



# Crossroads Charter Schools

## July Board Meeting

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### **Date and Time**

Monday July 22, 2019 at 5:00 PM CDT

### **Location**

816 Broadway Blvd. Kansas City, MO

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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 June Board Meeting on June 24, 2019

**D.** Approve Special Board Meeting Minutes

Approve minutes for Special Board Meeting on June 3, 2019

#### **II. Financials**

Advisory

**A.** June Financial Report

- B.** June Check Register
- C.** Commerce Bridge Loan
- D.** Entegrity Proposal

**III. Governance**

- A.** Draft 2018-19 UCM Annual Oversight Review
- B.** Preparation for Board Retreat

**IV. 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 - July 2019.pdf

## Admin. Board Report 2018 – 2019 SMART Goals

Goal	SMART GOAL	CURRENT STATUS
#1	Students will master <b>85%</b> of targeted learning goals by June 2019	81.2%
#2	2017 ELA score: 64% 2017 Math score: 42% 2017 Science score: 51%	2018 ELA score: 51.2% 2018 Math score: 36.4% 2018 Science score: N/A
#3	Students will maintain an attendance rate of <b>95%</b> during the 2018-2019 school year	94.96%
#4	Have <b>\$25,000</b> of income/expense for FY19	\$264,486
#5	Raise <b>\$1,860,000</b> to fully fund Supplemental Operating Expenses by July 30, 2018	\$1,807,683 committed

### Academic Report

I'd like to highlight how our CCS community has come together to tackle the difficult work of equity and diversity.

This year, each building created an equity committee that worked on how to make their school a more equitable place for both students and staff. Each building selected their focus for the year and had activities, PD, and discussions around that topic. In addition, we met as a district equity committee each quarter to share best practices, learn from outside consultants, and celebrate our growth.

At the final district equity committee meeting, staff discussed some overall wins for this year:

1. The staff understands that equity transcends just race. This particular school focused on equity for students with complex trauma. They saw a difference in how staff approached students and staff often reached out for suggestions/support from colleagues.
2. Staff at one particular school enjoyed the group professional development with an outside consultant. It was great hearing from an expert in the field to reassure them that they are on the right track.
3. Staff created a welcoming environment for all marginalized students (students of color, LGBTQ, mental illness, etc.). Students feel safe to be themselves and others will stand up for them when there is conflict/confusion.

According to this [article](#), there are four best strategies for developing equity in schools:

- #1. **Encourage staff members to talk about issues of diversity, values, and social justice.**
- #2. **Model equity beliefs for staff members.**
- #3. **Clarify misconceptions about equity.**
- #4. **Create a safe, affirming school environment.**

I am so proud of our administrators for leading this work and for our staff for having the courage to be vulnerable and honest in pursuing this goal of educational equity!

## Operations Report

Student Enrollment	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
<b>CACS: Goal 326</b>	329	325	325	331	334	338	337	337	334	334	312
<b>CAQH: Goal 278</b>	270	273	273	273	268	269	275	272	270	269	217
<b>CPA: Goal 190</b>	197	197	197	194	189	198	197	196	195	195	127

• Current Enrollment Numbers

FY19 YTD INCOME	FY19 YTD EXPENSES	FY19 YTD Income/Expense
\$12,665,850	\$12,401,364	\$264,486

### Facilities Updates

Crossroads administration is working with MC Realty, BNIM, Turner Construction and Entegry to plan major capital facilities repairs and maintenance at all three schools. The more significant projects include HVAC replacement at Central Street, exterior window repair/replacement at Quality Hill and exterior painting/wood rot repair at Crossroads Prep. Additionally, work is underway on preparations for the Sixth Grade Center at Central Street and expanding into the 5th floor of the Thayer Building.

### Human Resources

Hiring is wrapping up for the 2019-2020 school year. There are some remaining positions that are posted online. All of the job descriptions can be found on the website at <http://www.crossroadsschoolskc.org/careers>.

## 2018-19 Development Report

FY18 Development Report	Committed Operational	Off-Budget	CPA Capital	Future Capital Commitments
Grants Received FY18				
Sherman Family Foundation			\$250,000	\$225,000
Healthcare Foundation	\$6,179			
Oppenstein Brothers Foundation				
Kauffman Foundation	\$324,975			
SchoolSmartKC	\$785,000			
Kirk Family Foundation	\$15,000		\$100,000	\$200,000
Stanley H. Durwood Foundation	\$50,000			
Google	\$7,500			
Ron Cattelino - Music Program Grant	\$10,000			
Martin Wallis Fund	\$10,000			
SS&C (formerly DST Systems)	\$125,000			
Francis Family Foundation	\$5,000			
Spencer Fane	\$15,000			
Francis Family (David Francis Discretionary)			\$148,000	\$100,000
Royals Charities				
Early Education Grant Fund (pace)	\$50,000			
U.S. Dept of Education - CSP Grant				\$845,000
Hall Family Foundation			\$600,000	
The Sosland Foundation			\$25,000	\$75,000
W.T.Kemper Family Foundation			\$1,000,000	
Jedel Foundation			\$10,000	
11th St. Neighborhood TIF fund				\$302,250
E-Rate Program			\$23,207	
Gary Dickinson Family Foundation (CPA)			\$50,000	
Oppenstein Brothers Foundation				\$25,000

R and C Charitable Foundation			\$12,000	
<b>Fundraisers</b>				
Fall Fundraiser	\$154,449			
Spring Fundraiser				
<b>Other Giving</b>				
Leverage Loan Interest	\$43,752			
CAKC Real Estate	\$173,653			
Individuals (non-fundraiser)	\$32,175			
<b>Totals</b>	<b>\$1,807,683</b>		<b>\$2,218,207</b>	<b>\$1,772,250</b>
2018-19 Operational Fundraising Goal	\$1,860,000			
% of 2018-19 Goal Committed-to-Date	97.2%			
<b>Pending Requests</b>				
Bloch Family Foundation			\$750,000	

# Coversheet

## Approve Minutes

**Section:** I. Opening Items  
**Item:** C. Approve Minutes  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for June Board Meeting on June 24, 2019

APPROVED



# Crossroads Charter Schools

## Minutes

### June Board Meeting

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#### Date and Time

Monday June 24, 2019 at 5:00 PM

#### Location

816 Broadway Boulevard, Kansas City, MO 64105

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#### Trustees Present

B. Sweetman, D. Yoder, J. Williams, P. Crawford, R. Moore

#### Trustees Absent

D. Charity, G. Valdovino, R. Cattelino

#### Guests Present

C. Hughley, T. McDowell

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### I. Opening Items

#### A. Record Attendance and Guests

#### B. Call the Meeting to Order

B. Sweetman called a meeting of the board of trustees of Crossroads Charter Schools to order on Monday Jun 24, 2019 at 5:05 PM.

#### C. Approve Minutes



R. Moore made a motion to approve minutes from the May Board Meeting on 05-20-19  
May Board Meeting on 05-20-19.

P. Crawford seconded the motion.

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

## II. Finance

### A. May Financial Report

Total Revenue: \$11,702,049

Total Expense: \$11,328,080

Net: \$373,969

### B. May Check Register

J. Williams made a motion to approve the May check register.

P. Crawford seconded the motion.

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

### C. FY20 Insurance Review

The costs stayed pretty flat for the most part. The biggest area for savings was in changing the deductible structure. The Deadly Weapons and Educators Legal were increased this year to \$2,000,000 coverage. The finance committee reviewed.

### D. FY20 Budget

R. Moore made a motion to approve the FY20 budget.

J. Williams seconded the motion.

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

Biggest changes to the budget include ELL count and refining summer school payment schedule. There was also some change in WADA. This budget is just a look at the operating budget, not capital. Courtney explained some of the expected capital revenue and expenses.

## III. Facilities

### A. Summer Construction Update

Courtney Hughley explained the work at all 3 buildings:

- Quality Hill: repair wood rot on porch
- Thayer: exterior renovations, safety enhancements and 5th floor renovations
- Central Street: preparing for 6th Grade Center

Work has started in all buildings and is on-time and budget.

## IV. Operations

#### **A. Interim Executive Director**

J. Williams made a motion to approve Tysie McDowell-Ray as interim Executive Director.

R. Moore seconded the motion.

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

#### **V. Governance**

##### **A. August 17th Board Retreat Update**

Beth Sweetman recently received agenda from Charter Board Partners. We will review in-depth in July meeting. Courtney Hughley and Beth Sweetman will review options for having board retreat replace meeting in July or August.

#### **VI. Closed Session**

##### **A. Pursuant to 610.021. (2)**

R. Moore made a motion to enter into closed session.

P. Crawford seconded the motion.

Roll Call Vote:

- B. Sweetman - Aye
- D. Yoder - Aye
- R. Moore - Aye
- J. Williams - Aye
- P. Crawford - Aye

Entered closed session at 5:50 p.m.

P. Crawford made a motion to exit closed session.

R. Moore seconded the motion.

Roll Call Vote:

- B. Sweetman - Aye
- D. Yoder - Aye
- R. Moore - Aye
- J. Williams - Aye
- P. Crawford - Aye

Exited closed session at 6:00 p.m.

#### **VII. Closing Items**

**A. Adjourn Meeting**

J. Williams made a motion to adjourn the meeting.

D. Yoder seconded the motion.

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

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:01 PM.

Respectfully Submitted,

C. Hughley

# Coversheet

## Approve Special Board Meeting Minutes

**Section:** I. Opening Items  
**Item:** D. Approve Special Board Meeting Minutes  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for Special Board Meeting on June 3, 2019

APPROVED



## Crossroads Charter Schools

# Minutes

## Special Board Meeting

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### Date and Time

Monday June 3, 2019 at 5:00 PM

### Location

816 Broadway Blvd. Kansas City, MO

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### Trustees Present

B. Sweetman, D. Charity, D. Yoder (remote), G. Valdovino, J. Williams, P. Crawford, R. Cattelino, R. Moore

### Trustees Absent

*None*

### Trustees who arrived after the meeting opened

G. Valdovino

### Guests Present

C. Hughley, D. Johnson, R. Uptergrove

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## I. Opening Items

### A. Record Attendance and Guests

### B. Call the Meeting to Order

B. Sweetman called a meeting of the board of trustees of Crossroads Charter Schools to order on Monday Jun 3, 2019 at 5:00 PM.

## II. Educational Excellence

### A. Pre-K MOU

R. Moore made a motion to Approve.

R. Cattelino seconded the motion.

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

G. Valdovino arrived.

## III. Facilities

### A. Design/Build Team Selection

R. Cattelino made a motion to Approve.

P. Crawford seconded the motion.

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

### B. Entegrity SOW

### C. 2019 Summer Construction

R. Moore made a motion to Approve.

R. Cattelino seconded the motion.

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

## IV. Closing Items

### A. Volunteer Appreciation Happy Hour

### B. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 5:50 PM.

Respectfully Submitted,

R. Uptergrove

R. Cattelino made a motion to adjourn the meeting.

J. Williams seconded the motion.

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

# Coversheet

## June Financial Report

**Section:** II. Financials  
**Item:** A. June Financial Report  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** CROSS - School Presentation - 06 30 2019 .pdf



**Crossroads Charter Schools**

# **June 2019 Financials**

PREPARED **JULY 2019** BY





- **Key Performance Indicators**
- **Forecast Overview**
- **Cash Forecast**
- **Forecast History**
- **Appendix: Financials**

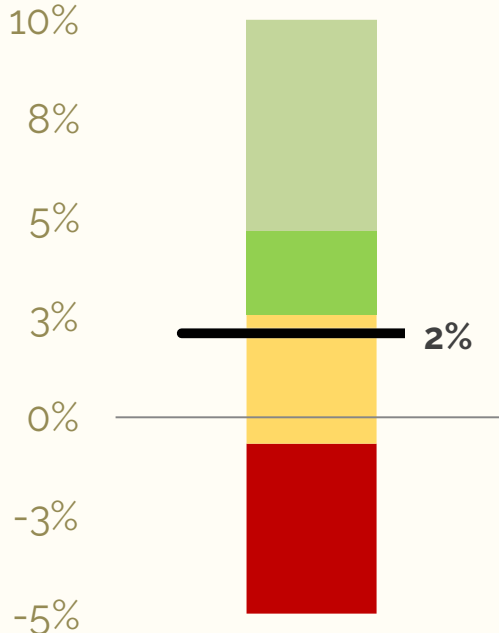
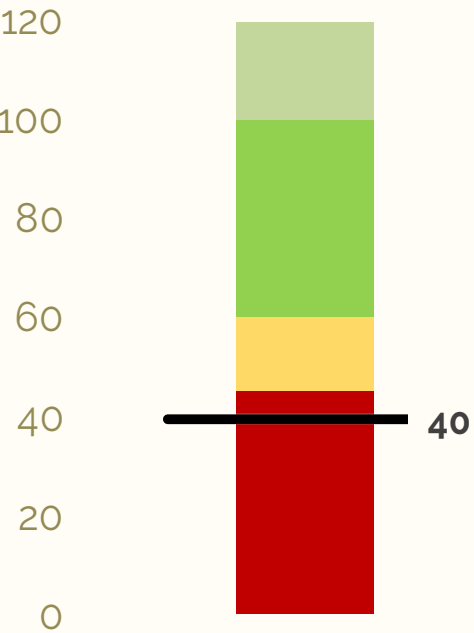
# Key Performance Indicators

## Days of Cash

Cash balance at year-end divided by average daily expenses

## Gross Margin

Revenue less expenses, divided by revenue



### DAYS OF CASH AT YEAR'S END

The school's 40 days of year-end cash is below the recommended 60 days.

### 2% GROSS MARGIN

The forecasted net income is \$264k, which is \$239k above the budget. It yields a 2% gross margin.

# Forecast Overview

Forecast      Budget      Variance      Variance Graphic      Comments

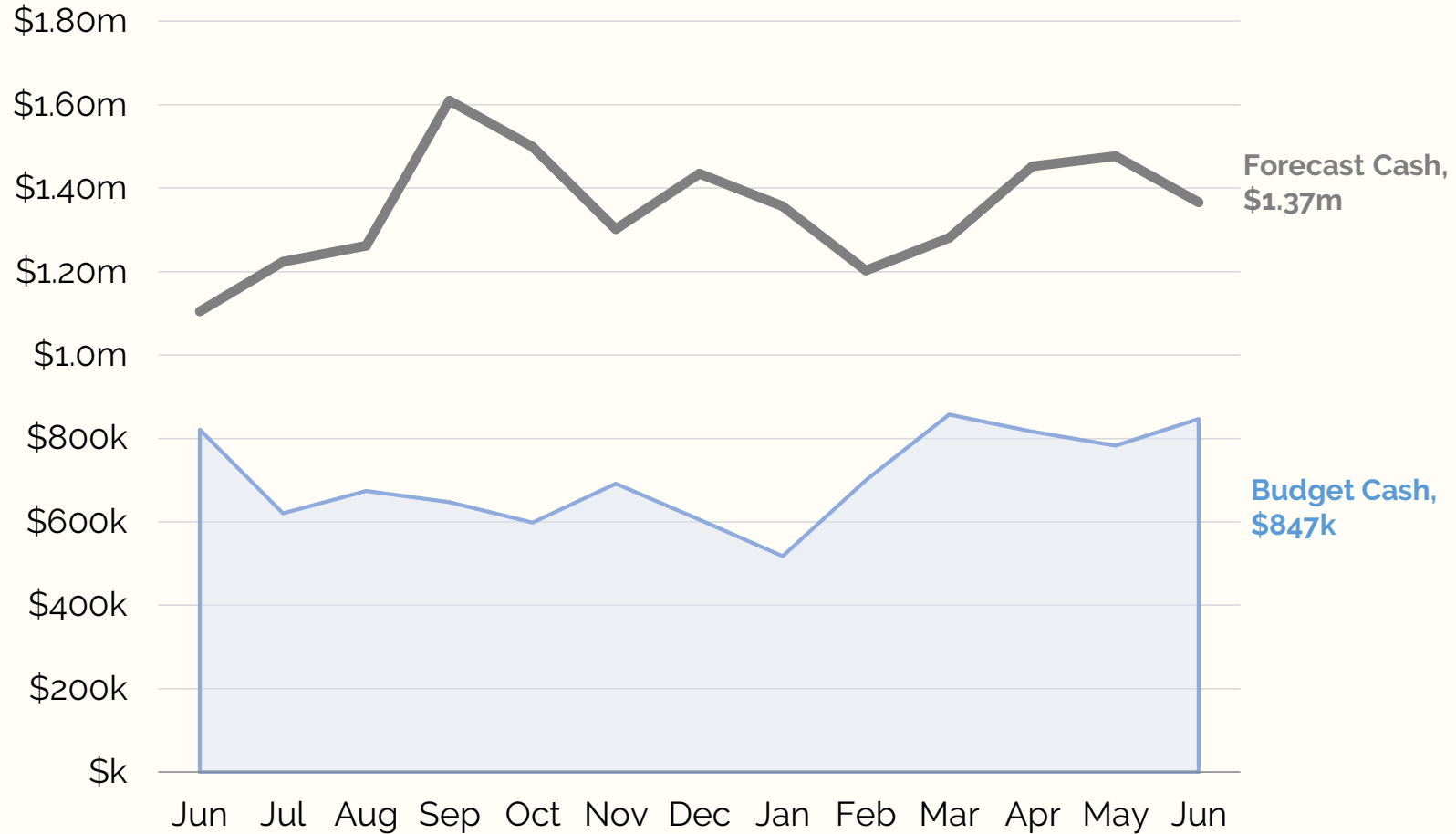
Revenue	12,665,850	11,628,137	<b>1,037,713</b>		Capital Revenue of \$1,053,276 included in forecast.
Expenses	12,401,364	11,602,557	<b>(798,808)</b>		Capital expense of \$907k included in forecast
Net Income	264,486	25,580	<b>238,906</b>		Net Income without Capital is \$118k
Cash Flow Adjustments	(3,354)	0	<b>(3,354)</b>		
Change in Cash	261,131	25,580	<b>235,551</b>		

# Cash Flow Forecast

## 40 Days of Cash at year's end

We forecast the school's year ending cash balance as **\$1.37m**, **\$519k** above budget.

The school's ending FY 18 cash balance was inflated to some degree by capital raised for Thayer that wasn't expensed as of 6/30/18. That being said, current FY 19 projected cash is favorable to budget due to state revenue paying \$100/WADA more than budget.



# Forecast History of June 30, 2019 Cash Balance

Source	Days of Cash at 6/30/19	Change	Description of change
Budget	<b>26</b>		From SY18-19 Budget
Jul	<b>80</b>	54	because
Aug	<b>32</b>	-49	bc
Sep	<b>32</b>	0	bc
Oct	<b>29</b>	-3	
Nov	<b>30</b>	2	Adjusted forecast based on actual spending for FY19.
Dec	<b>28</b>	-3	Forecast adjusted to reflect revenue and expense projections
Jan	<b>26</b>	-2	
Feb	<b>26</b>	0	
Mar	<b>29</b>	2	
Apr	<b>28</b>	-1	
May	<b>36</b>	8	Includes ADJ to Capital and expenses
Jun	<b>40</b>	4	Includes ADJ to Capital and expenses

	Actual	Budget	Variance	Forecast	Budget	Variance	Remaining
<b>Revenue</b>							
Local Revenue	3,758,164	2,699,752	1,058,412	3,758,164	2,699,752	1,058,412	-
State Revenue	8,325,883	8,270,508	55,375	8,325,883	8,270,508	55,375	-
Federal Revenue	581,803	657,877	(76,074)	581,803	657,877	(76,074)	-
<b>Total Revenue</b>	<b>12,665,850</b>	<b>11,628,137</b>	<b>1,037,713</b>	<b>12,665,850</b>	<b>11,628,137</b>	<b>1,037,713</b>	<b>1</b>
<b>Expenses</b>							
Salaries	5,132,120	5,218,656	86,535	5,132,120	5,218,656	86,535	-
Benefits and Taxes	1,516,220	1,545,960	29,740	1,516,220	1,545,960	29,740	-
Staff-Related Costs	124,081	102,800	(21,281)	124,081	102,800	(21,281)	-
Rent	602,264	797,880	195,616	602,264	797,880	195,616	-
Occupancy Service	2,024,372	1,471,119	(553,253)	2,024,372	1,471,119	(553,253)	-
Student Expense, Direct	1,130,408	862,564	(267,844)	1,130,408	862,564	(267,844)	-
Student Expense, Indirect	243,104	265,000	21,896	243,104	265,000	21,896	-
Office & Business Expense	769,090	685,080	(84,010)	769,090	685,080	(84,010)	-
Transportation	667,069	653,498	(13,571)	667,069	653,498	(13,571)	-
<b>Total Ordinary Expenses</b>	<b>12,208,728</b>	<b>11,602,557</b>	<b>(606,172)</b>	<b>12,208,728</b>	<b>11,602,557</b>	<b>(606,172)</b>	-
Net Operating Income	457,121	25,580	431,542	457,121	25,580	431,542	-
<b>Extraordinary Expenses</b>							
Interest	192,636	-	(192,636)	192,636	-	(192,636)	-
<b>Total Extraordinary Expenses</b>	<b>192,636</b>	<b>-</b>	<b>(192,636)</b>	<b>192,636</b>	<b>-</b>	<b>(192,636)</b>	-
<b>Total Expenses</b>	<b>12,401,364</b>	<b>11,602,557</b>	<b>(798,808)</b>	<b>12,401,364</b>	<b>11,602,557</b>	<b>(798,808)</b>	<b>2</b>
<b>Net Income</b>	<b>264,486</b>	<b>25,580</b>	<b>238,906</b>	<b>264,486</b>	<b>25,580</b>	<b>238,906</b>	<b>3</b>
Cash Flow Adjustments	(3,354)	-	(3,354)	(3,354)	-	(3,354)	4
<b>Change in Cash</b>	<b>261,131</b>	<b>25,580</b>	<b>235,551</b>	<b>261,131</b>	<b>25,580</b>	<b>235,551</b>	<b>5</b>

**1 REVENUE: \$1M AHEAD**

Capital Revenue of \$1.053m included in forecast. REV is \$15k behind budget without capital.

**2 EXPENSES: \$799K BEHIND**

Capital expense of \$907k included. EXP are \$100k ahead without capital.

**3 NET INCOME: \$239K ahead**

**4 CASH ADJ: \$3K BEHIND**

**5 NET CHANGE IN CASH: \$236K AHEAD**

	Actual												Forecast
Income Statement	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	TOTAL
Revenue													
Local Revenue	387,492	358,181	417,770	308,458	582,147	418,974	97,351	84,107	136,762	446,852	340,278	179,792	3,758,164
State Revenue	550,777	547,142	900,980	688,931	761,701	679,452	697,026	675,441	779,232	664,441	685,911	694,849	8,325,883
Federal Revenue	3,809	0	65,080	63,947	40,961	45,651	71,885	40,789	64,010	60,376	36,136	89,159	581,803
<b>Total Revenue</b>	<b>942,077</b>	<b>905,323</b>	<b>1,383,830</b>	<b>1,061,336</b>	<b>1,384,808</b>	<b>1,144,077</b>	<b>866,262</b>	<b>800,336</b>	<b>980,005</b>	<b>1,171,670</b>	<b>1,062,325</b>	<b>963,800</b>	<b>12,665,850</b>
Expenses													
Salaries	368,866	405,558	434,086	450,098	433,826	434,851	437,456	429,862	435,681	426,190	432,908	442,738	5,132,120
Benefits and Taxes	117,378	121,517	126,380	127,200	123,231	125,614	129,979	130,068	129,336	126,196	129,582	129,739	1,516,220
Staff-Related Costs	19,498	5,083	12,056	6,613	4,995	4,576	4,125	16,832	1,610	33,411	17,988	-2,705	124,081
Rent	46,072	53,432	49,618	48,943	50,199	50,919	49,684	50,469	80,354	37,597	43,627	41,352	602,264
Occupancy Service	40,606	135,981	169,681	189,119	730,927	210,635	89,965	87,982	73,244	121,107	76,225	98,901	2,024,372
Student Expense, Direct	70,699	97,366	132,595	120,465	76,798	71,706	77,844	109,390	59,125	110,078	82,353	121,989	1,130,408
Student Expense, Indirect	0	0	26,966	34,169	26,218	18,771	18,582	14,147	18,502	29,722	25,888	30,138	243,104
Office & Business Expense	86,980	86,691	50,904	53,787	47,247	47,733	72,309	66,572	56,348	60,923	55,154	84,441	769,090
Transportation	0	2,458	88	119,876	70,901	55,852	62,925	51,881	45,122	52,048	79,226	126,693	667,069
Interest	20,461	21,063	21,054	21,303	22,200	-11,838	0	0	0	0	98,394	0	192,636
Total Ordinary Expenses	770,560	929,151	1,023,428	1,171,572	1,586,541	1,008,820	942,870	957,202	899,322	997,270	1,041,345	1,073,284	12,401,364
<b>Total Expenses</b>	<b>770,560</b>	<b>929,151</b>	<b>1,023,428</b>	<b>1,171,572</b>	<b>1,586,541</b>	<b>1,008,820</b>	<b>942,870</b>	<b>957,202</b>	<b>899,322</b>	<b>997,270</b>	<b>1,041,345</b>	<b>1,073,284</b>	<b>12,401,364</b>
<b>Net Income</b>	<b>171,518</b>	<b>-23,828</b>	<b>360,402</b>	<b>-110,236</b>	<b>-201,733</b>	<b>135,257</b>	<b>-76,608</b>	<b>-156,866</b>	<b>80,682</b>	<b>174,400</b>	<b>20,981</b>	<b>-109,484</b>	<b>264,486</b>
Cash Flow Adjustments	-52,729	63,096	-13,141	-794	5,009	-2,153	-1,459	2,382	-2,141	-3,041	3,566	-1,949	-3,354
<b>Change in Cash</b>	<b>118,789</b>	<b>39,268</b>	<b>347,261</b>	<b>-111,030</b>	<b>-196,724</b>	<b>133,104</b>	<b>-78,067</b>	<b>-154,484</b>	<b>78,542</b>	<b>171,359</b>	<b>24,546</b>	<b>-111,432</b>	<b>261,131</b>

	Previous Year End	Current
	6/30/2018	6/30/2019

**Assets**

## Current Assets

Cash	1,104,449	1,365,580
Intercompany Transfers	0	0
<b>Total Current Assets</b>	<b>1,104,449</b>	<b>1,365,580</b>

<b>Total Assets</b>	<b>1,104,449</b>	<b>1,365,580</b>
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**Liabilities and Equity****Liabilities**

## Current Liabilities

Other Current Liabilities	-33,084	-36,297
Accounts Payable	4,422	4,281
<b>Total Current Liabilities</b>	<b>-28,662</b>	<b>-32,016</b>

Total Long-Term Liabilities	0	0
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<b>Total Liabilities</b>	<b>-28,662</b>	<b>-32,016</b>
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**Equity**

Unrestricted Net Assets	1,133,109	1,133,109
Net Income	0	264,486

<b>Total Equity</b>	<b>1,133,109</b>	<b>1,397,594</b>
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# QUESTIONS?

Please contact your EdOps Finance Specialist:

Paul Greenwood

[paul@ed-ops.com](mailto:paul@ed-ops.com)

415-359-3995

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# Coversheet

## June Check Register

**Section:** II. Financials  
**Item:** B. June Check Register  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** CheckRegisterbyType.pdf

Crossroads Charter Schools  
07/19/2019 12:11 PM

**Check Register by Type**

Page: 1  
User ID: PAUL

<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>	
1603823	06/03/2019	X			COMMERCE	COMMERCE BANK	3,261.61	
1603824	06/03/2019	X			CAKCESTAT	CROSSROADS REAL ESTATE COMPANY	27,899.00	
1603825	06/26/2019	X			ATT	AT&T	1,045.75	
1603826	06/30/2019	X			UHCBS	UHCBS REIMBURSEMENT	3,177.98	
1603827	06/04/2019	X			BCBS	BLUE CROSS AND BLUE SHELDF OF KANSAS CITY	57,454.89	
1603828	06/30/2019	X			UNUM	UNUM LIFE INSURANCE COMPANY OF AMERICA	0.00	
1603829	06/05/2019	X			HVH	HISTORIC VIRGINIA HOTEL, LLC	0.00	
1603830	06/30/2019	X			KCPL	KCP&L	15,480.35	
1603831	06/21/2019	X			HARTFORD	THE HARTFORD INSURANCE COMPANY	3,221.50	
1603832	06/25/2019	X			HANOVER	THE HANOVER INSURANCE CO	0.00	
1603833	06/14/2019	X			GOOGLEF	GOOGLE FIBER	130.00	
1603834	06/12/2019	X			UNITED	UNITED HEALTH CARE INSURANCE COMPANY	821.91	
1603846	06/10/2019	X			COMMERCECC	COMMERCE BANK - COMMERCIAL CARDS	19,643.01	
1603847	06/26/2019	X			PAYLOCITY	PAYLOCITY	202.05	
Checking Account ID: 1					Void Total:	0.00	Total without Voids:	132,338.05
Check Type Total:		Automatic Payment			Void Total:	0.00	Total without Voids:	132,338.05

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<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>
72943239	06/06/2019	X			GENERALFIR	GENERAL FIRE SPRINKLER COMPANY, LLC	315.00
72943240	06/06/2019	X			YARDI	YARDI MARKETPLACE	53.46
72943241	06/06/2019	X			BRIDGGI	Bridging the Gap Interpreting	128.70
72943242	06/06/2019	X			BRIDGGI	Bridging the Gap Interpreting	128.70
72943243	06/06/2019	X			JRCO	JR & CO	645.96
72943244	06/06/2019	X			SUPERIOR	SUPERIOR MOVING AND STORAGE	300.00
72943245	06/06/2019	X			SLATER	JOYCE SLATER	100.00
72943246	06/06/2019	X			MARSHM	MARSH & MCLENNAN AGENCY, LLC INC	6,450.00
72943247	06/06/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	558.00
72943248	06/06/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	93.00
72943249	06/06/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	93.00
72943250	06/06/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	191.81
72943251	06/06/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	1,627.50
72943252	06/06/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	116.25
72943253	06/06/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	1,674.00
72943254	06/06/2019	X			THERMOTHR	THERMOTHREADZ	204.00
72943255	06/06/2019	X			MSHSAA	MISSOURI STATE HIGH SCHOOL ACTIVITIES ASSOCIATION	925.00
72943256	06/06/2019	X			WINNWOOD	Winnwood Skate Center	275.00
72943257	06/06/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	319.69
72943258	06/06/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	1,860.00
72943259	06/06/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	93.00
72943260	06/06/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	2,046.00
72943261	06/06/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	930.00
72943262	06/06/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	418.50
72943263	06/06/2019	X			SWOPE	SWOPE CORRIDOR RENAISSANCE/UPPER ROOM, INC.	18,803.03
72943524	06/06/2019	X			THYSSELEV	THYSSENKRUPP ELEVATOR CORP	331.59
72943769	06/06/2019	X			KCTG	DBA KANSAS CITY TRANSPORTATION GROUP INC	6,333.00
72943770	06/06/2019	X			YARDI	YARDI MARKETPLACE	1,033.38
72943771	06/06/2019	X			OTIS	OTIS ELEVATOR	519.54
72943772	06/06/2019	X			KCAV	KANSAS CITY AUDIO-VISUAL	1,090.00
72943773	06/06/2019	X			MEDELLIN	Medellin Landscaping & Gardening	112.00
72943774	06/06/2019	X			AMMICRO	American Micro Digital Document Management	45.00
72943775	06/06/2019	X			OSGOOD	CHRIS OSGOOD	39.36
72943776	06/06/2019	X			IRESQ	IResQ	691.50
72943777	06/06/2019	X			AMERDINING	AMERICAN FOOD & VENDING CORP	6,272.00
72944075	06/06/2019	X			MORIJEN	Jennifer Moriarty	139.64

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Payee Type: Vendor		Check Type: Check			Checking Account ID: 1		
Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Check Amount
72944076	06/06/2019	X			PARKKAR	KARIS PARKER	149.00
72944077	06/06/2019	X			YATES	YATES, LINDSAY	149.00
72944078	06/06/2019	X			FERGUSON	Ferguson Enterprises Inc # 215	191.65
72944079	06/06/2019	X			PAYPOOL	PAYPOOL	951.50
72944080	06/06/2019	X			DATAMAX	DATAMAX, INC	1,342.28
72944081	06/06/2019	X			DATAMAX	DATAMAX, INC	2,674.55
72944082	06/06/2019	X			DONALD	DONALD E MAXWELL, LLC	7,125.00
72944083	06/06/2019	X			EDOPS	EdOps	10,750.00
72944084	06/06/2019	X			AMAZON	AMAZON	1,400.19
72944085	06/06/2019	X			KELLY	KELLY SERVICES, INC	9,273.47
72949235	06/11/2019	X			MCREALTY	MC REALTY GROUP, LLC	5,000.00
72949236	06/11/2019	X			BNIM	BNIM, INC	11,664.73
72949237	06/11/2019	X			BNIM	BNIM, INC	240.00
72949238	06/11/2019	X			BNIM	BNIM, INC	899.80
72949239	06/11/2019	X			PLAZAACADE	THE PLAZA ACADEMY	1,050.00
72949240	06/11/2019	X			PLAZAACADE	THE PLAZA ACADEMY	850.00
72949241	06/11/2019	X			PLAZAACADE	THE PLAZA ACADEMY	1,100.00
72949242	06/11/2019	X			PLAZAACADE	THE PLAZA ACADEMY	1,050.00
72949243	06/11/2019	X			PLAZAACADE	THE PLAZA ACADEMY	1,050.00
72949244	06/11/2019	X			PLAZAACADE	THE PLAZA ACADEMY	1,100.00
72949245	06/11/2019	X			OTIS	OTIS ELEVATOR	1,589.58
72949246	06/11/2019	X			YARDI	YARDI MARKETPLACE	929.96
72949247	06/11/2019	X			OTIS	OTIS ELEVATOR	112.79
72949248	06/11/2019	X			BRIDGGI	Bridging the Gap Interpreting	128.70
72949249	06/11/2019	X			BRIDGGI	Bridging the Gap Interpreting	128.70
72949506	06/11/2019	X			GRAINGER	GRAINGER	178.29
72949699	06/11/2019	X			KPM	KPM CPA'S, P.C.	3,000.00
72949700	06/11/2019	X			YARDI	YARDI MARKETPLACE	535.85
72949701	06/11/2019	X			AMERDINING	AMERICAN FOOD & VENDING CORP	6,355.20
72949960	06/11/2019	X			SMITALY	ALYSE SMITH	24.79
72949961	06/11/2019	X			HINKSTA	STACEY SIEFKEN HINKLE	48.75
72949962	06/11/2019	X			LISEKAT	KATIE LISEO	121.50
72949963	06/11/2019	X			TIERNEY	TIERNEY OFFICE PRODUCTS	356.20
72949964	06/11/2019	X			AMAZON	AMAZON	1,967.51
72989379	06/18/2019	X			SPIRE	SPIRE	816.04
72989380	06/18/2019	X			KCBH	KANSAS CITY BEHAVIORAL HEALTH Holdco, LLC.	6,688.00
72989381	06/18/2019	X			NILESHOME	NILES HOME FOR CHILDREN	5,720.00
72989382	06/18/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	558.00
72989383	06/18/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	93.00
72989384	06/18/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	1,860.00
72989385	06/18/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	744.00
72989386	06/18/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	186.00
72989387	06/18/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	418.50
72989388	06/18/2019	X			K12ITC	K12 ITC, INC.	13,298.40
72989389	06/18/2019	X			MCREALTY	MC REALTY GROUP, LLC	7,665.48
72989390	06/18/2019	X			ISS	ISS FACILITY SERVICES - KC	1,679.46
72989391	06/18/2019	X			ISS	ISS FACILITY SERVICES - KC	1,185.84
72989392	06/18/2019	X			ISS	ISS FACILITY SERVICES - KC	1,489.02
72989393	06/18/2019	X			VEOLIA	VEOLIA ENERGY	550.35
72989394	06/18/2019	X			OMEGA	OMEGA DOOR AND HARDWARE INC.	96.25
72989395	06/18/2019	X			SHERWINWM	SHERWIN WILLIAMS	34.10
72989655	06/18/2019	X			SMITHEREEN	SMITHEREEN PEST MANAGEMENT	50.00
72989656	06/18/2019	X			SMITHEREEN	SMITHEREEN PEST MANAGEMENT	50.00
72989657	06/18/2019	X			SMITHEREEN	SMITHEREEN PEST MANAGEMENT	50.00
72989658	06/18/2019	X			SMITHEREEN	SMITHEREEN PEST MANAGEMENT	50.00
72989659	06/18/2019	X			SMITHEREEN	SMITHEREEN PEST MANAGEMENT	50.00
72989660	06/18/2019	X			DEFFEN	DEFFENBAUGH DISPOSAL SERV	256.84
72990013	06/18/2019	X			YARDI	YARDI MARKETPLACE	110.64

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<b>Payee Type: Vendor</b>		<b>Check Type: Check</b>			<b>Checking Account ID: 1</b>		
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72990014	06/18/2019	X			GRANDPL	The Grand Hall at Power & Light	1,385.00
72990015	06/18/2019	X			AMERDINING	AMERICAN FOOD & VENDING CORP	5,187.20
72990295	06/18/2019	X			CLAYADR	ADRIANNE CLAYTON	39.95
72990296	06/18/2019	X			LISEKAT	KATIE LISEO	121.50
72990297	06/18/2019	X			VANDMOR	MORIAH VANDERBURG	244.55
72990298	06/18/2019	X			WILLERI	ERIKA WILLIAMS	267.24
72990299	06/18/2019	X			CANTEMI	EMILY CANTERNA	475.00
72990300	06/18/2019	X			21STCENT	21ST CENTURY THERAPY, P.C.	1,332.50
72990301	06/18/2019	X			TURNER	TURNER CONSTRUCTION	8,735.00
72990302	06/18/2019	X			APPLEBUS	APPLE BUS COMPANY	73,466.25
72990303	06/18/2019	X			AMAZON	AMAZON	1,169.04
72990304	06/18/2019	X			KELLY	KELLY SERVICES, INC	10,795.25
73023601	06/25/2019	X			KCBH	KANSAS CITY BEHAVIORAL HEALTH Holdco, LLC.	3,272.00
73023602	06/25/2019	X			PINNACLE	PINNACLE	57.50
73023603	06/25/2019	X			PINNACLE	PINNACLE	51.00
73023604	06/25/2019	X			OTIS	OTIS ELEVATOR	112.79
73023605	06/25/2019	X			KCWATER	KCMO WATER SERVICES DEPARTMENT	526.26
73023606	06/25/2019	X			SPIRE	SPIRE	497.39
73023607	06/25/2019	X			KCWATER	KCMO WATER SERVICES DEPARTMENT	8.25
73023608	06/25/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	569.63
73023609	06/25/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	1,488.00
73023610	06/25/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	93.00
73023611	06/25/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	930.00
73023612	06/25/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	2,092.50
73023613	06/25/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	98.81
73023614	06/25/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	151.13
73023615	06/25/2019	X			NILESHOME	NILES HOME FOR CHILDREN	520.00
73023616	06/25/2019	X			ISS	ISS FACILITY SERVICES - KC	504.91
73023617	06/25/2019	X			ISS	ISS FACILITY SERVICES - KC	1,317.58
73023618	06/25/2019	X			ISS	ISS FACILITY SERVICES - KC	1,188.19
73023619	06/25/2019	X			ISS	ISS FACILITY SERVICES - KC	1,351.44
73023620	06/25/2019	X			ISS	ISS FACILITY SERVICES - KC	733.44
73023621	06/25/2019	X			ISS	ISS FACILITY SERVICES - KC	1,421.79
73023622	06/25/2019	X			YARDI	YARDI MARKETPLACE	406.38
73023623	06/25/2019	X			SPIRE	SPIRE	756.73
73023624	06/25/2019	X			ISS	ISS FACILITY SERVICES - KC	563.78
73023625	06/25/2019	X			ISS	ISS FACILITY SERVICES - KC	1,379.11
73023626	06/25/2019	X			ISS	ISS FACILITY SERVICES - KC	1,502.51
73024027	06/25/2019	X			GOPHER	GOPHER	228.35
73024028	06/25/2019	X			WALSWORTH	WALSWORTH	2,146.40
73024029	06/25/2019	X			QHA	QUALITY HILL ASSOCIATES LLC	3,300.00
73024030	06/25/2019	X			AMMICRO	American Micro Digital Document Management	45.00
73024031	06/25/2019	X			KCAV	KANSAS CITY AUDIO-VISUAL	872.00
73024032	06/25/2019	X			YARDI	YARDI MARKETPLACE	394.43
73024033	06/25/2019	X			IRESQ	IResQ	784.30
73024034	06/25/2019	X			AMERDINING	AMERICAN FOOD & VENDING CORP	12,323.20
73024332	06/25/2019	X			WESTJEN	JENNIFER WESTLAKE	34.06
73024333	06/25/2019	X			BOYKCOU	COURTNEY BOYKIN	49.45
73024334	06/25/2019	X			MORIJEN	Jennifer Moriarty	50.00
73024335	06/25/2019	X			ESHESTA	STANLEY ESHELMAN	56.23
73024336	06/25/2019	X			WASHLAR	LARRY WASHINGTON	64.43
73024337	06/25/2019	X			THORD	TYLER HORD	84.90
73024338	06/25/2019	X			STEIKAI	KAITLYN STEINACHER	99.73
73024339	06/25/2019	X			CANTEMI	EMILY CANTERNA	188.00
73024340	06/25/2019	X			APPLEBUS	APPLE BUS COMPANY	39,861.25
73024341	06/25/2019	X			GREAJAM	JAMIE GREASON	99.23
73024342	06/25/2019	X			TIERNEY	TIERNEY OFFICE PRODUCTS	534.30
73024343	06/25/2019	X			HIGENE	HI-GENE'S JANITORIAL	20,268.16

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**Check Register by Type**

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<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>
73024344	06/25/2019	X			KELLY	KELLY SERVICES, INC	7,558.57
73024345	06/25/2019	X			AMAZON	AMAZON	2,026.64
73032072	06/28/2019	X			THYSSELEV	THYSSENKRUPP ELEVATOR CORP	199.50
73032313	06/28/2019	X			PLAZAACADE	THE PLAZA ACADEMY	400.00
73032314	06/28/2019	X			PLAZAACADE	THE PLAZA ACADEMY	100.00
73032315	06/28/2019	X			PLAZAACADE	THE PLAZA ACADEMY	500.00
73032316	06/28/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	883.50
73032317	06/28/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	279.00
73032318	06/28/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	186.00
73032319	06/28/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	232.50
73032320	06/28/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	2,232.00
73032744	06/28/2019	X			KCTG	DBA KANSAS CITY TRANSPORTATION GROUP INC	7,032.00
73032745	06/28/2019	X			INFORMED	INFORMED IMPROVEMENT LLC	2,894.25
73032746	06/28/2019	X			IRESQ	IResQ	588.10
73033016	06/28/2019	X			KELLY	KELLY SERVICES, INC	87.00
73033017	06/28/2019	X			MCDOWELL	TYSIE MCDOWELL-RAY	378.16
73033018	06/28/2019	X			COMMSCHLMA	Communities in Schools of Mid-America	6,500.00
73033019	06/28/2019	X			MIDCON	MID-CON MANAGEMENT LLC	6,672.50
Checking Account ID: 1					Void Total:	0.00	Total without Voids: 417,191.26
Check Type Total:		Check			Void Total:	0.00	Total without Voids: 417,191.26
Payee Type Total:		Vendor			Void Total:	0.00	Total without Voids: 549,529.31
Grand Total:					Void Total:	0.00	Total without Voids: 549,529.31

# Coversheet

## Commerce Bridge Loan

<b>Section:</b>	II. Financials
<b>Item:</b>	C. Commerce Bridge Loan
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	Loan Document.pdf

## LOAN CHECKLIST

Principal \$300,000.00	Loan Date 07-23-2019	Maturity 04-23-2020	Loan No 9001	Call / Coll 9B2 / 3200	Account 5020134	Officer 32109	Initials
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

**Borrower:** Crossroads Charter Schools  
1011 Central St  
Kansas City, MO 64105

**Lender:** Commerce Bank  
Kansas City Banking Center  
1000 Walnut  
Kansas City, MO 64106

### DESCRIPTION

\_\_\_\_ Loan Type: This is a Variable Rate Nondisclosable Draw Down Line of Credit Loan to a Corporation for \$300,000.00 due on April 23, 2020. The reference rate (LIBOR. LIBOR means the rate published under the heading "London Interbank Offered Rate, or Libor" in the "Money Rates" column of the Wall Street Journal for one month maturity, with an interest rate floor of 0.000%) is added to the margin of 2.000%, resulting in an initial rate of 4.379.

\_\_\_\_ Transaction Number: 276504.

\_\_\_\_ Collateral: This transaction is secured by Possessory Collateral.

\_\_\_\_ Officer: 32109 Barker, Dane

\_\_\_\_ Processor: 85583 Deay, Charlie

\_\_\_\_ Standard Product: Commercial Possessory.

\_\_\_\_ Standard Policy: Commercial Closed-End Credit.

\_\_\_\_ Branch Number and Name: 2501 -- Kansas City Banking Center.

\_\_\_\_ General Lending Policy for this transaction is governed by Missouri law. Collateral documents printed through LASER PRO for this transaction will be governed by the collateral law state as specified on the Collateral Summary Screen for each piece of collateral.

### LOAN DOCUMENTS

- |  |   |
|--|---|
| <p>____ Loan Checklist</p> <p>____ Corporate Resolution: Crossroads Charter Schools</p> <p>____ Promissory Note</p> <p>____ Acknowledgment of Deposit Account Assignment: CD Number 1 with Lender with an approximate balance of \$300,000.00</p> <p>____ Disbursement Request and Authorization</p> | <p>____ Loan Request Summary</p> <p>____ Business Loan Agreement</p> <p>____ MO Assignment of Deposit Account: CD Number 1 with Lender with an approximate balance of \$300,000.00; owned by Crossroads Charter Schools</p> <p>____ Company Compliance Certificate - Compliance Certificate</p> <p>____ Boarding Data Sheet: Transaction 276504</p> |
|--|---|

This list of documents may not include all the documents needed for this transaction. Applications, verifications, and other specialized documents may be needed.

### ENTRY OMISSION WARNINGS TO LENDER

In processing this loan, any omission warnings in this "Entry Omissions" section should be reviewed as provided below.

### ADVISORY WARNINGS TO LENDER

\_\_\_\_ 365/360. A 365/360 interest calculation method has been selected for this loan. This calculation method results in a higher effective interest rate than the numeric interest rate stated in the loan documents. Before committing to this interest calculation method, you should consult your legal counsel or compliance officer. LaserPro offers the option of making the chosen 365/360 interest calculation method more conspicuous by including a line for the borrower to initial the "Interest Calculation Method" paragraph. This option has not been chosen for this loan. Consult your legal counsel if you have questions. 3BLEAS0160S

\_\_\_\_ 365/360 MIN MAX. A 365/360 interest calculation method has been selected for this loan that also contains a ceiling, floor or default rate increase. Your legal counsel should be consulted to determine how a floor, ceiling, or default rate should be applied in conjunction with this accrual. 3BLEAS0163S

\_\_\_\_ NO BENEFICIAL OWNER – CONTROL. You have not entered beneficial owner information for an individual, such as an executive officer or other similar individual, with significant responsibility for managing one or more borrowing legal entities: Crossroads Charter Schools. FinCEN customer due diligence rules require covered institutions to collect information regarding beneficial owners of legal entity customers (corporations, LLCs, partnerships, or similar entities), unless otherwise exempt, and to verify the identities of such individuals at the time of account opening as part of the institution's anti-money laundering (AML) program. 3BLEAS0266S

\_\_\_\_ MISSING NATURAL PERSON OPENING ACCOUNT. You have not identified the name and title of the natural person opening the account on behalf of Crossroads Charter Schools and certifying as to beneficial ownership. 3BLEAS0268S

In processing this loan, any warnings in this "Advisory Warnings" section should be reviewed as provided below.

### CRITICAL WARNINGS TO LENDER

In processing this loan, any warnings in this "Critical Warnings" section should be reviewed as provided below.

### CHECKLIST WARNINGS

In processing this loan, all warnings appearing above should be reviewed. To generate correct closing documents, it is important to visit and make appropriate selections on all applicable details windows, such as collateral details windows. All closing documents should be reviewed by your compliance officer or legal counsel as specified in the LaserPro Setup Guide. If you have questions about why LaserPro has generated any warning, visit the Finastra Customer Center at <https://customercenter.dh.com> to log into our online self-service Case Management system. If you have legal questions about these warnings or this loan or what action to take, you should seek the advice of your compliance officer or legal counsel.





## LOAN REQUEST SUMMARY

Principal \$300,000.00	Loan Date 07-23-2019	Maturity 04-23-2020	Loan No 9001	Call / Coll 9B2 / 3200	Account 5020134	Officer 32109	Initials
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Borrower:** Crossroads Charter Schools  
1011 Central St  
Kansas City, MO 64105

**Lender:** Commerce Bank  
Kansas City Banking Center  
1000 Walnut  
Kansas City, MO 64106

### DRAW DOWN LINE OF CREDIT (Variable Rate)

	Financed	In Cash
AMOUNT REQUESTED:	\$300,000.00	
PREPAID FINANCE CHARGES:		
Loan Processing Fee Discounted		100.00
SECURITY INTEREST CHARGES:	0.00	
NOTE AMOUNT:	\$300,000.00	\$100.00
 <b>PAYMENT CALCULATION:</b>		
Interest Method:	365/360	
Disbursement Date:	07-23-2019	
First Int Payment Date:	08-23-2019	
Due Date:	04-23-2020	
Int Payment Period:	Monthly	
Variable Interest Rate:	4.379%	
Credit Insurance:	None	

Payment Schedule. Borrower's payment schedule consists of the following: one payment of \$300,000.00 plus accrued interest on April 23, 2020, with interest calculated on the unpaid principal balances at an interest rate based on the LIBOR. LIBOR means the rate published under the heading "London Interbank Offered Rate, or Libor" in the "Money Rates" column of the Wall Street Journal for one month maturity (currently 2.379%), plus a margin of 2.000%, adjusted if necessary for the minimum and maximum rate limitations for this loan, resulting in an initial interest rate of 4.379% based on a year of 360 days, and 8 monthly consecutive payments, beginning August 23, 2019, with interest calculated on the unpaid principal balances at an interest rate based on the LIBOR. LIBOR means the rate published under the heading "London Interbank Offered Rate, or Libor" in the "Money Rates" column of the Wall Street Journal for one month maturity (currently 2.379%), plus a margin of 2.000%, adjusted if necessary for the minimum and maximum rate limitations for this loan, resulting in an initial interest rate of 4.379% based on a year of 360 days. Borrower's final payment of \$300,565.62 will be due on April 23, 2020. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that the Index does not change; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under the Note.

e APR 4.531%	FINANCE CHARGE \$5,117.61	AMOUNT FINANCED \$299,900.00	TOTAL OF PAYMENTS \$305,017.61
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e means estimate

**COLLATERAL:** Possessory Collateral.

**TRANSACTION NUMBER:** 276504

**NOTICE:** This Loan Request Summary is for informational purposes only and does not obligate Lender in any way to make this loan or any other loan to Borrower. The fees and charges listed above are estimates only; and, if a loan is made, different or additional fees and charges may be imposed.



# CORPORATE RESOLUTION TO BORROW / GRANT COLLATERAL / SUBORDINATE DEBT

Principal \$300,000.00	Loan Date 07-23-2019	Maturity 04-23-2020	Loan No 9001	Call / Coll 9B2 / 3200	Account 5020134	Officer 32109	Initials
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Corporation: Crossroads Charter Schools  
1011 Central St  
Kansas City, MO 64105

Lender: Commerce Bank  
Kansas City Banking Center  
1000 Walnut  
Kansas City, MO 64106

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE CORPORATION'S EXISTENCE. The complete and correct name of the Corporation is Crossroads Charter Schools ("Corporation"). The Corporation is a non-profit corporation which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Missouri. The Corporation is duly authorized to transact business in all other states in which the Corporation is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Corporation is doing business. Specifically, the Corporation is, and at all times shall be, duly qualified as a foreign corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Corporation has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Corporation maintains an office at 1011 Central St, Kansas City, MO 64105. Unless the Corporation has designated otherwise in writing, the principal office is the office at which the Corporation keeps its books and records. The Corporation will notify Lender prior to any change in the location of the Corporation's state of organization or any change in the Corporation's name. The Corporation shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Corporation and the Corporation's business activities.

RESOLUTIONS ADOPTED. At a meeting of the Directors of the Corporation, or if the Corporation is a close corporation having no Board of Directors then at a meeting of the Corporation's shareholders, duly called and held on \_\_\_\_\_ at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Resolution were adopted.

OFFICER. The following named person is an officer of Crossroads Charter Schools:

NAMES	TITLES	AUTHORIZED	ACTUAL SIGNATURES
Dean R. Johnson	Executive Director	Y X	

ACTIONS AUTHORIZED. The authorized person listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Corporation. Specifically, but without limitation, the authorized person is authorized, empowered, and directed to do the following for and on behalf of the Corporation:

**Borrow Money.** To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Corporation and Lender, such sum or sums of money as in his or her judgment should be borrowed, without limitation.

**Execute Notes.** To execute and deliver to Lender the promissory note or notes, or other evidence of the Corporation's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Corporation's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

**Grant Security.** To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Corporation or in which the Corporation now or hereafter may have an interest, including without limitation all of the Corporation's real property and all of the Corporation's personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Corporation to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

**Execute Security Documents.** To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances.

**Subordination.** To subordinate, in all respects, any and all present and future indebtedness, obligations, liabilities, claims, rights, and demands of any kind which may be owed, now or hereafter, from any person or entity to the Corporation to all present and future indebtedness, obligations, liabilities, claims, rights, and demands of any kind which may be owed, now or hereafter, from such person or entity to Lender ("Subordinated Indebtedness"), together with subordination by the Corporation of any and all security interests of any kind, whether now existing or hereafter acquired, securing payment or performance of the Subordinated Indebtedness; all on such subordination terms as may be agreed upon between the Corporation's Officers and Lender and in such amounts as in his or her judgment should be subordinated.

**Negotiate Items.** To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Corporation or in which the Corporation may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Corporation's account with Lender, or to cause such other disposition of the proceeds derived therefrom as he or she may deem advisable.

**Further Acts.** In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, including agreements waiving the right to a trial by jury, as the officer may in his or her discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Resolution. The following person or persons are authorized to request advances and authorize payments under the line of credit until Lender receives from the Corporation, at Lender's address shown above, written notice of revocation of such authority: Dean R. Johnson, Executive Director of Crossroads Charter Schools.

ASSUMED BUSINESS NAMES. The Corporation has filed or recorded all documents or filings required by law relating to all assumed business names used by the Corporation. Excluding the name of the Corporation, the following is a complete list of all assumed business names under which the Corporation does business: None.

NOTICES TO LENDER. The Corporation will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Corporation's name; (B) change in the Corporation's assumed business name(s); (C) change in the management of the Corporation; (D) change in the authorized signer(s); (E) change in the Corporation's principal office address; (F) change in the Corporation's state of organization; (G) conversion of the Corporation to a new or different type of business entity; or (H) change in any other aspect of the Corporation that directly or indirectly relates to any agreements between the Corporation and Lender. No change in the Corporation's name or state of organization will take effect until after Lender has received notice.

ADDITIONAL ACTIONS AUTHORIZED. Be it further resolved that any one of the persons authorized to execute notes on behalf of this Corporation is hereby authorized to execute letter of credit applications, agreements with respect to electronic letters of credit, letter of credit reimbursement agreements, or other documents or agreements with respect to commercial or stand-by letters of credit for the benefit of this Corporation.

CERTIFICATION CONCERNING ADDITIONAL APPROVAL REQUIRED BY COMPANY'S ORGANIZATIONAL DOCUMENTS. Company certifies that all approvals and other conditions precedent required under Company's organizational documents for Company to enter into the Loan Agreement, Note or Notes, and other Related Documents contemplated herein have been properly obtained and met.

CERTIFICATION CONCERNING OFFICERS AND RESOLUTIONS. The officer named above is duly elected, appointed, or employed by or for the Corporation, as the case may be, and occupies the position set opposite his or her respective name. This Resolution now stands of record on the books of the Corporation, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

NO CORPORATE SEAL. The Corporation has no corporate seal, and therefore, no seal is affixed to this Resolution.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are

CORPORATE RESOLUTION TO BORROW / GRANT COLLATERAL / SUBORDINATE DEBT  
Loan No: 9001 (Continued) Page 2

hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Corporation's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, I have hereunto set my hand and attest that the signature set opposite the name listed above is his or her genuine signature.

I have read all the provisions of this Resolution, and I personally and on behalf of the Corporation certify that all statements and representations made in this Resolution are true and correct. This Corporate Resolution to Borrow / Grant Collateral / Subordinate Debt is dated July 23, 2019.

CERTIFIED TO AND ATTESTED BY:

X \_\_\_\_\_  
Corporate Secretary

NOTE: If the officer signing this Resolution is designated by the foregoing document as one of the officers authorized to act on the Corporation's behalf, it is advisable to have this Resolution signed by at least one non-authorized officer of the Corporation.

LaserPro, Ver. 19.1.10.016 Copr. Finastra USA Corporation 1997, 2019. All Rights Reserved. - MO L:\CFIL\PL\10.FC TR-276504 PR-18

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# BUSINESS LOAN AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$300,000.00	07-23-2019	04-23-2020	9001	9B2 / 3200	5020134	32109	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

**Borrower:** Crossroads Charter Schools  
1011 Central St  
Kansas City, MO 64105

**Lender:** Commerce Bank  
Kansas City Banking Center  
1000 Walnut  
Kansas City, MO 64106

THIS BUSINESS LOAN AGREEMENT dated July 23, 2019, is made and executed between Crossroads Charter Schools ("Borrower") and Commerce Bank ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

**TERM.** This Agreement shall be effective as of July 23, 2019, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until such time as the parties may agree in writing to terminate this Agreement.

**LINE OF CREDIT.** The Indebtedness contemplates multiple loan advances. Advances under the Indebtedness, as well as directions for payment from Borrower's accounts, may be requested either orally or in writing by Borrower. Lender may, but need not require that all non-written requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person as described in the "Advance Authority" section below or (B) credited to any of Borrower's accounts with Lender.

**ADVANCE AUTHORITY.** The following person or persons are authorized to request advances and authorize payments under the line of credit until Lender receives from Borrower, at Lender's address shown above, written notice of revocation of such authority: Dean R. Johnson, Executive Director of Crossroads Charter Schools.

**CONDITIONS PRECEDENT TO EACH ADVANCE.** Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

**Loan Documents.** Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) Security Agreements granting to Lender security interests in the Collateral; (3) financing statements and all other documents perfecting Lender's Security Interests; (4) evidence of insurance as required below; (5) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

**Borrower's Authorization.** Borrower shall have provided in form and substance satisfactory to Lender properly certified resolutions, duly authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided such other resolutions, authorizations, documents and instruments as Lender or its counsel, may require.

**Payment of Fees and Expenses.** Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

**Representations and Warranties.** The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

**No Event of Default.** There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

**REPRESENTATIONS AND WARRANTIES.** Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness exists:

**Organization.** Borrower is a non-profit corporation which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Missouri. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains an office at 1011 Central St, Kansas City, MO 64105. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower's state of organization or any change in Borrower's name. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.

**Assumed Business Names.** Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: None.

**Authorization.** Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of (a) Borrower's articles of incorporation or organization, or bylaws, or (b) any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

**Financial Information.** Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

**Legal Effect.** This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

**Properties.** Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

**Hazardous Substances.** Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Borrower has no knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal,

## BUSINESS LOAN AGREEMENT (Continued)

Loan No: 9001

Page 2

release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

**Litigation and Claims.** No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

**Taxes.** To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

**Lien Priority.** Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Collateral.

**Binding Effect.** This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

**AFFIRMATIVE COVENANTS.** Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

**Notices of Claims and Litigation.** Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

**Financial Records.** Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

**Financial Statements.** Furnish Lender with the following:

**Annual Statements.** As soon as available, but in no event later than 180 days after the end of each fiscal year, Borrower's balance sheet and income statement for the year ended, audited by a certified public accountant satisfactory to Lender.

**Interim Statements.** As soon as available, but in no event later than 45 days after the end of each fiscal quarter, Borrower's balance sheet and profit and loss statement for the period ended, prepared by Borrower.

All financial reports required to be provided under this Agreement shall be prepared in accordance with GAAP, applied on a consistent basis, and certified by Borrower as being true and correct.

**Additional Information.** Furnish such additional information and statements, as Lender may request from time to time.

**Insurance.** Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require.

**Insurance Reports.** Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained, and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender (however not more often than annually), Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of any Collateral. The cost of such appraisal shall be paid by Borrower.

**Other Agreements.** Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

**Loan Proceeds.** Use all Loan proceeds solely for the following specific purposes: Funding Building Improvements.

**Taxes, Charges and Liens.** Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP.

**Performance.** Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

**Operations.** Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

**Environmental Studies.** Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

**Compliance with Governmental Requirements.** Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Inspection.** Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

**Compliance Certificates.** Unless waived in writing by Lender, provide Lender within thirty (30) days after the end of each month, with a certificate executed by Borrower's chief financial officer, or other officer or person acceptable to Lender, certifying that the representations and warranties set forth in this Agreement are true and correct as of the date of the certificate and further certifying that, as of the date of the certificate, no Event of Default exists under this Agreement.

**Environmental Compliance and Reports.** Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

**Additional Assurances.** Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements,



## BUSINESS LOAN AGREEMENT (Continued)

Loan No: 9001

Page 3

assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

**RECOVERY OF ADDITIONAL COSTS.** If the imposition of or any change in any law, rule, regulation, guideline, or generally accepted accounting principle, or the interpretation or application of any thereof by any court, administrative or governmental authority, or standard-setting organization (including any request or policy not having the force of law) shall impose, modify or make applicable any taxes (except federal, state or local income or franchise taxes imposed on Lender), reserve requirements, capital adequacy requirements or other obligations which would (A) increase the cost to Lender for extending or maintaining the credit facilities to which this Agreement relates, (B) reduce the amounts payable to Lender under this Agreement or the Related Documents, or (C) reduce the rate of return on Lender's capital as a consequence of Lender's obligations with respect to the credit facilities to which this Agreement relates, then Borrower agrees to pay Lender such additional amounts as will compensate Lender therefor, within five (5) days after Lender's written demand for such payment, which demand shall be accompanied by an explanation of such imposition or charge and a calculation in reasonable detail of the additional amounts payable by Borrower, which explanation and calculations shall be conclusive in the absence of manifest error.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

**NEGATIVE COVENANTS.** Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

**Indebtedness and Liens.** (1) Except for trade debt incurred in the normal course of business and indebtedness to Lender contemplated by this Agreement, create, incur or assume indebtedness for borrowed money, including capital leases (2) sell, transfer, mortgage, assign, pledge, lease, grant a security interest in, or encumber any of Borrower's assets (except as allowed as Permitted Liens), or (3) sell with recourse any of Borrower's accounts, except to Lender.

**Continuity of Operations.** (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, (2) cease operations, liquidate, merge or restructure as a legal entity (whether by division or otherwise), consolidate with or acquire any other entity, change its name, convert to another type of entity or redomesticate, dissolve or transfer or sell Collateral out of the ordinary course of business, or (3) pay any dividends on Borrower's stock (other than dividends payable in its stock), provided, however that notwithstanding the foregoing, but only so long as no Event of Default has occurred and is continuing or would result from the payment of dividends, if Borrower is a "Subchapter S Corporation" (as defined in the Internal Revenue Code of 1986, as amended), Borrower may pay cash dividends on its stock to its shareholders from time to time in amounts necessary to enable the shareholders to pay income taxes and make estimated income tax payments to satisfy their liabilities under federal and state law which arise solely from their status as Shareholders of a Subchapter S Corporation because of their ownership of shares of Borrower's stock, or purchase or retire any of Borrower's outstanding shares or alter or amend Borrower's capital structure.

**Loans, Acquisitions and Guaranties.** (1) Loan, invest in or advance money or assets to any other person, enterprise or entity, (2) purchase, create or acquire any interest in any other enterprise or entity, or (3) incur any obligation as surety or guarantor other than in the ordinary course of business.

**Agreements.** Enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

**CESSATION OF ADVANCES.** If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds if: (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan; or (D) any Guarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lender; or (E) Lender in good faith deems itself insecure, even though no Event of Default shall have occurred.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts.

**DEFAULT.** Each of the following shall constitute an Event of Default under this Agreement:

**Payment Default.** Borrower fails to make any payment when due under the Loan.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Agreement or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Insolvency.** The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Defective Collateralization.** This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Change in Ownership.** Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**EFFECT OF AN EVENT OF DEFAULT.** If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies



## BUSINESS LOAN AGREEMENT (Continued)

Loan No: 9001

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provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

**ELECTRONIC RECORDS.** The undersigned agrees that this document and all paper records related to the transaction with which this document is a part and whether or not the paper records were submitted in advance of, contemporaneously with or subsequent to, the execution of this document may, at the option of the Lender, be converted by any digital or electronic method or process to an electronic record or subsequently further converted or migrated to another electronic record format or electronic storage medium. The undersigned further agrees that upon conversion to an electronic record as authorized herein such electronic record shall be the record of the transaction and the electronic record shall have the same legal force and effect as the paper documents from which it was converted. The undersigned waives any legal requirement that any documents digitally or electronically converted be embodied, stored, or reproduced in a tangible media. The undersigned further agrees that a printed or digitally reproduced copy of the electronic record shall be given the same legal force and effect as a signed writing. In addition, the undersigned authorizes and agrees to destruction of the paper documents by the Lender upon conversion of the paper documents to a digital or electronic record.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Agreement:

**Amendments.** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

**Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

**Consent to Loan Participation.** Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

**Governing Law.** This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Missouri without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Missouri.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Notices.** Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

**Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

**Subsidiaries and Affiliates of Borrower.** To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any Loan or other financial accommodation to any of Borrower's subsidiaries or affiliates.

**Successors and Assigns.** All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

**Survival of Representations and Warranties.** Borrower understands and agrees that in extending Loan Advances, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the extension of Loan Advances and delivery to Lender of the Related Documents, shall be continuing in nature, shall be deemed made and redated by Borrower at the time each Loan Advance is made, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

**Time is of the Essence.** Time is of the essence in the performance of this Agreement.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

**Advance.** The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

**Agreement.** The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

**Borrower.** The word "Borrower" means Crossroads Charter Schools and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Collateral.** The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien charge, lien or title retention contract, lease or consignment intended as a

**BUSINESS LOAN AGREEMENT  
(Continued)**

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security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

GAAP. The word "GAAP" means generally accepted accounting principles.

Grantor. The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means Commerce Bank, its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

Note. The word "Note" means the Note dated July 23, 2019 and executed by Crossroads Charter Schools in the principal amount of \$300,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Permitted Liens. The words "Permitted Liens" mean (1) liens and security interests securing Indebtedness owed by Borrower to Lender; (2) liens for taxes, assessments, or similar charges either not yet due or being contested in good faith; (3) liens of materialmen, mechanics, warehousemen, or carriers, or other like liens arising in the ordinary course of business and securing obligations which are not yet delinquent; (4) purchase money liens or purchase money security interests upon or in any property acquired or held by Borrower in the ordinary course of business to secure indebtedness outstanding on the date of this Agreement or permitted to be incurred under the paragraph of this Agreement titled "Indebtedness and Liens"; (5) liens and security interests which, as of the date of this Agreement, have been disclosed to and approved by the Lender in writing; and (6) those liens and security interests which in the aggregate constitute an immaterial and insignificant monetary amount with respect to the net value of Borrower's assets.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

Security Agreement. The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

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

~~WAIVE JURY. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.~~

~~BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED JULY 23, 2019.~~

BORROWER:

CROSSROADS CHARTER SCHOOLS

By: \_\_\_\_\_  
Dean R. Johnson, Executive Director of Crossroads Charter Schools

LENDER:

COMMERCE BANK

By: \_\_\_\_\_  
Authorized Signer





## PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$300,000.00	07-23-2019	04-23-2020	9001	9B2 / 3200	5020134	32109	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Borrower:** Crossroads Charter Schools  
1011 Central St  
Kansas City, MO 64105

**Lender:** Commerce Bank  
Kansas City Banking Center  
1000 Walnut  
Kansas City, MO 64106

Principal Amount: \$300,000.00

Date of Note: July 23, 2019

**PROMISE TO PAY.** Crossroads Charter Schools ("Borrower") promises to pay to Commerce Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Three Hundred Thousand & 00/100 Dollars (\$300,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

**PAYMENT.** Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on April 23, 2020. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning August 23, 2019, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**VARIABLE INTEREST RATE.** The interest rate on this Note is subject to change from time to time based on changes in an index which is the LIBOR. LIBOR means the rate published under the heading "London Interbank Offered Rate, or Libor" in the "Money Rates" column of the Wall Street Journal for one month maturity (the "Index"). Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each day. The Index is not necessarily the lowest rate charged by Lender on its loans. Rates of interest tied to the Index shall change with and be effective every day from the date of the Note based on the most recent Index then available. In order to preserve the economic benefit of this agreement, Lender reserves the right to adjust the Index in the event reserves are required to be maintained against deposits that were not required on the date of this Note, or in the event other legal or regulatory changes affect the rates paid for deposits. The calculation of any such adjustment made in good faith by Lender shall be deemed reasonable unless manifestly in error. If at any time or times Lender determines, (which determination will be conclusive absent manifest error) that (i) the Index has been discontinued for any reason or is no longer being published by a reliable source reasonably available to and used by Lender, (ii) by reason of circumstances affecting the Eurodollar market generally, deposits in dollars (in the applicable amounts) are not being offered to banks in the Eurodollar market for the maturity selected, or adequate means do not exist for ascertaining the Index, (iii) the Index will not adequately and fairly reflect the cost to Lender of maintaining or funding loans based on the Index, or (iv) the administrator of the Index or a governmental authority having jurisdiction over Lender has made a public statement identifying a specific date after which the Index shall no longer be used for determining interest rates for loans, Lender shall determine (which determination shall be conclusive absent manifest error) a replacement Index, by reference to a similar rate index from other sources deemed to be reliable by and available to Lender. Such replacement Index shall give due consideration to the then prevailing market convention for determining an index rate of interest for commercial loans in the United States at such time. In the event that Lender determines a replacement Index, in order to account for the relationship of the replacement Index to the original Index, Lender shall also determine any change necessary to the percentage points ("Margin") to be added to the replacement Index necessary to ensure that the replacement method will measure interest rates in a manner similar to the original Index, and for the avoidance of doubt, any such change to the Margin shall not reduce the applicable interest rate. Reasonably promptly after such determination by Lender, Lender may, by notice to Borrower, amend this Note (without the need for any action or consent by Borrower) (i) to replace the Index with the replacement Index selected, (ii) amend the Margin to be added to the Index, and (iii) state the date upon which the replacement Index and Margin shall be effective. The replacement Index and Margin shall then be deemed the Index and Margin for all purposes of this Note. It shall also be understood that such amendment may become effective prior to such notice. To the extent practicable, the interest rate based on the replacement Index plus the Margin, as it may be adjusted, will be substantially equivalent to the interest rate plus the Margin previously in effect prior to the replacement of the Index. During such period as Lender is determining the replacement Index and until Lender has made a determination of an alternate Index in accordance with the provisions hereof, the interest rate on this Note shall be the per annum rate from time to time announced by Lender at its main office as the "Prime Rate" or as the case may be, the base, reference or other rate then in use for commercial loan reference purposes, not necessarily the lowest or even favored rate, which serves as the basis upon which effective rates of interest are calculated for those loans making reference thereto, plus the Margin referenced above. Notwithstanding the foregoing, at no time shall the Index applicable to this Note be less than zero. Borrower understands that Lender may make loans based on other rates as well. Interest on the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 2.000 percentage points over the Index. NOTICE: Under no circumstances will the interest rate on this Note be less than 0.000% per annum or more than the maximum rate allowed by applicable law.

**INTEREST CALCULATION METHOD.** Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in this Note.

**PREPAYMENT.** Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Commerce Bank, Kansas City Banking Center, 1000 Walnut, Kansas City, MO 64106.

**LATE CHARGE.** If a payment is more than 15 days late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$250.00, whichever is less.

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by adding an additional 3.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

**DEFAULT.** Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate

**PROMISSORY NOTE  
(Continued)**

Loan No: 9001

Page 2

reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

**Change In Ownership.** Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**LENDER'S RIGHTS.** Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

**ATTORNEYS' FEES; EXPENSES.** Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

**GOVERNING LAW.** This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Missouri without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Missouri.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

**LINE OF CREDIT.** This Note evidences a straight line of credit. Once the total amount of principal has been advanced, Borrower is not entitled to further loan advances. Advances under this Note may be requested either orally or in writing by Borrower or as provided in this paragraph. Lender may, but need not, require that all oral requests be confirmed in writing. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. The following person or persons are authorized to request advances and authorize payments under the line of credit until Lender receives from Borrower, at Lender's address shown above, written notice of revocation of such authority: Dean R. Johnson, Executive Director of Crossroads Charter Schools. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs.

**SUCCESSOR INTERESTS.** The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

**ELECTRONIC RECORDS.** The undersigned agrees that this document and all paper records related to the transaction with which this document is a part and whether or not the paper records were submitted in advance of, contemporaneously with or subsequent to, the execution of this document may, at the option of the Lender, be converted by any digital or electronic method or process to an electronic record or subsequently further converted or migrated to another electronic record format or electronic storage medium. The undersigned further agrees that upon conversion to an electronic record as authorized herein such electronic record shall be the record of the transaction and the electronic record shall have the same legal force and effect as the paper documents from which it was converted. The undersigned waives any legal requirement that any documents digitally or electronically converted be embodied, stored, or reproduced in a tangible media. The undersigned further agrees that a printed or digitally reproduced copy of the electronic record shall be given the same legal force and effect as a signed writing. In addition, the undersigned authorizes and agrees to destruction of the paper documents by the Lender upon conversion of the paper documents to a digital or electronic record.

**GENERAL PROVISIONS.** If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

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

**JURY WAIVER.** Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

**PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.**

**BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.**

**BORROWER:**

**CROSSROADS CHARTER SCHOOLS**

By: \_\_\_\_\_  
Dean R. Johnson, Executive Director of Crossroads  
Charter Schools

**LENDER:**

**COMMERCE BANK**

X \_\_\_\_\_  
Authorized Signer



## PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$300,000.00	07-23-2019	04-23-2020	9001	9B2 / 3200	5020134	32109	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Borrower:** Crossroads Charter Schools  
1011 Central St  
Kansas City, MO 64105

**Lender:** Commerce Bank  
Kansas City Banking Center  
1000 Walnut  
Kansas City, MO 64106

Principal Amount: \$300,000.00

Date of Note: July 23, 2019

**PROMISE TO PAY.** Crossroads Charter Schools ("Borrower") promises to pay to Commerce Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Three Hundred Thousand & 00/100 Dollars (\$300,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

**PAYMENT.** Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on April 23, 2020. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning August 23, 2019, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**VARIABLE INTEREST RATE.** The interest rate on this Note is subject to change from time to time based on changes in an index which is the LIBOR. LIBOR means the rate published under the heading "London Interbank Offered Rate, or Libor" in the "Money Rates" column of the Wall Street Journal for one month maturity (the "Index"). Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each day. The Index is not necessarily the lowest rate charged by Lender on its loans. Rates of interest tied to the Index shall change with and be effective every day from the date of the Note based on the most recent Index then available. In order to preserve the economic benefit of this agreement, Lender reserves the right to adjust the Index in the event reserves are required to be maintained against deposits that were not required on the date of this Note, or in the event other legal or regulatory changes affect the rates paid for deposits. The calculation of any such adjustment made in good faith by Lender shall be deemed reasonable unless manifestly in error. If at any time or times Lender determines, (which determination will be conclusive absent manifest error) that (i) the Index has been discontinued for any reason or is no longer being published by a reliable source reasonably available to and used by Lender, (ii) by reason of circumstances affecting the Eurodollar market generally, deposits in dollars (in the applicable amounts) are not being offered to banks in the Eurodollar market for the maturity selected, or adequate means do not exist for ascertaining the Index, (iii) the Index will not adequately and fairly reflect the cost to Lender of maintaining or funding loans based on the Index, or (iv) the administrator of the Index or a governmental authority having jurisdiction over Lender has made a public statement identifying a specific date after which the Index shall no longer be used for determining interest rates for loans, Lender shall determine (which determination shall be conclusive absent manifest error) a replacement Index, by reference to a similar rate index from other sources deemed to be reliable by and available to Lender. Such replacement Index shall give due consideration to the then prevailing market convention for determining an index rate of interest for commercial loans in the United States at such time. In the event that Lender determines a replacement Index, in order to account for the relationship of the replacement Index to the original Index, Lender shall also determine any change necessary to the percentage points ("Margin") to be added to the replacement Index necessary to ensure that the replacement method will measure interest rates in a manner similar to the original Index, and for the avoidance of doubt, any such change to the Margin shall not reduce the applicable interest rate. Reasonably promptly after such determination by Lender, Lender may, by notice to Borrower, amend this Note (without the need for any action or consent by Borrower) (i) to replace the Index with the replacement Index selected, (ii) amend the Margin to be added to the Index, and (iii) state the date upon which the replacement Index and Margin shall be effective. The replacement Index and Margin shall then be deemed the index and Margin for all purposes of this Note. It shall also be understood that such amendment may become effective prior to such notice. To the extent practicable, the interest rate based on the replacement Index plus the Margin, as it may be adjusted, will be substantially equivalent to the interest rate plus the Margin previously in effect prior to the replacement of the Index. During such period as Lender is determining the replacement Index and until Lender has made a determination of an alternate Index in accordance with the provisions hereof, the interest rate on this Note shall be the per annum rate from time to time announced by Lender at its main office as the "Prime Rate" or as the case may be, the base, reference or other rate then in use for commercial loan reference purposes, not necessarily the lowest or even favored rate, which serves as the basis upon which effective rates of interest are calculated for those loans making reference thereto, plus the Margin referenced above. Notwithstanding the foregoing, at no time shall the Index applicable to this Note be less than zero. Borrower understands that Lender may make loans based on other rates as well. Interest on the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 2.000 percentage points over the Index. **NOTICE:** Under no circumstances will the interest rate on this Note be less than 0.000% per annum or more than the maximum rate allowed by applicable law.

**INTEREST CALCULATION METHOD.** Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in this Note.

**PREPAYMENT.** Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Commerce Bank, Kansas City Banking Center, 1000 Walnut, Kansas City, MO 64106.

**LATE CHARGE.** If a payment is more than 15 days late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$250.00, whichever is less.

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by adding an additional 3.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

**DEFAULT.** Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate

**PROMISSORY NOTE  
(Continued)**

Loan No: 9001

Page 2

reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Change In Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Missouri without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Missouri.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

LINE OF CREDIT. This Note evidences a straight line of credit. Once the total amount of principal has been advanced, Borrower is not entitled to further loan advances. Advances under this Note may be requested either orally or in writing by Borrower or as provided in this paragraph. Lender may, but need not, require that all oral requests be confirmed in writing. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. The following person or persons are authorized to request advances and authorize payments under the line of credit until Lender receives from Borrower, at Lender's address shown above, written notice of revocation of such authority: Dean R. Johnson, Executive Director of Crossroads Charter Schools. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

ELECTRONIC RECORDS. The undersigned agrees that this document and all paper records related to the transaction with which this document is a part and whether or not the paper records were submitted in advance of, contemporaneously with or subsequent to, the execution of this document may, at the option of the Lender, be converted by any digital or electronic method or process to an electronic record or subsequently further converted or migrated to another electronic record format or electronic storage medium. The undersigned further agrees that upon conversion to an electronic record as authorized herein such electronic record shall be the record of the transaction and the electronic record shall have the same legal force and effect as the paper documents from which it was converted. The undersigned waives any legal requirement that any documents digitally or electronically converted be embodied, stored, or reproduced in a tangible media. The undersigned further agrees that a printed or digitally reproduced copy of the electronic record shall be given the same legal force and effect as a signed writing. In addition, the undersigned authorizes and agrees to destruction of the paper documents by the Lender upon conversion of the paper documents to a digital or electronic record.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

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

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

CROSSROADS CHARTER SCHOOLS

By: \_\_\_\_\_  
Dean R. Johnson, Executive Director of Crossroads  
Charter Schools

LENDER:

COMMERCE BANK

X \_\_\_\_\_  
Authorized Signer

## COMPLIANCE CERTIFICATE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$300,000.00	07-23-2019	04-23-2020	9001	9B2 / 3200	5020134	32109	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Borrower:** Crossroads Charter Schools  
 1011 Central St  
 Kansas City, MO 64105

**Lender:** Commerce Bank  
 Kansas City Banking Center  
 1000 Walnut  
 Kansas City, MO 64106

This Compliance Certificate is provided with respect to the period ending \_\_\_\_\_.

The undersigned has personally reviewed the attached financial statements and has compared the results of the Borrower's performance to the financial covenants contained in the Loan Agreement (as amended, supplemented, replaced or otherwise modified from time to time) now in effect between the Borrower and Lender and has also reviewed the non-financial covenants contained in the Loan Agreement and other loan documents in effect between the Borrower and Lender.

Based upon such review, and mindful that Lender will be relying upon this certification in extending, or continuing to extend, credit to the Borrower, I certify that:

- a) the financial statements delivered to you with this Compliance Certificate present fairly the financial condition of the Borrower and the results of its operations as of the dates of such statements and for the fiscal periods then ended, and since the date of the latest of such statements there has been no material adverse change in its financial position or its operations.
- b) the Borrower is in full compliance with all terms, conditions, covenants and provisions of the Loan Agreement and other loan documents, except as follows:

Exceptions: (If none, write "NONE")

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The foregoing certifications, together with the computations set forth on Appendix A hereto are made and delivered on this date \_\_\_\_\_.

\_\_\_\_\_  
 (Name of Company)

\_\_\_\_\_  
 (Authorized Signature)

\_\_\_\_\_  
 (Title)





## DISBURSEMENT REQUEST AND AUTHORIZATION

Principal \$300,000.00	Loan Date 07-23-2019	Maturity 04-23-2020	Loan No 9001	Call / Coll 9B2 / 3200	Account 5020134	Officer 32109	Initials
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

**Borrower:** Crossroads Charter Schools  
1011 Central St  
Kansas City, MO 64105

**Lender:** Commerce Bank  
Kansas City Banking Center  
1000 Walnut  
Kansas City, MO 64106

**LOAN TYPE.** This is a Variable Rate Nondisclosable Draw Down Line of Credit Loan to a Corporation for \$300,000.00 due on April 23, 2020.

**PRIMARY PURPOSE OF LOAN.** The primary purpose of this loan is for:

- Personal, Family, or Household Purposes or Personal Investment.
- Business (Including Real Estate Investment).

**SPECIFIC PURPOSE.** The specific purpose of this loan is: Current Assets/Working Capital.

**DISBURSEMENT INSTRUCTIONS.** Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$300,000.00 as follows:

Undisbursed Funds:	\$300,000.00
Note Principal:	\$300,000.00

**CHARGES PAID IN CASH.** Borrower has paid or will pay in cash as agreed the following charges:

Prepaid Finance Charges Paid in Cash: \$100.00 Loan Processing Fee Discounted	\$100.00
Total Charges Paid in Cash:	\$100.00

**AUTOMATIC PAYMENTS.** Borrower hereby authorizes Lender automatically to deduct from Borrower's Checking account, numbered 42308, the amount of any loan payment. If the funds in the account are insufficient to cover any payment, Lender shall not be obligated to advance funds to cover the payment. At any time and for any reason, Borrower or Lender may voluntarily terminate Automatic Payments.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING AN ACCOUNT.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person or business opening an account. What this means: When an account is opened, we will ask for information that will allow us to identify our customers (such as name, address, date of birth, etc.). We may also ask to see other documentation such as driver's license, articles of incorporation, partnership agreements or other identifying documents.

**ROUTING NUMBER.** 101000019 - DDA.

**FINANCIAL CONDITION.** BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED JULY 23, 2019.

**BORROWER:**

CROSSROADS CHARTER SCHOOLS

By: Dean R. Johnson, Executive Director of Crossroads Charter Schools



## BOARDING DATA SHEET

Principal \$300,000.00	Loan Date 07-23-2019	Maturity 04-23-2020	Loan No 9001	Call / Coll 9B2 / 3200	Account 5020134	Officer 32109	Initials
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

**Borrower:** Crossroads Charter Schools  
1011 Central St  
Kansas City, MO 64105

**Lender:** Commerce Bank  
Kansas City Banking Center  
1000 Walnut  
Kansas City, MO 64106

### CUSTOMER DATA SUMMARY

Crossroads Charter Schools Street Address: 1011 Central St Mailing Address: Primary Phone:	45-3005772 Corporation Kansas City MO 64105	Borrower County: Jackson County:	Cust #: 5020134 Phone: NAICS: 611110
Resolution: New Resolution		Instructions:	
Officer of Crossroads Charter Schools:		Title: Executive Director	
Dean R. Johnson Street Address: 226 W 70th St Primary Phone:	492-76-9643 Individual Kansas City MO 64113	Officer County: Jackson	Cust #: Phone:
Instructions:			

### BENEFICIAL OWNER(S)

Borrower: Crossroads Charter Schools  
Natural Person Opening Account:

<u>Owner Name</u>	<u>Ownership %</u>	<u>DOB</u>	<u>Address</u>	<u>US Person</u>	<u>SSN</u>	<u>ID</u>
<u>Controller Name/Title</u>		<u>DOB</u>	<u>Address</u>	<u>US Person</u>	<u>SSN</u>	<u>ID</u>

LEI:

### TRANSACTION SUMMARY

Transaction No.: 276504 Product Category: Commercial Possessory Loan Policy: Commercial	Product Description: Commercial Possessory Purpose: Loan is not for Personal, Family, Household Purposes or Personal Investment Purposes. Specific Loan Purpose: Current Assets/Working Capital
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### CLASSIFICATION DATA

Universal Loan Identifier: Application No: Application Date: 07-23-2019 Loan No: 9001 Loan Date: 07-23-2019 Officer: 32109 Barker, Dane Processor No: 85583 Deay, Charlie Collateral Code: 3200 Charge Code: Call Code: 9B2 Pricing Points: 6 Promo Code: Automatic Payments Account: 42308 Account Type: Checking	Branch: 2501 Kansas City Banking Center Dept: CLS Doc Prep Division: Region: Loan Type: Loan Class: New Loan Purpose Code: BA Class Code: 02 General Ledger: 09 Pricing Codes: 11, 23, 1 Source Code:	Employee Loan: No Restricted Access: No Reg O Loan: No Comments:  Portfolio Code: 16 Host System: SIC Code: ELAR ID: 206017 User Code 8:
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### COLLATERAL SUMMARY

Type	SubType	Description	State	Value	Purchase Money	Collateral Code
Possessory	Deposit Account	CD Number 1 with Lender with an approximate balance of \$300,000.00	MO	\$300,000.00	N	3200

Owner(s):

Crossroads Charter Schools Street Address: 1011 Central St Mailing Address: Primary Phone:	45-3005772 Corporation Kansas City MO 64105	Borrower County: Jackson County:	Cust #: 5020134 Phone: NAICS: 611110
Resolution: New Resolution		Instructions:	
Officer of Crossroads Charter Schools:		Title: Executive Director	
Dean R. Johnson Street Address: 226 W 70th St Primary Phone:	492-76-9643 Individual Kansas City MO 64113	Officer County: Jackson	Cust #: Phone:
Instructions:			

**BOARDING DATA SHEET  
(Continued)**

**PAYMENT DATA**

**DRAW DOWN LINE OF CREDIT  
(Variable Rate)**

	<u>Financed</u>	<u>In Cash</u>
AMOUNT REQUESTED:	\$300,000.00	
PREPAID FINANCE CHARGES: Loan Processing Fee Discounted		100.00
SECURITY INTEREST CHARGES:	<u>0.00</u>	
NOTE AMOUNT:	<u>\$300,000.00</u>	<u>\$100.00</u>

PAYMENT CALCULATION:		
No. of Pmts	Amount	Due
8	Interest	Monthly Interest Payments beginning 08-23-2019
1	\$300,565.62	Final Principal and Accrued Interest Payment is due 04-23-2020

Disbursement Date:	07-23-2019
Due Date:	04-23-2020
Interest Reserve:	\$0.00

**INTEREST RATE SELECTION:**

Interest Method: 365/360

Interest Rate: 4.379 at 365/360.

Interest Rate Based On:

2.000 pts. over LIBOR. LIBOR means the rate published under the heading "London Interbank Offered Rate, or Libor" in the "Money Rates" column of the Wall Street Journal for one month maturity adjusted each day. The index is not necessarily the lowest rate charged by Lender on its loans. Rates of interest tied to the Index shall change with and be effective every day from the date of the Note based on the most recent Index then available. In order to preserve the economic benefit of this agreement, Lender reserves the right to adjust the Index in the event reserves are required to be maintained against deposits that were not required on the date of this Note, or in the event other legal or regulatory changes affect the rates paid for deposits. The calculation of any such adjustment made in good faith by Lender shall be deemed reasonable unless manifestly in error. If at any time or times Lender determines (which determination will be conclusive absent manifest error) that (i) the Index has been discontinued for any reason or is no longer being published by a reliable source reasonably available to and used by Lender, (ii) by reason of circumstances affecting the Eurodollar market generally, deposits in dollars (in the applicable amounts) are not being offered to banks in the Eurodollar market for the maturity selected, or adequate means do not exist for ascertaining the Index, (iii) the Index will not adequately and fairly reflect the cost to Lender of maintaining or funding loans based on the Index, or (iv) the administrator of the Index or a governmental authority having jurisdiction over Lender has made a public statement identifying a specific date after which the Index shall no longer be used for determining interest rates for loans, Lender shall determine (which determination shall be conclusive absent manifest error) a replacement Index, by reference to a similar rate index from other sources deemed to be reliable by and available to Lender. Such replacement Index shall give due consideration to the then prevailing market convention for determining an index rate of interest for commercial loans in the United States at such time. In the event that Lender determines a replacement Index, in order to account for the relationship of the replacement Index to the original Index, Lender shall also determine any change necessary to the percentage points ("Margin") to be added to the replacement Index necessary to ensure that the replacement method will measure interest rates in a manner similar to the original Index, and for the avoidance of doubt, any such change to the Margin shall not reduce the applicable interest rate. Reasonably promptly after such determination by Lender, Lender may, by notice to Borrower, amend this Note (without the need for any action or consent by Borrower) (i) to replace the Index with the replacement Index selected, (ii) amend the Margin to be added to the Index, and (iii) state the date upon which the replacement Index and Margin shall be effective. The replacement Index and Margin shall then be deemed the Index and Margin for all purposes of this Note. It shall also be understood that such amendment may become effective prior to such notice. To the extent practicable, the interest rate based on the replacement Index plus the Margin, as it may be adjusted, will be substantially equivalent to the interest rate plus the Margin previously in effect prior to the replacement of the Index. During such period as Lender is determining the replacement Index and until Lender has made a determination of an alternate Index in accordance with the provisions hereof, the interest rate on this Note shall be the per annum rate from time to time announced by Lender at its main office as the "Prime Rate" or as the case may be, the base, reference or other rate then in use for commercial loan reference purposes, not necessarily the lowest or even favored rate, which serves as the basis upon which effective rates of interest are calculated for those loans making reference thereto, plus the Margin referenced above. Notwithstanding the foregoing, at no time shall the Index applicable to this Note be less than zero.

Current Index: 2.379  
Interest Rate is: Not Rounded

Rate Limits Information:  
Floor: 0.000      Ceiling:      Max Rate Incr/Decr at one Time:

APR 4.531%	FINANCE CHARGE \$5,117.61	AMOUNT FINANCED \$299,900.00	TOTAL OF PAYMENTS \$305,017.61
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e means estimate

# Coversheet

## Entegrity Proposal

**Section:** II. Financials  
**Item:** D. Entegrity Proposal  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Financial Summary\_Option 1.pdf  
Financial Summary\_Option 2.pdf



## FINANCIAL SUMMARY – Option 1

This option provides the following scope, financed completely through PACE with some owner equity contribution in Year 0:

1. Comprehensive LED Upgrade
  - a. Thayer new direct-only suspended fixture, basement or 2<sup>nd</sup> floor only core area retrofits, new stairwell fixtures, remaining retrofit
  - b. Retrofit at 1011 Central, 1015 Central and Quality Hill
2. HVAC at 1011 Central
  - a. Three condensing unit replacements & indoor unit retrofits
3. HVAC at 1015 Central
  - a. Five condensing unit replacements & indoor unit retrofits
4. HVAC Scheduling at Quality Hill
5. Utility Rate Adjustment at Quality Hill

The financial pro forma, shown on the following page, assumes the following conditions:

1. Interest Rate of **6.25%**
2. Annual Escalation Rate of **3.0%** for utility and maintenance costs
3. Annual Savings
  - a. Annual Energy Savings of **\$39,839**
  - b. Annual Maintenance Savings of **\$3,528**
  - c. Annual Capital Avoidance Savings of **\$29,000**
4. Up Front Capital
  - a. One-Time Owner Equity Contribution of **\$120,000** (shown in Year 0 Annual Debt Service)
  - b. Grant Contribution of **\$0**
  - c. Utility Rebates of **\$23,760** assigned to Crossroads (shown in Year 0 Maintenance Savings)
5. Total Financed Amount of **\$928,368**
6. Annual Debt Payment of **\$82,590**



Year	Savings				Economic Pro-Forma		Balance
	Measured Savings	Maintenance Savings	Capital Avoidance Savings	Annual Savings	Annual Debt Service	Cash Flow	Cumulative Balance
0	13,280	24,936	-	38,216	120,000	(81,784)	(81,784)
1	39,839	3,528	29,000	72,367	82,590	(10,223)	(92,007)
2	41,034	3,634	29,000	73,668	82,590	(8,922)	(100,929)
3	42,265	3,743	29,000	75,008	82,590	(7,582)	(108,510)
4	43,533	3,855	29,000	76,388	82,590	(6,201)	(114,712)
5	44,839	3,971	29,000	77,810	82,590	(4,780)	(119,492)
6	46,184	4,090	29,000	79,274	82,590	(3,315)	(122,807)
7	47,570	4,213	29,000	80,782	82,590	(1,807)	(124,614)
8	48,997	4,339	29,000	82,336	82,590	(254)	(124,868)
9	50,467	4,469	29,000	83,936	82,590	1,346	(123,522)
10	51,981	4,603	29,000	85,584	82,590	2,994	(120,527)
11	53,540	4,741	29,000	87,282	82,590	4,692	(115,836)
12	55,146	4,884	29,000	89,030	82,590	6,440	(109,395)
13	56,801	5,030	29,000	90,831	82,590	8,241	(101,154)
14	58,505	5,181	29,000	92,686	82,590	10,096	(91,058)
15	60,260	5,336	29,000	94,596	82,590	12,007	(79,051)
16	62,068	5,497	29,000	96,564	82,590	13,975	(65,076)
17	63,930	5,661	29,000	98,591	82,590	16,002	(49,075)
18	65,848	5,831	29,000	100,679	82,590	18,089	(30,985)
19	67,823	6,006	29,000	102,829	82,590	20,240	(10,746)
20	69,858	6,186	29,000	105,044	82,590	22,455	11,709
<b>TOTAL:</b>	<b>\$1,083,769</b>	<b>\$119,735</b>	<b>\$580,000</b>	<b>\$1,783,503</b>	<b>1,771,794</b>	<b>\$11,709</b>	

For reference, if Crossroads were to remove guarantee services and pay for each measure up-front, the project would total **\$736,500**

1. The lighting project and Quality Hill HVAC would be **\$507,427**
2. The 1011 Central HVAC would be **\$156,982**
3. The 1015 Central HVAC would be **\$72,091**





## FINANCIAL SUMMARY – Option 2

This option provides the following scope, financed completely through PACE with **no** owner equity contribution in Year 0:

1. Comprehensive LED Upgrade
  - a. Thayer new direct-only suspended fixture, basement or 2<sup>nd</sup> floor only core area retrofits, new stairwell fixtures, remaining retrofit
  - b. Retrofit at 1011 Central, 1015 Central and Quality Hill
2. HVAC at 1011 Central
  - a. Three condensing unit replacements & indoor unit retrofits
3. HVAC at 1015 Central
  - a. Five condensing unit replacements & indoor unit retrofits
4. HVAC Scheduling at Quality Hill
5. Utility Rate Adjustment at Quality Hill

The financial pro forma, shown on the following page, assumes the following conditions:

1. Interest Rate of **6.25%**
2. Annual Escalation Rate of **3.0%** for utility and maintenance costs
3. Annual Savings
  - a. Annual Energy Savings of **\$39,839**
  - b. Annual Maintenance Savings of **\$3,528**
  - c. Annual Capital Avoidance Savings of **\$34,000**
4. Up Front Capital
  - a. One-Time Owner Equity Contribution of **\$0**
  - b. Grant Contribution of **\$0**
  - c. Utility Rebates of **\$23,760** assigned to Crossroads (shown in Year 0 Maintenance Savings)
5. Total Financed Amount of **\$1,020,610**
6. Annual Debt Payment of **\$90,796**



Year	Savings				Economic Pro-Forma		Balance
	Measured Savings	Maintenance Savings	Capital Avoidance Savings	Annual Savings	Annual Debt Service	Cash Flow	Cumulative Balance
0	13,280	24,936	-	38,216	-	38,216	38,216
1	39,839	3,528	34,000	77,367	93,265	(15,898)	22,317
2	41,034	3,634	34,000	78,668	93,265	(14,597)	7,720
3	42,265	3,743	34,000	80,008	93,265	(13,257)	(5,537)
4	43,533	3,855	34,000	81,388	93,265	(11,877)	(17,414)
5	44,839	3,971	34,000	82,810	93,265	(10,455)	(27,869)
6	46,184	4,090	34,000	84,274	93,265	(8,991)	(36,860)
7	47,570	4,213	34,000	85,782	93,265	(7,483)	(44,343)
8	48,997	4,339	34,000	87,336	93,265	(5,929)	(50,272)
9	50,467	4,469	34,000	88,936	93,265	(4,329)	(54,601)
10	51,981	4,603	34,000	90,584	93,265	(2,681)	(57,282)
11	53,540	4,741	34,000	92,282	93,265	(984)	(58,266)
12	55,146	4,884	34,000	94,030	93,265	765	(57,501)
13	56,801	5,030	34,000	95,831	93,265	2,566	(54,935)
14	58,505	5,181	34,000	97,686	93,265	4,421	(50,514)
15	60,260	5,336	34,000	99,596	93,265	6,331	(44,183)
16	62,068	5,497	34,000	101,564	93,265	8,299	(35,884)
17	63,930	5,661	34,000	103,591	93,265	10,326	(25,558)
18	65,848	5,831	34,000	105,679	93,265	12,414	(13,144)
19	67,823	6,006	34,000	107,829	93,265	14,564	1,420
20	69,858	6,186	34,000	110,044	93,265	16,779	18,199
<b>TOTAL:</b>	<b>\$1,083,769</b>	<b>\$119,735</b>	<b>\$680,000</b>	<b>\$1,883,503</b>	<b>1,865,304</b>	<b>\$18,199</b>	

For reference, if Crossroads were to remove guarantee services and pay for each measure up-front, the project would total **\$736,500**

1. The lighting project and Quality Hill HVAC would be **\$507,427**
2. The 1011 Central HVAC would be **\$156,982**
3. The 1015 Central HVAC would be **\$72,091**

# Coversheet

## Draft 2018-19 UCM Annual Oversight Review

**Section:** III. Governance  
**Item:** A. Draft 2018-19 UCM Annual Oversight Review  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** CCS Final Copy AOR 18-19.pdf

May 7, 2019

Mr. Dean Johnson, Executive Director  
Crossroads Charter Schools  
1015 Central Street  
Kansas City, MO 64105

Dear Mr. Johnson,

Please find the attached Crossroads Charter Schools 2018-2019 Annual Oversight Report conducted by the Office of Charter Schools at the University of Central Missouri (UCM). The report includes: the background and purpose of the report, a summary of all site reviews conducted throughout the school year, and detailed site reviews from all areas of charter school sponsor oversight. The summary section allows an immediate check of the overall progress of the school, leaving time for a purposeful analysis of the detailed site reviews to assist you, the Crossroads Charter Schools Board of Directors, and the schools' administrative teams in making data-informed decisions.

The presentation of the Annual Oversight Report to the Crossroads Charter Schools Board is conducted according to Missouri statute 160.405.6, "The sponsor and the governing board and staff of the charter school shall jointly review the school's performance, management and operations during the first year of operation and then every other year". This report evaluates the school's student academic performance, governance, financial operations, and school administration and operations, as well as its adherence to the mission and goals stated in the charter. Review team members identified strengths and offered recommendations in different areas. School officials are encouraged to use the information in school improvement efforts. While not required, the Crossroads Charter Schools governing board and/or school officials may respond in writing to the report. Written responses received from the school will be attached to or embedded in the report for future reference. A copy of the final report will be sent to the Missouri Department of Elementary and Secondary Education.

Thank you for the opportunity to present the UCM Annual Oversight Report at a regularly scheduled board meeting and to answer questions board members or school administrators may have. Please contact me if I may provide further assistance.

Respectfully,



Victoria Hughes  
Director

cc: Robert Lee, Dean, College of Education  
Beth Sweetman, President, Crossroads Charter Schools, Board of Directors  
John Robertson, Department of Elementary and Secondary Education

**Crossroads Charter Schools  
2018-2019 Annual Oversight Report  
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Background and Purpose: [Click here to view](#)

Annual Oversight Review Explanation: [Click here to view](#)

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<b>Annual Oversight Review Summary</b>				
<b>School:</b>		<b>Crossroads Charter Schools</b>		
<b>School Year:</b>		<b>2018-2019</b>		
<b>Academic Performance PART 1 Academic Achievement Review</b>	<b>Not Met</b>	<b>Partially Met</b>	<b>Met</b>	<b>Not Applicable / Required</b>
1.1 The school meets MSIP 5 annual performance indicators (APR) (1)	0	0	1	0
1.2 Student Achievement Levels Over Time – Status (7)	0	1	3	3
1.3 School Improvement Over Time – Progress (1)	1	0	0	0
1.4 Student Achievement Over Time - Growth (3)	0	1	0	2
1.5 Student Engagement (4)	0	0	2	2
<b>PART 2 Data Collection, Analysis, and Maintenance</b>	<b>Not Met</b>	<b>Partially Met</b>	<b>Met</b>	<b>Not Applicable / Required</b>
2.1 The school effectively collects, analyzes and stores data. (7)	0	0	7	0
<b>Part 3 Curriculum</b>	<b>Not Met</b>	<b>Partially Met</b>	<b>Met</b>	<b>Not Applicable / Required</b>
3.1 Vertical Curriculum Continuity (7)	0	1	6	0
3.2 Horizontal Curriculum Continuity (10)	0	4	6	0
3.3 Instruction Based on Curriculum (11)	0	5	6	0
3.4 Curriculum Priority (4)	0	1	3	0
3.5 Positive Human Relations (6)	0	1	5	0
3.6 Planned Change (3)	0	2	1	0
<b>Part 4 Plans for Student Success</b>	<b>Not Met</b>	<b>Partially Met</b>	<b>Met</b>	<b>Not Applicable / Required</b>
4.1 Strategic/School Improvement Plan (8)	0	0	8	0

4.2 Professional Development Plan (7)	0	0	7	0
4.3 Technology Plan (7)	0	0	7	0
4.4 Title Plans (3)	0	0	0	0
4.5 Facilities Maintenance Plan (4)	0	0	4	0
4.6 Assessment Plan (5)	0	0	5	0
<b>School Governance Part 5 Board Governance</b>	<b>Not Met</b>	<b>Partially Met</b>	<b>Met</b>	<b>Not Applicable / Required</b>
5.1 The School Board operates legitimately and in the best interest of its students and mission. (7)	0	3	4	0
5.2 Meetings are regularly scheduled and appropriately conducted. (9)	0	0	9	0
5.3 Governance records and documentation are appropriately kept and maintained.(7)	0	1	6	0
5.4 School business is conducted in a transparent manner, free of conflict of interest, and models best practices regarding governance roles and responsibilities. (7)	0	1	6	0
<b>Part 6 Board Policy</b>	<b>Not Met</b>	<b>Partially Met</b>	<b>Met</b>	<b>Not Applicable / Required</b>
6.1 Board policy deficits from last year have been developed or revised as needed. (1)	0	0	1	0
6.2 New policies required by changes in statutes or UCM have been developed. (6)	0	0	5	1
6.3 Policies required by statutes or UCM have been developed and are followed. (12)	0	0	12	0
6.4 Board policies are reviewed annually, communicated, and easily accessible. (3)	0	0	3	0
<b>Financial Operations Part 7 Financial Operations</b>	<b>Not Met</b>	<b>Partially Met</b>	<b>Met</b>	<b>Not Applicable / Required</b>

7.1 Fiscal records are appropriately maintained.(6)	0	0	5	1
7.2 The school operates in a fiscally sound and appropriate manner.(8)	0	1	7	0
7.3 Required fiscal reports and audits are completed appropriately and timely submitted. (8)	0	0	6	2
7.4 School business and expenses are made free of conflict of interest and directed toward meeting the mission of the school. (8)	0	0	7	1
<b>School Administration and Operations Part 8 Facilities and Safety</b>	<b>Not Met</b>	<b>Partially Met</b>	<b>Met</b>	<b>Not Applicable / Required</b>
Central Street				
8.1 Proper planning and inspections are in place to insure long-term safety and functionality. (7)	0	2	4	1
8.2 The interior of the building is clean, properly maintained and designed in an effort to support the instructional process. (16)	0	0	16	0
8.3 The exterior of the building is easily recognizable, free of clutter and properly maintained in an effort to promote safety for students and the community. (8)	0	1	7	0
8.4 Procedures are in place to insure safety. (14)	0	0	13	1
Quality Hill				
8.1 Proper planning and inspections are in place to insure long-term safety and functionality. (7)	0	2	4	1
8.2 The interior of the building is clean, properly maintained and designed in an effort to support the instructional process. (16)	0	0	16	0



8.3 The exterior of the building is easily recognizable, free of clutter and properly maintained in an effort to promote safety for students and the community. (8)	0	0	7	1
8.4 Procedures are in place to insure safety. (14)	0	0	13	1
High School				
8.1 Proper planning and inspections are in place to insure long-term safety and functionality. (7)	0	1	5	1
8.2 The interior of the building is clean, properly maintained and designed in an effort to support the instructional process. (16)	0	0	16	0
8.3 The exterior of the building is easily recognizable, free of clutter and properly maintained in an effort to promote safety for students and the community. (8)	0	0	7	1
8.4 Procedures are in place to insure safety. (14)	0	0	13	1
<b>Part 9 Personnel Payroll</b>	<b>Not Met</b>	<b>Partially Met</b>	<b>Met</b>	<b>Not Applicable / Required</b>
9.1 Personnel policies and procedures are appropriately conducted in a manner that promotes the recruitment and retention of an effective instructional staff. (12)	0	3	9	0
<b>Part 10 Required Training and Drills</b>	<b>Not Met</b>	<b>Partially Met</b>	<b>Met</b>	<b>Not Applicable / Required</b>
10.1 Students and/or staff participate in appropriate drills and training. (11)	0	5	6	0
<b>Part 11 Student Enrollment and Records</b>	<b>Not Met</b>	<b>Partially Met</b>	<b>Met</b>	<b>Not Applicable / Required</b>
11.1 Student enrollment procedures and recording keeping are appropriately conducted and maintained.	1	1	19	0

(21)				
<b>Part 12 Special Education</b>	<b>Not Met</b>	<b>Partially Met</b>	<b>Met</b>	<b>Not Applicable / Required</b>
12.1 Initial File Review (11)	<b>0</b>	<b>0</b>	<b>11</b>	<b>0</b>
12.2 Reevaluation File Review (7)	<b>0</b>	<b>0</b>	<b>7</b>	<b>0</b>
12.3 Individual Education Plan (IEP) (14)	<b>0</b>	<b>0</b>	<b>14</b>	<b>0</b>
12.4 Transfer File Review (6)	<b>0</b>	<b>0</b>	<b>6</b>	<b>0</b>
12.5 Transition (9)	<b>0</b>	<b>0</b>	<b>9</b>	<b>0</b>
12.6 Discipline (3)	<b>0</b>	<b>0</b>	<b>3</b>	<b>0</b>

<b>Part 1: Academic Achievement Review</b>			
<b>Reviewed by:</b>		<b>Doug Thomas</b>	
<b>Review Date(s):</b>		<b>April 9, 2019</b>	
<b>Section</b>	<b>1.1 Annual Performance Report (APR)</b>	<b>Status</b>	<b>Comments/Recommendations</b>
1.1	The school meets MSIP 5 annual performance indicators (APR).	<b>Met</b>	Met: 70% to 100% Partially Met: 50% to 69% Not Met: 49% or below  97.3%, an excellent APR. MPI scores for ELA and Math were solid, however a slight decline in Math scores was evident.
<b>Section</b>	<b>1.2 Student Achievement Levels Over Time - Status</b>	<b>Status</b>	<b>Comments/Recommendations</b>
1.2.1	Students will generate a higher MAP Index score than the KCPS on a majority of the required assessments.	<b>Met</b>	Crossroads Charter School significantly outperformed KCPS (same grade configurations 3-8) on both ELA (348.2 compared to 251.1) and Math (293.9 compared to 213.6). There were not scores for Science or SS in 2018.
1.2.2	Students will generate a higher MAP Index score than KCPS peer schools on a majority of the required assessments.	<b>Met</b>	4/4 100% Crossroads Charter School scored higher than Garfield and Whittier on Math and ELA.
1.2.3a	Students will show proficiency in MAP ELA.	<b>Met</b>	Met: 50% or greater Partially Met: 35-49% Not Met: 34% or lower  51% of the students scored Proficient or Advanced in ELA.
1.2.3b	Students will show proficiency in MAP Mathematics.	<b>Partially Met</b>	Met: 50% or greater Partially Met: 35-49% Not Met: 34% or lower  36.9 % of the students scored Proficient or Advanced in Math, a slight decline from 2017.

1.2.3c	Students will show proficiency in MAP Science.	<b>Not Applicable /Required</b>	Met: 50% or greater Partially Met: 35-49% Not Met: 34% or lower  No Science assessment was administered in 2017-2018.
1.2.3d	Students will show proficiency in MAP Social Studies.	<b>Not Applicable /Required</b>	Met: 50% or greater Partially Met: 35-49% Not Met: 34% or lower  No Social Studies assessment was administered in 2017-2018.
1.2.4	Students met target on in-house measures of achievement as per contract goals.	<b>Not Applicable /Required</b>	No additional in-house status measures are included in the CCS contract.
<b>Section</b>	<b>1.3 School Improvement Over Time - Progress</b>	<b>Status</b>	<b>Comments/Recommendations</b>
1.3.1	Students will generate "Progress Points" within the building APR calculations.	<b>Not Met</b>	Crossroads generated 6/12 progress points for ELA, and 3/12 for Math, for a total of 9/24. This is less than 50% needed for the benchmark. Crossroads has increased it's MPI to above 300 level in ELA and close to 300 in Math, and it will be difficult to generate "progress" every year. Next year, CCS will be "exempt" on the ELA indicator, as the overall performance was "on track".
<b>Section</b>	<b>1.4 Student Achievement Over Time - Growth</b>	<b>Status</b>	<b>Comments/Recommendations</b>
1.4.1	School will earn "Growth" points as calculated for MSIP 5 APR.	<b>Partially Met</b>	Met: 70% to 100% Partially Met: 50% to 69% Not Met: 49% or below  CCS generated 50% of the possible growth points for the APR calculation. Growth points indicate students performed higher than statistically projected. CCS met the benchmark for this indicator. 12/12 were earned in ELA, and 0/12 were earned in Math.
1.4.2a	Students will improve in ELA as measured by nationally normed assessment.	<b>Not Applicable /Required</b>	CCS is changing its nationally normed assessment, moving from NWEA to ANet. School leaders are working with their data collection consultant to see the results

			and how this growth measure is to be measured.
1.4.2b	Students will improve in Math as measured by nationally normed assessment.	<b>Not Applicable /Required</b>	CCS is changing its nationally normed assessment, moving from NWEA to ANet. School leaders are working with their data collection consultant to see the results and how this growth measure is to be measured.
<b>Section</b>	<b>1.5 Student Engagement</b>	<b>Status</b>	<b>Comments/Recommendations</b>
1.5.1	Students will meet established attendance goals.	<b>Met</b>	Traditional attendance was 94.5%. On the DESE proportional attendance rate, CCS generated a 90.9% rate of students in attendance 90% of the time. CCS generated 10/10 attendance points.
1.5.2	School will meet established student retention goals.	<b>Met</b>	CCS retained 87% of its students from the previous year. Of 592 students, 78 did not return in Fall 2018.
1.5.3	School will meet established graduation rate.	<b>Not Applicable /Required</b>	Not applicable. The school will need three years of graduation data to complete this data set.
	<b>Part 1 General Comments/Recommendations:</b>		
	Crossroads Charter School has generated a solid APR score. The school did benefit from “grandfathered” points from previous years, and there was a slight decline in the Math components.		

<b>Part 2: Data Collection, Analysis and Maintenance Review</b>			
<b>Reviewed by:</b>		<b>Doug Thomas</b>	
<b>Review Date(s):</b>		<b>April 9, 2019</b>	
<b>Section</b>	<b>2. 1 The School has effectively and systematically gathered student achievement data applicable to the academic performance indicators outlined in the agreement.</b>	<b>Status</b>	<b>Comments/Recommendations</b>
2.1.1	Are the data appropriately disaggregated and analyzed to determine the degree the school has achieved the academic performance indicators outlined in the charter agreement?	<b>Met</b>	<ul style="list-style-type: none"> <li>• MAP and NWEA? ANet? achievement data and student retention and attendance data are collected.</li> <li>• Satisfaction survey of parents has been administered and disaggregated. Results remain positive.</li> </ul>
2.1.2	What longitudinal data are being collected, analyzed, and maintained?	<b>Met</b>	<ul style="list-style-type: none"> <li>• MAP, ANet or NWEA, attendance, retention, ST Math (math assessment), Lexia (Reading assessment), Anet (grades 2 to 9, tracking math and reading over multiple years) are collected</li> </ul>
2.1.3	Provide evidence that student specific data are being collected, analyzed, and maintained.	<b>Met</b>	<ul style="list-style-type: none"> <li>• Teachers are provided with student specific MAP and Anet or NWEA data.</li> <li>• Data teams meet every month with school leaders to review tracking information.</li> <li>• Teams review formative assessments, ANet or NWEA, MAP, and check-ins (Mastery Connect) on a regular basis.</li> <li>• Teachers generate instructional targets for each student.</li> </ul>
2.1.4	Provide evidence that academic performance data and results are presented in a straightforward and logical manner.	<b>Met</b>	<ul style="list-style-type: none"> <li>• Teachers are provided with student specific data.</li> <li>• Data teams meet regularly, twice per month.</li> <li>• Instructional coaches (1 at each school) provide support for the data teams, and meet with the teams. Process is led by Principal, who meets with the Instructional Coaches and Chief Academic Officer weekly.</li> </ul>

2.1.5	Describe the process that performance data are shared with staff.	<b>Met</b>	<ul style="list-style-type: none"> <li>• Content specific goals are established and shared by the staff.</li> <li>• Data teams meet regularly to review student performance data.</li> <li>• Data teams also meet with the principal and instructional coaches.</li> <li>• Mastery Connect generates student competency data that are routinely provided to the instructional staff.</li> </ul>
2.1.6	What curriculum or instructional revisions have been made over the past year due to the school's performance data?	<b>Met</b>	<ul style="list-style-type: none"> <li>• Staff includes a data consultant who collects and presents the data to instructional teams and full time coaches for Communication Arts, Math and Science.</li> <li>• CCS continues efforts geared toward improving math.</li> <li>• Math curriculum is changing to Engage NY.</li> <li>• Teachers review scores and create small group activities to work on identified skill sets.</li> <li>• Individual lesson plans are developed for students scoring below acceptable benchmark scores.</li> <li>• School leadership team focus on providing ongoing professional development geared toward addressing identified student needs</li> </ul>
2.1.7	<p>Provide evidence the data are collected and maintained as institutional data for the school.</p> <p>a. Data collection and analysis are components of a board approved position with written job description.</p> <p>b. Data collection is maintained on an institutional computer with appropriate backup and security components in place</p> <p>c. Data analyses are regularly submitted to and reviewed by the governing board</p>	<b>Met</b>	<ul style="list-style-type: none"> <li>• The leadership team has continued to expand with the growth of the school.</li> <li>• Tracker is web-based, secured, google web sheet.</li> <li>• Instructional staff sets specific goals for classrooms, grade levels, and overall school.</li> <li>• School leaders are committed to maintaining a data-driven school improvement process at all levels.</li> <li>• School officials and staff demonstrated appropriate knowledge and skills relative to data collection and utilization.</li> <li>• Student achievement data are provided to the board at monthly board meetings.</li> </ul>
<b>Part 2 General Comments/Recommendations:</b>			

	<p>Crossroad Charter School has effectively and systematically gathered student achievement data applicable to the academic performance indicators outlined in the agreement. There are no concerns or recommendations.</p>
	<p>School officials have developed effective data-driven school improvement processes. The school has devoted time, personnel, and processes to the appropriate collection and utilization of achievement data to support and drive its academic program.</p>



<b>Part 3: Curriculum Review</b>			
<b>Reviewed by:</b>		<b>Tysie McDowell-Ray (Jen Holland-Marks)</b>	
<b>Review Date(s):</b>		<b>2018-2019 School Year</b>	
<b>Section</b>	<b>3.1 Vertical Curriculum Continuity</b>	<b>Status</b>	<b>Comments/Recommendations</b>
3.1.1	Curriculum Housing	<b>Met</b>	
3.1.2	Curriculum Map Use	<b>Met</b>	
3.1.3	Vertical Articulation	<b>Met</b>	
3.1.4	Priority Standards	<b>Met</b>	
3.1.5	Curriculum Overlap and Gaps	<b>Partially Met</b>	
3.1.6	Missouri Learning Standards OR Common Core State Standards	<b>Met</b>	
3.1.7	Unpacking Standards	<b>Met</b>	
<b>Section</b>	<b>3.2 Horizontal Curriculum Continuity</b>	<b>Status</b>	<b>Comments/Recommendations</b>
3.2.1	Curriculum Appropriateness	<b>Met</b>	
3.2.2	High Expectations for Students	<b>Partially Met</b>	
3.2.3	Alignment of Curriculum, Assessment and Pedagogy	<b>Partially Met</b>	
3.2.4	Depth of Knowledge	<b>Met</b>	
3.2.5	Lesson Objectives (I Can Statements)	<b>Partially Met</b>	
3.2.6	Student Skills	<b>Met</b>	
3.2.8	Rigor of Assessments	<b>Met</b>	
3.2.9	Use of Data	<b>Partially Met</b>	
3.2.10	Cross-Curricular Components	<b>Met</b>	
<b>Section</b>	<b>3.3 Instruction Based on Curriculum</b>	<b>Status</b>	<b>Comments/Recommendations</b>
3.3.1	Lesson Planning	<b>Partially Met</b>	
3.3.2	Lesson Structure	<b>Partially Met</b>	
3.3.3	Lesson Activities Aligned to Learning	<b>Partially</b>	

	Objectives	Met	
3.3.4	Demonstrations of Learning (DOLs)/Checks for Understanding	Met	
3.3.5	Quality of Learning Experiences	Partially Met	
3.3.6	Activities and Materials	Met	
3.3.7	Differentiation	Partially Met	
3.3.8	Cultural Awareness	Met	
3.3.9	Instructional Grouping	Met	
3.3.10	Community Connections	Met	
3.3.11	Technology Integration	Met	
<b>Section</b>	<b>3.4 Curriculum Priority</b>	<b>Status</b>	<b>Comments/Recommendations</b>
3.4.1	Providing Resources	Met	
3.4.2	Resource Training	Partially Met	
3.4.3	Budget Allocation for Instructional Resources	Met	
3.4.4	Curriculum Development	Met	
<b>Section</b>	<b>3.5 Positive Human Relations</b>	<b>Status</b>	<b>Comments/Recommendations</b>
3.5.1	Internal Feedback to Staff	Met	
3.5.2	Stakeholder Engagement	Partially Met	
3.5.3	Staff Collaboration	Met	
3.5.4	Staff Collaboration Expectations	Met	
3.5.5	School Professional Development Plans	Met	
3.5.6	Teacher Professional Development Plans	Met	
<b>Section</b>	<b>3.6 Planned Change</b>	<b>Status</b>	<b>Comments/Recommendations</b>
3.6.1	School/LEA Improvement Plan or Action Plan with Goals	Partially Met	
3.6.2	Data Driven Decision Making	Met	
3.6.3	Monitoring of Curriculum at Site Level	Partially Met	
	<b>Part 3 General</b>		

	<b>Comments/Recommendations:</b>		
	During the 2018-2019 school year, teachers and administrators conducted a self-evaluation of the Curriculum.		

<b>Part 4: Plans for Student Success Review</b>			
<b>Reviewed by:</b>		<b>Lynne Beachner</b>	
<b>Review Date(s):</b>		<b>March 7, 2019</b>	
<b>Section</b>	<b>4.1 Strategic/School Improvement Plan</b>	<b>Status</b>	<b>Comments/Recommendations</b>
4.1.1	A Strategic / School Improvement Plan is in place.	<b>Met</b>	2017-2022 Updated with Board approval in August with input from community. The plan uses descriptors such as “deepen our understanding...,” “refine and implement with excellence...,” “strengthen...”
4.1.2	All appropriate stakeholders were involved in the development of the strategic plan.	<b>Met</b>	Surveys of staff and parent feedback at Town Hall meeting.
4.1.3	The plan was built on a multiple year implementation (3-5 years)	<b>Met</b>	2017-2022
4.1.4	The mission/vision was revisited and approved by the Board at the time of the plan.	<b>Met</b>	2017
4.1.5	A SWOT analysis or improvement assessment was completed to help drive the plan.	<b>Met</b>	Full day session
4.1.6	The plan uses SMART goals: Specific, Measurable, Attainable, Relevant, and Time-Bound.	<b>Met</b>	
4.1.7	A process for implementing the plan is in place.	<b>Met</b>	Meet once a month to go through the plan to review needed steps
4.1.8	Your goals/milestones are well defined and have indicators that measure your degree of completion.	<b>Met</b>	Dates in place and checked off as completed Consultant built the template for them
<b>Section</b>	<b>4.2 Professional Development Plan</b>	<b>Status</b>	<b>Comments/Recommendations</b>
4.2.1	There is a Professional Development Plan in Place.	<b>Met</b>	2018-2019
4.2.2	The Professional development plan is an outgrowth of the strategic plan.	<b>Met</b>	Contains goals that are in the strategic plan
4.2.3	The development of the professional development plan had input from stakeholders and uses data from	<b>Met</b>	Teacher input as well as student data

	student learning.		
4.2.4	There are provisions in your Professional Development plan for meeting the needs of individual teachers.	<b>Met</b>	Budget line item for professional development for individuals. Schools have individual plans as well as include district goals and offerings.
4.2.5	The Professional Development Plan supports the need to scaffold learning for teachers over time.	<b>Met</b>	Equity – every month builds on prior training
4.2.6	Adequate funding has been set aside in the annual budget to support Professional Development.	<b>Met</b>	\$53,000 YTD- \$46,000
4.2.7	The elements of the plan are based on best practice.	<b>Met</b>	
<b>Section</b>	<b>4.3 Technology Plan</b>	<b>Status</b>	<b>Comments/Recommendations</b>
4.3.1	A Technology Plan is in place.	<b>Met</b>	Based on Strategic Plan - 2018-2021
4.3.2	The technology plan is an outgrowth of the strategic plan.	<b>Met</b>	Decisions are based on what students need.
4.3.3	Appropriate stakeholders were involved in creating the plan and there is teachers buy-in into the goals set up in the plan.	<b>Met</b>	Admin, Teachers, and staff had input into the plan.
4.3.4	The budget adequately supports the technology plan.	<b>Met</b>	The budget has appropriations across many line items – Grants last year & this year. CSP grant has money over 5 years.
4.3.5	There is an evaluation of software and hardware usage by both students and teachers.	<b>Met</b>	The process is ongoing. What models work better at each grade level. Consistency in type of hardware.
4.3.6	Training for technology is included in your Professional Development Plan.	<b>Met</b>	Most training is In-house and is coordinated with K-12
4.3.7	The school utilizes e-rate as a funding source when appropriate.	<b>Met</b>	This year it paid for cabling in the high school.
<b>Section</b>	<b>4.4 Title Plans</b>	<b>Status</b>	<b>Comments/Recommendations</b>
4.4.1	Appropriate Title Plan(s) are in place.	<b>Met</b>	
4.4.2	Title plans are filed online with DESE	<b>Met</b>	
4.4.3	One person is responsible for submitting each plan to DESE.	<b>Met</b>	Tysie McDowell- Ray develops the plans with input parents, Instructional coaches, Administrators.
<b>Section</b>	<b>4.5 Facilities Maintenance Plan</b>	<b>Status</b>	<b>Comments/Recommendations</b>
4.5.1	There is a Facilities Maintenance Plan in place.	<b>Met</b>	

4.5.2	A building assessment is conducted on a regular basis.	<b>Met</b>	MC Realty – General Preventative Plan & Capital Projects Plan.
4.5.3	There is a plan for anticipated growth or decline in student enrollment.	<b>Met</b>	CPA Plan will open other floors each year. Expansion of CR because of 6th graders from Quality Hill
4.5.4	The facilities plan reviews and analyzes the following: 1. Building Site (Topography, drainage, retaining walls, paving, curbing, lighting) 2. Building Envelope (Windows and Walls) 3. Structural (Foundation and Framing) 4. Interior Elements (Stairways, hallways, common areas) 5. Roofing Systems. 6. Mechanical Systems (Heating, Ventilation, and Air Conditioning) 7. Plumbing.	<b>Met</b>	
<b>Section</b>	<b>4.6 Assessment Plan</b>	<b>Status</b>	<b>Comments/Recommendations</b>
4.6.1	There is an Assessment Plan in place.	<b>Met</b>	
4.6.2	The assessment plan outlines the dates and times for all testing.	<b>Met</b>	Specified dates on calendar. The plan outlines frequency.
4.6.3	The assessment plan reflects the goals of the strategic plan.	<b>Met</b>	Addresses mastery of standards as well as test prep.
4.6.4	The assessment plan details how data is used by staff.	<b>Met</b>	
4.6.5	Assessments are aligned to the school's curriculum and to MO standards.	<b>Met</b>	Clear Expectations
	<b>Part 4 General Comments/Recommendations:</b>		

<b>Part 5: Board Governance Review</b>			
<b>Reviewed by:</b>		<b>Mike Ringen and Julie Brunner</b>	
<b>Review Date(s):</b>		<b>January 18 and 25, 2019</b>	
<b>Section</b>	<b>5.1 The School Board operates legitimately and in the best interest of its students and mission.</b>	<b>Status</b>	<b>Comments/Recommendations</b>
5.1.1	Throughout the year Board composition meets all requirements of its bylaws and appropriate state regulations regarding governance. (Proactive recruiting) (Board Minutes Attendance)	<b>Met</b>	See 5.1.2 Based on reviewed documents, remainder of by-laws were followed.
5.1.2	The proper number of members are on the Board as noted in the Bylaws/ policies/ contract with the University of Central Missouri.	<b>Met</b>	By-laws state between 7 and 15 members. There was a period of time in 2018 when board contained only 6 members. There are currently 8.
5.1.3	The Board participates in long range strategic planning and there is a process in place for plans to be evaluated yearly (i.e., student performance, facility, growth, budget, school improvement, etc.). (Review student, teacher and parent surveys, Board minutes on strategic planning...)	<b>Met</b>	Strategic Plan update approved in August Board minutes. Strategic Plan goals and objectives and implementation processes are in place. No strategies or action plans are identified on the plan. It seems, however, to be a usable  Recommendation: a plan to evaluate progress and make revisions/updates annually.
5.1.4	The school is in material compliance with applicable law (IDEA, NCLB, SPED, Title I, Title VI, FERPA, etc.). (Policies in place, no DESE investigations, any letters stating noncompliance, etc.)	<b>Met</b>	In compliance, per administrator.
5.1.5	There is a practice in place for Board member induction and continuous training. (First-year board member: 8 hours; other board members: 4 hour per year)	<b>Partially Met</b>	Pending - Administrator will check with Charter Board Partners for documentation.



5.1.6	Board actively seeks and includes parental and community involvement in its governance according to charter (Parent representation on Board, have input into strategic planning, PTO, etc.) (Board Agenda/Minutes - Open Forum)	Partially Met	There were no parents on the Strategic Planning Committee. They have a parent advisory committee, and the chief academic officer meets with them quarterly. They have town hall meetings at some Board meetings.
5.1.7	School Board members' Family Care Safety Registry reports and Background Checks are complete and kept on file.	Partially Met	Need background check verifications for 3 of 8 members.
<b>Section</b>	<b>5.2 Meetings are regularly scheduled and appropriately conducted.</b>	<b>Status</b>	<b>Comments/Recommendations</b>
5.2.1	There are at least 10 regular meetings of the Board.	Met	
5.2.2	Board meeting are posted in sufficient time and include a tentative agenda.	Met	
5.2.3	The president of the Board and the Executive are both involved in Board meeting planning.	Met	Superintendent, Board President, and school administrators collaborate each month and build the agenda.
5.2.4	Minutes include a record of Board members attending and those absent.	Met	They also have a guest sign-in sheet.
5.2.5	Action is taken with motions, seconds and votes.	Met	
5.2.6	There is a roll-call vote to enter a closed session.	Met	
5.2.7	Confidential minutes are developed for closed sessions and securely maintained.	Met	Operations Manager takes minutes.
5.2.8	Business is conducted in compliance with Missouri open meeting laws.	Met	
5.2.9	A quorum is present for all Board Meetings. (No meeting was cancelled for lack of a quorum without rescheduling.)	Met	
<b>Section</b>	<b>5.3 Governance records and documentation are appropriately kept and maintained.</b>	<b>Status</b>	<b>Comments/Recommendations</b>
5.3.1	Board minutes are available to the public upon request within 3 business days.	Met	Available on website.
5.3.2	Board minutes are properly maintained	Met	Operations manager.

	(Kept in one place, one person oversees, easily accessible, etc.).		
5.3.3	Board minutes are current.	<b>Met</b>	
5.3.4	Board minutes are complete.	<b>Met</b>	
5.3.5	The Notice of Meeting is included in the documentation of monthly meeting.	<b>Met</b>	Includes agenda.
5.3.6	Governance records are developed and maintained by staff or consultants – not Board members.	<b>Met</b>	
5.3.7	Deficient findings from last years' UCM review have been corrected.	<b>Partially Met</b>	Pending from Charter Board Partners.
<b>Section</b>	<b>5.4 School business is conducted in a transparent manner, free of conflict of interest, and models best practices regarding governance roles and responsibilities.</b>	<b>Status</b>	<b>Comments/Recommendations</b>
5.4.1	There are indications that the Board knows and sustains the difference between administration (management of the school) and governance (policy, outcome setting, monitoring outcomes, evaluation of the top executive, etc.)	<b>Met</b>	All documents needed for the Evaluation of the Top Administrator are available but no evidence of an evaluation being completed is available. Board will discuss the importance of completing the evaluation and will make sure it takes place in the future. Understanding the basic premise of 5.4.1, the separation of roles and responsibilities, seems to otherwise be present.
5.4.2	Decision-making is free of conflicts of interest and decision makers act in the best interest of the children in the school. (Policy, awarding of contracts...)	<b>Met</b>	
5.4.3	Finance reports are included on the regular agenda.	<b>Met</b>	
5.4.4	The annual audit is reviewed by the Board, accepted by motion and recorded in Board minutes.	<b>Met</b>	
5.4.5	The Board minutes reflect approval of an annual budget.	<b>Met</b>	July, 2018.
5.4.6	The Board is aware of school staffing and staff salaries.	<b>Partially Met</b>	Board approves the total money to go to salaries and benefits. Board does not approve individual salaries, nor does it

			approve individual hires. All staff are at-will employees.
5.4.7	There is some type of appropriate Board oversight on payment of the bills.	<b>Met</b>	Check register board approved monthly.
	<b>Part 5 General Comments/Recommendations:</b>		

<b>Part 6: Board Policy Review</b>			
<b>Reviewed by:</b>		<b>Mike Ringen and Julie Brunner</b>	
<b>Review Date(s):</b>		<b>January 18 and 25, 2019</b>	
<b>Section</b>	<b>6.1 Board policy deficits from last year have been developed or revised as needed.</b>	<b>Status</b>	<b>Comments/Recommendations</b>
6.1.1	All policy deficits from last year have been reviewed and approved by the Board.	<b>Met</b>	Deficit policies from last year: Have policies for CPR and Heimlich Maneuver implemented by June of 2021 when first students graduate.
<b>Section</b>	<b>6.2 New policies required by changes in statutes or UCM have been developed.</b>	<b>Status</b>	<b>Comments/Recommendations</b>
6.2.1	The Official School Year and School Day policy has been revised to count 1,044 hours of attendance instead of a specific numbers of days. Inclement weather makeup is also specified in hours. (Required by Missouri statutes.)	<b>Met</b>	Appendix B
6.2.2	The Public Inspection policy has been revised to include the school website shall contain a searchable expenditure and revenue document or database detailing actual income, expenditures, and disbursements for the current calendar or fiscal year, or a link to DESE's searchable financial database may be added to the school's website. (Required by Missouri statutes.)	<b>Not Applicable /Required</b>	Information only. This policy goes into effect on July 1, 2019 and will be required at that time.
6.2.3	A Human Sexuality and Sexually Transmitted Diseases Instruction policy exists. (Required by Missouri statutes.)	<b>Met</b>	Appendix Z, Operational Policies
6.2.4a	A Missouri Course Access and Virtual School Program policy exists. (Required by Missouri statutes.)	<b>Met</b>	Appendix CCC in Operational Policies
6.2.4b	MOCAP information in parent handbook, registration documents, and "featured" on home page of website (Required by Missouri statutes.)	<b>Met</b>	In parent handbook and home page. It is not on the registration documents until the courses are populated on D.E.S.E.

6.2.5	A Braille Instruction policy exists. (Required by Missouri statutes.)	<b>Met</b>	Appendix EEE
<b>Section</b>	<b>6.3 Policies required by statutes or UCM have been developed and are followed.</b>	<b>Status</b>	<b>Comments/Recommendations</b>
6.3.1a	A policy exists for federal fiscal compliance.	<b>Met</b>	Appendix A, Section 2 of Finance Policy
6.3.1b	The federal fiscal compliance policy is followed.	<b>Met</b>	Evidence: As per the policy (if applicable): There is clear evidence of solicitation of bids. Evidence: Transportation bids, December, 2017. They used a consultant to work with a consortium of schools to obtain transportation services. There is a base cost level for solicitation of bids. Yes – follow up on January 28 board meeting policy updates. Records of a cost analysis exist. – yes Documentation for the basis of selection exists. yes
6.3.2a	A policy regarding borrowed funds exists.	<b>Met</b>	Appendix L
6.3.2b	The policy regarding borrowed funds is followed.	<b>Met</b>	Policy: Section 1.1. Authority. State law authorizes Crossroads to borrow funds in anticipation of the collection of revenue in order to insure continuity in the operations of the school. The Board must approve in advance all applications for loan indebtedness incurred by Crossroads. The amount borrowed and the repayment of notes payable shall be within guidelines established by state law and rules and regulations of the Missouri Department of Elementary and Secondary Education.  Evidence: As per the policy (if applicable): The board reviewed the school's indebtedness. – yes, see December 7, 2018, minutes There are no unusual conditions of the

			<p>loan. The signature on the loan is within the policy descriptors. yes</p> <p>The repayment schedule has been included in the budget. Are other loans anticipated for the current school year? Refinancing is planned.</p>
6.3.3a	A policy for Professional Personnel Hiring and Recruitment exists.	<b>Met</b>	Human Resources Policy, Appendix G
6.3.3b	The policy for Professional Personnel Hiring and Recruitment is followed.	<b>Met</b>	<p>Evidence: As per the policy (if applicable): The Board approves the budget and/or positions for employment. Verification for job postings exist. – yes – on website Postings give assurances of nondiscrimination. yes</p>
6.3.4a	A policy for Personnel Evaluations exists.	<b>Met</b>	Human Resources Policy, Appendix H
6.3.4b	The policy for Personnel Evaluations is followed.	<b>Met</b>	<p>Evidence: As per the policy (if applicable): Documentation exists verifying the Board evaluates the Superintendent/CEO (lead administrator) annually. Documentation exists verifying the teachers are evaluated annually. Yes, they use the Missouri Educator Evaluation System.</p> <p>Employees are aware of their right to disagree with their annual evaluation. Yes Employees are aware of the process to disagree with their annual evaluation. Yes, the document provides a space for the employee to provide their comments and does not indicate that the employee necessarily agrees with the supervisor's comments. Employees know where to find Human Resources policies. – yes</p>
6.3.5a	A Public Inspection Policy exists.	<b>Met</b>	Operations Policy, Appendix F

6.3.5b	A Public Inspection Policy is followed.	<b>Met</b>	Evidence: As per the policy (if applicable): The school (in each building) has the following documents readily available: The school's charter. – yes – it is on the server and available in each building. Verification of board member background checks. yes The school's current budget is available in a searchable expenditure and revenue document or database, or a direct link to DESE's website containing a searchable financial database. Yes – DESE has not yet completed the database on their end, but the link is available.
6.3.6a	An Equal Educational Opportunity policy exists.	<b>Met</b>	Appendix A, Operational Policies
6.3.6b	The Equal Educational Opportunity policy is followed.	<b>Met</b>	Evidence: As per the policy (if applicable): The school identifies all students who qualify for special services. Enrollment practices do not discourage parents from enrolling students who have IEPs. – SchoolApp and SchoolMint do not ask any questions that would discourage a student or family from applying  What is the written process for enrollment? – SchoolMint online
<b>Section</b>	<b>6.4 Board policies are reviewed annually, communicated, and easily accessible.</b>	<b>Status</b>	<b>Comments/Recommendations</b>
6.4.1	The Board annually reviews policies as documented in board minutes or by adopted/revised policies.	<b>Met</b>	MCPSA policies were adopted a few years ago. They receive and adopt updates.
6.4.2	Efforts are made to communicate changes in policies to staff when applicable.	<b>Met</b>	Current policies are being updated online this week
6.4.3	Policies are easily accessible to staff, parents, students, and community, i.e. website, library, reception area. (Administrator's office is not easily accessible.)	<b>Met</b>	Website link



	<b>Part 6 General Comments/Recommendations:</b>		

<b>Part 7: Financial Operations Review</b>			
<b>Reviewed by:</b>		<b>Mike Ringen and Julie Brunner</b>	
<b>Review Date(s):</b>		<b>January 18 and 25, 2019</b>	
<b>Section</b>	<b>7.1 Fiscal records are appropriately maintained.</b>	<b>Status</b>	<b>Comments/Recommendations</b>
7.1.1	Financial reports are complete (no blank spaces for important information).	<b>Met</b>	
7.1.2	Financial reports are comprehensible (understandable, user friendly, include dates).	<b>Met</b>	
7.1.3	Financial records are organized by date and easily accessible.	<b>Met</b>	
7.1.4	The school's personnel use Missouri's Financial Accounting practices and stay current on changes.	<b>Met</b>	
7.1.5	Separate records are kept for federal programs (If not a school-wide pool).	<b>Not Applicable /Required</b>	School-wide
7.1.6	Receipts/invoices are easily accessed. (Randomly checked at least 6)	<b>Met</b>	Checked in AnyBill – the random items checked were all in order.
<b>Section</b>	<b>7.2 The school operates in a fiscally sound and appropriate manner.</b>	<b>Status</b>	<b>Comments/Recommendations</b>
7.2.1	The annual independent audit is available for review and is free of findings. (Findings local admin/state – transportation or attendance.)	<b>Met</b>	Recommendations were provided by KPM Audit but there were not state findings.
7.2.2	Three to five year budget planning is complete with anticipated revenue and expenditures. A five-year plan is available at the Charter's Renewal.	<b>Met</b>	
7.2.3	Unencumbered reserves as reported in the past audit meet or exceed 10% of the total expenditures for the same period.	<b>Partially Met</b>	9.10% The percentage noted is from the year-ending ASBR report from DESE and not calculated by the UCM review team. Obviously, the unencumbered reserves fluctuate from one year to the next. The current ASBR amount of 9.1% is below the UCM required percentage, but can

			reasonably be increased by the end of this fiscal year. It is an amount to be closely monitored and every effort made to increase it by the end of this fiscal year.
7.2.4	The school participates in the E-Rate program.	Met	
7.2.5	The school receives Medicaid funds.	Met	Medicaid revenue identified in the budget. They have an arrangement with MSBA to file.
7.2.6	The school has adequate insurance coverage and it is reviewed annually. (10% of Budget)	Met	Reviewed by Board in 2018 Hanover.
7.2.7	There is a monthly financial review process where the check register is reviewed and approved by the board. If reviewed by the finance committee it must be reported in the monthly minutes and approved by the entire board. (Administration and Board Committee)	Met	Finance Committee reviews monthly with EdOps and then committee presents to board. Board approves the check register.
7.2.8	The school participates in the Kansas City School District Retirement System.	Met	
<b>Section</b>	<b>7.3 Required fiscal reports and audits are completed appropriately and timely submitted.</b>	<b>Status</b>	<b>Comments/Recommendations</b>
7.3.1	Financial reports to the Board are timely (within one month of actual deposits or expenditures).	Met	All reports reviewed at Finance Committee meeting. EdOps will report to board in detail with Budget Revisions, Budget Development.
7.3.2	Financial reports include a balance sheet showing the net worth of the school at a single point in time (i.e., assets, liabilities).	Met	
7.3.3	Financial reports include an Income and Expense Statement (may include income and expenses that have not cleared).	Met	
7.3.4	Financial reports include a budget versus actual report that may include percent of budget available or consumed.	Met	

7.3.5	Audit prepared by an independent company was sent to UCM and DESE and was published in a local paper. (copy of emails or copy of what was sent)	Met	
7.3.6	The audit was accepted by the Board (in minutes with related vote).	Met	December Minutes
7.3.7	If audit exceptions were identified, they have been addressed.	Not Applicable /Required	
7.3.8	If ASBR report had exceptions from DESE they were corrected in a timely manner.	Not Applicable /Required	
<b>Section</b>	<b>7.4 School business and expenses are made free of conflict of interest and directed toward meeting the mission of the school.</b>	<b>Status</b>	<b>Comments/Recommendations</b>
7.4.1	Written procedures/internal controls for the handling of charitable gifts and incoming monies are clear. (Procedures for mail, events, cafeteria, uniforms, etc.)	Met	
7.4.2	The Board has established a whistleblower policy and it is available to staff.	Met	
7.4.3	Budget development is based on needs as defined by appropriate stakeholders.	Met	Finance Committee, Administration, Principals
7.4.4	Salary guidelines are available.	Met	Guidelines based off KCPS and Lees Summit. Flexibility provided to account for additional certifications, etc.
7.4.5	The Board has thresholds for who must approve contracts of various dollar amounts.	Met	Section 5.3 of Appendix H, Financial Policies.
7.4.6	The Board has established a bidding process for expenditures over a predetermined amount.	Met	
7.4.7	Policies are in place that avoid nepotism in hiring and in the awarding of contracts.	Met	Section 5, Appendix H of Financial Policies Appendix 0 of Human Resources
7.4.8	Amount spent annually by LEA on professional development.	Not Applicable	\$42,755 from July 1, 2018 through December, 2018

		<b>/Required</b>	\$118,341 through May of the 2017-2018 school year The June, 2018, report is unavailable at this time.
	<b>Part 7 General Comments/Recommendations:</b>		

<b>Part 8: Facility and Safety Review</b>			
<b>Building:</b>		<b>Central Street</b>	
<b>Reviewed by:</b>		<b>Lynne Beachner</b>	
<b>Review Date(s):</b>		<b>September 26, 2018</b>	
<b>Section</b>	<b>8.1 Proper planning and inspections are in place to insure long-term safety and functionality.</b>	<b>Status</b>	<b>Comments/Recommendations</b>
8.1.1	There is a clear procedure for initiating a work order request for building and/or equipment. (i.e., examples of what has been repaired this month from a work order).	<b>Met</b>	Information is given to the front desk, this is sent to the property manager and Courtney Hughley. A ticket is initiated, and the process is monitored.
8.1.2	Current Fire Department Safety Certificate is posted.	<b>Partially Met</b>	Certificates are with the MCREalty. Will be hung.
8.1.3	Current Health Department Food Service Certificate is posted.	<b>Met</b>	
8.1.4	Deficiencies on Food Services Audits have been addressed as per the required corrective actions.	<b>Not Applicable /Required</b>	Deficiencies: None
8.1.5	Fire extinguisher inspections are posted and up-to-date.	<b>Met</b>	September 2018
8.1.6	Elevator is available and inspection is posted.	<b>Partially Met</b>	Inspection has been completed and are waiting for Certificate to be posted.
8.1.7	HVAC is in good repair.	<b>Met</b>	
<b>Section</b>	<b>8.2 The interior of the building is clean, properly maintained and designed in an effort to support the instructional process.</b>	<b>Status</b>	<b>Comments/Recommendations</b>
8.2.1	GFCI are installed where an electrical source is within 6 feet of a water source.	<b>Met</b>	
8.2.2	All observed electrical boxes/switches are covered.	<b>Met</b>	
8.2.3	EXIT signs are prominent and lighted.	<b>Met</b>	
8.2.4	Stair treads and railings are secure and safe.	<b>Met</b>	

8.2.5	Classrooms are of adequate size for their purpose.	Met	
8.2.6	Bathrooms are clean.	Met	
8.2.7	Toilets are operational.	Met	
8.2.8	Bathrooms have sinks with hot and cold water.	Met	
8.2.9	Bathrooms provide soap and towels for hand washing.	Met	
8.2.10	Hallways have an unobstructed clearance of 8 feet.	Met	
8.2.11	Storage areas are in good order.	Met	
8.2.12	Schools maintain appropriate entrance signs and directions. (need to check into the office and how to get there.)	Met	
8.2.13	All classroom doors can be locked/secured from the inside.	Met	
8.2.14	First floor classrooms should have a means to block sight from those outside the building.	Met	
8.2.16	The interior of the building is clean.	Met	
<b>Section</b>	<b>8.3 The exterior of the building is easily recognizable, free of clutter and properly maintained in an effort to promote safety for students and the community.</b>	<b>Status</b>	<b>Comments/Recommendations</b>
8.3.1	Handicapped parking is provided and marked.	Met	
8.3.2	Curb cuts are in an appropriate proximity to handicapped parking.	Met	
8.3.3	Exterior signage is prominent and adequate for emergency vehicles to identify the school.	Met	
8.3.4	Exterior door security is in place at every entry while allowing people to exit whenever the building is occupied.	Met	
8.3.5	Playground equipment is inspected on a regular schedule and a written process is in place to denote possible safety problems. (Must be documented- checklist).	Partially Met	There is an inspection every summer by McRealty.  Recommendation: Develop a simple checklist and appoint a staff person to

			check on a regular schedule.
8.3.6	The main entrance to the school has an electronic system that controls entry to visitors.	<b>Met</b>	
8.3.7	Shrubs around the building are trimmed within 3' to allow for a good line of sight.	<b>Met</b>	
8.3.8	Exterior lighting is appropriate around entrances, parking and walkways.	<b>Met</b>	
<b>Section</b>	<b>8.4 Procedures are in place to insure safety.</b>	<b>Status</b>	<b>Comments/Recommendations</b>
8.4.1	Emergency exit maps are posted in every occupied room.	<b>Met</b>	
8.4.2	Breaker boxes are kept locked and do not allow child access.	<b>Met</b>	
8.4.3	Material Safety Data Sheets are posted where chemicals are stored.	<b>Met</b>	MCREalty keeps the Material Safety Data Sheets. The school is also aware of the MSDS website.
8.4.4	There were no observed permanent extension cords.	<b>Met</b>	
8.4.5	There is a working system of communication between classrooms and the office.	<b>Met</b>	
8.4.6	There is an appointed district Safety Coordinator.	<b>Met</b>	Courtney Hughley is the Safety Director.
8.4.7	A safety committee meets at least two times each year (administrator(s), teacher(s), nurse, parent(s), etc.).	<b>Met</b>	November 28 & February 19
8.4.8	Administrative procedures encourage staff to report suspected child abuse and neglect.	<b>Met</b>	Page 48 of Student Handbook
8.4.9	A student code of conduct is made available to students, staff and parents.	<b>Met</b>	Located on page 33 of Student Handbook.
8.4.10	Notifications of the following documents are available to parents: ESEA Complaint Procedure, Certification and/or qualifications of teachers, Identification for a Language Program, Individual Student Outcomes, and DESE Tests (Purpose and Use).	<b>Met</b>	Located on page 45 of the Student Handbook
8.4.11	A copy of the floor plan is on file with	<b>Met</b>	



	the local police department.		
8.4.12	An alternate building evacuation site is known to adults and parents.	<b>Met</b>	With three buildings within walking distance, one of those buildings will be used. The order of preference for all buildings is: Central Street, Crossroads Prep. Aca. and Quality Hills.
8.4.13	Visitors are required to check in at the office and receive a visitor name badge.	<b>Met</b>	
8.4.14	Science teachers and administrators are aware of the special safety requirements of science labs and the proper safety equipment is in place.	<b>Not Applicable /Required</b>	
	<b>Part 8 General Comments/Recommendations:</b>		

<b>Part 8: Facility and Safety Review</b>			
<b>Building:</b>		<b>Quality Hill</b>	
<b>Reviewed by:</b>		<b>Lynne Beachner</b>	
<b>Review Date(s):</b>		<b>September 26, 2018</b>	
<b>Section</b>	<b>8.1 Proper planning and inspections are in place to insure long-term safety and functionality.</b>	<b>Status</b>	<b>Comments/Recommendations</b>
8.1.1	There is a clear procedure for initiating a work order request for building and/or equipment. (i.e., examples of what has been repaired this month from a work order).	<b>Met</b>	
8.1.2	Current Fire Department Safety Certificate is posted.	<b>Partially Met</b>	MC Realty has certificates and they will be displayed in the building.
8.1.3	Current Health Department Food Service Certificate is posted.	<b>Met</b>	
8.1.4	Deficiencies on Food Services Audits have been addressed as per the required corrective actions.	<b>Not Applicable /Required</b>	Deficiencies:
8.1.5	Fire extinguisher inspections are posted and up-to-date.	<b>Met</b>	Serviced in September 2018
8.1.6	Elevator is available and inspection is posted.	<b>Partially Met</b>	Inspections are complete and waiting for certificates to be posted.
8.1.7	HVAC is in good repair.	<b>Met</b>	
<b>Section</b>	<b>8.2 The interior of the building is clean, properly maintained and designed in an effort to support the instructional process.</b>	<b>Status</b>	<b>Comments/Recommendations</b>
8.2.1	GFCI are installed where an electrical source is within 6 feet of a water source.	<b>Met</b>	
8.2.2	All observed electrical boxes/switches are covered.	<b>Met</b>	
8.2.3	EXIT signs are prominent and lighted.	<b>Met</b>	
8.2.4	Stair treads and railings are secure and safe.	<b>Met</b>	

8.2.5	Classrooms are of adequate size for their purpose.	Met	
8.2.6	Bathrooms are clean.	Met	
8.2.7	Toilets are operational.	Met	
8.2.8	Bathrooms have sinks with hot and cold water.	Met	
8.2.9	Bathrooms provide soap and towels for hand washing.	Met	
8.2.10	Hallways have an unobstructed clearance of 8 feet.	Met	
8.2.11	Storage areas are in good order.	Met	
8.2.12	Schools maintain appropriate entrance signs and directions. (need to check into the office and how to get there.)	Met	
8.2.13	All classroom doors can be locked/secured from the inside.	Met	
8.2.14	First floor classrooms should have a means to block sight from those outside the building.	Met	
8.2.15	Paper artwork and teaching materials cover less than 20% of a wall area.	Met	
<b>Section</b>	<b>8.3 The exterior of the building is easily recognizable, free of clutter and properly maintained in an effort to promote safety for students and the community.</b>	<b>Status</b>	<b>Comments/Recommendations</b>
8.3.1	Handicapped parking is provided and marked.	Met	On street handicapped parking is down the street. The city believes this is adequate.
8.3.2	Curb cuts are in an appropriate proximity to handicapped parking.	Met	
8.3.3	Exterior signage is prominent and adequate for emergency vehicles to identify the school.	Met	
8.3.4	Exterior door security is in place at every entry while allowing people to exit whenever the building is occupied.	Met	
8.3.5	Playground equipment is inspected on a regular schedule and a written process is in place to denote possible	Not Applicable /Required	

	safety problems. (Must be documented-checklist).		
8.3.6	The main entrance to the school has an electronic system that controls entry to visitors.	<b>Met</b>	
8.3.7	Shrubs around the building are trimmed within 3' to allow for a good line of sight.	<b>Met</b>	
8.3.8	Exterior lighting is appropriate around entrances, parking and walkways.	<b>Met</b>	
<b>Section</b>	<b>8.4 Procedures are in place to insure safety.</b>	<b>Status</b>	<b>Comments/Recommendations</b>
8.4.1	Emergency exit maps are posted in every occupied room.	<b>Met</b>	
8.4.2	Breaker boxes are kept locked and do not allow child access.	<b>Met</b>	
8.4.3	Material Safety Data Sheets are posted where chemicals are stored.	<b>Met</b>	
8.4.4	There were no observed permanent extension cords.	<b>Met</b>	
8.4.5	There is a working system of communication between classrooms and the office.	<b>Met</b>	
8.4.6	There is an appointed district Safety Coordinator.	<b>Met</b>	Courtney Hughley
8.4.7	A safety committee meets at least two times each year (administrator(s), teacher(s), nurse, parent(s), etc.).	<b>Met</b>	November 28 & February 19
8.4.8	Administrative procedures encourage staff to report suspected child abuse and neglect.	<b>Met</b>	Page 48 in Student / Parent Handbook
8.4.9	A student code of conduct is made available to students, staff and parents.	<b>Met</b>	Page 33 in Student / Parent Handbook
8.4.10	Notifications of the following documents are available to parents: ESEA Complaint Procedure, Certification and/or qualifications of teachers, Identification for a Language Program, Individual Student Outcomes, and DESE Tests (Purpose and Use).	<b>Met</b>	Page 45 in Student / Parent Handbook
8.4.11	A copy of the floor plan is on file with the local police department.	<b>Met</b>	

8.4.12	An alternate building evacuation site is known to adults and parents.	Met	Central Street Building
8.4.13	Visitors are required to check in at the office and receive a visitor name badge.	Met	
8.4.14	Science teachers and administrators are aware of the special safety requirements of science labs and the proper safety equipment is in place.	Not Applicable /Required	
	<b>Part 8 General Comments/Recommendations:</b>		

<b>Part 8: Facility and Safety Review</b>			
<b>Building:</b>		<b>High School</b>	
<b>Reviewed by:</b>		<b>Lynne Beachner</b>	
<b>Review Date(s):</b>		<b>September 26, 2018</b>	
<b>Section</b>	<b>8.1 Proper planning and inspections are in place to insure long-term safety and functionality.</b>	<b>Status</b>	<b>Comments/Recommendations</b>
8.1.1	There is a clear procedure for initiating a work order request for building and/or equipment. (i.e., examples of what has been repaired this month from a work order).	<b>Met</b>	Information is given to the front desk, this is sent to the property manager and Courtney Hughley. A ticket is initiated, and the process is monitored.
8.1.2	Current Fire Department Safety Certificate is posted.	<b>Partially Met</b>	MC Realty will post.
8.1.3	Current Health Department Food Service Certificate is posted.	<b>Met</b>	Dec. 31, 2018
8.1.4	Deficiencies on Food Services Audits have been addressed as per the required corrective actions.	<b>Not Applicable /Required</b>	Deficiencies:
8.1.5	Fire extinguisher inspections are posted and up-to-date.	<b>Met</b>	Extinguishers serviced in September, 2018.
8.1.6	Elevator is available and inspection is posted.	<b>Met</b>	
8.1.7	HVAC is in good repair.	<b>Met</b>	
<b>Section</b>	<b>8.2 The interior of the building is clean, properly maintained and designed in an effort to support the instructional process.</b>	<b>Status</b>	<b>Comments/Recommendations</b>
8.2.1	GFCI are installed where an electrical source is within 6 feet of a water source.	<b>Met</b>	
8.2.2	All observed electrical boxes/switches are covered.	<b>Met</b>	
8.2.3	EXIT signs are prominent and lighted.	<b>Met</b>	
8.2.4	Stair treads and railings are secure and safe.	<b>Met</b>	

8.2.5	Classrooms are of adequate size for their purpose.	Met	
8.2.6	Bathrooms are clean.	Met	
8.2.7	Toilets are operational.	Met	
8.2.8	Bathrooms have sinks with hot and cold water.	Met	
8.2.9	Bathrooms provide soap and towels for hand washing.	Met	
8.2.10	Hallways have an unobstructed clearance of 8 feet.	Met	
8.2.11	Storage areas are in good order.	Met	
8.2.12	Schools maintain appropriate entrance signs and directions. (need to check into the office and how to get there.)	Met	
8.2.13	All classroom doors can be locked/secured from the inside.	Met	
8.2.14	First floor classrooms should have a means to block sight from those outside the building.	Met	
8.2.15	Paper artwork and teaching materials cover less than 20% of a wall area.	Met	
<b>Section</b>	<b>8.3 The exterior of the building is easily recognizable, free of clutter and properly maintained in an effort to promote safety for students and the community.</b>	<b>Status</b>	<b>Comments/Recommendations</b>
8.3.1	Handicapped parking is provided and marked.	Met	Although, handicapped parking is not close, the city is saying the placement down the street is sufficient.
8.3.2	Curb cuts are in an appropriate proximity to handicapped parking.	Met	
8.3.3	Exterior signage is prominent and adequate for emergency vehicles to identify the school.	Met	
8.3.4	Exterior door security is in place at every entry while allowing people to exit whenever the building is occupied.	Met	
8.3.5	Playground equipment is inspected on a regular schedule and a written process is in place to denote possible	Not Applicable /Required	

	safety problems. (Must be documented- checklist).		
8.3.6	The main entrance to the school has an electronic system that controls entry to visitors.	<b>Met</b>	
8.3.7	Shrubs around the building are trimmed within 3' to allow for a good line of sight.	<b>Met</b>	
8.3.8	Exterior lighting is appropriate around entrances, parking and walkways.	<b>Met</b>	
<b>Section</b>	<b>8.4 Procedures are in place to insure safety.</b>	<b>Status</b>	<b>Comments/Recommendations</b>
8.4.1	Emergency exit maps are posted in every occupied room.	<b>Met</b>	
8.4.2	Breaker boxes are kept locked and do not allow child access.	<b>Met</b>	
8.4.3	Material Safety Data Sheets are posted where chemicals are stored.	<b>Met</b>	MC Realty has the MSDS materials. The school is also aware of the online MSDS website.
8.4.4	There were no observed permanent extension cords.	<b>Met</b>	
8.4.5	There is a working system of communication between classrooms and the office.	<b>Met</b>	
8.4.6	There is an appointed district Safety Coordinator.	<b>Met</b>	Courtney Hughley
8.4.7	A safety committee meets at least two times each year (administrator(s), teacher(s), nurse, parent(s), etc.).	<b>Met</b>	November 28 & February 19.
8.4.8	Administrative procedures encourage staff to report suspected child abuse and neglect.	<b>Met</b>	Page 48 of Student/Parent Handbook
8.4.9	A student code of conduct is made available to students, staff and parents.	<b>Met</b>	Located on page 33 of student handbook.
8.4.10	Notifications of the following documents are available to parents: ESEA Complaint Procedure, Certification and/or qualifications of teachers, Identification for a Language Program, Individual Student Outcomes, and DESE Tests (Purpose	<b>Met</b>	Located on page 45 of student handbook.



	and Use).		
8.4.11	A copy of the floor plan is on file with the local police department.	<b>Met</b>	
8.4.12	An alternate building evacuation site is known to adults and parents.	<b>Met</b>	With three buildings within walking distance, one of those buildings will be used. The order of preference for all buildings is: Central Street, Crossroads Prep. Aca. and Quality Hills.
8.4.13	Visitors are required to check in at the office and receive a visitor name badge.	<b>Met</b>	
8.4.14	Science teachers and administrators are aware of the special safety requirements of science labs and the proper safety equipment is in place.	<b>Not Applicable /Required</b>	
	<b>Part 8 General Comments/Recommendations:</b>		

<b>Part 9: Personnel and Payroll Review</b>			
<b>Reviewed by:</b>		<b>Doug Thomas</b>	
<b>Review Date(s):</b>		<b>November 5, 2018</b>	
<b>Section</b>	<b>9.1 Personnel policies and procedures are appropriately conducted in a manner that promotes the recruitment and retention of an effective instructional staff.</b>	<b>Status</b>	<b>Comments/Recommendations</b>
9.1.1	A Teacher Salary Schedule is in place or a process that uses experience and degrees, with consideration given to other charter schools' salary structures to determine salary.	<b>Partially Met</b>	Crossroads Charter School does not utilize a salary schedule per se, but is currently working on incorporating one into its personnel management processes. School officials are assessing area market conditions to establish compensation. Currently, the salary of newly hired teachers was approximately 44,000 and capped at \$61,000 for the 2018 school year. CCS maintains a competitive salary schedule that supports the school's mission.
9.1.2	Yearly board approved contracts are provided.	<b>Partially Met</b>	Yearly contracts are provided. The Board does not approve individual contracts – school officials do not view approval of contracts as a governance function, rather consider it a matter of operations. The lead administrator does has a contract on file.
9.1.3	Classified/Support Staff Salary Schedules or a written letter of employment that includes salary and benefits is provided at time of employment.	<b>Met</b>	Letters of employment for support staff are provided for all. The letters are updated each year, and this was evident in the review of personnel records.
9.1.4	The school demonstrates proactive staff recruitment that promotes quality instruction.	<b>Met</b>	School officials utilize MOREAP, Teacher Talent, NEMNET, Admin NP Connect, and the school web site to announce job vacancies and support recruitment efforts for office staff, teachers, and school officials. School leaders participate in local education fairs, as well. CCS demonstrates an effective instructional staff.

9.1.5	At least 80% Position Code 60 educators are certified. All employees paid with federal funds are certified.	<b>Met</b>	Crossroads Charter School staff includes 69 FTE designated as classroom teachers. One teacher was not certified. 98.5% of the teachers are appropriately certified. No concerns. This demonstrates an excellent commitment to a fully credentialed and highly qualified instructional staff.
9.1.6	A master schedule is in place and available.	<b>Met</b>	A master schedule with specific assignments was available; assignments are designated as QH K-4 and CAKC K-8. The schedule is well organized, providing clarity to the specific position and teaching assignments.
9.1.7	Family Care Safety Registry reports and fingerprint Background Checks are complete, less than five years old, and kept on file.	<b>Met</b>	Seven personnel files were reviewed, including administrator, support staff, teachers, and extra duty assignments. The information was all organized and saved electronically. All files contained background checks, FCSR, contracts, certification, and drug testing results. Confirmation documentation for background checks and FCSR documents were on file for all board members.
9.1.8	Payroll summaries and personnel rosters were compatible.	<b>Met</b>	Salaries from two different payroll periods were cross referenced with contracts on file for six educators, one administrators, and one support staff. Data from both payroll summaries aligned with the noted contracted amount. All files are maintained electronically. No discrepancies or concerns were noted.
9.1.9	Administrators have appropriate certifications for their roles.	<b>Met</b>	Salaries from two different payroll periods were cross referenced with contracts on file for six educators, one administrators, and one support staff. Data from both payroll summaries aligned with the noted contracted amount. All files are maintained electronically. No discrepancies or concerns were noted.
9.1.10	School demonstrates stability with its instructional staff (recruitment, hiring, salary and benefits, and mentoring practices). For two out of the last three years the school has met:	<b>Partially Met</b>	Of the 63 instructional staff members with the school in Sept. 2017, 48 returned for 2018-2019 school year; generating a one-year retention rate of 76%. Retention rates for the past three years are:

	(85-100%=Met, 70-84%=Partially Met, <70%=Not Met)		2016 75% 2017 83% 2018 76%
9.1.11	The school uses a teacher evaluation system based on the 7 Essential Principles of the Missouri Teacher Evaluation System.	Met	School administrators use the Missouri (DESE) evaluation model for staff evaluations. All teachers are evaluated each year. Copies of the annual evaluations are maintained within the principal teacher files (electronic).
9.1.12	Current and historic H.R. records are maintained in a secure location.	Met	Personnel records are secured within a locked cabinet, with controlled access. Files are maintained electronically. Files are in good order. School personnel are continuing efforts to move to a fully electronic system.
	<b>Part 9 General Comments/Recommendations:</b>		
	<p>Summary:</p> <ul style="list-style-type: none"> <li>• CCS maintains personnel files in appropriate manner, providing documentation of background checks, salaries and benefits, and annual evaluations.</li> <li>• The electronic filing system being implemented at the school appears to be efficient and effective.</li> <li>• CCS recruits and employs appropriately credentialed professionals, with 98% of its instructional staff certified by the State of MO.</li> <li>• School officials and office personnel were organized and cooperative for the operational review.</li> <li>• While not alarming, the retention rate of returning staff members is lower than 85% for the past three years.</li> </ul>		
	<p>Recommendation (repeated from previous reports): School does not utilize a salary schedule per se. It is recommended the school board provide policies or perimeters to guide school leaders when establishing salaries of new hires.</p>		
	<p>Recommendation (repeated from previous reports): School board should consider the benefits of approving all contracts. Approval of these contracts, as an ongoing governance aspect of the school, provides a forum for the communication, discussion, and documentation of these important issues.</p>		
	<p>Recommendation: School officials should study staff retention data from the past three years. If applicable, develop strategies and goals for improving the recruitment, hiring, and retention of staff.</p>		

<b>Part 10: Required Training and Drills Review</b>			
<b>Reviewed by:</b>		<b>Lynne Beachner</b>	
<b>Review Date(s):</b>		<b>April 15, 2019</b>	
<b>Section</b>	<b>10.1 Students and/or staff participate in appropriate drills and training.</b>	<b>Status</b>	<b>Comments/Recommendations</b>
10.1.1	Staff is trained in bullying and harassment.	<b>Partially Met</b>	Safe Schools - 94.5% Completion Recommendation: Insist that all personnel assigned courses, complete them in a timely manner.
10.1.2	All Staff is trained in FERPA/HIPAA.	<b>Partially Met</b>	Safe Schools - 94.5% Recommendation: Insist that all personnel assigned courses, complete them in a timely manner.
10.1.3	There is annual training for all staff on blood borne pathogens.	<b>Partially Met</b>	Safe Schools - 94.5% Completion Recommendation: Insist that all personnel assigned courses, complete them in a timely manner.
10.1.4	Appropriate personnel are trained in how to respond to bomb threats.	<b>Met</b>	Trained on May 21st, 2019 - All three buildings
10.1.5	Persons responsible for first aid are trained and given proper equipment and supplies.	<b>Met</b>	Front Desk and Nurses are trained at all three building.
10.1.6	Regular fire drills are held with a record of date, time, and observations (min 5).	<b>Met</b>	CAQH - Sept. 14, Sept. 21, November 6, April 2, May 22 CACS - Sept. 9, Oct. 31, Nov. 27, January 17, March 7 CPA - Aug. 28, Feb. 26, April 2, Jan.29, March 12
10.1.7	Regular tornado drills are held with a record of date, time, and observations (a minimum of 2).	<b>Met</b>	CAQH- May 1, 2019, May 28, 2019 - CPA - April 10 & Jan. 15 - CACS - Feb. 21 & April 4
10.1.8	Regular intruder drills are held with a record of date, time, and observations (at least 1/yr.)	<b>Met</b>	CAQH - 4/18/2019 CPA April 17 CACS - Oct 25th 10:00 Active Shooter & 3:30 Shelter in Place.

10.1.9	All staff participated in active shooter training. (In person/ online every other year)	<b>Partially Met</b>	Safe Schools - 94.5% Completion  Recommendation: Insist that all personnel assigned courses, complete them in a timely manner.
10.1.10	Bus evacuation drills for students K – 6 are conducted at least once each semester.	<b>Partially Met</b>	CACA - October 26 & Nov. 27 - CPA Sept. 11 & Dec. 11 CAQH did not report any bus evacuation drills for the 2018-19 school year.  Recommendation: If different buses serve each school, schedule two drills throughout the year at each building.
10.1.11	Appropriate school personnel attend meetings offer by DESE and other resources to keep up-to-date on Federal programs (i.e., Title, SPED, 504, Homeless, ELL, Food Service, etc.).	<b>Met</b>	<ul style="list-style-type: none"> <li>- Title – Courtney Hughley – Sept. 25th - DESE Administrators</li> <li>- SPED – Paige - New Directors (7/26/18), Transition Roundtable (10/23), Teaching ELL w/ Disabilities (12/18/18)</li> <li>- 504- Suzanne Welde – KCPS Counselor Meeting reviewing 504 considerations, Nia Anderson-High took a class summer 2018.</li> <li>- Homeless – Suzanne Welde – McKennie Vento Sept. 12, Nia Anderson-High GAME Oct 5 – Lindsay Sander – McKennie Vento – Sept 12</li> <li>- ELL – Marie Ramos – Sept. 12 Improving Speaking Skills, Nov. 14 EI's with Disabilities, Stacey Hinkle – Jan. 10, College etc.</li> <li>- Food Service – Rachel Uptergrove - DESE Food and Nutrition Services Summer Workshop on July 18 and July 19</li> </ul>
	<b>Part 10 General Comments/Recommendations:</b>		

<b>Part 11: Student Enrollment and Records Review</b>			
<b>Reviewed by:</b>		<b>Lynne Beachner</b>	
<b>Review Date(s):</b>		<b>October 29, 2018</b>	
<b>Section</b>	<b>11.1 Student enrollment procedures and recording keeping are appropriately conducted and maintained.</b>	<b>Status</b>	<b>Comments/Recommendations</b>
11.1.1	The school has enrollment policies and practices which include a stated open enrollment period, grade level capacities, lottery process, and waiting list.	<b>Met</b>	Policies and practices are in writing and have been recently updated and will be placed on the website.
11.1.2	Efforts to recruit and serve a diverse population are evident.	<b>Met</b>	Visit early childhood centers, had a media blast (radio, newspaper, etc.), did street canvassing, and placed billboards in diverse neighborhoods.
11.1.3	The school is at or above 90% of enrollment targets (State % of capacity).	<b>Met</b>	799/810 = 98.6%
11.1.4	Lotteries are conducted appropriately and school requests attendance by UCM personnel.	<b>Met</b>	
11.1.5	Waiting lists are maintained by grade level and appropriate documentation is readily available.	<b>Met</b>	School Mint automatically (randomly) places families on the waiting list and is supervised by school personnel.
11.1.6	MOSIS number is on file on all records (permanent, Special Ed, 504, etc.).	<b>Met</b>	Observed online in Tyler
11.1.7	Birth Certificate/Proof of Birth is on file for kindergarten and first grade.	<b>Met</b>	Year 1 in School Mint then transferred to Tyler.
11.1.8	A completed student application is on file.	<b>Met</b>	School Mint and Tyler
11.1.9	The date of admission is noted.	<b>Met</b>	You can determine the date of enrollment but you have to dig through digital records online.
11.1.10	Records/transcripts from previous school are on file.	<b>Not Met</b>	Transcripts were unavailable. They are requested through the office at each school.  Recommendation: Develop a process to

			verify the receipt of transcripts from other schools.
11.1.11	There is proof of residence for the current year (i.e., lease, utilities, etc.).	<b>Met</b>	Year 1 in School Mint then transferred to Tyler. Families are not enrolled unless Proof of Residence is uploaded. It's visually checked by personnel for accuracy.
11.1.12	Immunization records are on file	<b>Met</b>	Year 1 in School Mint then transferred to the School nurse.
11.1.13	Parent and emergency contact information is on file	<b>Met</b>	Verified online in Tyler
11.1.14	A clear process is in place to up-date parent contact information.	<b>Met</b>	Parent/Teacher conferences, teachers find discrepancies and follow up, parents call in or email changes.
11.1.15	There is a record of grades earned.	<b>Met</b>	Mastery Connect and Jump Rope (High School)
11.1.16	Discipline records are on file.	<b>Met</b>	Verified online in Tyler
11.1.17	There is a cumulative record of test results.	<b>Partially Met</b>	Going forward all MAP scores will be downloaded from DESE into Tyler.  Recommendation: Continue with plans to download MAP scores into Tyler.
11.1.18	Attendance records are on file.	<b>Met</b>	
11.1.19	Records are well organized and consistently updated.	<b>Met</b>	
11.1.20	Schools keep student records in accordance with the general record retention schedule.	<b>Met</b>	Older records have been archived online with American Micro
11.1.21	Requests for records are dealt with by one person and are sent in a timely manner.	<b>Met</b>	There is no more than a one-week turnaround time.
	<b>Part 11 General Comments/Recommendations:</b>		





<b>Part 12: Special Education Review</b>			
<b>Reviewed by:</b>		<b>Mary Gage</b>	
<b>Review Date(s):</b>		<b>May 27, 2019</b>	
<b>Section</b>	<b>12.1 Initial File Review</b>	<b>Status</b>	<b>Comments/Recommendations</b>
12.1.1	Referral form is present and dated.	<b>Met</b>	
12.1.2	Reason(s) for referral and description of concern(s) is present.	<b>Met</b>	Excellent documentation
12.1.3	Date when Procedural Safeguards were presented to parents is present. (5 school days)	<b>Met</b>	
12.1.4	Review of Existing Data form is in file and dated.	<b>Met</b>	
12.1.5	Notice of Action (NOA) for evaluation was provided with date of delivery documented.	<b>Met</b>	
12.1.6	Parent(s) was/were notified of the Eligibility Staffing (Notification of Meeting) with date notified documented.	<b>Met</b>	
12.1.7	Evaluation was completed within 60 calendar days of NOA. (Date documented)	<b>Met</b>	
12.1.8	Evaluation report contains the names and roles of the individuals making the eligibility determination.	<b>Met</b>	
12.1.9	Statements including exclusionary factor specific to - SLD, Autism, SSD, LI-are documented.	<b>Met</b>	
12.1.10	Notice of Action for initial services is present and dated.	<b>Met</b>	
12.1.11	Date a copy of the evaluation report was provided to parent is documented.	<b>Met</b>	
<b>Section</b>	<b>12.2 Reevaluation File Review</b>	<b>Status</b>	<b>Comments/Recommendations</b>
12.2.1	Review of Existing Data (RED) form is present and dated.	<b>Met</b>	
12.2.2	Reevaluation is within three years of the last Evaluation Report (ER).	<b>Met</b>	

12.2.3	Written Notice, when no additional assessment is needed, is completed, dated and provided to parents.	Met	
12.2.4	Date when the parent(s) was/were notified of the Eligibility Staffing is present when additional data was collected.	Met	
12.2.5	Evaluation report is present, if additional data were collected, and contains the names and roles of the individuals making the continued eligibility determination.	Met	
12.2.6	Statement including exclusionary factor specific to-SLD, Autism, SSD, LI-are documented.	Met	
12.2.7	Dated copy of the evaluation report was provided to the parent(s). (Not applicable if no assessments required and eligibility category remains the same as previous eligibility determination.)	Met	
<b>Section</b>	<b>12.3 Individual Education Plan (IEP)</b>	<b>Status</b>	<b>Comments/Recommendations</b>
12.3.1	IEP is current.	Met	
12.3.2	Initial IEP meeting is held within 30 days of the eligibility determination staffing.	Met	
12.3.3	The IEP team meets to review/revise, if necessary, the IEP at least on an annual basis (meetings no more than 365 calendar days apart).	Met	
12.3.4	Present Level contains all required components.	Met	Detailed documentation
12.3.5	The IEP team considered all special factors and determined services, strategies, supports or devices, as appropriate (communication needs, assistive technology and/or devices, limited English proficiency and behaviors that impede the learning of the child or others).	Met	
12.3.6	Present Level drives the goals	Met	
12.3.7	IEP includes goals that are written in	Met	Baselines indicated

	terms that are in SMART format (Specific, measurable, attainable, results oriented and time bound).		
12.3.8	Specific Special Education Services are listed and location of services is documented.	<b>Met</b>	
12.3.9	If student receives related services, they are listed	<b>Met</b>	
12.3.10	If student requires accommodations and/or modifications, they are noted on the IEP with frequency and location noted.	<b>Met</b>	
12.3.11	IEP addresses the extent of non-participation in regular education and for any child not participating 100% in the regular education environment, including a description of the extent that the student will not participate and why full participation is not appropriate.	<b>Met</b>	
12.3.12	Selected placement is noted.	<b>Met</b>	
12.3.13	Parent provided a dated copy of the IEP (generally 20 days).	<b>Met</b>	
12.3.14	Special education services and goals match.	<b>Met</b>	
<b>Section</b>	<b>12.4 Transfer File Review</b>	<b>Status</b>	<b>Comments/Recommendations</b>
12.4.1	Enrollment date is noted.	<b>Met</b>	
12.4.2	Documentation, if appropriate, is present and dated that Agency Officials conducted interviews with sending school.	<b>Met</b>	
12.4.3	Agency acceptance or rejection of the IEP is noted.	<b>Met</b>	
12.4.4	If IEP was rejected; the date new IEP was developed is documented.	<b>Met</b>	
12.4.5	Agency acceptance or rejection of the Evaluation Report is noted.	<b>Met</b>	
12.4.6	If Evaluation Report was rejected date of initiation of new evaluation and date completed is documented.	<b>Met</b>	
<b>Section</b>	<b>12.5 Transition</b>	<b>Status</b>	<b>Comments/Recommendations</b>

12.5.1	Notification of meeting includes post-secondary transition as one of the purposes.	Met	
12.5.2	Evidence exists that the student was invited to the IEP Team meeting where transition services were discussed.	Met	
12.5.3	Evidence exists, where appropriate, that a representative of any participating agency was invited to attend the IEP Team meeting with the prior consent of the parent or student who has reached the age of majority.	Met	
12.5.4	Appropriate measurable postsecondary goals are noted.	Met	Excellent Transition Plans
12.5.5	Post-secondary goals are updated annually.	Met	
12.5.6	Evidence exists that measurable post-secondary goals were based on age appropriate transition assessment.	Met	Multiple data
12.5.7	Transition services in the IEP reasonably enable the student to meet his/her postsecondary goals.	Met	
12.5.8	IEP includes multiple year courses of study that will reasonably enable the student to meet his/her post-secondary goals.	Met	
12.5.9	Annual IEP goals relate to the student's post-secondary transition goals.	Met	
<b>Section</b>	<b>12.6 Discipline</b>	<b>Status</b>	<b>Comments/Recommendations</b>
12.6.1	Documentation exists within the file that the student was suspended in excess of 10 consecutive school days or 10 cumulative school days where a pattern of suspension is created.	Met	
12.6.2	Documentation is present that indicates appropriate disciplinary procedures were followed.	Met	
12.6.3	Notice of Action was provided if a disciplinary change of placement was determined.	Met	
	<b>Part 12 General</b>		

	<b>Comments/Recommendations:</b>		
	This review is for the purpose of the Annual University of Central Missouri Special Education Site Review and does NOT address all Standards and Indicators required to be met during the Special Education Tiered Monitoring Process conducted every three years by the Department of Elementary and Secondary Education/Special Education. (*Revised 9/30/18)		

Crossroads Academy participated in an Initial Program Review as an agency (Crossroads) required by the Office of Special Education (Missouri Department of Elementary and Secondary Education-MODESE) during the FY17 school year. First, the agency conducted a Special Education Self-Assessment Review by reviewing their files using the Missouri Standards and Indicators. The information was then sent to DESE. The next step in the self-assessment process was to provide documentation from specific student files to the Office of Special Education –Compliance for verification of the results of the self-assessment review. In the fall of FY 18, the agency received the Special Education Monitoring Report, which stated there was no systemic noncompliance identified for the agency. The agency was considered in compliance with all state and federal regulations and no corrective actions were required. Crossroads did not require a Tiered Monitoring Onsite Review for Special Education Compliance. During the FY20 school year, Crossroads will be required to once again complete a Special Education Self-Assessment Review.

Throughout the current school year, FY19, various student Special Education files were reviewed during three special education review visits (fall, winter and spring) for the University of Central Missouri (UCM) Annual Site Review. At this time, there are no concerns with the special education process or student files. The Special Education staff monitors the files closely and keeps current on changes regarding Special Education. Special Education files continue to be well organized and kept in a locked file in the Special Education office.

Crossroads currently employs the following Special Education personnel:

Crossroads Preparatory Academy

- One Special Education Teacher- Junior High (7-8)
- One Special Education Teacher- High School (9-10)

Crossroads Central Street

- Two Special Education Teachers

- One Special Education Teacher for immediate hire

Crossroads Quality Hill

- One Special Education Teacher

Additional Staff

- Two Speech and Language Pathologists (One works 25 hours per week and one works 30 hours per week)
- One Occupational Therapists (Works 1 ½ days per week at Central and Quality Hill)
- One Special Education Coordinator (Works at Central, Quality Hill and Central Preparatory)

Currently 66 students qualify for Special Education services

	FY19	FY18
Specific Learning Disability	23	18
Other Health Impaired	11	9
Sound System Disorder	10	10
Emotional Disturbance	2	2
Autism	6	5
Language Impairment	8	8
Intellectual Disability	6	3

Fifteen students were referred for formal evaluation to assess eligibility for Special Education services. Nine students were parental referrals and the agency referred six students.

Parent Referral:

- 3 – Qualified
- 1 – Did not qualify (Low IQ and Achievement)
- 1 – In process of Evaluation
- 2 – Refused and were placed on 504 Plans for Dyslexia

School Referral:

- 1 – Diagnosed with Intellectual Disability
- 1 – Diagnosed with Language Impairment
- 2 – Did not qualify
- 2 – In process of Evaluation

The staff completed 24 reevaluations within the timelines required. Eight of the students reevaluated were transfer students that paperwork from previous schools was rejected.

Crossroads had 15 transfer students that received Special Education services in their previous school district.

There is one student that participates on the Missouri Assessment Program-Alternate (MAP-A).

Special teachers and General Education teachers have a “huddle” every morning where they meet as a staff (7:30-7:45) and after huddle to collaborate until 8:00. The teachers discuss particular students. Teachers also use email to collaborate.

Various strategies and techniques are implemented to support students. For students with behavior issues, the teachers use trackers that breakdown their day into class periods. The students pick up the trackers on a clipboard every morning in the Special Education room where the teacher is waiting to ask them what their day is going to look like (triage). The students end with that same Special Education teacher in her/his room to process how the day went. If it is a good day and the student has reached their goal, a reward is earned. If the student did not meet their goal, the teacher will triage with the student to ask what went wrong and what they could do differently to make it a better day the next day. The teacher helps the student solve their own problems with what will work with each of them individually.

Special Education teachers regularly assess the progress of their students with check lists, spelling lists and word lists. Evaluations that match their goals are made into checklists. Assessments are given every week, if possible, if not every two weeks.

Parental involvement in student learning is accomplished through telephone calls. If a student is having difficulties, something to celebrate, etc., the teacher will call the parent to communicate the information. This method has helped build a great working relationship with parents. Sometimes the parent gets on the phone with their student and discusses the situation.

Staff indicates the following strengths of their Special Education Program:

1. Team work! If any Special Education teacher needs anything (an extra hand with a student, etc.) the team will pull together and support that teacher.
2. Knowledge about Special Education-sharing the expertise.

Staff questions were addressed during the winter oversight review. Included in the topics were Special Education certification, MAP-A training and clarification of the Special Education Process.

Crossroads has created a classroom to provide instruction for students in multiple areas that include Academic, Functional life skills, Communication skills and Social/Emotional skills as needed to implement student Individual Education Plans.



**Resources accessed by staff:**

- Grade Level Curriculum for Reading: Unbound for ELA or Engage New York
- Orton-Gillingham Curriculum for phonics
- Chipper Chat for phonemic awareness
- Reading A-Z for graphic organizer and some guided reading books. There is a guided reading library at the school that is used for guided reading groups as well
- For Math Grade Level curriculum is modified (Unbound Math) and websites such as Common Core Sheets and Teachers Pay Teachers are used.

**Training or assistance suggested by staff needed to make the referral/evaluation process and student services more effective:**

- Writing standards based IEPs
- Instructional strategies
- Sped 101
- Orton-Gillingham training
- Phonic curriculum training
- Accommodating/modifying rigorous grade-level curriculum

There are no concerns at this time.

## Retirement Participation Letter



3100 Broadway, Suite 1211  
Kansas City, MO 64111  
816.472.5800  
[www.kcpsrs.org](http://www.kcpsrs.org)

KANSAS CITY PUBLIC SCHOOL RETIREMENT SYSTEM

May 23, 2019

Dr. Victoria Hughes  
Charter Schools, Lovinger 2250  
University of Central Missouri  
Warrensburg, Mo. 64093

Dear Dr. Hughes:

Please let this letter serve as confirmation Crossroads Academy of Kansas City has reported contribution data through December 31, 2018 to the Kansas City Public School Retirement System (KCPSRS). In addition KCPSRS has received from Crossroads Academy of Kansas City employee and employer payments for those reported periods and Crossroads Academy of Kansas City is considered current in its obligations to KCPSRS.

In addition, our independent audit for 2018 which was conducted earlier this year did not show any discrepancies or irregularities with regards to Crossroads Academy of Kansas City's adherence to reporting and contribution requirements as defined by Missouri State Statutes.

If you need anything further, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Lewallen", written over a white background.

Jim Lewallen  
Administrative Manager

# Coversheet

## Preparation for Board Retreat

**Section:** III. Governance  
**Item:** B. Preparation for Board Retreat  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** \_Standards for Effective Charter School Governance.pdf

# CharterBoardPartners

great boards for great schools

## STANDARDS FOR EFFECTIVE CHARTER SCHOOL GOVERNANCE

### STANDARD ONE:



**Focus Relentlessly on Student Achievement**

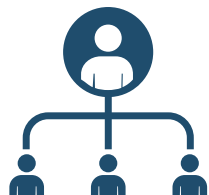
#### Govern to Fulfill the Mission of the School and the Promises of the Charter

- Believe in the mission of the school
- Assume ultimate responsibility for school and student success
- Use student data to inform board decisions

#### Know Whether Students are on Track for High-level Achievement

- Agree on the definition of academic excellence
- Understand how student achievement is measured at the school
- Review indicators of student success regularly to measure progress toward school goals

### STANDARD TWO:



**Ensure Exceptional School Leadership**

#### Hire and Support a Strong School Leader

- Hire the right leader who can manage the school to achieve its goals
- Cultivate a trusting, candid relationship with the school leader, addressing challenges proactively
- Build an effective partnership between the school leader and board chair
- Champion the school leader
- Maintain an up-to-date school leader succession plan

#### Evaluate and Hold the School Leader Accountable

- Collaborate with the school leader each year to establish his/her annual goals
- Evaluate the leader each year using a formal and transparent process, and hold him/her accountable for achieving concrete results
- Invest in ongoing professional development to support the leader's progress toward his/her goals

### STANDARD THREE:



**Commit to Exemplary Governance**

#### Build and Maintain a High-Functioning and Engaged Board

- Recruit and maintain a full slate of excellent board members who bring diverse skills, experience, and perspectives
- Elect a board chair who can successfully lead the board and engage all members
- Remove disengaged members from the board
- Invest in the board's development, providing orientation and ongoing training

#### Implement Best Governance Practices

- Adopt job descriptions for the officers, committees, and board members
- Require that each board member sign an annual agreement, committing to fulfill his/her responsibilities
- Hold well-run, regularly scheduled, strategic meetings
- Employ a robust committee structure to accomplish board work strategically and efficiently
- Assess board performance annually, holding the board accountable for achieving its goals and governing effectively

## STANDARD FOUR:



### Act Strategically

#### Determine the Strategic Direction for the School

- Oversee the development of a clear strategic plan that reflects the board's vision and priorities for the school's future
- Set annual goals for the school, board, and each board committee
- Organize the board, its committees, and all meetings to advance the aims of the school's annual goals and strategic plan

#### Respect the Balance Between Oversight and Management

- Define and build board-wide understanding of the oversight role of the board and the management role of the school leader
- Give the school leader the autonomy and authority to manage the school while maintaining strong and close oversight

## STANDARD FIVE:



### Raise and Use Resources Wisely

#### Manage Resources Responsibly

- Ensure that all members understand the school's finances, and provide necessary training
- Review financial data regularly and carefully, using it to make sound decisions that protect the school's short- and long-term sustainability
- Approve a budget each year that allocates resources strategically and aligns with the student performance goals of the school

#### Expand Awareness and Raise Funds

- Set and meet realistic fundraising goals to provide additional resources the school needs
- Require that each board member make the school a top personal philanthropic priority each year
- Raise the school's profile and engage donors
- Understand the political context of public charter schools and advocate for policies that promote and support the charter sector

## STANDARD SIX:



### Maintain Legal and Regulatory Compliance

#### Minimize Risks

- Adhere faithfully to the legal and ethical duties of loyalty, obedience, and care
- Oversee the development, board approval, and regular review of all school and board policies
- Maintain the highest standards of transparency by accurately documenting meeting proceedings and board decisions
- Apply sound business judgment by avoiding conflicts of interest, observing tax requirements, and maintaining liability insurance

#### Meet Expectations

- Confirm that the school is proactively adhering to the legal requirements set forth by the authorizer, the federal and local governments, and the Internal Revenue Service
- Operate in accordance with bylaws and review them at least every three years
- Comply with open meeting laws of the school's jurisdiction