



Crossroads Charter Schools

October Board Meeting

Date and Time

Monday October 28, 2019 at 5:00 PM CDT

Agenda

I. Opening Items

Opening Items

- A. Record Attendance and Guests
- B. Call the Meeting to Order
- C. Approve Minutes

Approve minutes for September Town Hall Board Meeting on September 23, 2019

II. Financials

Advisory

- A. September Financial Report/UPDATED FY20 BUDGET PROJECTIONS
- B. September Check Register
- C. Charter Funding Equity Update
- D. Greenworks PACE Financing

III. Governance

- A.** Pre-K Collaborative Letter of Intent
- B.** Updated Board Committees
- C.** New Board Member Nominations

- Chris Benner
- Latrina Collins
- Phyllis Hardwick

IV. Education Excellence

- A.** SchoolAppKC
- B.** Thanksgiving Dinner for Staff

V. Closed Session

- A.** Pursuant to RSMo.610.021(6)
- B.** Pursuant to RSMo.610.021(1)

VI. Closing Items

- A.** Adjourn Meeting

Coversheet

Approve Minutes

Section: I. Opening Items
Item: C. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for September Town Hall Board Meeting on September 23, 2019

APPROVED



Crossroads Charter Schools

Minutes

September Town Hall Board Meeting

Date and Time

Monday September 23, 2019 at 5:30 PM

Location

816 Broadway Blvd. Kansas City, MO

Trustees Present

B. Sweetman, D. Charity, D. Yoder, G. Valdovino, J. Williams, P. Crawford, R. Cattelino

Trustees Absent

R. Moore

Guests Present

C. Hughley, D. Johnson, R. Uptergrove

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 Sep 23, 2019 at 5:32 PM.

The meeting was called to order and Dean Johnson requested we adjust the agenda.

The order of agenda items was adjusted so that the "regular" board agenda items were last, to allow for the Town Hall portion to be first.

Motion - Daniel Yoder
Second - Diane Charity
All - Yes

II. Educational Excellence

A. Crossroads Strategic Plan

Dean Johnson introduced the Principals from each campus, Karis Parker - Central Street, Lindsay Yates - Quality, and Kirsten Brown, CPA.

Karis Parker discussed the Culture Day kick-off. Lindsay Yates discussed the blending of Central Street and Quality Hill 5th Graders to create the 6th-grade center and the new culture it has created. Kirsten discussed AP classes and the rigorous push in the core classes to expand authentic learning.

Courtney Hughley, COO, introduced Kevin LaBranche, Campus Safety Manager and the rest of the Operations team.

B. Q & A

Can the school post more items on social media?

Courtney Hughley responded - The main focus on the Crossroads Charter School social media pages is to share highlights and important information not only for Crossroads Families but for the community. Posting school-specific items won't be done but can be shared on the PAC pages. Crossroads has requested access to be in the PAC pages to post more school-specific items and respond to parent questions, however, this request was denied by the PAC.

Can CPA games be added to the district calendar?

Courtney Hughley - We can look at adding these to the CPA and district calendars.

Will there be foreign language classes in elementary?

Courtney Hughley - Currently, Spanish is offered at Quality Hill, alternated with STEM.

Regarding CPA Clubs

Kirsten Brown - Clubs scheduling is determined by the team member managing the club. Students can participate once or twice a week in after school clubs. Transportation home from clubs is not possible at this time because all CPA buses must be at Central Street or Quality Hill by 4 pm. Kirsten encouraged families to send her community service ideas. CPA Clubs will continue to expand and grow!

CPA students shared comments regarding CPA Athletics

Student comments: Games are not publicized well, there is little support from the Crossroads community and students do not feel well-supported. The lack of facilities makes it tough to practice.

Kirsten Brown - We hear you! We are working to get our athletic program strong and well supported. You can always come to me with your concerns at any time. In the 2020-2021 school-year, a full-time Athletic Director will be hired to ensure our program is fully supported.

Parents expressed concerns with Athletics

Student Behavior concerns:

Reach out to the Student Relations Coordinators and principals.

Breakfast programs?

Not at this time and no plans in the future as of right now.

C. Charter School Funding Equity

Dean Johnson gave background and made families aware of Charter Funding Equity. He shared the details of #fixtheglitch. This will be shared on the Wednesday Updates.

Randy, a public affairs consultant, encouraged families to get educated on Charter Funding Equity and reach out to legislature.

D. Approve Minutes

P. Crawford made a motion to approve minutes from the August Board Meeting (Board Retreat) on 08-17-19 August Board Meeting (Board Retreat) on 08-17-19.

D. Yoder seconded the motion.

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

J. Williams made a motion to approve minutes from the August Board Meeting (Board Retreat) on 08-17-19 August Board Meeting (Board Retreat) on 08-17-19.

D. Yoder seconded the motion.

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

E. SPED Plan

D. Charity made a motion to Approve.

B. Sweetman seconded the motion.

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

III. Financials

A. August Financial Report

YTD Revenue: \$2,146,833

YTD Expenses: \$1,998,610

Variance: \$148,223

B. August Check Register

P. Crawford made a motion to Approve.

J. Williams seconded the motion.

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

IV. Closing Items

A. Adjourn Meeting

P. Crawford 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 7:34 PM.

Respectfully Submitted,

R. Uptergrove

Coversheet

September Financial Report/UPDATED FY20 BUDGET PROJECTIONS

Section: II. Financials
Item: A. September Financial Report/UPDATED FY20 BUDGET
PROJECTIONS
Purpose: FYI
Submitted by:
Related Material: CCS - Monthly Presentation - September 2019.pdf



Crossroads Charter Schools

September 2019 Financials

PREPARED **OCTOBER 2019** BY

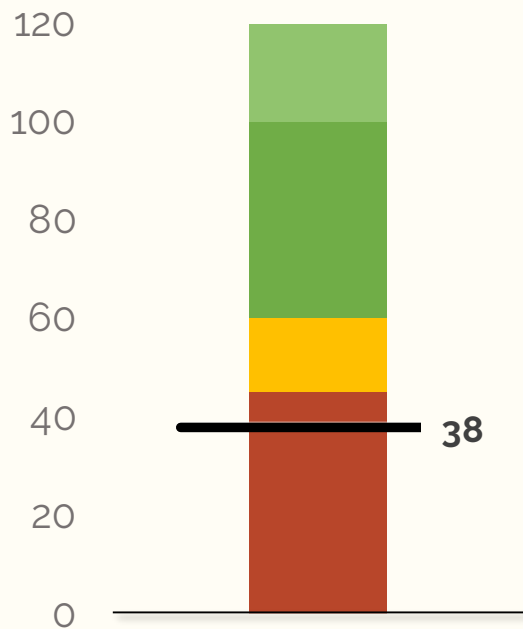


- **Key Performance Indicators**
- **Forecast Overview**
- **Cash Forecast**
- **Forecast History**
- **Appendix: Financials**

Key Performance Indicators

Days of Cash

Cash balance at year-end divided by average daily expenses

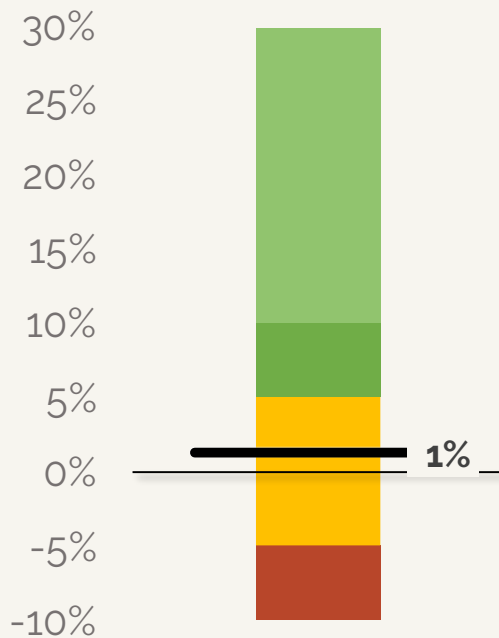


38 DAYS OF CASH AT YEAR'S END

The school will end the year with 38 days of cash. This is below the recommended 60 days, and 3 more day(s) than last month

Gross Margin

Revenue less expenses, divided by revenue



1% GROSS MARGIN

The forecasted net income is \$207k, which is \$50k above the budget. It yields a 1% gross margin.

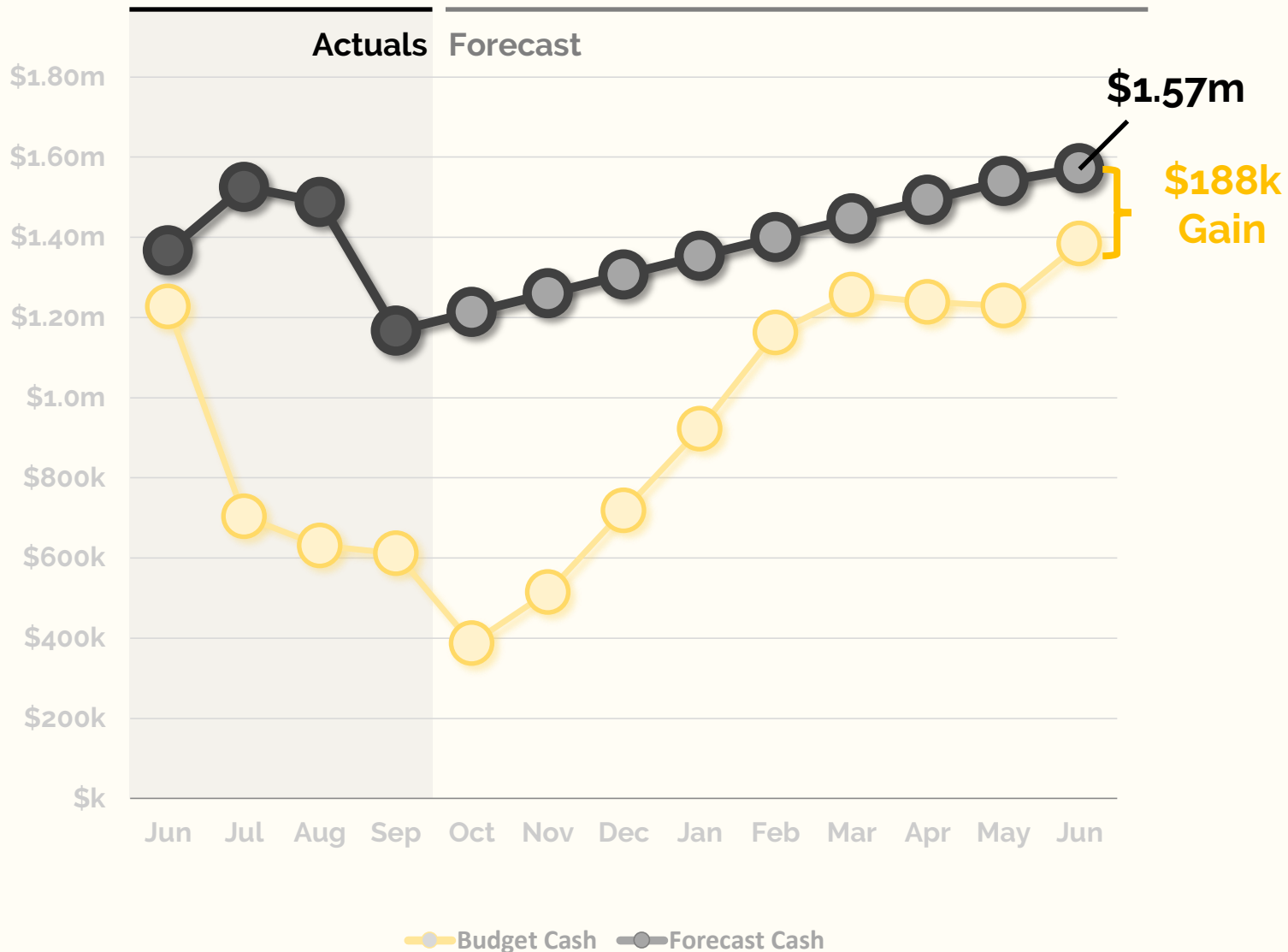
Forecast Overview

	Forecast	Budget	Variance	Variance Graphic	Comments
Revenue	\$15m	\$14m	\$990k	+990k	The revenue variance is related to capital revenue forecast, fundraising and State Revenue adjustments. This month, Basic Formula changed due to decreased ADA which was offset by increased local revenue.
Expenses	\$15m	\$14m	-\$940k	-940k	The increase from budget is related to Capital expense forecast and transportation expenses.
Net Income	\$207k	\$156k	\$50k	50k	
Cash Flow Adjustments	-875.02	0	-875.02	-1k	
Change in Cash	\$206k	\$156k	\$49k	49k	


Cash Flow Forecast

38 Days of Cash at year's end

We forecast the school's year ending cash balance as **\$1.57m**, **\$188k** above budget.



Forecast History of June 30, 2020 Cash Balance

<i>Source</i>	<i>Days of Cash at 6/30/20</i>	<i>Change</i>	<i>Description of change</i>
Budget	35		From SY18-19 Budget
Jul	38	3	FY19 cash higher than forecast
Aug	35	-3	Adjustment to Student Direct and Capital Expenses
 Sep	38	2	Adjusted forecast to include Capital Revenue and Expense
Oct			
Nov			
Dec			
Jan			
Feb			
Mar			
Apr			
May			
Jun			

	<i>Actual</i>	<i>Budget</i>	<i>Variance</i>	<i>Forecast</i>	<i>Budget</i>	<i>Variance</i>	<i>Remaining</i>
Revenue							
Local Revenue	765,661	426,862	338,799	3,948,627	2,643,447	1,305,180	3,182,966
State Revenue	2,609,453	2,409,553	199,900	10,563,594	10,878,837	(315,243)	7,954,141
Federal Revenue	4,889	65,565	(60,676)	706,737	706,737	0	701,848
Total Revenue	3,380,003	2,901,979	478,023	15,218,958	14,229,021	989,937 ①	11,838,956
Expenses							
Salaries	1,429,858	1,495,094	65,236	6,041,494	5,980,375	(61,119)	4,611,636
Benefits and Taxes	429,229	462,797	33,568	1,815,590	1,851,186	35,596	1,386,361
Staff-Related Costs	23,424	32,750	9,327	131,000	131,000	(0)	107,577
Rent	137,410	141,476	4,067	565,905	565,905	0	428,495
Occupancy Service	359,062	291,923	(67,139)	1,175,756	1,167,692	(8,064)	816,694
Student Expense, Direct	351,883	623,035	271,151	2,504,340	2,492,138	(12,202)	2,152,457
Student Expense, Indirect	31,047	72,250	41,203	289,399	289,000	(399)	258,351
Office & Business Expense	208,955	182,048	(26,907)	728,192	728,192	0	519,237
Transportation	80,515	163,051	82,536	780,205	652,205	(128,000)	699,690
Total Ordinary Expenses	3,051,382	3,464,423	413,041	14,031,880	13,857,693	(174,187)	10,980,498
Net Operating Income	328,620	(562,444)	891,064	1,187,078	371,328	815,750	858,458
Extraordinary Expenses							
Interest and Capital Expenses	515,540	53,750	(461,790)	980,540	215,000	(765,540)	465,000
Total Extraordinary Expenses	515,540	53,750	(461,790)	980,540	215,000	(765,540)	465,000
Total Expenses	3,566,922	3,518,173	(48,749)	15,012,420	14,072,693	(939,727) ②	11,445,498
Net Income	(186,920)	(616,194)	429,274	206,538	156,328	50,210 ③	393,458
Cash Flow Adjustments	(13,219)	-	(13,219)	(875)	-	(875) ④	12,344
Change in Cash	(200,139)	(616,194)	416,055	205,663	156,328	49,335 ⑤	405,802

① REVENUE: \$990K AHEAD

- Local Revenue: increase local fundraising, include capital revenue in forecast, reduce rent, add funds for charter school equity.
- State Revenue decrease Basic Formula funding to adjust for ADA.

② EXPENSES: \$940K BEHIND

- Salaries and benefits adjusted to positions and insurance elections.
- Occupancy services increase janitorial expense
- Student expense adjusted due to timing of FY19 expense and additional software.
- Transportation, add one bus
- Extraordinary Expenses include capital expense in forecast

③ NET INCOME: \$50K ahead

④ CASH ADJ: \$1K BEHIND

⑤ NET CHANGE IN CASH: \$49K AHEAD

Monthly Financials

	Actual			Forecast									
Income Statement	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	TOTAL
Revenue													
Local Revenue	450,804	182,434	132,423	353,663	353,663	353,663	353,663	353,663	353,663	353,663	353,663	353,663	3,948,627
State Revenue	640,128	868,578	1,100,747	883,793	883,793	883,793	883,793	883,793	883,793	883,793	883,793	883,793	10,563,594
Federal Revenue	4,889	0	0	77,983	77,983	77,983	77,983	77,983	77,983	77,983	77,983	77,983	706,737
Total Revenue	1,095,821	1,051,011	1,233,170	1,315,440	1,315,440	1,315,440	1,315,440	1,315,440	1,315,440	1,315,440	1,315,440	1,315,440	15,218,958
Expenses													
Salaries	440,012	480,259	509,587	510,931	510,931	510,931	510,931	510,931	510,931	510,931	510,931	524,191	6,041,494
Benefits and Taxes	133,738	147,012	148,478	153,927	153,927	153,927	153,927	153,927	153,927	153,927	153,927	154,942	1,815,590
Staff-Related Costs	9,575	3,561	10,287	11,953	11,953	11,953	11,953	11,953	11,953	11,953	11,953	11,953	131,000
Rent	38,757	61,162	37,492	47,611	47,611	47,611	47,611	47,611	47,611	47,611	47,611	47,611	565,905
Occupancy Service	89,972	94,819	174,271	90,744	90,744	90,744	90,744	90,744	90,744	90,744	90,744	90,744	1,175,756
Student Expense, Direct	121,935	64,951	164,997	239,162	239,162	239,162	239,162	239,162	239,162	239,162	239,162	239,162	2,504,340
Student Expense, Indirect	0	172	30,875	28,706	28,706	28,706	28,706	28,706	28,706	28,706	28,706	28,706	289,399
Office & Business Expense	100,905	54,029	54,021	57,693	57,693	57,693	57,693	57,693	57,693	57,693	57,693	57,693	728,192
Transportation	7,979	2,976	69,560	77,743	77,743	77,743	77,743	77,743	77,743	77,743	77,743	77,743	780,205
Interest	29,875	116,922	368,743	0	0	0	0	0	0	0	0	0	515,540
Total Ordinary Expenses	972,749	1,025,861	1,568,312	1,218,469	1,218,469	1,218,469	1,218,469	1,218,469	1,218,469	1,218,469	1,218,469	1,232,744	14,547,420
Total Expenses	972,749	1,025,861	1,568,312	1,218,469	1,218,469	1,218,469	1,218,469	1,218,469	1,218,469	1,218,469	1,218,469	1,232,744	14,547,420
Net Income	123,073	25,150	-335,142	96,970	96,970	96,970	96,970	96,970	96,970	96,970	96,970	82,695	671,538
Cash Flow Adjustments	35,763	-62,509	13,527	1,372	1,372	1,372	1,372	1,372	1,372	1,372	1,372	1,372	-875
Change in Cash	158,836	-37,359	-321,615	98,342	98,342	98,342	98,342	98,342	98,342	98,342	98,342	84,067	670,663

	<i>Previous Year End</i>	<i>Current</i>
	<i>6/30/2019</i>	<i>9/30/2019</i>

Assets

Current Assets

Intercompany Transfers	0	0
Cash	1,366,542	1,166,403
Accounts Receivable	0	875
Total Current Assets	1,366,542	1,167,278
Total Assets	1,366,542	1,167,278

Liabilities and Equity**Liabilities**

Current Liabilities

Other Current Liabilities	-29,264	-41,608
Total Current Liabilities	-29,264	-41,608
Total Long-Term Liabilities	0	0
Total Liabilities	-29,264	-41,608

Equity

Unrestricted Net Assets	1,395,804	1,395,804
Net Income	0	-186,920
Total Equity	1,395,804	1,208,884



QUESTIONS?

Please contact your EdOps Finance Specialist:

Paul Greenwood

paul@ed-ops.com

415-359-3995

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Coversheet

September Check Register

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

Crossroads Charter Schools
10/23/2019 3:19 PM

Check Register by Type

Page: 1
User ID: PAUL

Payee Type: Vendor		Check Type: Automatic Payment			Checking Account ID: 1		
<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>
1603882	09/01/2019	X			COMMERCE	COMMERCE BANK	3,261.61
1603883	09/01/2019	X			CAKCESTAT	CROSSROADS REAL ESTATE COMPANY	27,899.00
1603884	09/10/2019	X			ATT	AT&T	2,866.90
1603885	09/04/2019	X			BCBS	BLUE CROSS AND BLUE SHELD OF KANSAS CITY	44,792.51
1603886	09/30/2019	X			UNUM	UNUM LIFE INSURANCE COMPANY OF AMERICA	3,965.82
1603887	09/05/2019	X			HVH	HISTORIC VIRGINIA HOTEL, LLC	0.00
1603888	09/30/2019	X			KCPL	KCP&L	18,632.45
1603889	09/23/2019	X			HARTFORD	THE HARTFORD INSURANCE COMPANY	732.24
1603890	09/25/2019	X			HANOVER	THE HANOVER INSURANCE CO	7,377.90
1603891	09/16/2019	X			GOOGLEF	GOOGLE FIBER	130.00
1603892	09/30/2019	X			PAYLOCITY	PAYLOCITY	4,358.50
1603911	09/11/2019	X			APPLE	APPLE INC.	9,732.00
1603912	09/25/2019	X			VISA	VISA	2,208.79
1603914	09/20/2019	X			COMMERCECC	COMMERCE BANK - COMMERCIAL CARDS	53,755.26
Checking Account ID: 1					Void Total:	0.00	Total without Voids: 179,712.98
Check Type Total: Automatic Payment					Void Total:	0.00	Total without Voids: 179,712.98

Payee Type: Vendor		Check Type: Check			Checking Account ID: 1		
<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>
73263630	09/03/2019	X			MARIADIC	MARIA DICKSON	611.81
73263631	09/03/2019	X			ISS	ISS FACILITY SERVICES - KC	3,442.82
73263632	09/03/2019	X			ISS	ISS FACILITY SERVICES - KC	1,840.61
73263633	09/03/2019	X			ISS	ISS FACILITY SERVICES - KC	2,603.19
73263634	09/03/2019	X			ISS	ISS FACILITY SERVICES - KC	96.34
73263635	09/03/2019	X			BUILKEEP	BUILDING KEEP	615.00
73263636	09/03/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	418.50
73263637	09/03/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	372.00
73263638	09/03/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	46.50
73263639	09/03/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	209.25
73263640	09/03/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	186.00
73263641	09/03/2019	X			PAYLOCITY	PAYLOCITY	503.85
73263642	09/03/2019	X			OMEGA	OMEGA DOOR AND HARDWARE INC.	282.50
73263643	09/03/2019	X			RAMAIR	RAM AIR	221.13
73263644	09/03/2019	X			RAMAIR	RAM AIR	113.67
73263645	09/03/2019	X			CITYOFKC	CITY OF KANSAS CITY	125.00
73263646	09/03/2019	X			RAMAIR	RAM AIR	244.42
73263647	09/03/2019	X			RAMAIR	RAM AIR	586.38
73263648	09/03/2019	X			FSG	FACILITY SOLUTIONS GROUP	157.02
73263649	09/03/2019	X			RSC	RSC	70.00
73263650	09/03/2019	X			STRASSER	STRASSER TRUE VALUE	98.74
73263651	09/03/2019	X			STRASSER	STRASSER TRUE VALUE	11.10
73263652	09/03/2019	X			CCGROUP	C & C GROUP	13.00
73263796	09/03/2019	X			YARDI	YARDI MARKETPLACE	121.74
73263797	09/03/2019	X			YARDI	YARDI MARKETPLACE	243.48
73263798	09/03/2019	X			DESIGN	DESIGN MECHANICAL	3,385.40
73263799	09/03/2019	X			THYSSELEV	THYSSENKRUPP ELEVATOR CORP	399.00
73263800	09/03/2019	X			YARDI	YARDI MARKETPLACE	235.14
73263801	09/03/2019	X			SCENARIO	SCENARIO LEARNING	1,379.30
73263962	09/03/2019	X			OTIS	OTIS ELEVATOR	532.80
73263963	09/03/2019	X			CONCENTRA	CONCENTRA	61.50
73263964	09/03/2019	X			KCAV	KANSAS CITY AUDIO-VISUAL	250.00
73263965	09/03/2019	X			MIDWEST	MIDWEST TECHNOLOGY CONNECTION	50.00
73263966	09/03/2019	X			MEDELLIN	Medellin Landscaping & Gardening	140.00
73263967	09/03/2019	X			KCMETRO	KC METRO CONFERENCE	2,410.00
73263968	09/03/2019	X			SOLI	SOLI AND SOLI INC	2,880.00
73263969	09/03/2019	X			AMERDINING	AMERICAN FOOD & VENDING CORP	11,703.25
73264222	09/03/2019	X			MARRIOTTK	MARRIOTT, KRISTEN	28.38

Crossroads Charter Schools
10/23/2019 3:19 PM

Check Register by Type

Page: 2
User ID: PAUL

Payee Type: Vendor		Check Type: Check			Checking Account ID: 1		
<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>
73264223	09/03/2019	X			PARKDAN	DANIELLE PARKER	45.00
73264224	09/03/2019	X			MCPAKEA	Keaton McManamy	48.50
73264225	09/03/2019	X			ALDRJEN	Jenaye Aldridge	57.31
73264226	09/03/2019	X			JOHNNIC	NICOLE JOHNSON	85.99
73264227	09/03/2019	X			FERGUSON	Ferguson Enterprises Inc # 215	129.72
73264228	09/03/2019	X			STEIKAI	KAITLYN STEINACHER	187.69
73264229	09/03/2019	X			BUILTONBEL	BUILT ON BELL	265.00
73264230	09/03/2019	X			KENYON	CONNIE KENYON	400.00
73264231	09/03/2019	X			GRIFCHA	CHARLOTTE GRIFFITHS	643.63
73264232	09/03/2019	X			DATAMAX	DATAMAX, INC	1,342.28
73264233	09/03/2019	X			TURNER	TURNER CONSTRUCTION	66,186.00
73264234	09/03/2019	X			MILLMOL	MOLLY MILLER	88.19
73264235	09/03/2019	X			TIERNEY	TIERNEY OFFICE PRODUCTS	647.36
73264236	09/03/2019	X			KELLY	KELLY SERVICES, INC	930.60
73264237	09/03/2019	X			AMAZON	AMAZON	12,769.75
73273726	09/10/2019	X			PLAZAACADE	THE PLAZA ACADEMY	750.00
73273727	09/10/2019	X			PLAZAACADE	THE PLAZA ACADEMY	750.00
73273728	09/10/2019	X			PLAZAACADE	THE PLAZA ACADEMY	750.00
73273729	09/10/2019	X			PLAZAACADE	THE PLAZA ACADEMY	750.00
73273730	09/10/2019	X			PLAZAACADE	THE PLAZA ACADEMY	750.00
73273731	09/10/2019	X			PLAZAACADE	THE PLAZA ACADEMY	750.00
73273732	09/10/2019	X			PLAZAACADE	THE PLAZA ACADEMY	750.00
73273733	09/10/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	186.00
73273734	09/10/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	139.50
73273735	09/10/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	279.00
73273736	09/10/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	180.19
73273737	09/10/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	186.00
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73298124	09/17/2019	X			SPIRE	SPIRE	157.49
73298125	09/17/2019	X			MARIADIC	MARIA DICKSON	304.29
73298126	09/17/2019	X			NILESHOME	NILES HOME FOR CHILDREN	3,900.00
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73298131	09/17/2019	X			OMEGA	OMEGA DOOR AND HARDWARE INC.	184.00

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73298714	09/17/2019	X			MIDWEST	MIDWEST TECHNOLOGY CONNECTION	202.50
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73353462	09/24/2019	X			FBKCSPTS	FBKC SPORTS TENANT, LLC	1,357.00

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73354309	09/24/2019	X			MIDCON	MID-CON MANAGEMENT LLC	8,632.50
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Coversheet

Charter Funding Equity Update

Section: II. Financials
Item: C. Charter Funding Equity Update
Purpose: Discuss
Submitted by:
Related Material: KCPS Charter Funding FY 20 Agreement.pdf
Funding Equity Outline - 10.17.19.pdf

AGREEMENT

This Agreement ("Agreement") is made by **Kansas City Public Schools**, a seven-director school district and political subdivision organized and existing under the laws of the State of Missouri, whose main office address is 2901 Troost Avenue; Kansas City, Missouri 64109 ("KCPS") and _____ ("Charter School"), a Missouri non-profit corporation, whose administrative offices are located at _____, Kansas City, MO 641__.

RECITALS

WHEREAS, KCPS acknowledges that the state foundation formula estimated for school year 2019-20 by DESE is not adequate to cover the local property tax revenue shared with Kansas City local charter schools, causing DESE to be unable to pass those local revenues to charter schools on a monthly basis for the 2020 fiscal year;

WHEREAS, KCPS desires to directly pay certain funding in incremental payments, from local tax funds received, to Charter School operating during the 2020 fiscal year for this shortfall;

WHEREAS, Charter School desires to receive the shortfall of funds and will report its school's attendance and other Core Data information as correct as possible to ensure the most accurate payment; and

WHEREAS, KCPS and Charter School desire to enter into this Agreement for the purposes of establishing a framework for the calculation and payment of the shortfall.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

ARTICLE 1 KCPS OBLIGATIONS

1.1 Payment Overview. Due to the shortfall of local funds to the charter schools, KCPS will bridge the gap and directly pay Charter School funds particular to its school. Calculation of the gap and payment will be based in the state foundation formula. The first will be in January based on September membership count data. The second will be in March using the average membership count data for 2019-20 and a final will be in July after final attendance data is filed with DESE. Payments under this agreement shall not be set off by any outstanding payment for separate goods and services Charter School may owe to KCPS.

1.2 Installment Number 1. No later than January 31, 2020, after collection of a significant portion of local property taxes, KCPS will remit payment to charter schools for the months of July through December 2019 for the estimated shortfall of local property tax revenue reimbursement by DESE. That payment will be calculated using the following factors:

1.2.1 Determining the Total WADA. Determination of Total WADA for all charters plus KCPS and individual charter schools will be calculated in a formula by using the 1) September 2019

official membership counts as reported to DESE; 2) Prior year attendance percentage as reported to DESE, 3) Categorical weightings applied using known information as reported and available from DESE; and 4) Prior year, 2019, summer school ADA as reported to DESE

1.2.1.1 Categorical weightings applied using the information as reported and available from DESE include: 1) LEP as filed in October in Core Data; 2) IEP as filed in December in Core Data, and 3) FRL as filed in February in Core Data using the February 2019 counts.

1.2.2 Determining the Estimated Foundation Formula Total and Shortfall per WADA: Total estimated WADA, using this calculation, will be applied to the formula calculation to determine the estimated local revenue per WADA shortfall for 2019-20. The annual estimated shortfall will be reimbursed at 50% (for the first six months).

1.3 Installment Number 2. No later than March 31, 2020, after the January membership counts have been reported to DESE, KCPS will remit payment to charter schools for the months of January through April 2020 for the estimated shortfall of local property tax revenue reimbursement by DESE. That payment will be calculated using the following factors:

1.3.1 Determining the Total WADA. **Determination of Total WADA for all charters plus KCPS and individual charter schools** will be calculated in a formula by using the 1) September 2019 and January official membership counts as reported to DESE and averaged; 2) Prior year attendance percentage as reported to DESE, 3) Categorical weightings applied using known information as reported and available from DESE; and 4) Prior year, 2019, summer school ADA as reported to DESE.

1.3.1.1 Categorical weightings applied using the information as reported and available from DESE include: 1) LEP as filed in October in Core Data; 2) IEP as filed in December in Core Data, and 3) FRL as filed in February in Core Data using the February 2020 counts.

1.3.2 Determining the Estimated Foundation Formula Total and Shortfall per WADA: Total estimated WADA, using this calculation, will be applied to the formula calculation to determine the estimated local revenue per WADA shortfall for 2019-20. The annual estimated shortfall will be reimbursed at 33% (January through April) with any adjustments for the previously paid 50% based on changes in total and individual school WADA after a second set of membership counts and final FRL counts are added into the calculation.

1.4 Installment Number 3. No later than July 31st, 2020, after the final membership counts, attendance rates and categorical funding weightings, for 2019-20 have been reported to DESE, KCPS will remit payment to charter schools for the months of May and June 2020 for the shortfall of local property tax revenue reimbursement by DESE. That payment will be calculated using the following factors:

1.4.1 Determining the Total WADA. **Determination of Total WADA for all charters plus KCPS and individual charter schools** will be calculated in a formula by using the 1) September 2019 and January official membership counts as reported to DESE and averaged as finally adjusted; 2) 2019-20 attendance percentage as reported to DESE, 3) Categorical weightings applied using known information as reported and available from DESE; and 4) Prior year, 2019, summer school ADA as reported to DESE.

1.4.1.1 Categorical weightings applied using the information as reported and available from DESE include: 1) LEP as filed in October in Core Data; 2) IEP as filed in December in Core Data, and 3) FRL as filed in February in Core Data using the February 2020 counts.

1.4.2 Determining the Estimated Foundation Formula Total and Shortfall per WADA: Total

estimated WADA, using this calculation, will be applied to the formula calculation to determine the estimated local revenue per WADA shortfall for 2019-20. The annual estimated shortfall will be reimbursed at 33% (January through April) with any adjustments for the previously paid 50% based on changes in total and individual school WADA after a second set of membership counts and final FRL counts are added into the calculation.

ARTICLE 2 CHARTER SCHOOL OBLIGATIONS

- 2.1 Accurate Data Reporting.** Charter School shall take all measures to ensure all estimated Core Data reporting, including but not limited to student membership count, attendance, and categorical reporting, is as accurate as possible to prevent any overpayment of funds.
- 2.2 Overpayment.** Should Charter School receive an overpayment of funds after Installment Number 3, as referenced in 1.4, Charter School shall repay KCPS for any overpayment made within thirty (30) days of notification of the overpayment.

ARTICLE 3 TERM AND TERMINATION

- 3.1 Term.** This Agreement shall be effective as of **December 1, 2019** and shall continue in full force and effect through **August 30, 2020**.
- 3.2 Termination.** Either party may cancel this Agreement with fifteen (15) days' notice to the other party in writing.
- 3.3 Responsibility upon Termination.** No payments scheduled to be paid to Charter School after the termination of this Agreement will be paid. Any overpayment identified after the data reported to DESE has been finally adjusted will be due and payable within thirty (30) days after receipt of an invoice of overpayment.
- 3.4 Survival.** The provisions of Articles 4, 5, 7, 8, and 9 of this Agreement shall survive the termination of this Agreement and remain in full force and effect thereafter.

ARTICLE 4 ANNUAL APPROPRIATION OF FUNDS

This Agreement shall be subject to annual appropriations of funds by KCPA in accordance with its normal funding practices. Notwithstanding any other provision of this Agreement, in the event that funds are not available in full or in part, this Agreement will be subject to modification or termination, depending upon the extent of available funds. KCPS may terminate the Agreement in its entirety without penalty, if funding is not available.

ARTICLE 5 RIGHT TO INJUNCTIVE RELIEF

Consultant acknowledges that the terms of Articles 2, 6, and 8 of this Agreement are reasonably necessary to protect the legitimate interests of the School, are reasonable in scope and duration, and are not unduly restrictive. Charter School acknowledges that a breach of any of the terms of Articles 2, 6, or 8 of this Agreement will render irreparable harm to KCPS, and that a remedy at law for breach of

the Agreement is inadequate, and that KCPS shall therefore be entitled to seek any and all equitable relief, including, but not limited to, injunctive relief, and to any other remedy that may be available under any applicable law or agreement between the parties. Consultant acknowledges that an award of damages to the School does not preclude a court from ordering injunctive relief. Both damages and injunctive relief shall be proper modes of relief and are not to be considered as alternative remedies.

ARTICLE 6 INDEMNIFICATION

KCPS and Charter School hereby agree and consent to engage in good faith discussions and negotiations to any concerns regarding the execution of this Agreement. Charter School shall defend, hold harmless, and indemnify KCPS, its officers, directors, employees, and agents from and against any and every claim, demand, judgments, fines, and expenses, including all attorneys' fees and amounts paid in settlement actually and reasonably incurred by KCPS in connection with any threatened, pending, or completed action, suit, or proceeding, which made by reason or injury reason or injury to a person or property caused by any act, neglect, default, or omission under the performance of this agreement.

ARTICLE 7 NOTICES

Communications. Communications relating to this Agreement must be communicated by electronic mail, certified mail, return receipt requested, facsimile, or overnight courier to the following addresses or as may be later designated by written notice to the other party:

Kansas City Public Schools:

Attention: Chief Legal Counsel
Address
Kansas City, Missouri
Telephone:
Facsimile:

Charter School:

Attention: Name
Address
Kansas City MO
Telephone:
Facsimile:

ARTICLE 8 GENERAL PROVISIONS

8.1 Construction of Terms. If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, that provision shall be severed and shall not affect the validity or enforceability of the remaining provisions.

8.2. Governing Law. This Agreement is governed by and constructed in accordance with the laws of the State of Missouri without regard to any conflict of laws provision. The parties consent to venue and

personal and subject matter jurisdiction in Kansas City, Jackson County, Missouri.

8.3 Executed Agreement. This Agreement will not become effective until an understanding is reached between the parties and the Agreement has been fully executed by authorized representatives of each party. Charter School understands that KCPS shall not be obligated to compensate Charter School prior to the execution of this Agreement.

8.4 Amendments. The Agreement may be altered, amended, changed, or modified only by agreement in writing executed by an authorized representative from both parties.

8.5 Assignment. No party may assign this agreement without the prior written consent of the other party.

8.6 No Third-Party Beneficiary Rights. No third party may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, the School or Consultant in the Agreement. Nothing in this Agreement, whether express or implied, is intended to create any rights or remedies of any third-party beneficiary.

8.7 Entire Agreement. This Agreement and any exhibits shall constitute the entire understanding and agreement between the parties with respect to the subject matter covered, and shall supersede all prior agreements, understandings, discussions, warranties and representations, oral or written, express or implied, not incorporated in this Agreement.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed and does each warrant that their respective signatory whose signature appears below is fully authorized to execute this Agreement.

KANSAS CITY PUBLIC SCHOOLS

By:
Name: Patricia Mansur
Title: President, Board of Directors

Date:

CHARTER SCHOOL NAME

By:
Name:
Title:

Date:

Charter School Funding Inequity in Missouri
October 17, 2019

1. Funding Equity Goal: Charter schools receive the same amount of State, County and Local funding per WADA as the local school district.
2. 2019 Legislative Session: MCPSA was a strong advocate of SB271 which would have achieved charter school funding equity. This bill would have fixed several glitches in the charter school funding formula that are currently in statute:
 - a. There are several streams of local funds that districts receive, but are excluded from the statutory definition of “Local Effort” that DESE uses to calculate Charter funding. SB271 would have fixed that.
 - b. Currently, DESE must use property tax valuations from 2004 when calculating Charter school funding. Property tax collections in 2018 are much higher than valuations in 2004, but Charters are missing out on the most of this increase. SB271 would have updated DESE’s formula to use prior year property taxes received to calculate Charter funding.
 - c. If SB271 had passed, Charters would have continued to receive Basic Formula and Local Effort funding from DESE, and school districts would have been required to pay a “true-up” to each Charter to fill the funding gap.
 - d. SB271 passed a Senate Committee but went no further. It faced strong resistance from KCPS, SLPS and their allies.
3. **For the past several months, representatives from several KC Charters and KCPS have formed a working group to determine if the Charter funding equity goal can be achieved in a manner that is agreeable to KCPS.**
4. The Alternative Approach: KC Charters and KCPS have developed an outline that could achieve the goal of Charter school funding equity in a manner that could be supported by KCPS. Please note, no terms or legislative language are considered “agreed upon” until/unless approved by the MCPSA Board of Directors (representing both St. Louis and Kansas City) and the KCPS Board of Directors. It is believed that the KCPS Board of Directors will be unlikely to approve a funding equity approach that is not supported by SLPS.
 - a. Charters would receive an equitable share of all State, Local and County public dollars intended for public education and that are distributed on a per WADA basis.
 - b. Charters would continue to receive all State funds and Prop C directly from DESE. Charter schools would no longer receive Local Effort funds from DESE.
 - c. In lieu of not receiving Local Effort funding from DESE, Charters would directly receive Local and County dollars directly from the local school district on the same schedule that the local district receives those funds.

- d. Because Charters would be receiving Local and County funds in real time, directly from the district, the “funding cliff”, two-year lag, and 2004 property tax issues would be solved. Legislation would ensure that the Local and County streams of money that currently are not included in Charter funding formulas (e.g. Merchants and Manufacturers Tax, PILOTS) would be included.
 - e. Because Charters would be receiving Local and County funds on the same calendar as the district, Charters’ cash flow would be affected.
 - f. The majority of Local taxes (about 70% in KC) are received by the district in January coinciding with the typical payment of property taxes. The other 30% of Local and County taxes accrue throughout the year.
 - g. Between July and December, Charters would receive Basic Formula funds, Prop C, Transportation, Food Services, Title, etc. as they have always been received. But Local funds would mostly accrue in January, and so Charters without large cash reserves would need to acquire a Tax Anticipation Note (TAN) or Line of Credit from their bank to maintain cash flow during the fall months.
 - h. Charter schools would basically be funded like all traditional school districts in Missouri, both in terms of funding equity and the timing that funds are received. DESE has confirmed that TANs and/or Lines of Credit are common tools used by Missouri school districts for this same exact reason.
5. Next Steps:
- a. Charter school funding equity is a top 2020 legislative priority for MCPSA.
 - b. In November, the MCPSA Board of Directors will need to determine if it will advocate for legislative language similar to SB271 or align with the approach outlined above by the KC Charters and KCPS working group.
 - c. Key Pros and Cons:
 - i. SB271 would have achieved funding equity, but was successfully opposed by KCPS, SLPS and their allies. A similar bill in 2020 would likely face similar opposition.
 - ii. The KC Charter/KCPS alternative approach would achieve funding equity. But the timing of local funds would require Charter schools without significant cash reserves to acquire TANs or Lines of Credit during the fall months. This approach, if approved by all the key parties referenced here, would have a high likelihood of passing.
 - d. Whichever approach is taken, it is critical that Charter school parents and other stakeholders are actively advocating to “fix the glitch” to ensure funding equity.

Coversheet

Greenworks PACE Financing

Section: II. Financials
Item: D. Greenworks PACE Financing
Purpose: Vote

Submitted by:

Related Material:

Greenworks Lending Term Sheet - 808-816 Broadway Blvd - 10.24.19 (002).pdf

Greenworks Lending Term Sheet - 1011 Central Street - 10.21.19 (1).pdf

Greenworks Lending Term Sheet - 1015 Central Street - 10.21.19 (1).pdf



Term Sheet

October 24, 2019

Crossroads Charter Schools
808-816 Broadway Blvd
Kansas City, MO, 6410

RE: Letter of Interest & Term Sheet for C-PACE Financing

Dear Courtney,

Greenworks Lending LLC ("Greenworks"), is pleased to submit this term sheet to Crossroads Charter Schools ("Borrower") for a scope of work to be financed ("Project") using Commercial Property Assessed Clean Energy ("C-PACE").

C-PACE Summary:

C-PACE is a public-private financing tool that offers building owners attractive financing for making energy or water efficient upgrades. With C-PACE, a private capital provider (in this case Greenworks) funds qualifying project costs and repayment is secured via a property tax surcharge over long periods of time. Benefits to property owners may include: No money down, longer terms with fixed rates, non-recourse structure, and obligations that can transfer to a subsequent purchaser upon sale of the property.

This is a summary of terms and conditions, and the specific terms and conditions of the Assessment will be formally outlined in Greenworks' standard C-PACE financing documents. Subject to the below, this **Term Sheet expires if the project does not close within sixty days from the date above.**

Borrower	Crossroads Charter Schools
Address ("Property")	808-816 Broadway Blvd, Kansas City, MO
Property Value / Source	\$9,230,000.00 / 2018 Appraisal
Close Date	Estimated to be 11/30/2019
Project Cost	\$539,005.00
Deposit Due upon execution of Term Sheet	\$0.00 Greenworks may require a deposit to cover necessary diligence expenses exceeding \$2,500, such as an appraisal, energy audit, or outside legal expenses (none are expected at this time). Greenworks reserves the right to request such deposit prior to continuing diligence.
Cash Due at Closing	\$0.00
Term / Rate	20 Years / 6.25% ¹
Greenworks Fees	\$12,127.61 (2.25% of Project Cost)
Transaction Costs (Estimate only)	\$5,873.51
Program / Government Fees²	\$6,169.30 – Upfront MO CPACE Administrative Fee (1.14% of project cost) \$500.00 / year – Annual On-Going CPACE Servicing Fee + Ongoing County Collection Fee TBD by county
Capitalized Interest³	\$3,030.98 – This estimate covers interest from close through the tax period prior to repayment start. See "Interest Accrual" section below for more detail.

¹ Rate is Greenworks' required yield exclusive of transaction fees. If there is a significant market dislocation prior to closing, defined as treasuries moving more than 50 bps up or down from the date on this term sheet, Greenworks has the right to increase rate accordingly

² Note: "Program and Government Fees" are disclosed for Borrower's knowledge but are charged by the County or State PACE Program, not Greenworks Lending.

³ This amount is estimated based on expected close date and first repayment date.



Term Sheet

Total Financed Amount (est.)⁴	\$566,206.40
Repayment Frequency and Start Date	1 payments per year (via tax bill): First repayment due date: 12/31/2020 Repayment will start no later than 18 months from the Close Date
Disbursement⁵	A milestone-based disbursement schedule to be finalized prior to close.

Additional Details:

Interest /Calculation

All calculations in respect of interest will be made on the basis of actual number of days elapsed in a 360-day year. The full Assessment amount, less fees and capitalized interest, will be reserved by Greenworks at closing and funds will be disbursed according to agreed-upon project milestones. Interest accruing from the date of closing through 12/31/2019 will be capitalized on that date, with the first assessment payment to occur on: 12/31/2020.

Early Payoff:

Borrower may elect to pay off the Assessment at any time. Payoff amounts are outlined below.

Years since date of execution of Financing Agreement	% of outstanding principal balance paid
1-5	105%
6 – 10	103%
11 and on	100%

Conditions Precedent

Standard for transactions of this type, including, but not limited to, the following:

- The total financed amount divided by the property value cannot exceed 20% and all debt secured by the property (including lines of credit and C-PACE Total Financed Amount), as confirmed by the title search, divided by the property value does not exceed 95%;
- Executed consent to the C-PACE assessment from all lenders secured by the property (*Total Financed Amount not to exceed 110% of the executed consent form*);
- Satisfactory completion of Greenworks’ internal legal, environmental and final credit approvals;
- Approval from the applicable C-PACE program administrator;
- PACE term cannot exceed the estimated useful life of PACE measures;
- Execution of Greenworks’ standard documentation;
- Documents as Greenworks may require in its sole discretion;

Transaction Costs

Greenworks will pass through all third-party costs incurred in underwriting and closing this assessment and include in the total financed amount. These may include: environmental site assessment, third party technical review, title search, legal opinion, court searches and lien filing fees. All deposits are non-refundable. If the C-PACE financing with Greenworks does not close for any reason, the Borrower agrees to promptly reimburse Greenworks for third-party costs incurred in excess of any deposits paid to Greenworks. For third party costs exceeding \$2,500, Greenworks reserves the right to request additional funds prior to continuing diligence.

⁴ Total financed amount is an estimated figure and equals Project Cost + Greenworks Fees + Transaction Costs + Program Fees – Deposit + Capitalized Interest.

⁵ If, after your final C-PACE disbursement request, your disbursement requests total less than 85% of the Project Cost, an unused line fee will be charged, equaling 5% of the value of the funds not drawn.



Term Sheet

Disclosure of Information

Borrower acknowledges that we may share their information with Greenworks' partners, service providers, future lien holders, etc. at Greenworks sole discretion, assuming there is a Non-Disclosure Agreement (NDA) in place. Greenworks reserves the right to sell or assign the assessment in its sole discretion.

Termination

Borrower can terminate this Term Sheet at any time for any reason by providing written notice to Greenworks, provided Greenworks will retain the Deposit. Greenworks can terminate this Term Sheet at any time for any reason by providing written notice to the Borrower.

Limitation of Liability

Notwithstanding anything to the contrary contained in this Term Sheet, the aggregate liability of Greenworks arising from this Term Sheet shall not exceed the fees received pursuant to this Term Sheet except for claims which arise or result from fraudulent or unlawful acts, or willful misconduct.

Exclusivity

Borrower shall work on an exclusive basis with Greenworks as it relates to financing the Project with PACE financing unless or until (i) Greenworks terminates this Term Sheet, or (ii) Greenworks is not able to meet the terms provided in this Term Sheet. This paragraph shall survive the termination of this Term Sheet for a period of one year.

Non-Binding

Except as otherwise expressly stated herein, this Term Sheet does not constitute or create, and shall not be deemed to constitute or create, any legally binding or enforceable obligation on the part of Greenworks and should not be construed as a binding commitment to provide any type of financing to the Project or the Borrower.

In Closing

This Term Sheet does not purport to summarize all provisions which would be contained in definitive legal documentation for contemplated investments. The summary of terms and conditions contained herein is subject to documents satisfactory to Greenworks, at its sole discretion.

We look forward to working with you to finance your C-PACE project. This transaction is important to Greenworks and we are prepared to move quickly to make your project a reality.

Sincerely,
Greenworks Lending LLC

By: Alexandra Cooley
Title: Chief Operating Officer

REVIEWED & ACCEPTED:

Signature: _____

Printed Name: _____

Title: _____



Term Sheet

October 21, 2019

Crossroads Real Estate Company
 1011 Central Street
 Kansas City, MO, 6410

RE: Letter of Interest & Term Sheet for C-PACE Financing

Dear Courtney,

Greenworks Lending LLC (“Greenworks”), is pleased to submit this term sheet to Crossroads Real Estate Company (“Borrower”) for a scope of work to be financed (“Project”) using Commercial Property Assessed Clean Energy (“C-PACE”).

C-PACE Summary:

C-PACE is a public-private financing tool that offers building owners attractive financing for making energy or water efficient upgrades. With C-PACE, a private capital provider (in this case Greenworks) funds qualifying project costs and repayment is secured via a property tax surcharge over long periods of time. Benefits to property owners may include: No money down, longer terms with fixed rates, non-recourse structure, and obligations that can transfer to a subsequent purchaser upon sale of the property.

This is a summary of terms and conditions, and the specific terms and conditions of the Assessment will be formally outlined in Greenworks’ standard C-PACE financing documents. Subject to the below, this **Term Sheet expires if the project does not close within sixty days from the date above.**

Borrower	Crossroads Real Estate Company
Address (“Property”)	1011 Central Street, Kansas City, MO
Property Value / Source	\$1,454,290.00 / Tax assessed value, to be updated with Appraisal

Close Date	Estimated to be 11/30/2019
Project Cost	\$160,433.00
Deposit Due upon execution of Term Sheet	\$800.00 Greenworks may require a deposit to cover necessary diligence expenses exceeding \$2,500, such as an appraisal, energy audit, or outside legal expenses (none are expected at this time). Greenworks reserves the right to request such deposit prior to continuing diligence.
Cash Due at Closing	\$0.00
Term / Rate	20 Years / 6.20% ¹
Greenworks Fees	\$3,609.74 (2.25% of Project Cost)
Transaction Costs (Estimate only)	\$5,496.80
Program / Government Fees²	\$2,246.06 – Upfront MO CPACE Administrative Fee (1.4% of project cost) \$500.00 / year – Annual On-Going MO CPACE Servicing Fee + Ongoing County Collection Fee TBD by county
Capitalized Interest³	\$920.23 – This estimate covers interest from close through the tax period prior to repayment start. See “Interest Accrual” section below for more detail.

¹ Rate is Greenworks’ required yield exclusive of transaction fees. If there is a significant market dislocation prior to closing, defined as treasuries moving more than 50 bps up or down from the date on this term sheet, Greenworks has the right to increase rate accordingly

² Note: “Program and Government Fees” are disclosed for Borrower’s knowledge but are charged by the County or State PACE Program, not Greenworks Lending.

³ This amount is estimated based on expected close date and first repayment date.



Term Sheet

Total Financed Amount (est.)⁴	\$171,905.83
Repayment Frequency and Start Date	1 payment per year (via tax bill). First repayment due date: 12/31/2020. Repayment will start no later than 18 months from the Close Date
Disbursement⁵	A milestone-based disbursement schedule to be finalized prior to close.

Additional Details:

Interest /Calculation

All calculations in respect of interest will be made on the basis of actual number of days elapsed in a 360-day year. The full Assessment amount, less fees and capitalized interest, will be reserved by Greenworks at closing and funds will be disbursed according to agreed-upon project milestones. Interest accruing from the date of closing through 12/31/2019 will be capitalized on that date, with the first assessment payment to occur on: 12/31/2020.

Early Payoff:

Borrower may elect to pay off the Assessment at any time. Payoff amounts are outlined below.

Years since date of execution of Financing Agreement	% of outstanding principal balance paid
1-5	105%
6 – 10	103%
11 and on	100%

Conditions Precedent

Standard for transactions of this type, including, but not limited to, the following:

- The total financed amount divided by the property value cannot exceed 25% and all debt secured by the property (including lines of credit, debt that will remain after the New Market Tax Credit compliance period, and C-PACE Total Financed Amount), as confirmed by the title search, divided by the property value does not exceed 95%;
- Executed consent to the C-PACE assessment from all lenders secured by the property (*Total Financed Amount not to exceed 110% of the executed consent form*);
- Satisfactory completion of Greenworks’ internal legal, environmental and final credit approvals;
- Confirmation of property value via an appraisal approved by Greenworks;
- Satisfactory review of New Market Tax Credit documentation and structure, including but not limited to:
 - TIF Loan terms
 - How much debt will remain secured by the property at the end of the compliance period, e.g. that the Tax Credit Investor is expected to exit, and the QLICI B loans will be forgiven and no longer secured by the property
- Approval from the applicable C-PACE program administrator;
- PACE term cannot exceed the estimated useful life of PACE measures;
- Execution of Greenworks’ standard documentation;
- Documents as Greenworks may require in its sole discretion;

⁴ Total financed amount is an estimated figure and equals Project Cost + Greenworks Fees + Transaction Costs + Program Fees – Deposit + Capitalized Interest.

⁵ If, after your final C-PACE disbursement request, your disbursement requests total less than 85% of the Project Cost, an unused line fee will be charged, equaling 5% of the value of the funds not drawn.



Term Sheet

Transaction Costs

Greenworks will pass through all third-party costs incurred in underwriting and closing this assessment and include in the total financed amount. These may include: an appraisal, environmental site assessment, third party technical review, title search, legal opinion, court searches and lien filing fees. All deposits are non-refundable. If the C-PACE financing with Greenworks does not close for any reason, the Borrower agrees to promptly reimburse Greenworks for third-party costs incurred in excess of any deposits paid to Greenworks. For third party costs exceeding \$2,500, Greenworks reserves the right to request additional funds prior to continuing diligence.

Disclosure of Information

Borrower acknowledges that we may share their information with Greenworks' partners, service providers, future lien holders, etc. at Greenworks sole discretion, assuming there is a Non-Disclosure Agreement (NDA) in place. Greenworks reserves the right to sell or assign the assessment in its sole discretion.

Termination

Borrower can terminate this Term Sheet at any time for any reason by providing written notice to Greenworks, provided Greenworks will retain the Deposit. Greenworks can terminate this Term Sheet at any time for any reason by providing written notice to the Borrower.

Limitation of Liability

Notwithstanding anything to the contrary contained in this Term Sheet, the aggregate liability of Greenworks arising from this Term Sheet shall not exceed the fees received pursuant to this Term Sheet except for claims which arise or result from fraudulent or unlawful acts, or willful misconduct.

Exclusivity

Borrower shall work on an exclusive basis with Greenworks as it relates to financing the Project with PACE financing unless or until (i) Greenworks terminates this Term Sheet, or (ii) Greenworks is not able to meet the terms provided in this Term Sheet. This paragraph shall survive the termination of this Term Sheet for a period of one year.

Non-Binding

Except as otherwise expressly stated herein, this Term Sheet does not constitute or create, and shall not be deemed to constitute or create, any legally binding or enforceable obligation on the part of Greenworks and should not be construed as a binding commitment to provide any type of financing to the Project or the Borrower.

In Closing

This Term Sheet does not purport to summarize all provisions which would be contained in definitive legal documentation for contemplated investments. The summary of terms and conditions contained herein is subject to documents satisfactory to Greenworks, at its sole discretion.

We look forward to working with you to finance your C-PACE project. This transaction is important to Greenworks and we are prepared to move quickly to make your project a reality.

Sincerely,
Greenworks Lending LLC

By: Alexandra Cooley
Title: Chief Operating Officer

REVIEWED & ACCEPTED:

Signature: _____
Printed Name: _____
Title: _____



Term Sheet

October 21, 2019

Crossroads Real Estate Company
 1015 Central Street
 Kansas City, MO, 6410

RE: Letter of Interest & Term Sheet for C-PACE Financing

Dear Courtney,

Greenworks Lending LLC (“Greenworks”), is pleased to submit this term sheet to Crossroads Real Estate Company (“Borrower”) for a scope of work to be financed (“Project”) using Commercial Property Assessed Clean Energy (“C-PACE”).

C-PACE Summary:

C-PACE is a public-private financing tool that offers building owners attractive financing for making energy or water efficient upgrades. With C-PACE, a private capital provider (in this case Greenworks) funds qualifying project costs and repayment is secured via a property tax surcharge over long periods of time. Benefits to property owners may include: No money down, longer terms with fixed rates, non-recourse structure, and obligations that can transfer to a subsequent purchaser upon sale of the property.

This is a summary of terms and conditions, and the specific terms and conditions of the Assessment will be formally outlined in Greenworks’ standard C-PACE financing documents. Subject to the below, this **Term Sheet expires if the project does not close within sixty days from the date above.**

Borrower	Crossroads Real Estate Company
Address (“Property”)	1015 Central Street, Kansas City, MO
Property Value / Source	\$2,937,215.00 / Tax assessed value, to be updated with Appraisal

Close Date	Estimated to be 11/30/2019
Project Cost	\$315,287.00
Deposit Due upon execution of Term Sheet	\$800.00 Greenworks may require a deposit to cover necessary diligence expenses exceeding \$2,500, such as an appraisal, energy audit, or outside legal expenses (none are expected at this time). Greenworks reserves the right to request such deposit prior to continuing diligence.
Cash Due at Closing	\$0.00
Term / Rate	20 Years / 6.20% ¹
Greenworks Fees	\$7,093.96 (2.25% of Project Cost)
Transaction Costs (Estimate only)	\$5,646.07
Program / Government Fees²	\$4,414.02 – Upfront MO CPACE Administrative Fee (1.4% of project cost) \$500.00 / year – Annual On-Going MO CPACE Servicing Fee + Ongoing County Collection Fee TBD by county
Capitalized Interest³	\$1,784.87 – This estimate covers interest from close through the tax period prior to repayment start. See “Interest Accrual” section below for more detail.

¹ Rate is Greenworks’ required yield exclusive of transaction fees. If there is a significant market dislocation prior to closing, defined as treasuries moving more than 50 bps up or down from the date on this term sheet, Greenworks has the right to increase rate accordingly

² Note: “Program and Government Fees” are disclosed for Borrower’s knowledge but are charged by the County or State PACE Program, not Greenworks Lending.

³ This amount is estimated based on expected close date and first repayment date.



Term Sheet

Total Financed Amount (est.)⁴	\$333,425.92
Repayment Frequency and Start Date	1 payment per year (via tax bill). First repayment due date: 12/31/2020. Repayment will start no later than 18 months from the Close Date.
Disbursement⁵	A milestone-based disbursement schedule to be finalized prior to close.

Additional Details:

Interest /Calculation

All calculations in respect of interest will be made on the basis of actual number of days elapsed in a 360-day year. The full Assessment amount, less fees and capitalized interest, will be reserved by Greenworks at closing and funds will be disbursed according to agreed-upon project milestones. Interest accruing from the date of closing through 12/31/2019 will be capitalized on that date, with the first assessment payment to occur on: 12/31/2020.

Early Payoff:

Borrower may elect to pay off the Assessment at any time. Payoff amounts are outlined below.

Years since date of execution of Financing Agreement	% of outstanding principal balance paid
1-5	105%
6 – 10	103%
11 and on	100%

Conditions Precedent

Standard for transactions of this type, including, but not limited to, the following:

- The total financed amount divided by the property value cannot exceed 25% and all debt secured by the property (including lines of credit, debt that will remain after the New Market Tax Credit compliance period, and C-PACE Total Financed Amount), as confirmed by the title search, divided by the property value does not exceed 95%;
- Executed consent to the C-PACE assessment from all lenders secured by the property (*Total Financed Amount not to exceed 110% of the executed consent form*);
- Satisfactory completion of Greenworks’ internal legal, environmental and final credit approvals;
- Confirmation of property value via an appraisal approved by Greenworks;
- Satisfactory review of New Market Tax Credit documentation and structure, including but not limited to:
 - TIF Loan terms
 - How much debt will remain secured by the property at the end of the compliance period, e.g. that the Tax Credit Investor is expected to exit, and the QLICI B loans will be forgiven and no longer secured by the property
- Approval from the applicable C-PACE program administrator;
- PACE term cannot exceed the estimated useful life of PACE measures;
- Execution of Greenworks’ standard documentation;
- Documents as Greenworks may require in its sole discretion;

⁴ Total financed amount is an estimated figure and equals Project Cost + Greenworks Fees + Transaction Costs + Program Fees – Deposit + Capitalized Interest.

⁵ If, after your final C-PACE disbursement request, your disbursement requests total less than 85% of the Project Cost, an unused line fee will be charged, equaling 5% of the value of the funds not drawn.



Term Sheet

Transaction Costs

Greenworks will pass through all third-party costs incurred in underwriting and closing this assessment and include in the total financed amount. These may include: an appraisal, environmental site assessment, third party technical review, title search, legal opinion, court searches and lien filing fees. All deposits are non-refundable. If the C-PACE financing with Greenworks does not close for any reason, the Borrower agrees to promptly reimburse Greenworks for third-party costs incurred in excess of any deposits paid to Greenworks. For third party costs exceeding \$2,500, Greenworks reserves the right to request additional funds prior to continuing diligence.

Disclosure of Information

Borrower acknowledges that we may share their information with Greenworks' partners, service providers, future lien holders, etc. at Greenworks sole discretion, assuming there is a Non-Disclosure Agreement (NDA) in place. Greenworks reserves the right to sell or assign the assessment in its sole discretion.

Termination

Borrower can terminate this Term Sheet at any time for any reason by providing written notice to Greenworks, provided Greenworks will retain the Deposit. Greenworks can terminate this Term Sheet at any time for any reason by providing written notice to the Borrower.

Limitation of Liability

Notwithstanding anything to the contrary contained in this Term Sheet, the aggregate liability of Greenworks arising from this Term Sheet shall not exceed the fees received pursuant to this Term Sheet except for claims which arise or result from fraudulent or unlawful acts, or willful misconduct.

Exclusivity

Borrower shall work on an exclusive basis with Greenworks as it relates to financing the Project with PACE financing unless or until (i) Greenworks terminates this Term Sheet, or (ii) Greenworks is not able to meet the terms provided in this Term Sheet. This paragraph shall survive the termination of this Term Sheet for a period of one year.

Non-Binding

Except as otherwise expressly stated herein, this Term Sheet does not constitute or create, and shall not be deemed to constitute or create, any legally binding or enforceable obligation on the part of Greenworks and should not be construed as a binding commitment to provide any type of financing to the Project or the Borrower.

In Closing

This Term Sheet does not purport to summarize all provisions which would be contained in definitive legal documentation for contemplated investments. The summary of terms and conditions contained herein is subject to documents satisfactory to Greenworks, at its sole discretion.

We look forward to working with you to finance your C-PACE project. This transaction is important to Greenworks and we are prepared to move quickly to make your project a reality.

Sincerely,
Greenworks Lending LLC

By: Alexandra Cooley
Title: Chief Operating Officer

REVIEWED & ACCEPTED:

Signature: _____
Printed Name: _____
Title: _____

Coversheet

Pre-K Collaborative Letter of Intent

Section: III. Governance
Item: A. Pre-K Collaborative Letter of Intent
Purpose: Vote
Submitted by:
Related Material: Pre-K Letter of Intent 20-21.pdf

October 28, 2019

United Inner City Services

Attn: _____

RE: Letter of Intent 2020-2021 Academic School Year

Dear _____;

The undersigned Crossroads Charter Schools, a Missouri non-profit corporation (hereinafter, the “Company”). The purpose of this letter (“Letter of Intent”) is to confirm the Company’s desire to participate in the Kansas City Pre-K Cooperative for the 2020-2021 academic school year and to summarize the mutual intent of the Company and United Inner City Services, a Missouri non-profit corporation (“UICS”) regarding the terms and conditions of Company’s participation in the cooperative.

This Letter of Intent is subject, in all respects, to the terms, covenants, and conditions of a mutually acceptable definitive, written agreement to be entered into among and between Company and UICS, including, but not limited to a Memorandum of Understanding, as well as any other agreements, documents or instruments reasonably requested by either Company or UICS (collectively, the “Definitive Agreement”). The parties hereto agree and acknowledge that the Definitive Agreement will contain other terms, conditions, representations, warranties, and covenants customary or advisable for a transaction of this type which has not yet been negotiated.

Except as otherwise expressly set forth herein, each party hereto hereby acknowledges that (i) this Letter of Intent shall not be binding for any purpose other than to establish a framework for the preparation of the Definitive Agreement; and (ii) no party hereto gains any right or incurs any obligation with respect to any other party.

The parties hereby acknowledge that Company is a Missouri public charter school, and UICS specializes in, among other things, providing pre-kindergarten education services in partnership with public charter schools for a pre-determined number of students (collectively, the “Services”). Based on the information currently known to Company and UICS, it is proposed that the Definitive Agreement include the following terms:

1. The company will grant UICS the exclusive right to perform the Services on behalf of pre-kindergarten students of the Company for the 2020-2021 academic school year.



2. The company shall provide the Services for up to twenty (20) pre-kindergarten students of Company for the 2020-2021 academic school year.

3. UICS engage certified instructors to deploy the Services and otherwise manage the implementation of the Services to students of Company subject to the terms and conditions of the Definitive Agreement.

4. In consideration for UICS’ performance of the Services on Company’s behalf, Company shall remit payment to UICS in the amount of five percent (5%) of the reimbursement rate for daily student attendance as calculated by the Missouri Department of Elementary and Secondary Education pursuant to its ADA reimbursement calculations.

Upon the execution of this Letter of Intent, the parties hereto agree to proceed in good faith to negotiate and deliver the Definitive Agreement in a form to be executed on or before May 1, 2020.

If the terms and conditions of a Definitive Agreement have been correctly set forth herein, UICS shall confirm the terms of this Letter of Intent by signing and returning the enclosed copy of this letter to Company on or before November 30, 2019.

Very Truly Yours,

Crossroads Charter Schools

By: _____
Dean Johnson, Executive Director

This Letter of Intent is accepted and agreed to as of the ___ day of _____, 202_.

UICS

United Inner City Services

By: _____
Name/Title: _____



Coversheet

Updated Board Committees

Section: III. Governance
Item: B. Updated Board Committees
Purpose: Vote
Submitted by:
Related Material: CCS- Mission Enhancement.pdf
CCS-Governance.pdf
CCS- Academic Excellence.pdf
CCS-Finance and Facilities.pdf

Crossroads Charter Schools

Mission Enhancement Committee Role Description

General Purpose

The Mission Enhancement Committee is commissioned by and responsible to the Board of Directors to assume the primary responsibility for raising philanthropic funds to support the organization's mission.

Appointments and Composition

- Appointments of the Chair and the members of the Board Mission Enhancement Committee shall be made annually by the Chair of the Board with the advice and consent of the Board in accordance with the Bylaws.
- The Chair of this committee shall be a member of the Board of Directors.
- Additional committee members may be appointed and need not be members of the Board of Directors.

Responsibilities

- Develop annual and multi-year fundraising plans that will generate the funds needed to meet the non-public funding goals.
- Coordinate the implementation of the fundraising plan with fundraising efforts by senior staff, parents and other volunteers.
- Support staff in developing the necessary sub-committee systems to successfully carry out the fundraising events and activities that are part of the annual fundraising plan.
- Develop a plan to engage all members of the Board of Directors in the philanthropic resource development activities of the organization.
- Arrange for Board training on mission enhancement issues, as needed.
- Create specific, measurable board-level goals for the year as part of the full board planning process.
- Report to the Board of Directors at regular meetings of the Board in a manner determined by the Board.
- Annually evaluate its work as a committee and the objectives it has committed itself to and report on the same to the Board of Directors.

October 2019

Crossroads Charter Schools

Governance Committee Role Description

General Purpose

The Governance Committee is commissioned by and responsible to the Board of Directors to assume the primary responsibility for recruiting, nominating and orienting new members to the Board, ensuring the Board receives training on an annual basis appropriate to fulfill its responsibilities and conducting an annual evaluation of the Board in accordance with Crossroads' bylaws, policies and practices. The Governance Committee ensures that all other committees commissioned by and responsible to the Board are considering Diversity and Inclusion as they meet their goals.

Appointments and Composition

- Appointments of the Chair and other Governance Committee members shall be made annually by the Chair of the Board with the advice and consent of the Board in accordance with the Bylaws.
- The Chair of the Governance Committee shall be a member of the Board of Directors.
- Committee members need not be members of the Board of Directors.

Responsibilities

- Analyze the skills and experience needed on the Board.
- Create a short term and long-term board recruitment strategy.
- Work with the Board Chair and Executive Director on board officer succession plans.
- Recruit and review nominees to serve on the Board of Directors and present these nominees for consideration by the full Board of Directors at the Annual Meeting in accordance with the selection/election procedures outlined in the bylaws.
- Develop and review annually the procedures for Board recruitment.
- Develop an orientation and training plan for new Directors.
- Assist in the planning of an annual Board retreat and other strategy sessions as needed.
- Work with the Executive Director (ED) and Chief Operating Officer (COO) to develop and revise a Board Member Handbook outlining the responsibilities of the Board and Board members and other relevant information.
- Work with the ED and COO to regularly review Board Policies and update as needed
- Work with ED, COO and Chief Academic Officer to plan and implement training for the Board of Directors as needed to fulfill its responsibilities
- Create specific measurable annual board-level goals for consideration by the Board
- Regularly evaluate board meeting effectiveness and recommend improvements
- Annually coordinate an evaluation of the full board and individual trustees.
- Ensure that each Board Committee has measurable Diversity and Inclusion goals
- Report to the Board of Directors at regular meetings of the Board
- Annually evaluate its work as a committee and the objectives it has committed itself to and report on the same to the Board of Trustees.

October 2019

Crossroads Charter Schools

Academic Excellence Committee Role Description

General Purpose

The Academic Excellence Committee is commissioned by and responsible to the Board of Trustees. It has the responsibility of working with the CAO to ensure that the full board and the CAO have a shared vision of academic excellence; that all Trustees understand the academic promises in the charter and accountability plan and educate the full board on the proper oversight of the academic program.

Appointments and Composition

- Appointments of the Chair and the members of the Board Academic Excellence Committee shall be made annually by the Chair of the Board with the advice and consent of the Board in accordance with the Bylaws.
- The Chair of this committee shall be a member of the Board of Directors.
- The Executive Director (ED) and Chief Academic Officer (CAO) shall be members of the Academic Excellence Committee
- Additional committee members may be appointed and need not be Board members.

Responsibilities

- Develop with the ED and CAO annual and multi-year academic outcomes, outputs and indicators that support the goals established in Crossroads' charter and strategic plan
- Work with the ED and CAO to measure the stated academic outcomes and outputs using the stated indicators as the core metrics
- Provide a report on the academic outcomes, outputs and indicators to the Board of Directors on a quarterly basis, or as needed
- Develop with the ED and CAO annual and multi-year outcomes, outputs and indicators for student attendance, student and staff retention and family and staff satisfaction
- Work with the ED and CAO to measure the stated outcomes and outputs for student attendance, student and staff retention and family and staff satisfaction using the stated indicators
- Provide a report on the student attendance, student and staff retention, and family and staff satisfaction outcomes, outputs and indicators to the Board of Directors on a bi-annual basis, or as needed.
- Represent the Crossroads' Board of Directors in student discipline hearings, IEP reviews, parent grievances and/or other matters where the Board Policies and school practices indicate that such representation is needed to effectively address a matter
- Arrange for Board training on Academic Excellence, as needed.
- Report to the Board of Directors at regular meetings of the Board in a manner determined by the Board.
- Annually evaluate its work as a committee and the objectives it has committed itself to and report on the same to the Board of Directors

October 2019

Crossroads Charter Schools

Finance and Facilities Committee Role Description

General Purpose

The Finance and Facilities Committee is commissioned by and responsible to the Board of Directors. It is responsible for working with the Executive Director (ED) and the Chief Operating Officer (COO) to create the upcoming fiscal year budget; present budget recommendations to the Board; monitor implementation of the approved budget and recommend proposed budget revisions; recommend to the Board appropriate policies for managing Crossroads assets; monitor facilities and recommend improvements to the board.

Appointments and Composition

- The members of the Finance and Facilities Committee shall be the Treasurer of the Board, who shall serve as the Chair, the Board Chair, who shall serve as an ex-officio member, together with other Directors appointed by the Chair with the advice and consent of the Board in accordance with the bylaws.
- Both the CEO and the COO will be members of the Finance Committee.
- Additional committee members may be appointed and need not be members of the Board of Directors.

Responsibilities

- Prepare a draft annual budget for Crossroads in collaboration with the ED and COO for presentation to the Board of Directors.
- Also, in collaboration with the ED and COO, develop and annually revise a five-year financial pro forma and develop long-range financial plans based on that pro forma.
- Arrange for an annual audit to be provided to the Board of Directors.
- Review monthly financial statements and variances from budget, and recommend action to the Board, as appropriate.
- Create measurable organizational-level financial goals for consideration by the Board.
- Develop and implement a board-level training program to ensure that all Directors can be effective stewards of Crossroads' financial resources.
- Report to the Board of Directors at regular meetings of the Board.
- Annually evaluate its work as a committee and the objectives it has committed itself to and report on the same to the Board of Directors.
- In collaboration with the CEO and COO, develop and annually revise a 5 year facilities improvement plan.
- Review and recommend to the Board purchase and financing of new facilities.

October 2019

Coversheet

New Board Member Nominations

Section: III. Governance
Item: C. New Board Member Nominations
Purpose: Vote
Submitted by:
Related Material: CHRIS BENNER BIO.pdf
Phyllis Williams Resume 7.8.19.pdf

CHRIS BENNER BIO

Chris joined DST Systems, Inc. (now a subsidiary of SS&C Technologies) in 2006 on the corporate finance team. He is currently the Chief Administrative Officer and Vice President of Financial Planning & Analysis (FP&A) for DST. Chris is responsible for overseeing certain business and operations activities, FP&A, procurement, and several DST corporate policy activities. Throughout his career, he has developed skills in strategic finance, financial analysis and modeling, mergers and acquisitions, leading teams, executive compensation planning, problem solving, and process improvement. Chris is a member of the senior leadership team of DST (\$2.3 billion in revenue) and a member of the SS&C operating committee (top 50 associates).

Prior to SS&C, Chris worked at Ford Motor Company in a variety of operational and corporate finance roles in both Kansas City, Missouri and Dearborn, Michigan. He participated in a finance rotation program within the manufacturing and product development divisions.

Chris has an undergraduate degree from Truman State University, where he majored in finance. He also holds an MBA from the University of Michigan, with a concentration in finance and strategy.

Since 2014, Chris has served on the board of the Folly Theater. In 2015, Chris helped launch a new annual winter concert fundraising event called the Folly Frolic. From 2015-2017, he was co-chair of the event and helped the organization raise over \$160,000. Currently, Chris serves on the Folly Development Committee.

Phyllis Williams

330 Park Ave, Kansas City, MO 64124 | 573-268-2604 | williamsphyllis3@gmail.com

Summary

Results-oriented manager talented in relationship building, real estate finance, performance analysis and process improvement.

Education

MASTERS IN EDUCATION | SPRING 2017 | ROCKHURST UNIVERSITY

- Specialty: Educational Studies
- Capstone: School Integration – Uniting at Southwest Proposal

BACHELORS OF ARTS | SPRING 2009 | UNIVERSITY OF MISSOURI

- Major: History & Sociology
- Minor: Business
- Distinctions: Earned honors and multicultural certificates. Selected for membership into three of Missouri's senior honorary societies. Recognized as a top ten most influential student. Awarded “Mizzou 39” a distinction for the top 39 seniors at the university.

Experience

ASSOCIATE DIRECTOR | EPR PROPERTIES | AUGUST 2015 - CURRENT

- Responsibilities include (1) originating and structuring new transactions, (2) evaluating new and existing education facility investments and operators across a range of underwriting metrics and dimensions and (3) approving construction draws.

DIRECTOR | TEACH FOR AMERICA | JULY 2012 – AUGUST 2015

- Managed all external education partnerships; including four early childhood education centers, three district partners, fifteen charter schools and two university partners. Managed team of two and \$20,000 general operating budget.

TEACHER | KANSAS CITY MISSOURI SCHOOL DISTRICT | SEPTEMBER 2009 – JULY 2012

- Taught at three local Kansas City elementary and middle schools. Led the third-grade team that achieved the highest growth scores building wide. Member of the district professional learning committee and routinely led professional development seminars on performance monitoring and data analysis.

Board Service

- United Inner City Services – St Mark
- Win4KC
- Westport Events Management Committee
- Teach for America’s Alumni Leadership Council

Coversheet

SchoolAppKC

Section: IV. Education Excellence
Item: A. SchoolAppKC
Purpose: FYI
Submitted by:
Related Material: Doc Oct 14, 2019, 13_12.pdf



GRANTOR: School Smart KC, Inc.
GRANTEE: Crossroads Charter Schools
CONTACT: Dean Johnson
TOTAL AMOUNT: \$5,000
PROJECT DATES: November 30, 2019 – May 30, 2020
GRANT PURPOSE: As defined in Exhibit A (Scope of Work/Project Description)

GRANT TERMS

1. **Use of Grant Funds.** You may use the grant funds only for the purposes in Exhibit A. All uses of the grant funds must be consistent with religious, charitable, scientific, literary, or educational purposes within the meaning of the Internal Revenue Code, as amended. In addition:
 - All grant funds are required to be used for direct project/program expenses. Any portion used for indirect, allocated, or overhead expenses will be reviewed and approved on a grant-by-grant basis.
 - You acknowledge that the Grantor has not earmarked the grant funds or any portion thereof for distribution to any individual other than as compensation for services rendered in furtherance of the grant.
2. **Grant Payments and Reports.** Grant funds will be paid on signature of this Grant Agreement. Grantee will provide a single page report by the end date of the grant describing its use of grant funds.
3. **Exempt Organization Status.** You certify that the Internal Revenue Service has determined you are:
 - a tax-exempt organization under Section 501(c)(3) of the Code and;
 - “not a private grantmaking foundation” or;
 - a “non-functionally integrated Type III supporting organization” within the meaning of Code Section 509(a), or;
 - a state or a political subdivision thereof within the meaning of Code Section 170(c)(1), or a state college or university within the meaning of Code Section 511(a)(2)(B) (referred to hereafter as a “Public Charity”).

You will immediately inform Grantor of any change in or challenge to your status as a Public Charity.
4. **Lobbying or Political Activities.** None of the funds provided by the Grantor may be used for lobbying or political activities.
5. **Grant Termination.** Grantor, at its sole option and discretion, may terminate the grant at any time if: (i) your tax-exempt status changes, (ii) you become unable to carry out the purposes of the grant, (iii) you fail to comply with any of the conditions of the grant, (iv) Grantor is not satisfied with the quality of work or progress toward achieving the purpose of the grant, or (v) Grantor believes that you cannot satisfactorily complete the purpose of the grant within the identified timeline.

If for any reason the grant is terminated or expires, you will provide a full accounting of the receipt and disbursement of funds and expenditures incurred under the grant as of the effective date of termination. You will return any grant funds that are not yet expended as permitted by this Grant (funds that have been irrevocably committed to pay to a third party under a non-cancellable agreement may be retained and paid to the third party in fulfillment of your obligations under such agreement). Such non-cancellable agreements should be avoided whenever reasonably possible.

6. **Intellectual Property.** Any reports, articles, working papers, conference proceedings, data, programs, modules, manuals, curricula, books, television shows, radio shows, web site, software (including both source code and object code) or other work product created by you, or on your behalf, in furtherance of the purposes of this grant (the "Work Product") will remain your property. You will ensure that, to the best of your knowledge, the Work Product does not infringe on or violate the rights of others, including intellectual property and privacy rights, or any law or regulation. You will also ensure that all such Work Product is original with you, owned by you, or that you otherwise have the rights to provide the license set forth below.
7. **Quality Assurance.** Grantee agrees to cooperate with the Grantor's efforts to assess quality of work done and progress toward achieving the purpose of grant, including possible on-site visits. Grantee will also maintain records of receipts and expenditures and shall make all books and records and supporting documentation related to this grant available to Grantor or its representative at reasonable times and for a period of at least 3 years following the end of the grant period.
8. **Confidentiality.** Grantor agrees to maintain the confidentiality of all information obtained from Grantee ("Confidential Information") that it receives or learns of in connection with this Agreement. Such information shall include, but not be limited to, information related to candidates, candidate hiring process and decision making for staff, as well all financial information, information obtained in response to any surveys or questionnaires, correspondence, and program development or other internal program information. Grantor agrees to take reasonable measures to preserve the confidentiality of information. This Paragraph shall survive termination of this Agreement.
9. **Publicity and Acknowledgement of Support.** If requested, you agree to cooperate with the Grantor on publicity related to the grant. No public referencing of Grantor's support is required and Grantee shall seek approval of any publicity or public statements regarding its support prior to public distribution.
10. **No Agency.** Nothing herein shall be construed to constitute an agency relationship between the parties, and Grantor nor Grantee shall become bound by any representation, act, or omission of the other not contained in this Agreement or its subsequent amendment. Both Grantor and Grantee are separate and distinct entities with independent boards that shall remain ultimately responsible for the management and governance of their respective organizations. Except as otherwise provided herein, each entity remains solely responsible and liable for its respective claims, debts, obligations, and liabilities.
11. **Amendments; No Waiver.** This document contains the complete understanding of the Grantor and Grantee regarding this grant, and the document's terms and conditions may not be changed except by written agreement signed by an authorized representative of both the Grantor and Grantee. Grantor's failure to enforce any of the provisions of this document shall not be deemed a waiver of such provision(s) or of any prior or subsequent breach.
12. **Conflict Resolution.** All disputes arising out of or in connection with this Agreement and its attachments that cannot be resolved privately between the parties shall be finally settled under the Rules of Arbitration of the American Arbitration Association by one or more arbitrators appointed in accordance with said Rules. The parties understand that these methods shall be the sole remedy for any controversy or claim arising out of this Agreement and expressly waive their right to file a lawsuit or claim against one another for such disputes, except (1) to enforce an arbitration decision, or (2) in the event of actual or threatened violation of the provisions hereunder related to intellectual property, to obtain a temporary restraining order or other injunctive relief to compel compliance with or prevent

breach of such provisions, or to prevent or minimize irreparable harm to Grantor. All actions submitted to arbitration shall be brought within 12 months of occurrence or discovery, or shall be forever waived.

13. **Governing Law.** This Agreement will be governed by the laws of the State of Missouri, United States of America.

The foregoing conditions are hereby accepted and agreed to as of the date indicated.

CROSSROADS CHARTER SCHOOLS

By: Dean Johnson
(Signature of Authorized Official)

Name: Dean Johnson

Title: Executive Director

Date: 10-14-19

School Smart KC, Inc.

By: _____
(Signature of Authorized Official)

Name: Awais Sufi

Title: President & CEO

Date: _____

EXHIBIT A - Scope of Work/Project Description



SchoolAppKC is designed to streamline the charter school application process for families in the Kansas City Public School boundaries. Our school is participating in SchoolAppKC because we believe in making education accessible to all families.

- We want to make the application process as stress-free as possible for families.
- As a charter school, we recognize that the formerly fragmented system of enrollment is difficult for families to navigate, and especially challenging for families with the fewest resources. We partnered with SchoolAppKC to make the public-school application process as easy as possible for all Kansas City families.
- A collaborative charter-sector application system has benefits for our school or LEA. Our participation in an area-wide charter application system will include a common timeline to which all participating charter schools will adhere.
- This makes the application process easier for Kansas City families and allows us to better prepare for the school year.

School Agreement/Scope of Work

Our school agrees to use SchoolSmartKC's marketing grant to recruit students and promote awareness about our school in the 2019-2020 school year. Furthermore, our school agrees to use the SchoolAppKC portal, participate in the Governance Council meetings, and follow protocols as outlined in the SchoolAppKC MOU and agreed upon by the Governance Council.

As a condition of this grant, upon the grant's conclusion, grantee school shall provide a bulleted summary (maximum of one page) of a) activities undertaken with grant support; b) areas of strength of SchoolAppKC; and c) areas for improvement of SchoolAppKC.

Funds will be disbursed on or before October 31, 2019, if all required items for payment have been received by October 15.