability company or partnership, or (c) the ownership interest in any such other entity.

8. **Subordination of Agreement.** This Agreement and Buyer’s right to enter upon the Property shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Property by Seller and any and all renewals or extensions of such liens or encumbrances.

9. **Default.** In the event either party breaches a material term of this Agreement, such breach shall constitute an act of default. For purposes of this Section 9, Seller’s sale or any other form of transfer or conveyance of the Property to a person other than Buyer prior to the expiration, or Buyer’s otherwise earlier termination, of the Term of the Option provided herein shall constitute a material breach of this Agreement. Notwithstanding anything to the contrary, Seller’s unwillingness or inability, for any reason or no reason at all, to remedy any issues, or any conditions associated with the Property, whatsoever, shall not constitute a default under the terms of this Agreement.

10. **Notices.** All notices required or permitted to be given hereunder shall be in writing and may be delivered in person to either party or may be sent by courier, recognized national overnight delivery service or by United States Mail, certified, return receipt requested, postage prepaid. Any such notice shall be deemed received by the party to whom it was sent (i) in the case of personal delivery, recognized national overnight delivery service or courier delivery, on the date of delivery to such party, (ii) in the case of certified mail, the date receipt is acknowledged on the return receipt for such notice, and (iii) if delivery is rejected or refused or the courier, overnight delivery service or U.S. Postal Service is unable to deliver same because of changed address of which no notice was given pursuant hereto, the first date of such rejection, refusal or inability to deliver. All such notices shall be addressed to Buyer or Seller at their respective addresses set forth below or at such other address as either party shall have theretofore given to the other by notice as herein provided:

If to Seller:                   Broadway Square Partners, LLP  
  c/o DST Realty, Inc.  
  333 W. 11<sup>th</sup> Street, Suite 101



Kansas City, Missouri 64105  
Attn: Christopher J. Lemke

Broadway Square Partners, LLP  
c/o SCOL, Inc  
300 W. 11<sup>th</sup> Street  
Kansas City, Missouri 64105  
Attn: Dennis Walsh

If to Purchaser: Crossroads Charter Schools  
1011 Central  
Kansas City, Missouri 64105  
Attn: Dean Johnson

Copied to: Donald E. Maxwell, LLC  
4700 Belleview Ave., Suite 404  
Kansas City, Missouri 64112  
Attn: Donald E. Maxwell, Esq.

If to Escrow Agent: First American Title Company  
National Commercial Services  
7200 College Boulevard  
Overland Park, Kansas  
Attn: Sybil D. Patton

11. **Remedies Upon Default.** Each of the parties hereto hereby acknowledge and agree that there may be no adequate remedy at law for either party's breach of this Agreement, and that any such breach may allow the non-breaching party to be unfairly or unjustly enriched by such breaching party's breach hereof. Therefore, in the event of any breach or any threat thereof, the non-breaching party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law, including, without limitation, attorneys' fees, in connection with any breach or enforcement of the breaching party's obligations hereunder. The non-breaching party shall notify the breaching party in writing immediately upon the occurrence of any such breach of this Agreement of which it is aware in order provide the breaching party with an opportunity to mitigate any potential damages it may suffer due to the non-breaching party's enforcement of this Agreement.

12. **Brokers.** Seller and Buyer hereby acknowledge and agree that neither party has engaged a broker for the transaction described in this Agreement and each party agrees to indemnify and hold the other harmless from and against any and all losses, liens, claims, judgments, liabilities, costs, expenses or damages (including reasonable attorneys' fees and court costs) of any kind or character arising out of or resulting from any agreement, arrangement or

understanding alleged to have been made by such party or on its behalf with any broker or finder in connection with this Agreement or the transactions contemplated hereby.

13. **Applicable Law and Venue.** The parties agree that this Agreement is entered pursuant to the laws of the State of Missouri, and that in the event this Agreement is required to be legally construed, it shall be construed by application of the laws of the State of Missouri.

14. **Binding Effect.** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Agreement.

15. **Interpretation of Agreement.** The headings of the paragraphs of this Agreement shall not be used in the construction or interpretation of this Agreement. This Agreement constitutes the entire agreement between the parties, and the same shall not be modified or amended unless such modification is memorialized in writing and signed by both parties. If any clause, sentence, paragraph, or portion of this Agreement is found to be unenforceable, void, voidable, or illegal, such clause shall not affect the enforceability of any other clause, sentence, paragraph, or portion of this Agreement.

16. **Time is of the Essence.** Time is of the essence of this Agreement.

17. **Further Assurances.** Seller and Buyer will promptly execute and deliver, or cause to be executed and delivered all such other and further instruments, documents or assurances and promptly do or cause to be done all such other and further things, as may be reasonably necessary or reasonably required in order to vest further and more fully in Seller and Buyer all rights, interests, powers, benefits, privileges and advantages conferred or intended to be conferred upon it by this Agreement or to effect the purposes of this Agreement.

18. **Confidentiality; Return of Due Diligence Materials.** Buyer and Seller each acknowledge and agree that this Agreement and the terms and conditions set forth herein are to be kept confidential unless and until the Closing occurs in accordance with the terms of a Purchase Agreement. Each party shall be entitled to discuss and disclose the transaction with employees, agents, attorneys, accountants, consultants, lenders, clients, shareholders, partners, members, investors and representatives of such party. If this Agreement expires, or is earlier terminated, without Buyer's exercise of the Option and the mutual execution of a Purchase Agreement, promptly following such expiration, or earlier termination, Buyer shall return to Seller all Due Diligence Materials along with any other reports, studies, surveys and similar items that were delivered to Buyer by, or on behalf of, Seller in connection with the Property and that are in Buyer's possession, together with all copies of any reports, studies, surveys and similar items prepared by third parties on behalf of Buyer in connection with its review and investigation of the physical or environmental conditions of the Property, including without limitation, any reports, studies or documentation with respect to any physical testing or inspection of any of the Property conducted by or on behalf of Buyer pursuant to this Agreement and that do not constitute privileged information or information that Buyer is required by third parties to maintain as confidential.

19. **Escrow Agent.** Escrow Agent executes this Agreement to acknowledge and be bound by its duties and obligations expressly provided herein. Upon Escrow Agent’s execution hereof, this Agreement shall serve as the instructions to Escrow Agent for the disbursement and application of any Option Fee on deposit with Escrow Agent. Seller and Purchaser agree to execute such additional and supplementary documents as may be appropriate to enable Escrow Agent to comply with the terms of this Agreement.

**IN WITNESS WHEREOF**, the parties have voluntarily and knowingly executed this Agreement, each having had full opportunity to read the Agreement and negotiate as to any terms not originally agreed upon, as of the Effective Date.

**SELLER**

Broadway Square Partners, L.L.P., a Missouri limited liability Partnership

By: SCOL, Inc., a Missouri corporation  
Its: Limited Partner

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

By: DST Realty, Inc., a Missouri corporation  
Its: Limited Partner

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

**BUYER**

Crossroads Academy of Kansas City, Inc.  
a Missouri non-profit corporation

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

**JOINDER BY ESCROW AGENT**

Escrow Agent has executed this Agreement in order to confirm that Escrow Agent received and shall hold the Option Fee required to be deposited under this Agreement and the interest earned thereto, in escrow, and shall disburse the Option Fee, and the interest earned thereon, pursuant to the provisions of this Agreement.

Date executed by Escrow Agent

**FIRST AMERICAN TITLE INSURANCE  
COMPANY**

By:

Sybil D. Patton, Assistant Vice President  
and Manager

Exhibit A

**Legal Description**

All of that certain real property being situated in Kansas City, Jackson County, Missouri and being more particularly described as:

TRACT 1:

Lots 6, 7, 8 and 9, Block 6, COATES ADDITION, a subdivision in Kansas City, Jackson County, Missouri; and

TRACT 2:

Lots 14 and 15, Block 6, COATES ADDITION, a subdivision in Kansas City, Jackson County, Missouri.

## **FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT**

This **FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT** (“Amendment”) is made this \_\_\_\_ day of May, 2018 (the “Effective Date”), by and between BROADWAY SQUARE PARTNERS, LLP, a Missouri limited liability partnership (the “Seller”), and CROSSROADS CHARTER SCHOOLS, a Missouri nonprofit corporation (the “Purchaser”).

### **WITNESSETH:**

WHEREAS, Buyer and Seller entered into that certain Purchase and Sale Agreement, dated February 14, 2018 (the “Purchase Agreement”) wherein, among other things, Buyer agreed to purchase from Seller and Seller agreed to sell to Buyer certain real property and improvements commonly known as 816 Broadway and 900 Washington Street, both in Kansas City, Jackson County, Missouri, along with certain personal property situated thereon, and legally described therein (collectively, the “Property”); and

WHEREAS, Buyer and Seller now wish to, among other things, amend the Purchase Price and the definition of Property, as those terms are defined in the Purchase Agreement as more fully set forth in this Amendment.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, Buyer and Seller hereby amend the Purchase Agreement as follows:

1. **Property.** Recital A of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“A. Seller is the owner of certain real property generally located at 816 Broadway in Kansas City, Jackson County, Missouri, along with certain personal property situated thereon, such real and personal property being more particularly described in Section 1 of this Agreement.”

2. **Exhibit A.** Exhibit A attached to the Purchase Agreement is hereby deleted in its entirety and replaced with Exhibit A attached to this Amendment, which is incorporated into the Purchase Agreement as if fully set forth therein.

3. **Purchase Price.** Section 2.a of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“a. In consideration of Seller’s conveyance of the Property pursuant to the terms and provisions of this Agreement, Purchaser agrees to pay to Seller the purchase price of Six Million Dollars (\$6,000,000.00) (the “Purchase Price”), due and payable on the Closing Date (as hereinafter defined), less the Earnest Money Deposit provided to the Escrow Agent (defined below), by cashier's or certified check, or by wire transfer of

immediately available funds to a bank account designated by the Escrow Agent.”

4. **Earnest Money Deposit.** Section 2.b of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“b. Earnest Money Deposit. Within three (3) business days of the Effective Date, Purchaser shall deliver to First American Title Company, National Commercial Services, 1201 Walnut, Suite 700, Kansas City, Missouri 64106, Attn: Sybil D. Patton (the “Escrow Agent”) the Earnest Money Deposit in the amount of One Hundred Thousand Dollars (\$100,000.00) (the “Earnest Money Deposit”). Escrow Agent shall hold the Earnest Money Deposit in accordance with the terms and conditions of this Agreement. Seller and Purchaser agree to execute reasonable documents as required by the Escrow Agent to allow the placement of the Earnest Money Deposit in an interest-bearing trust account in an institution whose deposits are insured by the FDIC or otherwise approved in writing by the Purchaser. The Earnest Money Deposit together with all interest accrued thereon shall collectively be deemed to be the Earnest Money Deposit and shall be, unless otherwise specified in this Agreement, (a) applied to the Purchase Price at Closing, if Closing occurs; or (b) returned to Purchaser in the event of Seller's default or failure of a condition hereunder, and Purchaser elects to terminate this Agreement or the transaction contemplated by this Agreement is not consummated; (c) returned to Purchaser if Purchaser notifies Seller prior to the expiration of the Study Period that Purchaser terminates this Agreement as provided in Section 4 below; or (d) as otherwise provided in this Agreement.”

5. **Furniture, Fixtures and Equipment.** Purchaser and Seller acknowledge and agree that pursuant to a bill of sale presented to Purchaser on May 11, 2018, Seller has fully satisfied its obligations under Section 1.a.iii of the Purchase Agreement.

6. **Purchase Option.** Upon each party’s execution and delivery of this Amendment, Seller and Purchaser agree to simultaneously execute and deliver to the other, and the Escrow Agent, that certain Purchase Option Agreement (the “Purchase Option”) granting Purchaser an option to purchase Seller’s real property located generally at 900 Washington Street, Kansas City, Jackson County, Missouri, subject to the terms and provisions of the Purchase Option.

7. **Escrow Balance.** Seller and Purchaser acknowledge that pursuant to the Purchase Agreement, Purchaser delivered to the Escrow Agent an amount equal to One Hundred Forty Thousand Dollars (\$140,000) to serve as the Earnest Money Deposit for the purchase of the Property. As a result of this Amendment, the required Earnest Money Deposit is reduced by \$40,000 (the “Escrow Difference”) to One Hundred Thousand Dollars (\$100,000). The parties mutually direct the Escrow Agent to apply the Escrow Difference to the Option Fee, as that term is defined in the Purchase Option.

8. **Ratification.** The Purchase Agreement is hereby amended only as specifically set forth herein. In all other respects the covenants, terms, conditions, stipulations, provisions and agreements contained in the Purchase Agreement, not specifically or by necessary implication amended or modified by this Amendment, are hereby ratified, confirmed, reaffirmed and incorporated herein by reference, it being the intention of Purchaser and Seller that the Purchase Agreement shall be and remain in full force and effect as modified hereby. Undefined capitalized terms used in this Amendment shall have the same meaning as otherwise set forth in the Purchase Agreement.

9. **Full Force and Effect; Integration.** As of Effective Date:

a. Purchaser certifies to Seller that the Purchase Agreement is in full force and effect, that Seller is not in default or breach of any of Seller's obligations under the Purchase Agreement, and that Purchaser is unaware of any condition or circumstance which, but for the passage of time or the delivery of notice, would constitute a default by Seller under the Purchase Agreement; and

b. Seller certifies to Purchaser that the Purchase Agreement is in full force and effect, that Purchaser is not in default or breach of any of its obligations under the Purchase Agreement, and that Seller is unaware of any condition or circumstance which, but for the passage of time or the delivery of notice, would constitute a default by Purchaser under the Purchase Agreement.

The Purchase Agreement, as amended by this Amendment embodies and constitutes the entire understanding between Seller and Purchaser with respect to the subject matter hereof and all prior agreements, representations and statements, oral or written, relating to the subject matter hereof, are merged into the Agreement, as amended by this Amendment.

10. **Binding Effect.** The provisions of this Amendment shall be binding upon and inure to the benefit of the Seller, Purchaser and their respective successors and assigns.

11. **Facsimile or Scanned Signatures/Counterparts.** This Amendment may be executed in one or more counterparts, each of which will be deemed to be an original, all of which together will constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties to this Amendment. Any signature to this Amendment transmitted by facsimile or scanned (.PDF) or photocopied signatures shall be deemed an original signature hereto.



**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment as of the day and year first above written.

**PURCHASER:**

CROSSROADS CHARTER SCHOOLS,  
a Missouri nonprofit corporation

By: \_\_\_\_\_  
Dean Johnson, Executive Director

**SELLER:**

BROADWAY SQUARE PARTNERS, LLP, a Missouri limited liability partnership

By: SCOL, Inc., a Missouri corporation and partner

By:

Dennis Walsh, Authorized Representative

By: DST Realty, Inc., a Missouri corporation and partner

By:

Patrick J. Pedonti, Authorized Representative

**ACKNOWLEDGEMENT BY ESCROW AGENT**

By its signature below Escrow Agent hereby acknowledges and confirms the agreed-to change in this Amendment to reduce the required Earnest Money Deposit under the Purchase Agreement to One Hundred Thousand Dollars (\$100,000) and to apply the Escrow Difference of Forty Thousand Dollars (\$40,000) to the Option Fee under the Purchase Option, an executed copy of which was submitted to Escrow Agent, all of which as agreed to in Section 7 of this Amendment.

Date executed by Escrow Agent

**FIRST AMERICAN TITLE INSURANCE  
COMPANY**

By:

Sybil D. Patton, Assistant Vice President  
and Manager

**EXHIBIT A**  
**Legal Description of the Land**

All of that certain real property being situated in Kansas City, Jackson County, Missouri and being more particularly described as:

Lots 19 through 24, inclusive, Block 1, LUCAS PLACE, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof, together with that portion of vacated Broadway, 9th Street and Bank Street, vacated by Ordinance No. 54241, passed July 29, 1982, all more particularly described as follows:

Commencing at the Northeast corner of said Lot 19, thence Easterly along the prolongation East of the North line of said Lot 19, 0.80 feet to the point of beginning; thence Southerly parallel with the West line of Broadway, being also the East line of said Lots 19 through 24, inclusive, and its prolongation South, 145.80 feet; thence Westerly parallel with the North line of 9<sup>th</sup> Street, being also the South line of said Lot 24, and its East and West prolongation, 103.70 feet; thence Northerly parallel with the East line of Bank Street, being also the West line of said Lot 19 through 24, inclusive, and its prolongation South, 145.80 feet; thence Easterly along the prolongation West and the North line of said Lot 19, and its prolongation East, 103.70 feet to the point of beginning.

# Coversheet

## Thayer Term Sheets

**Section:** III. Facilities  
**Item:** C. Thayer Term Sheets  
**Purpose:** Vote

**Submitted by:**

**Related Material:**

Thayer Term Sheet - Commerce Bank 5.15.2018.pdf

ACFrOgCZApWlU9ly8O3MWjsNq99FHSQUO5Cr851A4oXNLMbS9M2gqpf68t2GlniMTD0Nrw79rr7  
QY25fBnvofCe6aAxalyrdLeIC5s8zIP3nO6feo5A7o9ptLcbJw6w=.pdf

IFF Lender Options.pdf

Thayer Term Sheet - Clayton Holdings 5.15.2018.pdf

Country Club Bank - Thayer Commitment Letter - 050818.pdf

EPR - Thayer Building Term Sheet.pdf

## TERM SHEET

### SUMMARY OF TERMS AND CONDITIONS FOR DISCUSSION PURPOSES CROSSROADS CHARTER SCHOOLS

- Borrower:** Crossroads Charter Schools (“Borrower”)
- Bank:** Commerce Bank (“Bank” or “Commerce Bank”)
- Facility:** A term loan in the principal amount of up to \$6,000,000 (representing a maximum of 80% of the lesser of (i) the Purchase Price or (ii) the Commerce Bank accepted appraised value).
- Purpose:** To finance the acquisition of real property located at 816 Broadway Blvd, Kansas City, MO 64105.
- Term:** Five (5) years.
- Amortization:** Up to twenty-five (25) years.
- Interest Rate:** Interest rate to be fixed at the time of closing at the prevailing five (5) year U.S. Swap Rate plus 2.00%.
- As of May 14, 2018, the 5-year U.S. Swap Rate is 2.93%. For illustrative purposes, the effective interest rate as of May 14, 2018 is as follows:  $2.93\% + 2.00\% = \underline{4.93\%}$ . The Rate will be fixed for five (5) years and will be determined at time of closing.
- All interest shall be calculated on the basis of actual number of days elapsed based upon a year consisting of 360 days.
- Repayment:** Interest-only for first twenty-four (24) months, with interest paid semi-annually, in arrears. At the conclusion of the first twenty-four (24) months, payments of principal and interest will be due monthly based upon an amortization of up to twenty-three (23) years.
- Collateral:** First Deed of Trust and Assignment of Rents and Leases on property located at 816 Broadway Blvd, Kansas City, MO 64105. Additionally, the Bank would require an assignment of the pledges receivable towards the project.

**Fees:** The Bank will charge an origination fee of 0.25% on the principal amount, equating to \$13,750.

**Prepayment:** For prepayments made during the first loan year (loan years shall commence on the date of the note) – three percent (3%) of the prepayment amount; for prepayments made during the second loan year – two percent (2%) of the prepayment amount; for prepayments made during the third and subsequent loan years – one percent (1%) of the prepayment amount. Partial prepayments shall be applied to installments due in inverse order of maturity. Notwithstanding the foregoing, Bank agrees to waive the prepayment premium for prepayments made with internally generated funds or in the event Bank, in good faith, determines the source of the prepayment is not directly or indirectly borrowed funds.

**Terms and Conditions:**

The term loan will be documented by various loan documents. The loan documents shall contain representations and warranties, covenants and events of default usual and customary for transactions of this type, and other provisions acceptable to Bank, including, but not limited, to the following:

1. Financial covenants including but not limited to the following:
  - **EBITDA to Debt Service:** The Borrower shall maintain, at all times, a minimum EBITDA to Debt Service of 1.10x, tested on a quarterly basis.
2. Borrower will be required to submit audited financial statements due within one hundred-eighty (180) days of each fiscal year-end as well as internally-prepared financial statements (balance sheet and income statement) due within forty-five (45) days of each fiscal quarter end.
3. Borrower's agreement to maintain its primary operating account at Bank.

**Underwriting Requirements:**

In addition to the general terms set forth above, the term loan will be conditioned upon Bank's receipt and approval of the following items (which list of items may be modified based upon Bank's due diligence reviews and understanding of title and underwriting issues):

- Real Estate Appraisal from a third-party firm acceptable to Bank.
- Environmental Due Diligence
- Certification that the property is not located in a flood plain.
- ALTA Surveys
- Title Policy
- Insurance



**Expenses:** Efforts would be made to minimize any costs related to filing a Deed of Trust on the aforementioned real estate. However, it will be necessary for the Bank to have acceptable documents to file the appropriate Deed of Trust which could include, but not limited to, the following real estate documentation: third-party appraisal, Phase I Environmental, Alta Survey, and/or Title Policy. All associated fees related to the real estate transaction would be paid by Borrower.

**THIS TERM SHEET IS NEITHER A COMMITMENT TO LEND, NOR AN AGREEMENT TO ISSUE A COMMITMENT, ON THESE OR ANY OTHER TERMS, BUT IS OFFERED FOR DISCUSSION PURPOSES ONLY AND IS NOT INCLUSIVE OF ALL TERMS AND CONDITIONS WHICH MAY BE INCLUDED IN AN ACTUAL LOAN COMMITMENT OR LOAN DOCUMENTATION. IF AN ACTUAL LOAN COMMITMENT IS TO BE ISSUED, IT WILL BE DESIGNATED AS SUCH AND MAY BE ISSUED ONLY AFTER THE REVIEW AND APPROVAL, IF GRANTED, OF THE COMMERCE BANK LOAN COMMITTEE .**

**THIS TERM SHEET IS CONFIDENTIAL AND THE PROPRIETARY PROPERTY OF COMMERCE BANK AND MAY NOT BE DISCLOSED TO OR RELIED UPON BY ANY OTHER PERSON OR ENTITY WITHOUT THE PRIOR WRITTEN CONSENT OF COMMERCE BANK.**





April 23, 2018

Dear Mr. Dean

On behalf of Enterprise Bank & Trust, we are excited to provide you with this **non-binding term sheet intended for discussion purposes only**. Unless otherwise noted, the terms provided herein shall expire on 6.3.18.

Please note that this is proprietary information and should not be shared with other parties. This letter does not represent an underwriting approval or commitment to lend. These terms are subject to final underwriting approval and therefore subject to change

We appreciate the opportunity to assist Crossroads Academy of Kansas City, INC. (hereinafter "Borrower") in achieving its goals. I'm hopeful you'll find these terms as evidence of our sincere desire to build a long-term, mutually beneficial relationship together.

Borrower: Crossroads Academy of Kansas City, Inc. or ETBF

Amount: **NOTE A:** \$4,900,000 or Max 65% Loan to Cost, whichever is lower (shall not exceed 70% loan to value based on an appraisal reviewed and accepted by Lender)

**NOTE B:** Up to \$705,250 Bridge Loan to be repaid by future Pledged Receivables from Charitable Donors

**Total Exposure:** \$5,684,250

Purpose: To finance the acquisition and minor renovation of an existing office building formerly used as the training facility property for DST located at 816 Broadway Street in Kansas City, Mo (aka "Thayer Place"), to be adapted for use as a Charter High School for grades 9-12.

Interest: **a) 24-month interest only** at 30-day LIBOR (1.95% as of 5.21.18) plus 300 bps (4.95% as of 5.21.18) floating monthly, converting thereafter to a **36 Month fixed rate** at the then applicable 3 Year ICE Swap Rate (2.89% as of 5.21.18) plus 2.80% (5.69% as of 5.21.18) on a 23-year amortization.

OR

**a) 24-month interest only** at 30-day LIBOR (1.95% as of 5.21.18) plus 300 bps (4.95% as of 5.21.18) floating monthly, converting thereafter to a fixed rate at 5.84% (as of 5.21.18 subject to market fluctuation); for the remaining 96 months following construction but fixed on a swap contract at loan closing, on a 23-year amortization.

**b) 24-month interest only** at 30-day LIBOR (1.95% as of 5.21.18) plus 300 bps (4.95% as of 5.21.18) floating monthly, maturing after a 24-month construction/stabilization period

Repayment: **a) 5 YEAR TERM.** 60 Months; twenty-four (24) months of Interest only payments, converting thereafter to monthly principal and interest payments amortized over twenty-three (23) years, principal and unpaid accrued interest due at maturity at the end of the 60<sup>th</sup> month.



OR

**a) 10 YEAR TERM.** 120 Months; twenty-four (24) months of Interest only payments, converting thereafter to monthly principal and interest payments amortized over twenty-three (23) years, principal and unpaid accrued interest due at maturity at the end of the 120<sup>th</sup> month.

**b & c)** 24 Month Term; Interest only monthly for twenty-four (24) months; principal and unpaid accrued interest due at maturity at the end of the 24<sup>th</sup> month.

All contributions from Pledged Donors received between closing and maturity shall be applied as principal repayments.

Guarantors: **all)** Crossroads Real Estate Company and Historic Virginia Hotel, LLC

Fees: **all)** Origination fee equal to 50% of the commitment; plus all third party fees, including but not limited to legal costs associated with documentation and necessary fees for third party engagement as required by lender.

Pre-payment: **a)** 3% refinance penalty or 6 months interest levied against outstanding principal for the 1st 3 years of the loan; reducing to 1.5% of the remaining principal outstanding in years 4-5  
**b)** none

Collateral: **all)** 1<sup>st</sup> Deed of Trust: 816 Broadway Street, Kansas City, MO  
**all)** Assignment of Leases and Rents  
**all)** Assignment of all Project Agreements, Contracts and Development Agreements  
**all)** Assignment of Escrow and Project Accounts  
**all)** Assignment of Reserve Accounts  
&  
**b)** Assignment of all Pledge Donation Agreements from Donors and Direct Pay Letter executed on behalf of Bank and effective from Closing and until Outstanding Principal is paid off

Equity Contributions: Borrower shall cause the following to be contributed:  
Deliver 25% of total Project Cost or \$1,894,750 at Closing.  
Deliver Pledged Receivable Contracts form Donors in the MINIMUM amount of \$705,250 with signed Assignment of Pledges and Executed Direct Pay Agreement

Equity Contributions to be delivered at closing and deposited into a non-interest bearing DDA at Enterprise Bank and Trust. Equity advances toward paying construction costs will be controlled by Lender as part of the draw process

Developer Fee: N/A

Subordination/  
Other Indebtedness: Borrower shall not grant any other parties a 1<sup>st</sup> DOT/Collateral position on any collateral named herein, Bank shall be the sole 1<sup>st</sup> position creditor for the project for as long as any debt between Borrower and Bank remains outstanding, notwithstanding any releases or reductions in collateral position negotiated and agreed upon by and between Borrower and Bank or normal course of repayment

Conditions:

- Review and affirmation of any Development Agreements, Funding and Services Contracts, Purchase Agreements, Partnership Agreements or any other agreements governing allocation of funds for completion of this project between Borrower, Developer, Guarantors, Donors and Governmental or Public Agencies having jurisdiction over the project and requisite incentives
- Third party verification of budget and plans with ongoing construction monitoring by same third party, selected by Bank
- Lender's approval of the General Contractor and GMP contract

- Mechanics Lien Coverage
- Construction Draws funded into a non-interest bearing DDA at Enterprise Bank and Trust;
- EB&T will take an assignment of all construction, development, and partnership documents.
- Loan subject to receipt and satisfactory review of Donor Pledge Agreements
- Evidence of acquired parking rights or real property providing at least 140 parking spaces or an approximate 2 per 1,000 parking ratio.

Covenants/  
Reporting:

- Min DSCR of 1.0x, tested annually after the first full FYE following completion
- To be determined in final underwriting

Accounts: All accounts related to the organization should be held with EB&T

Loan Documentation: Loan to be documented, at Borrower's cost, by outside counsel selected by Lender.

Expiration: The Terms provided herein will expire as of **June 3, 2018**. At such point, stated rates and terms could possibly change based upon fluctuations within the financial and credit markets.

This letter does not set forth all the terms and conditions of the loan(s) offered herein. Its purpose is to provide an outline, in summary format, of the major points of understanding which will be the basis of the final loan documentation which will be prepared by Lender. The loan documents will have terms and conditions not set forth herein, including but not limited to conditions precedent, representations and warranties, affirmative and negative covenants, events of default, and other provisions customarily required by Lender for the type of financing contemplated by this letter. **This letter does not represent an underwriting approval or commitment to lend. Terms discussed herein are subject to formal credit approval by Enterprise Bank and Trust and are subject to change.**

Sincerely,

Jason Carter-Solomon  
Vice President  
Enterprise Bank & Trust

**ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU (BORROWER(S)) AND US (LENDER) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS SHOULD BE CONTAINED IN WRITING, WHICH SHALL BE THE COMPLETE AND EXCLUSIVE STATEMENT OF AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY.**

**WAIVER OF JURY TRIAL: EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY).**

**Crossroads - Thayer Development Project**  
5/21/2018

DRAFT

Earnest Deposit Amount: \$140,000	<b>Days Remaining</b>
Earnest goes hard 6/5/2018	15
Closing (extension?) 6/30/2018	40
Ant. e 1 Dev. Cost: \$7,500,000	
Construction Start Date: 5/21/2018	
Construction End Date: <del>7/24/2018</del>	
Thayer classes begin: 8/6/2018	
Existing debt (IFF) \$3,011,620	
Additional Annual Debt	
Serv. Capacity (per school): \$3,300,000	
Appraised Value: (due 5/24/18)	

	Lender 1	Lender 2	Lender 3	Lender 3 (Bond)	Lender 4
Term Sheet delivered?	Yes	Yes	Yes, w/o committee approval	Yes, w/o committee approval	Yes
Ant. Project Cost	\$ 7,500,000	\$ 7,500,000	\$ 7,500,000	\$ 7,500,000	\$ 7,500,000
Ant. Loan Amount	\$ 5,600,000	\$ <del>6</del> → 5,500,000	\$ 6,000,000	\$ 6,000,000	\$ 6,000,000
Owner Equity	\$ 1,900,000	\$ 2,000,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000
Lender stated can meet Close date	June 30 - ok	June 30 - ok	June 30 - ok	60-90 days after acceptance of terms	June 30 - ok
Commitment Expiration	6/3/2018	6/8/2018	n/a	n/a	not stated
Close Date Deadline	Flexible (approvals last for 90 days)	8/3/2018	n/a	n/a	not stated
Loan Type	Acquisition and Renovation w/ bridge	Acquisition and Renovation w/ bridge	Acquisition and renovation	Acquisition and renovation	Acquisition and renovation
Required Appraisal Value	\$ 8,000,000	\$ 6,875,000	\$ 8,000,000	\$ 8,000,000	\$ 8,000,000
LTV <i>Loan to Value</i>	Note A: 70% LTV max for all loans	80% appraised value of higher: school use or "best use"	80% of lesser: purchase price or appraised value	80% of the Clayton Holdings accepted appraised value	not stated
LTC <i>Loan to Cost</i>	Note A: Lesser of \$4.9MM or 65% LTC; Note B (bridge): Up to \$705,250	n/a	n/a	80% of project cost	not stated
Term (Years)	5 (or 10)	7	5	5	20
Amort.	23	20	23	23	(interest only)
Interest only payments	24 months	24 months	24 months	24 months	From Closing through maturity
Rate - IO period (approx.)	5% (variable)	5% (variable)	5% fixed	3.89% fixed	6.875% months 1-2; 8%-8.25% through Year 3; 2% annual escalation
Rate - P&I period (approx.)	5.69%	5% then increase in month 60	5% fixed	3.89% fixed	n/a
Rate Calcs	(see term sheet)	(see term sheet)	(see term sheet)	(see term sheet)	(see term sheet)
Fees	\$28,421 at closing	\$25,000 at closing	\$13,750 at closing	\$13,750 at closing + non-capitalized bond transaction fees	No origination fee
Principal payments during interest only period	yes, no penalty	yes, no penalty	up to 10% prepayment/year	no - payments will be applied to final bond payments at end of term	not stated
Early loan payoff	ok; penalty if refi through another lender	ok; penalty if refi through another lender	ok; penalty if refi through another lender	no - payments will be applied to final bond payments at end of term	prepay the Loan in full at the end of Loan Years 3, 5, 7, 10, 15 and 20 for a prepayment price equal to the Loan Amount plus an "Exercise Fee" equal to 15% of the Loan Amount.
Anticipated Annual Int. Only Payment (to be confirmed by lender)	\$ 277,200	\$ 275,000	\$ 300,000	\$ 233,400	\$ 495,000
Anticipated Annual P+I Debt Service w/o prepayment during IO period (to be confirmed by lender)	\$ 443,459	\$ 435,571	\$ 439,492	\$ 395,139	n/a
Debt Coverage Ratio	1.0	1.1	1.1	1.1	
Conditions, restrictions, of note	Guarantee by CREC & HVH if possible; School operating and construction accounts moved to lender (at least the high school); Evidence of 140 parking spaces or approx. 2stalls:1,000sf				Interest only loan - full P&I due at loan maturity; deferred loan payments capitalized into loan

Josh Best - IFF



**TAX-EXEMPT OBLIGATION - PRIVATE PLACEMENT**

**Subject: Proposal for a Private Placement Tax-Exempt Obligation Financing for Crossroads Charter Schools to finance Series 2018 Real Estate Acquisition (the “Facility”)**

Dear Dean Johnson:

Commerce Bank is pleased to present Crossroads Charter Schools with the following Term Sheet for funding the Series 2018 Real Estate Acquisition (the “Bonds”) through Commerce Bank’s wholly owned subsidiary, Clayton Holdings, LLC (“Clayton Holdings”).

Please note that Clayton Holdings has not given final credit approval for the proposed financing; rather, this term sheet is intended to set forth the terms and conditions under which Clayton Holdings would consider financing the Facility. Accordingly, this letter does not constitute a commitment by Clayton Holdings to provide financing, and notwithstanding any discussions we may have, Clayton Holdings shall not have any commitment or other obligation hereunder unless and until a commitment letter is signed and delivered to you.

Commerce Bank appreciates the opportunity to present this Term Sheet and looks forward to your favorable response. These terms and conditions are considered confidential and may not be disclosed to outside parties.

If you have questions or comments regarding the proposed financing detailed in the attached Term Sheet, please contact Jennifer Elder.

Respectfully submitted,

Jennifer Elder  
Assistant Vice President  
Commerce Bank  
Phone: (816) 234-1745  
Email: [jennifer.elder@commercebank.com](mailto:jennifer.elder@commercebank.com)

Dane Barker  
Assistant Vice President  
Commerce Bank  
Phone: (816) 760-3381  
Email: [dane.barker@commercebank.com](mailto:dane.barker@commercebank.com)

Prices and/or yields are subject to change and investments are subject to availability. The Capital Markets Group of Commerce Bank does not provide tax advice; please refer to your tax professional.

**Facility:** Private placement bond for placement by Placement Agent (the “Bonds”)

**Issuer:** City of Kansas City, Missouri or other conduit eligible to issue tax-exempt obligations on behalf of 501(c)(3) organizations.

**Borrower:** Crossroads Charter Schools (“Borrower”)

**Trustee:** Commerce Bank or other trustee acceptable to Original Purchaser

**Placement & Fiscal Agent:** Commerce Bank

**Original Purchaser’s Agent:** Commerce Bank

**Original Purchaser/  
Purchaser:** Clayton Holdings

**Amount:** Up to \$6,000,000. Limited to a maximum of 80% of the lesser of (i) Project Cost or (ii) the Clayton Holdings accepted appraised value.

**Use of Proceeds/Purpose:** To finance the acquisition of real property located at 816 Broadway Boulevard, Kansas City, MO 64105.

**Security:** First Deed of Trust and Assignment of Rents and Leases on property located at 816 Broadway Blvd, Kansas City, MO 64105. Additionally, Clayton Holdings would require an assignment of the pledges receivable towards the project.

**Term/Put Options:** The Initial Put Term (“Initial Put Term”) will be 5 years from date of issuance unless otherwise mutually agreed upon. Prior to close, Borrower shall select subsequent put terms, each a “Put Period”.

**Interest Rate:** As illustrated below, the interest rate will be calculated by multiplying 0.79 times (a) the then-current like-term U.S. Swap Rate plus (b) the Spread.

Tax-Exempt Fixed Rate Option					Rates as of 5/14/2018				
Initial Put Period	5-year U.S. SWAP Rate		Spread		Taxable Rate		Tax Factor		All-in Tax Exempt Fixed Rate
5 years	2.93%	+	2.00%	=	4.93%	x	79%	=	3.89%

- The Interest Rates detailed above are for illustrative purposes only and the indexed rates referenced therein will most likely change before the time the final interest rate is set.
- Swap rates outlined above correspond to the like term U.S. SWAP Rate for each option provided.
- Interest on the Obligation will be computed on the basis of actual days elapsed for 360-day year and must be exempt from federal income taxation.

- Amortization:** Interest-only for first twenty-four (24) months, with interest paid semi-annually, in arrears. At the conclusion of the first twenty-four (24) months, payments of principal and interest will be due monthly based upon an amortization of up to twenty three (23) years
- Prepayment:** For prepayments made during the first loan year (loan years shall commence on the closing date of the Bonds) – three percent (3%) of the prepayment amount; for prepayments made during the second loan year – two percent (2%) of the prepayment amount; for prepayments made during the third and subsequent loan years – one percent (1%) of the prepayment amount. Partial prepayments shall be applied to installments due in inverse order of maturity. Notwithstanding the foregoing, Clayton Holdings agrees to waive the prepayment premium for prepayments made with internally generated funds or in the event Clayton Holdings, in good faith, determines the source of the prepayment is not directly or indirectly borrowed funds.
- Placement Agent Fee:** 0.25% of original loan amount (\$13,750).
- Documentation:** All documentation shall be prepared by experienced “Red Book” counsel (“Bond Counsel”) subject to review by counsel to Clayton Holdings. All documentation must be satisfactory in form and substance to Clayton Holdings and its counsel.
- Taxability:** The Interest Rate is based on the assumption that the interest payments on the Bonds will be exempt from federal income taxation. The Bonds shall include provisions regarding events of taxability and change in tax laws including changes in tax rates to ensure no reduction in the economic yield to Clayton Holdings occurs.
- Opinion of Counsel:** Clayton Holdings shall be furnished with a letter or letters from attorneys acceptable to Clayton Holdings, in form and substance satisfactory to Clayton Holdings, addressing the following matters:
- a. Borrower is a duly formed, validly existing corporation in good standing under the laws of the state of its incorporation, with full power and authority to consummate the transactions contemplated in connection with the subject loan
  - b. Specifying the individuals who may execute the Bond documents as officers of Borrower to create binding obligations upon Borrower without the joinder of any other party.
  - c. That the transaction documents, when executed, will constitute valid and binding agreements of Borrower.
  - d. That there are no actions, suits or proceedings pending or threatened to counsel's knowledge which will adversely affect Borrower's obligations under the loan transaction, or which could draw into question or adversely affect the validity of the loan transaction documents.

- e. That interest on the Bonds is exempt from federal income tax.
- f. Authority for Clayton Holdings to rely upon such Opinion(s) in connection with the purchase of the Bonds.

**Transaction Fees:**

Borrower shall be responsible for all out of pocket fees associated with the funding of the Obligation including, but not limited to:

- Issuer's application fees
- Issuer's Issuance Costs & Annual Fees -TBD
- Bond counsel fees -TBD
- Fees of Counsel to Issuer -TBD
- Fees of Counsel to Clayton Holdings

Fees may be included (capitalized) into the tax-exempt portion of the Obligation subject to the 2% IRS limitation. Any fees in excess of IRS limitations must be paid from Borrower's funds.

**Financial Covenants:**

Financial covenants including but not limited to the following will be required:

- **EBITDA to Debt Service:** The Borrower shall maintain, at all times, a minimum EBITDA to Debt Service of 1.10x, tested on a quarterly basis.

Most Favored Nations. Any more restrictive financial covenant in existence at Closing Date with any other creditor shall also be deemed incorporated into the Facility. Any more restrictive financial covenant negotiated post-Closing with any other creditor during the term of the Facility will be deemed incorporated into the Facility.

**Financial Statements:**

Borrower shall furnish to Clayton Holdings' Agent, within one hundred and eighty days (180) of the end of each fiscal year one copy of the audited financial statement audited by an independent public accountant. Borrower shall also furnish quarterly internal statements from the Borrower within forty-five (45) days of each quarter end. The statement will include the balance sheet, income statement and cash flow statement of Borrower and a certification that no event of default exists.

**CONDITIONS TO PURCHASE**

The Financing Documents shall be in form and substance acceptable to Clayton Holdings and will include conditions precedent, representations and warranties, covenants, events of default, indemnification and other provisions customary for transactions of this type.



**CONDITIONS PRECEDENT**

Customary conditions precedent to the initial loan shall include, without limitation, the following:

**Closing Date:** A to-be-determined closing date in July 2018 or some other mutually agreed upon date.

**Approval:** Evidence satisfactory to Clayton Holdings that the Facility contemplated herein has been approved, as appropriate, by Borrower, and all legal and other approvals for the Facility and related financing transactions have been obtained.

**Underwriting  
Requirements:**

In addition to the general terms set forth above, the Facilities will be conditioned upon Clayton Holding's receipt and approval of the following items (which list of items may be modified based upon Clayton Holding's due diligence reviews and understanding of title and underwriting issues):

- Real Estate Appraisal from a third-party firm acceptable to Clayton Holdings.
- Environmental Due Diligence
- Certification that the property is not located in a flood plain.
- ALTA Surveys
- Title Policy
- Insurance

**Due Diligence:** Satisfactory results of a due diligence investigation of the Borrower shall be acceptable to Clayton Holdings.

**Legal:** All legal matters, including income tax and regulatory matters, shall be satisfactory to Clayton Holdings.

**No Default, No Material  
Adverse Change:**

No default or unmatured default shall exist on the Closing Date. No change in the condition (financial or otherwise) of the operations, performance, properties or prospects of the Borrower shall have occurred prior to Closing Date.

**MISCELLANEOUS**

**Costs and Expenses:** All costs and expenses incurred in the due diligence, preparation and administration of this transaction, including all legal expenses, shall be borne by the Borrower, whether or not the Facility is closed.

**Website Disclosure:** As a best practice to maintain transparency, final Bond documentation may be posted by the Issuer on a national public bond market repository provided that certain information be redacted by the Issuer as directed by Purchaser or Purchaser's Agent. Items that should be redacted include, but are not limited to, pricing, financial ratio covenants, signatures/names, account numbers, wire transfer and payment information instructions, and any other data that could be construed as sensitive information.

**Additional Information:** Borrower shall provide additional information necessary to complete the due diligence process as may be reasonably requested by Clayton Holdings and shall authorize Clayton Holdings to make such inquiries and investigations as it deems advisable.

**Not a Commitment:** The terms set forth in this Term Sheet do not constitute all of the essential terms upon which agreement must be reached by the parties in order to form a binding and enforceable contract, and no binding and enforceable rights or obligations in favor of either party hereto are intended to be created hereby. No correspondence, oral statements or course of conduct between the parties shall alter the non-binding nature of this Term Sheet or the parties dealings, and either party shall be free at any time to terminate discussions or negotiations for any reason or no reason in its sole discretion (and neither party shall have any obligation to initiate or continue negotiations on any basis). A binding and enforceable contract between the parties shall only be created if a definitive written agreement is signed by both parties (and the execution and delivery of such a definitive written agreement by both parties shall be an express condition precedent to the formation of any contract between the parties, and the terms of any such contract shall be limited to the terms specifically set forth in such definitive written agreement).

**THIS IS NOT A COMMITMENT, BUT RATHER A SUMMARY OF EXPECTED TERMS AND IS SUBJECT TO FURTHER APPROVALS, CONDITIONS AND DOCUMENTATION.**

The Borrower acknowledges and agrees that: (i) Commerce Bank is providing the information contained in this document for discussion purposes only in anticipation of serving as placement agent with respect to the Facility; (ii) the primary role of Commerce Bank, as a placement agent, is to facilitate an arm's-length commercial transaction between the Issuer and Clayton Holdings; (iii) Commerce Bank is not acting as a municipal advisor, financial advisor or fiduciary to the Borrower or any other person or entity and Commerce Bank does not owe a fiduciary duty to the Borrower pursuant to Section 15B of the Securities and Exchange Act of 1934, as amended; (iv) Commerce Bank is acting for its own interest; (v) the information provided and any discussions or undertakings leading up to, or in any way connected with, the project are not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities and Exchange Act of 1934, as amended; and (vi) Commerce Bank is not recommending that the Borrower take any action or refrain from taking any action with respect to the Facility contemplated by this Term Sheet. Prior to taking action, the Borrower should consult with its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. If the Borrower would like a municipal advisor in this transaction that has legal fiduciary duties to the Borrower, then the Borrower is free to engage a municipal advisor to serve in that capacity.



May 8, 2018

Dean Johnson  
Executive Director  
Crossroads Academy of Kansas City  
1011 Central Street  
Kansas City, MO 64105

RE: Purchase and renovation of the Thayer Building for a third school location

Dear Dean:

Country Club Bank (Bank or Lender) is pleased to provide a commitment for the expansion of the charter school located in Kansas City, Missouri. General terms and conditions of this commitment are outlined below.

**Borrower:** Crossroads Academy of Kansas City, Inc. (owns and operates the school)

**Loan Amounts:**

- 1) \$5,500,000 Acquisition and Renovation /Mini-Perm Loan.
- 2) \$500,000 bridge line of credit facility for capital campaign pledges.
- 3) Up to a \$750,000 loan for the purchase of the lot at Ninth and Washington Street for a future gym location.

**Contingencies:** The following items (acceptable to the Bank) are required before Loan Numbers 1 and 2 can be closed and funded: an acceptable appraisal on 816 Broadway Street campus in a minimum amount of \$6,875,000 with a loan to value not to exceed 80%, ALTA survey of the site, extended coverage loan policy of title insurance with endorsements required by Bank, project budget, copies of permits, architect's and contractor's contracts, assignment of all construction agreements with consents from architect and contractor, environmental site assessment on the property, and evidence of zoning.

The following items are required before Loan Number 3 can be closed and funded: an acceptable appraisal on the acquired lot with a loan to value to not exceed 75%, ALTA survey of the site, title insurance, environmental site assessment, receipt of the June 30, 2018 accrual based financial audit, minimum number of students of 700 and a Debt Service Coverage of 1.1x to include this new debt.

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- Use of Proceeds:**
- 1) The Loan will be used to finance the purchase of the Thayer Building at a cost of \$6,000,000 and for the renovations/closing costs to the campus for a school in the amount of \$1,500,000. The Borrower will fund \$2,000,000 of the costs at closing.
  - 2) Bridge capital campaign pledges until receipt.
  - 3) Purchase of a lot to build a future gym.
- Loan Term and Repayment:**
- 1) There will be 24 monthly interest only payments, then principal and interest monthly to fully amortize the Loan over the remaining 20 years with a maturity (and balloon payment) 7 years from the date of the loan. The payments will be debited from a checking account at the Bank.
  - 2) Twenty four months with interest paid monthly and principal payments as pledges are collected for the Thayer Building.
  - 3) Interest paid monthly and fully paid or refinanced within 36 months.
- Interest Rate:**
- 1) The interest rate will be fixed at 5.0% for the first 24 months. On the last day of the 60<sup>th</sup> month, the rate will adjust based on the five (5) year treasury plus 275 basis points fixed for the next five years. The principal and interest payment will be determined based on the note balance at that point in time.
  - 2) Prime floating, adjusting daily
  - 3) Prime + ¼%, adjusting daily
- Collateral:**
- 1 and 2) First Deed of Trust on the Thayer Building located at 816 Broadway Street, assignment of leases and rents, and first perfected security interest with UCC filings on the fixtures and all business assets including receivables (business and capital campaign pledges).
  - 3) First Deed of Trust on lot to be acquired, and a second Deed of Trust on the Thayer Building.
- Prepayment Penalty:** 1/2% if in connection with a refinance by another lender in the first 60 months; extra principal payments funded from operations or capital campaigns are permitted without penalty.
- Origination Fee:**
- 1 and 2) \$25,000.00 due at closing.
  - 3) \$2,000 due at closing of the lot loan.
- Insurance:** Borrower will provide proof of property insurance (builder's risk during construction) with Bank as mortgagee/loss payee and liability insurance with Bank as additional insured, flood insurance (if applicable) and contractor's worker's compensation insurance, each in form and amounts acceptable to Bank.
- Operating Account:** The primary operating account of the Borrower will be maintained at the Bank throughout the term of the Loan.

- Covenants:**
- 1) Minimum Debt Service Coverage of 1.1X tested annually for fiscal years ending June 30, 2020 and annually thereafter with the audit. Debt Service Coverage will be defined as net income plus interest expense, depreciation, any non-cash expense item minus any non cash income by principal and interest for all debts. If debt service coverage drops below 1.1X, the Borrower will hire a consultant to make recommendations to improve the Debt Service Coverage. If the Borrower fails to achieve a 1.1X coverage for two consecutive years, this will be an event of default.
  - 2) Maintain compliance with all state regulations for Charter Schools, and provide copies of such reports.
  - 3) Maintain all affiliations or other accreditations necessary for the conduct of a charter school.
  - 4) Maintain a minimum student enrollment of 626 each year.
  - 5) Other affirmative and negative covenants required by Bank.

**Reporting Requirements:**

Annual Accrual Based Audited financial statement prepared by CPA within 150 days of fiscal year end beginning June 30, 2018 for the Borrower, including debt service calculation.

Quarterly internal financial statements for Borrower within 45 days of quarter end.

Copy of school's annual budget within 30 days of Fiscal Year-End (6/30).

Annual capital campaign report until bridge facility (Note #2) is paid off.

Copies of all charter extensions or withdrawals by sponsor.

**Costs:**

Borrower will pay all costs associated with the Loan closings including but not limited to the following: the cost of an appraisal, survey, title insurance, environmental report and legal fees and expenses whether or not the Loan closes. There will be title insurance update fees with each draw that will be paid by the Borrower.

**Documentation:**

The Borrower will execute all documents necessary and reasonably required by Lender and its counsel in their sole discretion to properly perfect and protect Lender's interest. All construction draws will be certified by your architect and the contractor indicating percentage complete and adequate budget to complete the project along with the G702 forms.

**Commitment Expiration:**

This commitment will expire if not accepted prior to June 8, 2018, and Loan must be closed by August 3, 2018.

These are the general terms and conditions of the Bank's Loan commitment and this letter is not exhaustive of all terms and conditions. All of the terms and conditions of the Loan will be contained in loan documents prepared by Bank counsel.

If you would like to further discuss this commitment, please call Linda Cole at 816-360-8632 with any questions. We look forward to working with you. These terms and conditions are confidential to those in the decision process. To accept this commitment, please sign and return a copy to me.

Sincerely,



Linda Jean Cole  
Executive Vice President

Agreed to and Accepted on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Crossroads Academy of Kansas City, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

## NON-BINDING TERM SHEET

### **Education Capital Solutions, LLC/Crossroads Academy of Kansas City, Inc.**

The following non-binding term sheet sets forth the terms on which EPR Properties, through one of its subsidiaries, including, without limitation, Education Capital Solutions, LLC ("ECS" or "Lender") would consider funding the acquisition and renovation of an existing facility located at 816 Broadway St, Kansas City, Jackson County, MO 64105 (the "Property") for Crossroads Academy of Kansas City, Inc. ("School" or "Borrower").

- Structure:** Pursuant to the Loan Documents described below, ECS would fund up to \$6,600,000 to fund the School's acquisition of the Property and certain renovation costs (the "Loan Amount").
- Loan Documents:** The terms of the Loan would be evidenced by a loan agreement, promissory note, first priority deed of trust and assignment of leases and rents and fixture filing, environmental indemnity agreement, and such other documents necessary to perfect ECS's interest in the collateral securing the Loan (collectively, the "Loan Documents").
- The Work:** The renovation work (the "Work") would include certain base building upgrades, including, but not limited to wall installation, interior paint and general repairs to the Property in an approximate amount of \$700,000.
- School Opening Date:** The School would open its operations at the new Property for the 2018-19 school year on or before August 1, 2018. August 1, 2018.
- Loan Terms:** The Loan Documents would contain the following material terms:
1. Loan Term: 20 full "Loan Years", with three (3) 5-year extension options. A "Loan Year" is defined as 12 full months of cash interest payments having been paid to ECS.
  2. Loan Rate: 8.25% per annum, with 2% annual escalations beginning in Loan Year 2.
  3. Loan Repayment:
    - a. The Loan would be interest-only. All principal, unpaid interest and any other amounts due would be payable to Lender on the maturity date. The annual Loan Payment (paid in 12 equal monthly installments) is calculated by taking multiplying the Loan Amount by the Loan Rate.
    - b. Renovation Period: Loan proceeds advanced by Lender during the renovation term would not be payable by Borrower during such period but accrue at the Loan Rate and would be added to the total Loan Amount payable by Borrower at the end of the renovation term.
    - c. Deferred Interest Payment: Borrower would be entitled to defer its first 2 months of interest payments that would otherwise be due on the first day of the first month following the renovation

period. Any deferred interest would be capitalized into the Loan Amount. If Borrower elects to defer the first two months of interest, the implied loan rate would be 6.875% based upon cash paying only 10 months instead of 12 months of interest.

- d. Borrower Prepayment Right: The Borrower would have the right to prepay the Loan in full at the end of Loan Years 3, 5, 7, 10, 15 and 20 for a prepayment price equal to the Loan Amount plus an "Exercise Fee" equal to 15% of the Loan Amount.
- e. Collateral: Borrower's obligations under the Loan Documents would be secured by, among other things, the Property and any personal property financed with Loan proceeds.

**Equity Contribution:** Crossroads would be required to fund \$1,400,000 of cash equity.

**Construction Management:** Lender would require Borrower to contract with a credible, construction project management company to oversee construction/renovation activities on the Property. That company must be approved by ECS prior to construction activities commencing at the property. All construction management would be the responsibility of the Borrower. The risk of construction budget overruns would be borne by the Borrower, and the benefit of cost savings would benefit Borrower in the form of reduced interest payments under the School Loan Agreement. All Work must be completed by a bondable general contractor on terms acceptable to ECS. The general contract must be approved in writing by ECS. Any change orders which would delay the School Opening Date, cost more than \$35,000 (on a cumulative basis and without regard to contingencies) or reduce the quality of construction must be approved in writing by ECS.

**Underwriting Approval:** The issuance of any commitment or any other undertaking by ECS with respect to transaction described herein is subject to (1) the approval of the Board of Trustees and/or Investment Committee of ECS Properties in its sole and absolute discretion and (2) ECS's satisfactory review of underwriting matters (financial or otherwise) and due diligence matters, which would include, among other items, the following:

1. Condition, performance and reputation of comparable traditional public and charter schools in the specific School's market;
2. Charter school market feasibility report;
3. Demographic and economic trends in the School's market;
4. Title, survey, zoning, geotechnical, environmental and other factors affecting the Property;
5. Projected capital expenditures for developing and operating the Property;
6. Scheduling, qualification of design team and contractor, and other construction factors;



7. Projected initial and stabilized enrollments;
8. Projected initial and stabilized state and local funding level;
9. Three years of audited financial statements for Crossroads; and
10. Projected initial and stabilized operating expenditures.

**Non-Binding Effect:**

ECS and Borrower understand and agree that this Term Sheet is provided solely for discussion purposes only and is not a commitment of any kind. As such the terms and conditions set forth herein are not binding upon ECS or Borrower. ECS may withdraw from such discussions at any time and for any reason in its sole and absolute discretion. Borrower understands and agrees that ECS is not obligated to enter into the transaction contemplated by this Term Sheet, on the terms set forth herein or any other terms, unless and until ECS executes and delivers to Borrower final documentation, the terms of which shall supersede in their entirety the terms set forth herein.

Submitted by:

Education Capital Solutions, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Accepted by:

Crossroads Academy of Kansas City, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# Coversheet

## Updated Board Policies

**Section:** IV. Governance  
**Item:** A. Updated Board Policies  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Crossroads District Policy on Suicide Prevention - Final.docx (1).pdf  
CCS Search and Seizure Policyv3.docx.pdf

## **APPENDIX BBB**

### **Policy on Suicide Prevention**

SECTION 1. Scope. The Crossroads Suicide Prevention Policy covers actions that take place in the school, on school property, at school-sponsored functions and activities, on school buses or vehicles and at bus stops, and at school sponsored out-of-school events where school staff are present. This policy applies to the entire school community, including educators, school and district staff, students, parents/guardians, and volunteers. This policy will cover appropriate school responses to suicidal or high-risk behaviors that take place outside of the school environment.

SECTION 2. Prevention.

SECTION 2.1. Crossroads Policy Implementation. Each school principal shall designate a school suicide prevention coordinator to act as a point of contact in each school for issues relating to suicide prevention and policy implementation. All staff members should report students they believe to be at elevated risk for suicide to the school suicide prevention officer.

SECTION 2.2. Staff Professional Development. All staff will receive annual professional development on risk factors, warning signs, protective factors, response procedures, referrals, postvention and resources regarding youth suicide prevention.

SECTION 2.3. Youth Suicide Prevention Programming. Developmentally appropriate, student-centered education materials will be integrated into the curriculum of all K-12 health classes. The content of these age-appropriate materials will include: 1) the importance of safe and healthy choices and coping strategies, 2) how to recognize risk factors and warning signs of mental disorders and suicide in oneself and others, 3) help-seeking strategies for oneself and others, including how to engage school resources and refer friends for help.

SECTION 3. Assessment and Referral. When a student is identified by a staff person as potentially suicidal, i.e, verbalizes about suicide, presents overt risk factors such as agitation or intoxication, the act of self-harm occurs, or a student self-refers, the student will be seen by a school mental health professional, a school nurse or an administrator within the same school day to assess risk and facilitate referral.

SECTION 3.1. For youth at risk:

1. School staff will continuously supervise the student to ensure their safety.
2. The administrator and school suicide prevention coordinator will be made aware of the situation as soon as reasonably possible.

3. The school employed mental health professional or administrator will contact the student's parent or guardian and will assist the family with urgent referral. When appropriate, this may include calling emergency services or bringing the student to the local Emergency Department, but in most cases will involve setting up an outpatient mental health or primary care appointment and communicating the reason for referral to the healthcare provider.

4. Staff will ask the student's parent or guardian for written permission to discuss the student's health with outside care, if appropriate.

SECTION 4. In-School Suicide Attempts. In the case of an in-school suicide attempt, the health and safety of the student is paramount. In these situations:

SECTION 4.1. First aid will be rendered until professional medical treatment and/or transportation can be received, following Crossroads emergency medical procedures.

SECTION 4.2. School staff will supervise the student to ensure their safety.

SECTION 4.3. Staff will move all other students out of the immediate area as soon as possible.

SECTION 4.4. Staff will immediately notify the principal or school suicide prevention coordinator regarding in school suicide attempts.

SECTION 4.5. School administrator or school suicide prevention coordinator shall contact the parent(s) or guardian(s) of the student as quickly as possible.

SECTION 4.6. School suicide prevention coordinator shall request a mental health assessment of the student or otherwise refer the student to an outpatient mental health treatment facility.

SECTION 4.7. The school will engage as necessary the crisis team to assess whether additional steps should be taken to ensure student safety and well-being. For purposes of this policy, the crisis team shall consist of \_\_\_\_\_.

SECTION 5. Re-Entry Procedure. For students returning to school after a mental health crisis (i.e., suicide threat, psychiatric hospitalization, etc.), a school employed mental health professional, administrator, school suicide prevention coordinator or designee will meet with the student's parent, guardian, and if authorized by the parent or guardian, the student's mental health treatment provider or representative of such provider, to discuss re-entry and appropriate next steps to ensure the student's readiness to return to school.

SECTION 5.1. A school employed mental health professional or other designee will be identified to coordinate with the student, their parent or guardian, and any other outside mental health providers.

SECTION 5.2. The parent or guardian will provide documentation from a mental health care provider that the student has undergone examination and is no longer a danger to themselves or others.

SECTION 5.3. The designated staff will periodically check in with the students to help the student readjust to the school community and address ongoing concerns.

SECTION 6. Parental Involvement and Notification. In situations where a student is assessed at risk for suicide or has made a suicide attempt, the student's parent or guardian will be notified as soon as possible by the principal, designee or mental health professional. If the student has exhibited any kind of suicidal behavior, the parent or guardian should be referred to counseling for "Means restriction", limiting the child's access to mechanisms for carrying out a suicide attempt. Staff will also seek parental permission to communicate with outside mental health care providers regarding their child, make them aware of community resources, and to discuss how to best support the student's mental well-being and safety.

SECTION 6.1. If the parent refuses to cooperate or if there is any doubt regarding the student's safety, local mental service providers and/or law enforcement may need to be engaged, and a report may need to be made to the Child Abuse and Neglect Hotline.

SECTION 6.2. Protecting the health and well-being of all students is the utmost importance to Crossroads. A suicide prevention policy, approved by the School Board, helps to protect all students through the following steps:

1. Students will learn about recognizing and responding to warning signs of suicide in friends, using coping skills, using support systems, and seeking help for themselves and friends.

2. Each school will designate a suicide prevention coordinator to serve as a point of contact for students in crisis and to refer students to appropriate resources.

3. When a student is identified as being at-risk, they will be assessed by a school employed mental health professional who will work with the student and help connect them to the appropriate local resources.

4. Students will have access to national resources which they can contact for additional support, such as:

The National Suicide Prevention Lifeline- (800) 273-8255 (TALK)  
[www.suicidepreventionlifeline.org](http://www.suicidepreventionlifeline.org)

The Trevor Lifeline- (866)488-7386 [www.thetrevorproject.org](http://www.thetrevorproject.org)

5. All students will be expected to help create a school culture of respect and support in which students feel comfortable seeking help for themselves or friends. Students are encouraged to tell any staff member if they, or a friend, are feeling suicidal or in need of help. Students should know that because of the life or death nature of these matters, confidentiality or privacy concerns are secondary to seeking help for students in crisis.

Crossroads Charter Schools

Legal: Sections 167.166, 210.145, 544.193, RSMo.

New Jersey vs. T.L.O., 469 U.S. 325 (1985)

Adopted:

### **Searches by School Personnel**

Crossroads is charged with protecting individual student rights and guarding against the excessive intrusion of its students while also preserving the health and safety of all students within its care and control. As a result, Crossroads may search school property, including, but not limited to lockers, desks and Crossroads-issued devices/accessories/equipment and other Crossroads property in possession of its students or the personal property of students, including, but not limited to backpacks, purses and other belongings such as electronic devices and vehicles of students, in accordance with this policy.

### **Definitions**

As used in this policy, the following terms shall have the meanings set forth below.

- a. "Crossroads employee" shall mean an employee of Crossroads authorized to conduct searches of students and/or the personal property and storage areas considering all circumstances. A Crossroads employee should be a school principal, vice-principal, acting principal or designated security personnel engaged by Crossroads for that purpose. Factors for determining the appropriateness of the Crossroads employee authorized to conduct a search will include the intrusiveness of the search, the age of the student, gender of the student, if the student has an IEP, the student's background, the seriousness of the item(s) being searched or searched for, the availability of other Crossroads employees and the urgency of the situation.
- b. "Device" shall mean a privately-owned device that is used for audio, video or text communication or any type of computer or computer-like instrument.
- c. "Reasonable Suspicion" shall mean a particularized and objective basis, supported by specific articulable facts, for suspecting a person of criminal activity; reasonableness extends to both the reason for the search and the appropriateness of the scope of the search. The reasonable suspicion to conduct a search of a student or student's possessions shall mean the grounds sufficient to cause an adult of normal intellect to believe that a search of a particular person, place or thing will lead to the discovery of evidence that a student (i) has violated or is violating a rule or behavioral norm governed by Crossroads policies; (ii) has violated or is violating a particular law; or (iii) possesses an item or substance which presents an immediate danger of physical harm or illness to the students, staff or one of the schools administered by Crossroads.

### **Crossroads – Issued Property**

School lockers, desks, Crossroads-issued devices/accessories/equipment and other Crossroads property are provided for the convenience of students, and as such, are subject to periodic inspections by Crossroads without notice. Where locks are provided for such storage

places and/or devices, students may lock them against access by other students, but students have no expectation of privacy in that locker, desk or other storage area or the contents contained therein that would prevent examination by Crossroads.

- a. All lockers, desks, Crossroads-issued devices and other storage areas are provided for student use remain the property of Crossroads. These storage areas and devices are subject to inspection, access for maintenance and search pursuant to this policy. No student shall lock or otherwise impede access to any locker, desk, Crossroads-issued device or storage area except with the lock provided by or approved by Crossroads. Unapproved locks may be removed or destroyed.
- b. A Crossroads employee may search student lockers, desks and storage areas and the contents contained therein at any time for any justifiable reason.
- c. A Crossroads employee may, at any time, request assistance from the appropriate law enforcement agency having jurisdiction over the school in conducting a search pursuant to this policy.
- d. In the course of any search, students' privacy rights will be respected regarding any items that are not illegal or against Crossroads' policies.

### **Search of Students and Student Possessions**

Crossroads recognizes that the privacy of students and their belongings may not be violated by unreasonable search and seizure and directs that no students are searched without reasonable suspicion or in an unreasonable manner. The extent of the search will be governed by the urgency and seriousness of the alleged infraction, the student's age and the student's disciplinary history.

- a. **Student Consent:** Except as provided below, a request for the search of a student or a student's possessions will be conducted by the appropriate Crossroads employee. The Crossroads employee shall attempt to obtain the freely-offered consent of the student to the inspection or search; however, provided there is reasonable suspicion, the Crossroads employee may conduct the search without such consent.
- b. **Witness:** Whenever possible, a search will be conducted by the Crossroads employee in the presence of the student and a Crossroads employee or other staff member in addition to such Crossroads employee. A search prompted by the reasonable belief that health and safety are immediately threatened will be conducted with as much speed and dispatch as may be required to protect persons and property. Searches of a student's person or intimate personal belongings shall be conducted by a person of the student's gender, in the presence of another Crossroads employee or staff member of the same gender, and only in exceptional circumstances when the health or safety of the student or of others is immediately threatened.
- c. **Personal Searches:** The personal search of a student may be conducted by the Crossroads employee when a Crossroads employee or other staff member has reasonable suspicion for a search of that student. Authorized searches of a student's person shall be limited to the following:

- i. The student's pockets, including requiring the removal of items from a student's pockets;
- ii. Purses, wallets, briefcases, backpacks, laptop holders, or any other objects in the possession of the student;
- iii. Removal of an article of exterior clothing such as jackets, coats, shoes or other clothing that, when removed, do not expose a student's underwear;
- iv. The removal of certain articles of a student's clothing to investigate the potential abuse or neglect of a student, give medical attention to a student, provide health services to a student or screen a student for medical conditions; and
- v. A student's device(s) if warranted and to the extent warranted.

### **Searches During School Sponsored Activities**

The authorization of Crossroads and Crossroads personnel to search students and student possessions shall apply to all situations in which the student is under the jurisdiction, care or control of Crossroads, including, but not limited to students participating in extracurricular activities and athletics.

### **Strip Searches**

Crossroads employees shall not conduct strip searches students, as defined in state law, except in situations where a Crossroads employee reasonably believes that the student possesses a weapon, explosive or illegal substance that poses an imminent threat of physical harm to the student or others and a commissioned law enforcement officer is not immediately available. If a student is strip searched, as defined in state law, by a Crossroads employee, Crossroads will attempt to notify the student's parents/guardians as soon as possible.

### **Vehicles**

It is a privilege, not a right, to park on school grounds or school rented spaces. Crossroads retains the authority to conduct routine patrols of any vehicle parked on school grounds or school rented spaces. The interior of a student's automobile on school premises or school rented spaces may be searched if a Crossroads employee has reasonable suspicion to believe that such a search will produce evidence that the student has violated or is violating either the law or district policy.

### **Law Enforcement**

Crossroads employees will contact law enforcement officials to perform a search if a Crossroads employee reasonably suspects that a student is concealing controlled substances, drug paraphernalia, weapons, stolen goods or evidence of a crime beneath his or her clothing, and the student refuses to surrender such items. Law enforcement officials may be contacted in any case in which a student refuses to allow a search or in which the search cannot safely be conducted.

### **Documentation of Search**



A Crossroads employee shall be responsible for the prompt recording in writing of each student search, including (i) the reason for the search; (ii) the information received that established the need for the search, including the name(s) of any informant(s); (iii) the persons present when the search was conducted; (iv) any substances or objects found during a search and the disposition made of those substances or objects; and (v) any subsequent action taken as a result of the search. The Crossroads employee shall be responsible for the custody, control and disposition of any illegal or dangerous substance or objects taken from a student and report the acquisition of any such substance or object to law enforcement.

# Coversheet

## Long-Term Board Planning







**Section:** IV. Governance  
**Item:** C. Long-Term Board Planning  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** Board Assessment Report.pdf

# 2018 Board Assessments

## Board Assessment Report

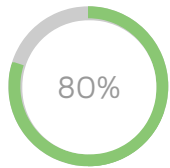
OPENED 6/23/2017

CEO  Dean Johnson

BOARD MEMBERS  Beth Sweetman  Courtney Hughley  David Francis  
 Diane Charity  Patsy Crawford  Richard Moore  Ron Cattelino

## Overall Score

Completed



LEVEL

3

### Intermediate

- Data-driven governance
- Board value-add becomes evident and essential

BOARD

LEGEND

Average for all participating board members

CEO

One CEO



One individual board member



Insufficient Data

# Summary

	Board	CEO
Board Meetings	LEVEL 3	LEVEL 3
Board Structure	LEVEL 3	LEVEL 3
Board Composition	LEVEL 4	LEVEL 4
Board Recruitment	LEVEL 1	LEVEL 2
Board Goals and Accountability	LEVEL 1	?
Finance	LEVEL 4	?
Development	LEVEL 2	?
Academic Oversight	LEVEL 4	?
CEO Support & Evaluation	LEVEL 4	?
BoardSavvy CEO	LEVEL 4	?

# Detail



	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
Board Meetings					
Board Structure					
Board Composition					
Board Recruitment					
Board Goals and Accountability					
Finance					
Development					
Academic Oversight					
CEO Support & Evaluation					
BoardSavvy CEO					

# Board Meetings



	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
Yearly Meeting Plan	CEO 👤👤👤👤	BOARD		👤👤	
Board Meeting Agenda				👤	BOARD CEO 👤👤👤👤👤
Board Meeting Materials			👤👤		BOARD CEO 👤👤👤👤
Board Meeting Content	BOARD 👤👤👤	CEO	👤👤👤		
Board Meeting Facilitation					BOARD CEO 👤👤👤👤👤👤
Board Meeting Minutes		👤		👤	BOARD CEO 👤👤👤👤
Board Meeting Evaluation	BOARD CEO 👤👤👤👤👤				👤
Open Meeting Law Compliance	BOARD CEO 👤👤👤👤👤 👤				

# Board Structure

	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
Bylaws			👤👤	BOARD 👤	CEO 👤👤👤
Job Descriptions	CEO 👤👤👤👤	BOARD		👤👤	
Officers		CEO 👤		BOARD 👤👤👤👤	👤
Committees	👤👤	👤	BOARD	CEO 👤👤	👤

# Board Composition

	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
Board Size	BOARD CEO 👤👤👤👤👤				👤
Previous Governance Experience	👤👤		BOARD		CEO 👤👤👤👤
Skills and Expertise	BOARD CEO 👤👤👤👤👤				👤
Diversity	👤👤	CEO 👤👤	BOARD		👤👤
Level of Objectivity			👤👤		BOARD CEO 👤👤👤👤

## Board Recruitment

	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
Recruitment Plan	BOARD CEO 👤 👤 👤 👤 👤 👤				
Recruitment Process	BOARD 👤 👤 👤 👤 👤		CEO 👤		
Board Recruitment Pipeline	BOARD CEO 👤 👤 👤 👤 👤				👤
Role of the CEO in Board Recruitment	👤 👤			BOARD CEO	👤 👤 👤 👤
Orientation	BOARD CEO 👤 👤 👤 👤				👤 👤

## Board Goals and Accountability

	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
Board Goals	BOARD 👤 👤 👤 👤			👤 👤	
Accountability	BOARD 👤 👤 👤 👤 👤	👤			



# Finance

LEVEL  
1

LEVEL  
2

LEVEL  
3

LEVEL  
4

LEVEL  
5

Financial Oversight					<b>BOARD</b> 
Financial Policies and Procedures	<b>BOARD</b> 				
Financial Controls					<b>BOARD</b> 
Financial Reports					<b>BOARD</b> 
Developing Realistic Budgets					<b>BOARD</b> 
Board Education		<b>BOARD</b> 			
Annual Audit/990					<b>BOARD</b> 
Financial Compliance			<b>BOARD</b> 		
Support of the CEO			<b>BOARD</b> 		

# Development

LEVEL 1

LEVEL 2

LEVEL 3

LEVEL 4

LEVEL 5

Philosophical Alignment			👤👤👤👤	BOARD 👤	👤
Strategic Fund Development Plan	👤👤	BOARD 👤👤		👤	👤
Accountability	BOARD 👤👤👤👤	👤👤			
Board Training	BOARD 👤👤👤👤👤				👤

# Academic Oversight

LEVEL 1

LEVEL 2

LEVEL 3

LEVEL 4

LEVEL 5

Clarity of Vision	👤	👤👤	BOARD		👤👤👤
Roadmap	👤				BOARD 👤👤👤👤👤
Charter Obligations					BOARD 👤👤👤👤👤👤
Standardized Testing	👤👤	BOARD 👤	👤👤		👤
Comparative Data			👤		BOARD 👤👤👤👤👤
Board Education	BOARD 👤👤👤👤👤	👤			

# CEO Support & Evaluation



Governance/Management				👤👤👤	BOARD 👤👤👤
Partnership with CEO					BOARD 👤👤👤👤👤👤
CEO Evaluation	BOARD 👤👤👤👤				👤👤
CEO Support	👤👤👤		BOARD		👤👤👤

# BoardSavvy CEO



	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
Governance Knowledge	👤👤👤👤	BOARD	👤		👤
Governance Prioritized		👤	👤👤	BOARD	👤👤👤
Board Education					BOARD 👤👤👤👤👤👤
Setting Strategic Direction					BOARD 👤👤👤👤👤👤
Communication				👤👤👤	BOARD 👤👤👤
Succession Planning	BOARD 👤👤👤👤👤 👤				

Generated on May 17, 2018 at 5:04 PM CDT by Rachel Uptergrove

# Coversheet

## Upper Room MOU

**Section:** IV. Governance  
**Item:** D. Upper Room MOU  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** revised 2017 District contract for Crossroad Charter Schoolv3.docx.pdf

**Memorandum of Understanding**  
**To Provide Educational Services**

This Memorandum of Understanding (“**MOU**”) is made between the Crossroads Charter Schools, a Missouri non-profit corporation (“**CROSSROADS CHARTER SCHOOL**”) and Swope Corridor Renaissance/Upper Room, Inc. (“**Swope**”) for the purpose of Swope providing a Summer School Program.

Whereas, Crossroads Charter School is a Local Education Agency (“**LEA**”) as defined under Missouri law, and wishes to contract out its summer school program; and

Whereas, Swope states it has the expertise to provide a summer school program that complies with Missouri law; and

Whereas, Crossroads Charter School desires to contract with Swope to provide a summer school program.

Now, therefore, Crossroads Charter School and Swope agree as follows:

**Article 1. PROGRAM/GOALS**

Swope will provide a 6 week Summer School Program (“**First Session**”) and a 2 week Summer School Program (“**Second Session**”) designed primarily for elementary school students.

<sup>1</sup> These Programs are designed to assess students before they enter and upon exit from the First Session and/or Second Session. The Programs’ substantive focus is on reading and math through a computerized instructional curriculum, with non-core services such as music, art, physical education and computer lab being provided as well.

The goals of the Program are:

- a) to provide educational learning experiences; and
- b) provide enhancement of academic skills; and
- c) place special focus and support on reading and math; and
- d) foster parental/guardian involvement with the student.

**Article 2. GENERAL RESPONSIBILITIES OF SWOPE**

2.1 Provide a 6 week summer school program (First Session: June \_\_, 2018 to July \_\_, 2018) and a 2 week summer school program (Second Session: July \_\_, 2018 to July \_\_, 2018) at various sites, including all necessary curriculum, materials, staffing and management to operate the Programs effectively.

2.2 Operate the Program in compliance with all applicable federal and state laws and regulations and the Missouri Department of Elementary and Secondary Education’s (“**DESE**”) summer school guidelines including, but not limited to,

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<sup>1</sup> The First Session and Second Session are collectively referred to in this MOU as, “**Programs.**”

appropriate teacher certifications for the grade and content they are teaching, appropriate facilities for the Programs and appropriate textbooks and classroom resources for all students. Failure to use appropriately certified teachers, as required, may result in the loss of ADA reimbursement, as defined in Article 10.

- 2.3 Recruit and obtain applications for all student participants, including each student participant's address and school district of residence.
- 2.4 Review all applications for all student participants to determine eligibility based upon state of Missouri regulations, and submit to Crossroads Charter School on a date agreed to by the parties.
- 2.5 Recruit, screen and hire and train qualified individuals to run the Program pursuant to Article 4.
- 2.6 Coordinate and assist Crossroads Charter School with recruitment, media and public relations efforts.
- 2.7 Administer and enforce student discipline in accordance with the Crossroads Charter School's Code of Student Conduct, as detailed in Article 5.
- 2.8 Notify Crossroads Charter School of any student field trips, and provide Crossroads Charter School trip information and parent permission forms.
- 2.9 Notify Crossroads Charter School of the need to cancel/change any offered classes, with the understanding that any cancellations/changes require Crossroads Charter School permission and must be done prior to May 12, 2018.
- 2.10 Conduct a Parent Satisfaction Survey at the end of the Programs, and provide copies of the surveys and survey results to Crossroads Charter School.
- 2.11 Provide assessment data on an agreed upon number of students. Pre and Post Assessments must be conducted electronically as assigned by the Crossroads Charter School Assessment Department.
- 2.12 Staff must attend all in-service and/or other trainings as required by Crossroads Charter School.
- 2.13 Provide any other services reasonably necessary for the effective administration of the Program.

**Article 3. GENERAL RESPONSIBILITIES OF CROSSROADS CHARTER SCHOOL**

- 3.1 Submit a summer school application to DESE, which includes the Programs.

- 3.2 Review all student applications submitted by Swope and approve for student eligibility.
- 3.3 Review all employment applications Swope submits for approval of Swope personnel pursuant to Article 4.
- 3.4 Report attendance as provided to Crossroads Charter School by Swope to DESE as required.
- 3.5 Receive and allocate funds to Swope as further outlined below pursuant to Article 10.
- 3.6 Designate a Crossroads Charter School Principal or Vice Principal to oversee and monitor each Program site.
- 3.7 Purchase curriculum materials if needed, the cost of which will be deducted from the monthly payments made by Crossroads Charter School to Swope pursuant to Article 10.

**Article 4. STAFFING**

- 4.1 Not later than 14 days after execution of this MOU, Swope shall provide Crossroads Charter School with a list of all employees/volunteers (“**staff**”), who will regularly interact with Crossroads Charter School students in the provision of program services. Such list shall contain the names, job titles and last four digits of each person’s Social Security Number as well as provide the following information: (i) for each individual, the dates of the fingerprint-based criminal background check and the child abuse/neglect screen and related results; and (ii) for each individual in a teaching position, evidence of certification. Swope must furnish such information to Crossroads Charter School prior to any individual starting services.
- 4.2 Costs incurred by Crossroads Charter School related to the fingerprint-based criminal background check and the child abuse/neglect screen will be deducted from the monthly payments made by Crossroads Charter School to Swope pursuant to Article 10.
- 4.3 Crossroads Charter School reserves the right, in its reasonable discretion, to approve/disapprove any individual on the provided list of staff. To this end, Crossroads Charter School shall be the sole judge as to which individuals may provide services to Crossroads Charter School students under this MOU, and failure of Swope to abide by this provision shall be cause to terminate this MOU immediately.
- 4.4 Swope will ensure that all staff is familiar with the requisite obligations: (i) for student record confidentiality under the Family Educational Rights and Privacy



Act (“**FERPA**”); and (ii) as mandated reporters of child abuse/neglect under Missouri law.

- 4.5 Swope is responsible for obtaining short-term substitute teachers as necessary. Swope understands that the use of long-term substitutes is not acceptable and may result in the loss of ADA reimbursement, as defined in Article 10.
- 4.6 Swope agrees to pay certified teachers no more than \$25 per hour (Bachelor’s Degree) and \$30 per hour (Master’s Degree +).

**Article 5. STUDENT DISCIPLINE**

- 5.1 Swope will enforce the Crossroads Charter School’s Code of Student Conduct, including compliance with all Missouri Safe Schools Act reporting requirements.
- 5.2 Corporal punishment – defined as the use of physical force as a method of correcting student behavior – is prohibited by Crossroads Charter School policy.

**Article 6. FOOD SERVICE**

- 6.1 Swope is responsible for providing food service at non-Crossroads Charter School sites. Any such service must meet all applicable federal, state and local laws pertaining to child nutrition.
- 6.2 Breakfast and lunch will be provided to students at Crossroads Charter School sites, at no charge to Swope, by the Crossroads Charter School Child Nutrition Department. Swope personnel may purchase the offered meals. Swope is responsible for providing student supervision during mealtimes.
- 6.3 An afternoon snack must be provided for afternoon programs that run until 6:00 p.m. at Crossroads Charter School sites. Such snacks must be purchased from the Crossroads Charter School Child Nutrition Department at a cost of 80 cents per snack; the cost of the snacks purchased will be deducted from the monthly payments made by Crossroads Charter School pursuant to Article 10.
- 6.4 All food or snacks served to students at Crossroads Charter School sites must come from the Crossroads Charter School Child Nutrition Department.
- 6.5 Each Crossroads Charter School site will be open to serve free meals to the community. Crossroads Charter School and Swope will work together to establish procedures and ensure supervision for these community meals.

**Article 7. TRANSPORTATION**

Crossroads Charter School will provide no student transportation during summer school.

**Article 8. STUDENT ENROLLMENT/ATTENDANCE**

- 8.1 Swope and Crossroads Charter School will cooperate on creating the necessary forms for students to enroll in the Program.
- 8.2 Swope shall maintain accurate enrollment and attendance data, and submit attendance data to Crossroads Charter School in the requested format. All non-Crossroads Charter School sites must have sufficient computer hardware and software and internet capacity to properly input attendance, grades and assessments. Failure to take attendance on a daily/hourly basis shall be grounds to terminate this MOU immediately.

**Article 9. MONITORING**

- 9.1 Crossroads Charter School will conduct periodic on-site monitoring of all Program components at each site. Monitoring may be conducted by the Crossroads Charter School Principal or Vice-Principal assigned to the site or other Crossroads Charter School personnel, as designated by the Crossroads Charter School Superintendent.

**Article 10. COMPENSATION**

Crossroads Charter School will pay the Swope summer school program using a fixed rate of \$8,200 per Crossroads Charter School student and \$3,937 per non-Crossroads Charter School student for First Session and a fixed rate of \$4,966 for both Crossroads Charter School and non-Crossroads Charter School students for Second Session. Crossroads Charter School will retain 12.5% of the total summer school payment to Swope as the LEA sponsor fee for the First Session only. A hypothetical payment breakdown sample is attached as **Exhibit A**; payment to Swope will be based on the actual average daily attendance (“ADA”) submitted by Crossroads Charter School and approved by DESE. Payment will be made on a monthly basis from July 2018 through June 2019 and be on or before the 20th day of each month. Each payment will include an itemized statement showing the payment calculation. Payments for July and August of 2018 will be an estimate based on 2017 actual summer school ADA, and then, will be adjusted retroactively in September to reflect 2018 actual summer school ADA.

Crossroads Charter School acknowledges that Swope may enter into a separate collateral assignment and security agreement with a lender, relating to a potential loan agreement and promissory note. Crossroads Charter School further acknowledges that such lender would be financing the costs and expenses of the Programs, which Swope is providing to Crossroads Charter School under this MOU. Prior to Crossroads Charter School’s payment to Swope, and assuming Swope executes the loan agreement, promissory note and collateral assignment and security agreement, Crossroads Charter School agrees that, except to the extent prohibited by Missouri law or regulations, any summer school revenue Crossroads Charter School receives from the state of Missouri will not become subject to the claims of Crossroads Charter School’s creditors, and will be held by Crossroads Charter School as trustee for the benefit of Swope.

**Article 11. DISPUTE RESOLUTION**

Crossroads Charter School and Swope agree to cooperate in good faith in all actions relating to this MOU. If a dispute should arise, Crossroads Charter School and Swope agree to use their best efforts to resolve such dispute in a fair and equitable manner by promptly initiating discussions between their representatives.

**Article 12. CONTACT PERSONS**

Swope's contact person is Lee Barnes, Jr. at 816-363-3819.

Crossroads Charter School's contact person is Derald Davis at 816-418-7676.

**Article 13. TERM/TERMINATION**

13.1 **Term.** The term of this MOU ("**Term**") will run from date of execution by both Crossroads Charter School and Swope through completion of the services, unless terminated earlier in accordance with Article 13.2.

13.2 **Termination.** Crossroads Charter School reserves the right to terminate the MOU immediately and move students to another site if it determines that students are not being served effectively. Crossroads Charter School will provide Swope with written notice of such termination including the effective date of termination of this MOU. Swope will be compensated for those services provided prior to the termination date.

13.3 **Annual Appropriation of Funds.** This MOU shall be subject to annual appropriations of funds by Crossroads Charter School in accordance with its normal funding practices and/or the receipt of funding by DESE. In the event that funds are not available in full or in part for the payments hereunder, this MOU will be subject to modification or termination, depending upon the extent of available funds. Crossroads Charter School may terminate the MOU in its entirety, without penalty, at any time, if funding is not available.

**Article 14. APPROVAL CONDITIONS**

14.1 **Executed Agreement.** This MOU will not become effective until Crossroads Charter School and Swope have executed this MOU.

14.2 **Employment Eligibility.** Pursuant to Mo. Rev. Stat. §285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services to be provided, to the extent allowed by the E-Verify Work Authorization Program of the United States ("**E-Verify**"). As such, a business entity must affirm through sworn affidavit to Crossroads Charter School that it does not knowingly employ

any person, who is an unauthorized alien in connection with the services to be provided. Crossroads Charter School, therefore, requires Swope to have an authorized individual execute the “Federal Work Authorization Program Affidavit,” which is attached as **Exhibit B**. Swope must provide the “Federal Work Authorization Program Affidavit” to Crossroads Charter School prior to performing services. Swope further agrees to indemnify Crossroads Charter School for any fines and legal fees incurred because Swope’s employees or subcontractors, performing services, are not authorized to work in the United States.

#### **Article 15. INDEPENDENT CONTRACTOR**

- 15.1 **Independent Contractor Status.** Crossroads Charter School and Swope agree the terms of this MOU do not constitute a formation of a partnership, joint venture, employer-employee, or other relationship, and further, agree no form of agency exists between Crossroads Charter School and Swope. Swope represents and warrants that it is a separate and independent entity from Crossroads Charter School. Swope may not enter into agreements on behalf of Crossroads Charter School or otherwise obligate Crossroads Charter School in any manner. Swope is solely responsible to hire, train, supervise, discipline and terminate its personnel, and is solely responsible for withholding and paying any taxes for such personnel.
- 15.2 **Submission of Forms W-9.** If it has not already done so, Swope will submit a completed Form W-9 entitled “Request for Taxpayer Identification Number and Certification” with the correct federal identification number as well as a completed Vendor Registration Form.

#### **Article 16. OWNERSHIP**

- 16.1 **Crossroads Charter School Property.** All equipment, materials, software or data of every description that Swope receives directly or indirectly from Crossroads Charter School is Crossroads Charter School’s property. Swope must return all such property to Crossroads Charter School upon request or upon termination or expiration of this MOU, whichever is earlier.
- 16.2 **Swope Property.** All equipment, materials, software or data of every description Swope provides to operate the Programs will remain the property of Swope, and Swope will have access to the sites to remove such property upon termination or expiration of this MOU, whichever is earlier.

#### **Article 17. SUBCONTRACTS**

- 17.1 **Use of Subcontractors.** Swope may not subcontract any portion of the services to be provided to Crossroads Charter School without Crossroads Charter School’s prior written consent, which Crossroads Charter School is not required to give.

**Article 18. SWOPE’S REPRESENTATIONS AND WARRANTIES**

- 18.1 **Non-Discrimination.** During the performance of its obligations under this MOU, Swope agrees that it will not discriminate against any person on the basis of sex, race, religion, color, national origin, ancestry, age, disability, sexual orientation, gender identity, genetic information or any other factor prohibited by law or based upon a belief that such a factor exists.
- 18.2 **Compliance with Laws.** During the performance of its obligations under this MOU, Swope agrees to conduct its activities in strict compliance with all applicable federal, state, and local laws and regulations, as well as Crossroads Charter School’s policies and procedures. Swope warrants that it has done all things necessary for the Programs to meet the requirements of all applicable laws, rules, regulations and guidelines in Missouri, and hereby agrees to exert best faith efforts to do all things necessary for the Program to continue to meet such requirements.
- 18.3 **No Enticement.** Swope has not offered or given anything of value to Crossroads Charter School’s employees to entice Crossroads Charter School to enter into this MOU.
- 18.4 **Secular Purpose.** Swope acknowledges, agrees and warrants that all services provided under this MOU shall have a secular, non-religious purpose. Swope acknowledges that Crossroads Charter School, by entering into this MOU, is not endorsing and does not intend to endorse, any particular church or religion. Any attempt by Swope to include any religious content into the summer school curriculum will be cause for immediate termination of this MOU.
- 18.5 **Service Warranty.** Swope warrants that all individuals assigned to provide services related to the Program will have the expertise, skills and training to perform the services in a professional manner.

**Article 19. RECORDS, ACCOUNTING AND EVALUATIONS OF SERVICES**

- 19.1 **Maintenance of Books and Records.** Swope will conduct the Programs in such a manner as to enable Crossroads Charter School to comply with the fiscal stewardship obligations imposed by Missouri law and DESE. Sufficient and accurate books and records will be kept, including but not limited to: a) proof of teacher certification; b) documentation of each student’s daily hours of attendance; c) criminal background checks and Family Care Safety Registry information for any and all personnel; d) documentation of student residence; and e) any other information that is or may be required by Crossroads Charter School or DESE. Swope will allow Crossroads Charter School reasonable access to any books, records or documentation required under this MOU upon demand.

- 19.2 **Evaluation of Program.** At the end of the Programs, Swope will prepare an evaluation report summarizing services provided with supporting data as to the effectiveness of those services.
- 19.3 **Parent Satisfaction Surveys.** Swope will provide to the Crossroads Charter School copies of Parent Satisfaction Surveys completed by parents at the end of the program.

**Article 20. CONFIDENTIALITY**

- 20.1 **Student Information.** Swope agrees that all documents which include personally identifiable information contained in or derived from a student's educational records are deemed confidential pursuant to FERPA. Swope agrees not to re-disclose any such personally identifiable information without the prior written consent of the student's parent or the student (if the student has reached the age of eighteen) or unless re-disclosure is otherwise authorized by law. This provision shall survive expiration or termination of this MOU.
- 20.2 **Crossroads Charter School Information.** Swope agrees to keep confidential and not to disclose to any third parties any information provided by Crossroads Charter School pursuant to this MOU without prior consent. This provision shall survive expiration or termination of this MOU.

**Article 21. INSURANCE**

Swope shall maintain such insurance as will protect it from claims which may arise out of or result from its obligations under this MOU as follows:

- 21.1 **Workers' Compensation.** Swope agrees to maintain workers' compensation insurance as required by the Revised Statutes of Missouri throughout the Term of this MOU, including employer's liability with limits of not less than \$500,000 each for bodily injury by accident and bodily injury by disease.
- 21.2 **General Liability.** Swope agrees to maintain insurance throughout the Term of this MOU with the following coverages and minimum limits of liability:
  - (i) General liability insurance with not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
  - (ii) Automobile liability insurance coverage of not less than \$1,000,000;
  - (iii) Umbrella and/or excess liability coverage of not less than \$1,000,000;
  - (iv) Employer Liability and/or worker's compensation in the amounts required by the State of Missouri; and

(v) Professional liability/errors and omissions liability coverage of not less than \$1,000,000.

Crossroads Charter School shall be named as an additional insured on all such policies and receive written notification from Swope's insurance carrier of any termination of coverage not less than thirty (30) days prior to the termination of such insurance. In addition to the foregoing, Crossroads Charter School shall be further named on each of the foregoing policies as a primary, noncontributing additional insured, including products liability and operations, excluding worker's compensation and employer liability coverages. In the event the insurance coverage obtained by Swope is terminated prior to the expiration of the term of this MOU, Crossroads Charter School may, at its sole discretion (i) terminate this MOU by delivery of written notice of such termination to Swope; or (ii) obtain insurance coverage in satisfaction with this Paragraph 21.2 and the cost incurred by Crossroads Charter School to secure such insurance coverages will be deducted from the monthly payments made by Crossroads Charter School to Swope pursuant to Article 10.

- 21.3 **No Waiver.** Nothing contained herein shall not be deemed a relinquishment or waiver of any sovereign immunity enjoyed by Crossroads Charter School.
- 21.4 **Proof of Insurance.** Crossroads Charter School requires proof of insurance prior to services being performed. Failure by Swope to provide any insurance as requested will not relieve it of any contractual obligation or responsibility, and will be cause to terminate this MOU immediately.

## **Article 22. INDEMNIFICATION**

- 22.1 **Swope Liability.** To the fullest extent allowed by law, Swope agrees to indemnify and hold harmless the Crossroads Charter School, its directors, officers, agents and employees from and against all claims or losses including reasonable attorneys' fees, arising out of or resulting from the negligence or omissions of Swope, its employees, volunteers or agents in the provision of services under this MOU. Nothing contained herein shall be deemed a waiver of sovereign immunity, and Crossroads Charter School shall continue to enjoy all rights, claims and defenses available to it under law, to specifically include Mo. Rev. Stat. §537.600, et seq.

## **Article 23. NOTICE**

Communications relating to this MOU should be sent to the following addresses:

Crossroads Charter School:  
Crossroads Charter School  
Attention:  
1011 Central St.

Kansas City, Missouri 64105  
Telephone: 816-221-2600

With a copy to:

Donald E. Maxwell, LLC  
Attention: Chief Legal Counsel  
4700 Belleview Ave., Suite 404  
Kansas City, Missouri 64112  
Telephone: 816-421-2021

Swope:

Swope Corridor Renaissance/Upper Room, Inc.  
Attention: Lee Barnes, Jr.  
Mary L. Kelly Center  
2803 E. 51<sup>st</sup> Street  
Kansas City, Missouri 64130  
Telephone: 816-363-3819

#### **Article 24. GENERAL**

- 24.1 **Successors and Assignments.** Swope and any partners, successors, executors, administrators and representatives are bound to Crossroads Charter School in respect to all terms, covenants, agreements and obligations hereunder. This MOU shall not be assigned by either Crossroads Charter School or Swope without the prior written consent of the other party.
- 24.2 **Governing Law.** This MOU is governed by and constructed in accordance with the laws of the state of Missouri without regard to any conflict of laws provision. The parties waive any objection to the venue of any action arising under this MOU, which is brought in the federal or state courts located in the state of Missouri and waive any claim that such action has been brought in an inconvenient forum.
- 24.3 **Force Majeure.** Neither Crossroads Charter School or Swope shall be liable if the performance of any part or all of this MOU is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either party's control and which cannot be overcome by reasonable diligence and without unusual expense.



- 24.4 **Survival.** All representations, warranties and statements of indemnification shall survive termination or cancellation of the MOU.
- 24.5 **No Third Party Beneficiaries.** This MOU does not and is not intended to confer any rights or remedies upon any person other than Crossroads Charter School and Swope.
- 24.6 **Amendments.** The MOU may be altered, amended, changed or modified only by written amendment executed by authorized representatives of Crossroads Charter School and Swope.
- 24.7 **Exhibits.** Crossroads Charter School and Swope agree that if there are any conflicting terms and conditions between this MOU and any exhibits, then the terms and conditions of this MOU shall prevail.
- 24.8 **Entire Understanding.** This MOU constitutes the entire understanding between Crossroads Charter School and Swope, and supersedes all prior agreements, discussions and correspondence.

**CROSSROADS CHARTER SCHOOLS**

By:

Name: Dean Johnson

Title: Executive Director

Date:

**SWOPE CORRIDOR RENAISSANCE/UPPER  
ROOM, INC.**

By:

Name: Lee Barnes, Jr.

Title: Interim Executive Director

Date:

**Exhibit A**

**Swope Corridor Renaissance/Upper Room, Inc.**  
**SUMMER SCHOOL 2017 PROJECTION**  
 FY 2017-18

	<u>CROSSROADS DS CHARTER SCHOOL</u>	<u>NON-CROSSROADS CHARTER SCHOOL</u>	<u>TOTAL</u>
<b><u>1st Session: 6 Weeks (June 5 - July 14) - 28 days</u></b>			
Instructional Hours: 8:00 am - 3:30 pm; Lunch Period - 30 minutes			
Enrollment	2,100	500	2,600
Number of Days	28	28	28
Hours/Student @ 7.0 hrs./day	196	196	196
Estimated Total Hours @ 76% ADA rate (based on 1980 ADA)	312,816	74,480	387,296
* Average Daily Attendance (ADA)	300	71	71
<b><u>2nd Session: 2 Weeks (July 17 - July 28) - 10 days</u></b>			
Instructional Hours: 8:00 am - 3:30 pm; Lunch Period - 30 minutes			
Enrollment	2,100	500	2,600
Number of Days	10	10	10
Hours/Student @ 7.0 hrs./day	70	70	70
Estimated Total Hours @ 76% ADA rate (based on 1980 ADA)	111,720	26,600	138,320
* Average Daily Attendance (ADA)	107	25	132
<b>** Rate per ADA - 6 weeks</b>	\$ 8,200	\$ 3,937	
<b>1st Session: Summer School Payment - 6 weeks</b> (a)	\$ 2,460,000	\$ 279,527	\$ 2,739,527
<b>*** Rate per ADA - 2 weeks</b>	4,966	4,966	
<b>2nd Session: Summer School Payment - 2 weeks</b> (b)	531,362	124,150	655,512
Total Summer School Payment (c = a + b)	2,991,362	403,677	3,395,039
Less: Sponsor Fee (1st Session) @ 12.5% (a x 12.5%)	307,500	34,941	342,441
Net Annual Payment	<u>\$ 2,683,862</u>	<u>\$ 368,736</u>	<u>\$ 3,052,598</u>
Estimated Monthly Payment	<u>\$ 223,655</u>	<u>\$ 30,728</u>	<u>\$ 254,383</u>

\* Payment will be adjusted based on actual average daily attendance submitted and approved by DESE.  
 \*\* 1st Session: Fixed Rate of \$8,200 applies only to Crossroads Charter School students; non- Crossroads Charter School students will be paid \$3,937.  
 \*\*\* 2nd Session: Fixed Rate of \$4,966 applies to Crossroads Charter School and non- Crossroads Charter School students.

**EXHIBIT B**

**FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT**

I, Lee Barnes, Jr., being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age and have first-hand knowledge of the matters set forth herein.
2. I am employed by Swope Corridor Renaissance/Upper Room, Inc. (“**Company**”) and have authority to issue this affidavit on its behalf.
3. The Company is enrolled in and participating in E-Verify with respect to the Company’s employees working in connection with the services the Company is to provide to the District, to the extent allowed by E-Verify.
4. The Company does not knowingly employ any person who is an unauthorized alien in connection with the services the Company is to provide to the District.

By:  
Lee Barnes, Jr.

For:  
Swope Corridor Renaissance/Upper Room, Inc.

Title: Interim Executive Director

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

Notary Public

Printed Name

My Commission Expires: