



Crossroads Charter Schools

December Board Meeting

Date and Time

Monday December 16, 2019 at 5:00 PM CST

Agenda

I. Opening Items

Opening Items

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

II. Closed Session

- A. Pursuant to RSMo.610.021(1)

III. Finance

Finance

- A. Approve Minutes
 - Approve minutes for November Board Meeting on November 25, 2019
- B. November Financials
- C. November Check Register

- D.** Update on Funding Equity

IV. Governance

- A.** Board Committee Structure and Officers

V. Facilities

Facilities

- A.** Central Street HVAC and CPA Lighting Updates
- B.** Updated Gym Cost Estimates and Drawings

VI. Closing Items

- A.** Adjourn Meeting
- B.** February Town Hall Meeting

Coversheet

Approve Minutes

Section: III. Finance
Item: A. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for November Board Meeting on November 25, 2019

APPROVED



Crossroads Charter Schools

Minutes

November Board Meeting

Date and Time

Monday November 25, 2019 at 5:00 PM

Location

816 Broadway Blvd. Kansas City, MO

Trustees Present

B. Sweetman, C. Benner, D. Charity, D. Yoder, G. Valdovino, J. Williams, L. Weekly, R. Moore

Trustees Absent

P. Hardwick, R. Cattelino

Trustees who arrived after the meeting opened

L. Weekly

Guests Present

C. Hughley, D. Johnson, R. Uptergrove, T. McDowell

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 Nov 25, 2019 at 5:05 PM.

C. Recognition of New Board Members

Beth Sweetman welcomes Chris Benner to the Board. Phyllis had a last-minute conflict and will join us next month!

D. Approve Minutes

G. Valdovino made a motion to approve minutes from the October Board Meeting on 10-28-19 October Board Meeting on 10-28-19.

D. Yoder seconded the motion.

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

II. Finance

A. October Financials

Courtney Hughley focused on the Annotated Financial report.

A decrease in transportation, due to sharing routes within our schools.

Salary adjustments with staff who received advanced degrees.

Beth Sweetman questioned is there a better way to track or be prepared for staff who are receiving advanced degrees.

Overall forecasting \$169,000 ahead for the year.

Another check will happen mid-year to ensure all forecasted expenses are on point.

B. October Check Register

Richard Moore completed a random check register check, found no discrepancies.

D. Charity made a motion to Approve.

G. Valdovino seconded the motion.

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

C. Financial Audit

Richard Moore discussed the audit. Overall the audit appeared to be a great evaluation.

Courtney Hughley will prepare a response on items that we need to address from the audit and have the Finance Committee review. Once approved by the finance committee the Board would like to see.

Daniel Yoder - Is fundraising expenses captured anywhere in the audit?

These items will be included in salaries, supplies, and services.

Cash Flow Statement - a shift from indirect reporting to direct, recommends this process for Crossroads with the cash flow statement.

This could be something we request and inquire about. To have both indirect and direct reports.

L. Weekly arrived.

D. Charity made a motion to approve.

J. Williams seconded the motion.

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

III. Educational Excellence

A. KCPS Funding Gap MOU

Dean Johnson provided an update on funding inequity.

MOU with KCPS has been reviewed by KCPS and MCPSA attorney's and this is the final draft. The intention of this MOU is to help get local dollars to Charter Schools. KCPS has asked this to be reviewed and signed by December so that their Board can review.

B. Sweetman made a motion to approve.

D. Yoder seconded the motion.

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

IV. Governance

A. Board Committee Structure and Descriptions

Beth Sweetman discussed the committee descriptions and asked the Board to review and approve descriptions.

Due to the Board member's terms ending, we are needing to fill Officer roles for the Board.

Beth Sweetman will be resigning as she is moving out of state. She will remain on the Board for the remainder of her term (6-months) however, Ron Cattelino will take her place as Board President for the remainder of her term if Board approves.

The goal for tonight: Approve committee descriptions, approve Ron as President from January through July.

Open positions: Treasurer, Vice President, and Secretary. Board will send Beth their requests by December 9th, if interested in stepping up on a role.

D. Yoder made a motion to approve the description of committees.

C. Benner seconded the motion.

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

D. Charity made a motion to approve Ron Cattelino as Board Interim President from January 2020 through July 2020.

J. Williams seconded the motion.

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

V. Facilities

A. Entegrity GMP and Financing

Richard Moore discussed the financing for the Entegrity finance program for Crossroads Preparatory Academy, 816 Broadway Blvd. Commerce Bank did not recommend this form of financing for energy improvements at this building. Therefore, the Entegrity energy improvements will not happen at CPA. However, we are still considering these improvements at Central Street and Quality Hill.

Nothing to vote on tonight.

VI. Operations

A. New Position Approval

Courtney Hughley has asked the Board to approve a new position that was not included in the original budget for the 2019-2020 school year. Crossroads is low on Administrative staff compared to most Charter Schools. An Operations Administrative Assistant - manage day to day communications, the weekly newsletter, and social media as well as assisting with orders and invoices.

Conditionally approve this position, based on the outcomes of the KCPS decision on the funding inequity MOU. No need to VOTE.

VII. Closing Items

A. Adjourn Meeting

R. Moore made a motion to adjourn the meeting.

C. Benner 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 6:30 PM.

Respectfully Submitted,

R. Uptergrove

Coversheet

November Financials

Section: III. Finance
Item: B. November Financials
Purpose: Discuss
Submitted by:
Related Material: CCS - Monthly Presentation - November 2019.pdf



November 2019 Financials

PREPARED **DECEMBER 2019** BY

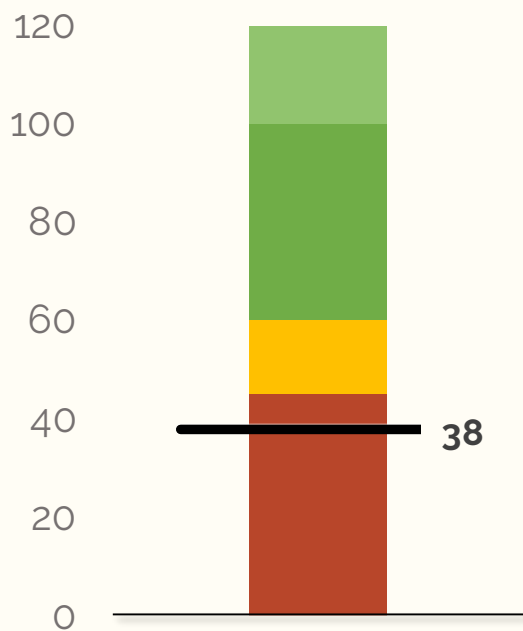


- **Key Performance Indicators**
- **Forecast Overview**
- **Cash Forecast**
- **Forecast History**
- **Appendix: Financials**

Key Performance Indicators

Days of Cash

Cash balance at year-end divided by average daily expenses

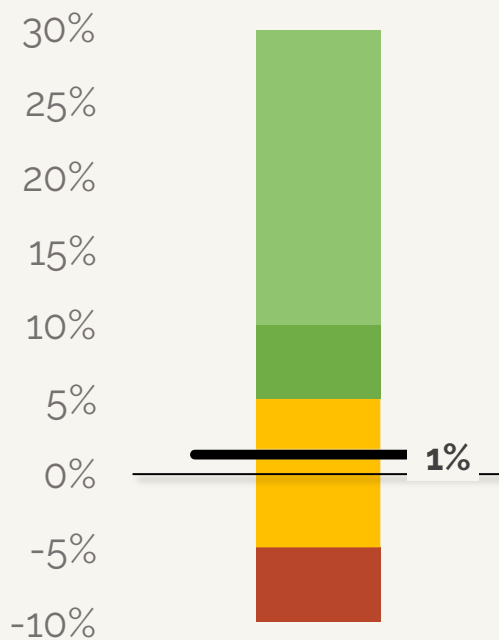


38 DAYS OF CASH AT YEAR'S END

The school will end the year with 38 days of cash. This is below the recommended 60 days, and 1 more day(s) than last month

Gross Margin

Revenue less expenses, divided by revenue



1% GROSS MARGIN

The forecasted net income is \$202k, which is \$45k above the budget. It yields a 1% gross margin.

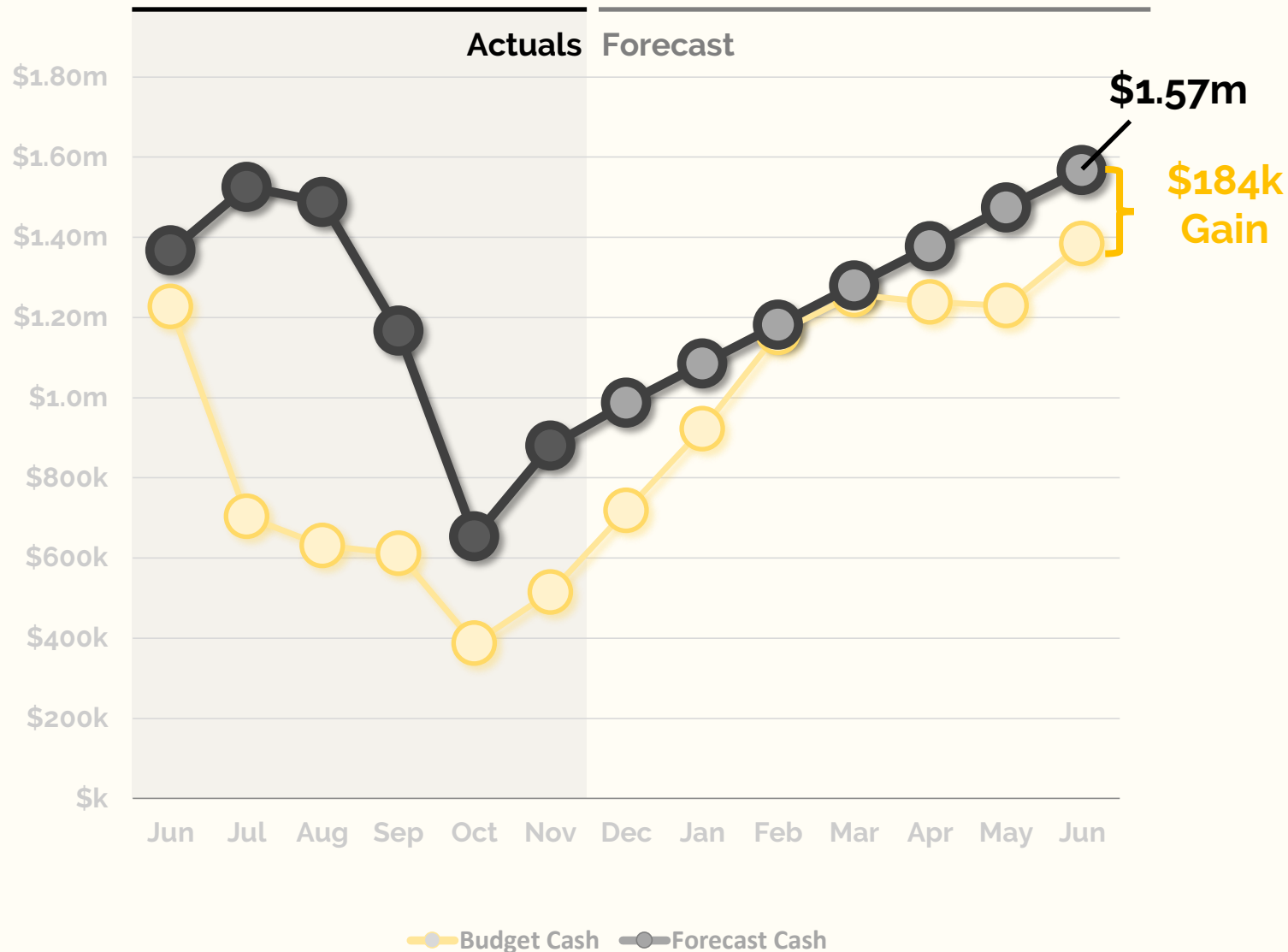
Forecast Overview

	Forecast	Budget	Variance	Variance Graphic	Comments
Revenue	\$15m	\$14m	\$1m		Driven by YTD adjustments to projected capital, fundraising and State Revenue. This month state adjusted Fed Title to final allocation .
Expenses	\$15m	\$14m	-\$956k		Driven by Capital expense projection included in forecast and transportation adjusted
Net Income	\$202k	\$156k	\$45k		
Cash Flow Adjustments	-708.38	0	-708.38		
Change in Cash	\$201k	\$156k	\$45k		


Cash Flow Forecast

38 Days of Cash at year's end

We forecast the school's year ending cash balance as **\$1.57m**, **\$184k** 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, adjusted state WADA...
Oct	37	-1	ADJ ADA and Facilities expense
 Nov	38	1	Adjusted local and state revenue
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	1,404,574	776,080	628,494	3,976,214	2,643,447	1,332,767	2,571,640
State Revenue	4,333,604	4,153,769	179,835	10,551,751	10,878,837	(327,086)	6,218,147
Federal Revenue	187,327	220,798	(33,471)	702,380	706,737	(4,357)	515,053
Total Revenue	5,925,505	5,150,647	774,858	15,230,345	14,229,021	1,001,324 ①	9,304,840
Expenses							
Salaries	2,457,437	2,491,823	34,386	6,041,416	5,980,375	(61,042)	3,583,980
Benefits and Taxes	732,580	771,328	38,748	1,821,822	1,851,186	29,364	1,089,243
Staff-Related Costs	28,320	54,583	26,263	131,000	131,000	(0)	102,680
Rent	239,728	235,794	(3,934)	565,905	565,905	0	326,177
Occupancy Service	534,074	486,538	(47,536)	1,185,345	1,167,692	(17,653)	651,271
Student Expense, Direct	962,181	1,038,391	76,210	2,504,131	2,492,138	(11,992)	1,541,950
Student Expense, Indirect	87,216	120,417	33,201	290,132	289,000	(1,132)	202,916
Office & Business Expense	334,121	303,413	(30,707)	728,192	728,192	0	394,071
Transportation	165,510	271,752	106,242	780,205	652,205	(128,000)	614,695
Total Ordinary Expenses	5,541,165	5,774,039	232,874	14,048,148	13,857,693	(190,455)	8,506,983
Net Operating Income	384,340	(623,392)	1,007,732	1,182,197	371,328	810,869	797,857
Extraordinary Expenses							
Interest and Capital Expenses	866,642	89,583	(777,059)	980,540	215,000	(765,540)	113,898
Total Extraordinary Expenses	866,642	89,583	(777,059)	980,540	215,000	(765,540)	113,898
Total Expenses	6,407,806	5,863,622	(544,184)	15,028,688	14,072,693	(955,995) ②	8,620,882
Net Income	(482,301)	(712,975)	230,674	201,657	156,328	45,329 ③	683,958
Cash Flow Adjustments	(4,372)	-	(4,372)	(708)	-	(708) ④	3,664
Change in Cash	(486,674)	(712,975)	226,301	200,949	156,328	44,621 ⑤	687,622

① REVENUE: \$1M AHEAD

Local Revenue Forecast Variance:

- Capital revenue of \$675k, not budgeted
- 1.96 mil operational fundraising, an increase of \$400k
- Charter School Equity funds \$280k, not budgeted
- Reduced rental by \$30k

State/Fed Variance:

- Reduced DESE Basic formula to reflect ADA and FRL.
- Adjusted final Federal Title allocation

② EXPENSES: \$956K BEHIND

- Salaries and benefits adjusted to positions and insurance elections.
- Occupancy services adjust utility and janitorial expense
- Student expense adjusted due to timing of FY19 expense and additional software.
- Transportation, add one bus
- Extraordinary Expenses include \$765k capital expense in forecast

③ NET INCOME: \$45K ahead

④ CASH ADJ: \$1K BEHIND

⑤ NET CHANGE IN CASH: \$45K AHEAD

	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	169,978	468,935	367,377	367,377	367,377	367,377	367,377	367,377	367,377	3,976,214
State Revenue	640,128	868,578	1,100,747	883,136	841,015	888,307	888,307	888,307	888,307	888,307	888,307	888,307	10,551,751
Federal Revenue	4,889	0	0	113,318	69,121	73,579	73,579	73,579	73,579	73,579	73,579	73,579	702,380
Total Revenue	1,095,821	1,051,011	1,233,170	1,166,432	1,379,070	1,329,263	1,329,263	1,329,263	1,329,263	1,329,263	1,329,263	1,329,263	15,230,345
Expenses													
Salaries	440,012	480,259	509,587	531,586	495,993	504,602	512,634	512,634	512,634	512,634	512,634	516,209	6,041,416
Benefits and Taxes	133,738	147,012	148,478	153,782	149,569	154,160	155,678	155,678	155,678	155,678	155,678	156,692	1,821,822
Staff-Related Costs	9,575	3,561	10,287	4,205	691	14,669	14,669	14,669	14,669	14,669	14,669	14,669	131,000
Rent	38,757	61,162	37,492	71,104	31,214	46,597	46,597	46,597	46,597	46,597	46,597	46,597	565,905
Occupancy Service	91,372	100,314	174,546	106,748	61,093	93,039	93,039	93,039	93,039	93,039	93,039	93,039	1,185,345
Student Expense, Direct	121,935	67,823	164,997	393,784	213,642	220,279	220,279	220,279	220,279	220,279	220,279	220,279	2,504,131
Student Expense, Indirect	0	172	30,875	35,592	20,576	28,988	28,988	28,988	28,988	28,988	28,988	28,988	290,132
Office & Business Expense	100,905	54,029	54,021	82,183	42,982	56,296	56,296	56,296	56,296	56,296	56,296	56,296	728,192
Transportation	7,979	2,976	69,560	76,924	8,071	87,814	87,814	87,814	87,814	87,814	87,814	87,814	780,205
Interest	28,475	108,554	368,468	222,409	138,737	0	0	0	0	0	0	0	866,642
Total Ordinary Expenses	972,749	1,025,861	1,568,312	1,678,316	1,162,568	1,206,443	1,215,992	1,215,992	1,215,992	1,215,992	1,215,992	1,220,581	14,914,790
Total Expenses	972,749	1,025,861	1,568,312	1,678,316	1,162,568	1,206,443	1,215,992	1,215,992	1,215,992	1,215,992	1,215,992	1,220,581	14,914,790
Net Income	123,073	25,150	-335,142	-511,884	216,502	122,820	113,271	113,271	113,271	113,271	113,271	108,682	315,555
Cash Flow Adjustments	35,763	-62,509	13,527	-1,113	9,960	523	523	523	523	523	523	523	-708
Change in Cash	158,836	-37,359	-321,615	-512,997	226,462	123,344	113,794	113,794	113,794	113,794	113,794	109,205	314,847

	<i>Previous Year End</i>	<i>Current</i>
	<i>6/30/2019</i>	<i>11/30/2019</i>
Assets		
Current Assets		
Intercompany Transfers	0	0
Cash	1,366,542	879,868
Accounts Receivable	0	708
Total Current Assets	1,366,542	880,576
Total Assets	1,366,542	880,576
Liabilities and Equity		
Liabilities		
Current Liabilities		
Other Current Liabilities	-29,264	-32,928
Total Current Liabilities	-29,264	-32,928
Total Long-Term Liabilities	0	0
Total Liabilities	-29,264	-32,928
Equity		
Unrestricted Net Assets	1,395,804	1,395,804
Net Income	0	-482,301
Total Equity	1,395,804	913,502



QUESTIONS?

Please contact your EdOps Finance Specialist:

Paul Greenwood

paul@ed-ops.com

415-359-3995

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Coversheet

November Check Register

Section: III. Finance
Item: C. November Check Register
Purpose: Vote
Submitted by:
Related Material: CheckRegisterbyType (6).pdf

Crossroads Charter Schools
12/10/2019 11:43 AM

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>	
1603920	11/01/2019	X			COMMERCE	COMMERCE BANK	3,261.61	
1603921	11/01/2019	X			CAKCESTAT	CROSSROADS REAL ESTATE COMPANY	27,899.00	
1603926	11/25/2019	X			ATT	AT&T	3,103.19	
1603927	11/05/2019	X			BCBS	BLUE CROSS AND BLUE SHELDF OF KANSAS CITY	58,630.06	
1603928	11/30/2019	X			UNUM	UNUM LIFE INSURANCE COMPANY OF AMERICA	3,189.33	
1603929	11/30/2019	X			HVH	HISTORIC VIRGINIA HOTEL, LLC	0.00	
1603931	11/21/2019	X			HARTFORD	THE HARTFORD INSURANCE COMPANY	1,516.21	
1603932	11/25/2019	X			HANOVER	THE HANOVER INSURANCE CO	7,377.90	
1603933	11/14/2019	X			GOOGLEF	GOOGLE FIBER	130.00	
1603934	11/30/2019	X			PAYLOCITY	PAYLOCITY	2,968.40	
1603935	11/30/2019	X			EVERGY	EVERGY	4,548.80	
1603936	11/30/2019	X			KCWATER	KCMO WATER SERVICES DEPARTMENT	0.00	
1603943	11/14/2019	X			BENEFLEX	BENEFLEX	1,234.85	
1603944	11/01/2019	X			COMMERCE	COMMERCE BANK	107,950.02	
Checking Account ID: 1					Void Total:	0.00	Total without Voids:	221,809.37
Check Type Total:		Automatic Payment			Void Total:	0.00	Total without Voids:	221,809.37

Payee Type: Vendor		Check Type: Check			Checking Account ID: 1		
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73507729	11/06/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	279.00
73507730	11/06/2019	X			SIEMERSGRE	GRETCHEN SIEMERS	138.62
73507731	11/06/2019	X			STRASSER	STRASSER TRUE VALUE	58.32
73507732	11/06/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	186.00
73507733	11/06/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	93.00
73507734	11/06/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	186.00
73507735	11/06/2019	X			BUSIMPACT	BUSINESS IMPACT GROUP	3,112.25
73507736	11/06/2019	X			MARIADIC	MARIA DICKSON	225.00
73507737	11/06/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	868.00
73507738	11/06/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	868.00
73507739	11/06/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	558.00
73507740	11/06/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	116.25
73507741	11/06/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	203.44
73507742	11/06/2019	X			MCREALTY	MC REALTY GROUP, LLC	5,000.00
73507743	11/06/2019	X			NFTM	NATIONAL FRONTIER TRAILS MUSEUM	110.00
73507744	11/06/2019	X			KCMAVERICK	KC MAVERICKS	440.00
73507745	11/06/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	868.00
73507746	11/06/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	46.50
73507747	11/06/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	124.00
73507748	11/06/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	418.50
73507749	11/06/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	744.00
73507750	11/06/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	744.00
73507751	11/06/2019	X			EDMUNDS	EDMINUDS & ASSOCIATES	159.77
73507752	11/06/2019	X			KCWATER	KCMO WATER SERVICES DEPARTMENT	588.50
73507753	11/06/2019	X			KCWATER	KCMO WATER SERVICES DEPARTMENT	40.63
73507754	11/06/2019	X			KCWATER	KCMO WATER SERVICES DEPARTMENT	738.59
73507755	11/06/2019	X			KCWATER	KCMO WATER SERVICES DEPARTMENT	46.37
73507756	11/06/2019	X			KCWATER	KCMO WATER SERVICES DEPARTMENT	15.47
73507757	11/06/2019	X			CENTERRESP	CENTER FOR RESPONSIVE SCHOOLS	229.00
73507758	11/06/2019	X			MOHUM	MISSOURI HUMANITIES COUNCIL	100.00
73507759	11/06/2019	X			SPIRE	SPIRE	157.31
73507760	11/06/2019	X			CENTERRESP	CENTER FOR RESPONSIVE SCHOOLS	229.00
73507761	11/06/2019	X			KCWATER	KCMO WATER SERVICES DEPARTMENT	7.70
73507762	11/06/2019	X			KCWATER	KCMO WATER SERVICES DEPARTMENT	0.50
73507763	11/06/2019	X			BOARD	BOARD OF POLICE COMMISSIONERS	56.00
73508001	11/06/2019	X			SMITHEREEN	SMITHEREEN PEST MANAGEMENT	50.00
73508002	11/06/2019	X			GRAINGER	GRAINGER	25.02
73508003	11/06/2019	X			SMITHEREEN	SMITHEREEN PEST MANAGEMENT	50.00

Crossroads Charter Schools
12/10/2019 11:43 AM

Check Register by Type

Page: 2
User ID: PAUL

Payee Type: Vendor		Check Type: Check			Checking Account ID: 1		
Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Check Amount
73508004	11/06/2019	X			CONCENTRA	CONCENTRA	61.50
73508005	11/06/2019	X			CONCENTRA	CONCENTRA	61.50
73508226	11/06/2019	X			FOLLY	FOLLY THEATER BUSINESS OFFICE	496.80
73508227	11/06/2019	X			KCPS	KANSAS CITY PUBLIC SCHOOLS	125.00
73508228	11/06/2019	X			MEDELLIN	Medellin Landscaping & Gardening	924.50
73508415	11/06/2019	X			THORD	TYLER HORD	20.00
73508416	11/06/2019	X			WHEACAT	CATHERINE WHEATLEY	23.97
73508417	11/06/2019	X			DATAMAX	DATAMAX, INC	66.00
73508418	11/06/2019	X			ATRONIC	ATRONIC ALARMS INC	108.00
73508419	11/06/2019	X			ATRONIC	ATRONIC ALARMS INC	108.00
73508420	11/06/2019	X			SCHMDEN	DENISE SCHMIDT	183.28
73508421	11/06/2019	X			MARIRAMOS	MARINA CARRIZOSA RAMOS	330.00
73508422	11/06/2019	X			ATRONIC	ATRONIC ALARMS INC	600.00
73508423	11/06/2019	X			PAYPOOL	PAYPOOL	1,155.50
73508424	11/06/2019	X			DONALD	DONALD E MAXWELL, LLC	3,050.00
73508425	11/06/2019	X			MIDCON	MID-CON MANAGEMENT LLC	3,315.00
73508426	11/06/2019	X			EDOPS	EdOps	10,250.00
73508427	11/06/2019	X			KELLY	KELLY SERVICES, INC	3,555.83
73537521	11/15/2019	X			SWOPE	SWOPE CORRIDOR RENAISSANCE/UPPER ROOM, INC.	76,025.76
73537522	11/15/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	186.00
73537523	11/15/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	930.00
73537524	11/15/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	93.00
73537525	11/15/2019	X			FLEXIBLEDU	FLEXIBLE EDUCATORS	1,085.00
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73538093	11/15/2019	X			LEXINGTON	LEXINGTON PLUMBING & HEATING CO INC	1,523.00
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73538609	11/15/2019	X			TURNER	TURNER CONSTRUCTION	20,136.54

Crossroads Charter Schools
12/10/2019 11:43 AM

Check Register by Type

Page: 3
User ID: PAUL

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73609709	11/26/2019	X			OTIS	OTIS ELEVATOR	112.79
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73609714	11/26/2019	X			PROGRESSIV	PROGRESSIVE ELECTRONICS, INC.	182.50
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73609942	11/26/2019	X			AMERDINING	AMERICAN FOOD & VENDING CORP	2,044.25
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Coversheet

Update on Funding Equity

Section: III. Finance
Item: D. Update on Funding Equity
Purpose: FYI
Submitted by:
Related Material: Crossroads Charter Schools Funding Agreement.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 **Crossroads Charter Schools** ("Charter School"), a Missouri non-profit corporation, whose administrative offices are located at 1011 Central Street, Kansas City, Missouri 64105.

RECITALS

WHEREAS, KCPS acknowledges that DESE has estimated for school year 2019-20 that the amount of state aid owed to KCPS is not adequate to cover the payments due to Kansas City local charter schools. KCPS further acknowledges that, as a result, DESE takes the position that it will be unable to pay the full amount of state aid to charter schools on a monthly basis;

WHEREAS, in order to correct the shortfall of state aid to the Kansas City local charter schools, KCPS desires to correct these shortfalls by directly making three (3) incremental payments during the 2020 fiscal year to Charter School based on local aid received by KCPS;

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;

WHEREAS, KCPS will only use such information for the purposes of calculating the local aid payment and shall be prohibited from using such information for marketing and advertising purposes; 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 DESE's current calculation which creates the shortfall of aid to the charter schools, KCPS will bridge the gap and directly pay Charter School local aid funds to bring the total amount paid to charter schools up to the amount contemplated by the state aid formula. The calculation of the gap and payment shall be based on the formula in section 160.415.4, RSMo and as per the calculation currently followed by DESE. The first payment 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, KCPS will remit payment to Charter School

for the months of July through December 2019 for the estimated shortfall of aid calculated under the framework of section 1.1. That payment will be calculated using the following factors:

1.2.1 Determining the Total WADA. Determination of Total WADA for KCPS plus 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, KCPS will remit payment to charter schools for the months of January through April 2020 for the estimated shortfall of state aid payments by DESE. That payment will be calculated using the following factors:

1.3.1 Determining the Total WADA. Determination of Total WADA for KCPS plus 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 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, KCPS will remit payment to charter schools for the months of May and June 2020 for the shortfall of state aid reimbursement by DESE. That payment will be calculated using the following factors:

1.4.1 Determining the Total WADA. Determination of Total WADA for KCPS plus 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:** Once the Total WADA for Installment Number 3 has been determined as set forth in section 1.3.1 above, the specific Installment Number 3 payment due to Charter School will be calculated based on the adjusted estimated local revenue per WADA for 2019-20 as defined, multiplied by the WADA for Charter School as calculated by the four factors outlined in 1.4.1.

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 by KCPS but repayment shall be no later than December 30, 2020. KCPS reserves the right to review final WADA in November 2020 and make final billings to or payments to charters.

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 **December 31, 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 RIGHT TO INJUNCTIVE RELIEF

Charter School acknowledges that the terms of this Agreement are reasonably necessary to protect the legitimate interests of KCPS, are reasonable in scope and duration, and are not unduly restrictive. Charter School acknowledges that a breach of any of the terms 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. Charter School acknowledges that an award of damages to KCPS 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.

KCPS acknowledges that the terms of this Agreement are reasonably necessary to protect the legitimate interests of the Charter School, are reasonable in scope and duration, and are not unduly restrictive. KCPS acknowledges that a breach of any of the terms of this Agreement will render irreparable harm to the Charter School, and that a remedy at law for breach of the Agreement is inadequate, and that the Charter School 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. KCPS acknowledges that an award of damages to the Charter 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 5
INDEMNIFICATION**

KCPS and Charter School hereby agree and consent to engage in good faith discussions and negotiations of 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. KCPS shall defend, hold harmless, and indemnify the Charter School, 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 the Charter School 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. No language in this agreement shall be construed as a waiver of sovereign immunity by either party beyond the legislative expression in Missouri statutes, including but not limited to 537.600, RSMo.

**ARTICLE 6
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 **Dean Johnson**
Address **1011 Central Street**
Kansas City MO, **64105**

Telephone: (816) 550-4370, (816) 221-2600
Facsimile: (816) 221-2601

ARTICLE 7 GENERAL PROVISIONS

- 7.1 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.
- 7.2. 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.
- 7.3 Executed Agreement.** This Agreement will not become effective until 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.
- 7.4 Amendments.** The Agreement may be altered, amended, changed, or modified only by agreement in writing executed by an authorized representative from both parties.
- 7.5 Assignment.** No party may assign this agreement without the prior written consent of the other party.
- 7.6 No Waiver.** Failure by KCPS to enforce any of the provisions of this Agreement or to require compliance with any of its terms shall in no way affect the validity of this Agreement and shall not be deemed a waiver of the right of KCPS thereafter to enforce any such provision.
- 7.7 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 Charter School or KCPS in the Agreement. Nothing in this Agreement, whether express or implied, is intended to create any rights or remedies of any third-party beneficiary.
- 7.8 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.

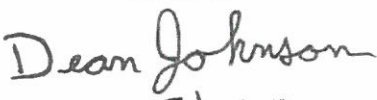
[SIGNATURES APPEAR ON THE NEXT PAGE]

KANSAS CITY PUBLIC SCHOOLS

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

Date: 12-11-19

CHARTER SCHOOL NAME

By: 
Name: Dean Johnson
Title: Executive Director

Date: 11-26-19

Coversheet

Updated Gym Cost Estimates and Drawings

Section: V. Facilities
Item: B. Updated Gym Cost Estimates and Drawings
Purpose: FYI
Submitted by:
Related Material: CCS YMCA Partnership Considerations 102919.pdf
Crossroads Gym 13 Dec 2019.pdf
Crossroads Community Center Preliminary Budget 19.12.13.pdf

Crossroads Charter Schools & YMCA of Greater Kansas City
Memorandum of Understanding / Partnership Considerations
10/29/19

- Crossroads Charter Schools (the “School”) prepares and inspires students to build a better tomorrow by providing an academically rigorous K-12 education in a creative, collaborative, community-focused environment.
- The YMCA of Greater Kansas City (the “YMCA”) has provided continuous service to the greater Kansas City community for more than 150 years in the area of youth development, healthy living, and social responsibility and is committed to strengthening the foundations of the community by working closely with community leaders, program and member participants and key volunteers.
- The School and the YMCA deem it to be in their best interests to explore a Partnership and cooperate in the development and operations of programs, services and facilities as a part of the School’s mission and the strategic plan of the YMCA.
- The School and YMCA intend to share responsibilities reasonably and in good faith with a mutual intent to promote the general public welfare through development and operation of programs, services and facilities, and the School and the YMCA consider it appropriate to memorialize certain preliminary expectations and understandings to better assure the possibility of success.

In consideration of the Partnership, the School and YMCA (the “Parties”) state and undertake the following:

I. Master Planning Considerations

- a. The Parties will assess community needs and through various methods including a market demand study, focus groups and other means of community input.
- b. The Parties will establish a Program Leadership Team for the purpose of providing qualified recommendations on the scope of the Partnership including program and service recommendations.
 - i. **Program Plans** - After a review of the market demand study and focus group information to determine community needs, the Parties develop program plans for the Partnership.
 - ii. **Marketing Plans** - The Parties will develop marketing plans for the programs and services and provide the personnel for the implementation of those plans. This will entail developing the key elements of the marketing message and the method for distributing the information to garner awareness of the programs.

II. Operational and Management Considerations. If the Partnership is implemented, it is presently contemplated that:

- a. The YMCA would grant the School the right to use facility amenities based on the interest and needs of the School. The School would agree to operate said programs during normal operating hours of the YMCA.
- b. The School would grant the YMCA the right to use School amenities based upon the interest and needs of the YMCA. The YMCA would have access after normal School operating hours.
- c. The Parties agree to meet every three months to determine written schedules for the usage of the YMCA and School amenities. The Parties agree to assess direct costs for the usage of each other facilities to ensure an equitably shared expense model. If the costs associated are not equitable, either Party may receive compensation for usage.
- d. The Parties would maintain appropriate general public liability insurance and worker's compensation coverage at all facilities, naming each other as a co-insured.
- e. The Parties agree to each indemnify, defend and hold harmless the other against and from all liability for claims, damages, costs, losses, and expenses resulting from, arising out of, or in any way connected with negligent or intentional acts or omissions of the indemnifying party, its employees, agents or invitees in connection with their use of the respective facilities.
- f. The School and the YMCA would develop the proper documents for a multi-year agreement with renewable options.

III. Purpose. This document is not intended as an agreement by the parties with respect to the Partnership or the planning thereof but only outlines the present intentions of the parties with respect to the Partnership, which intentions are subject to the usual investigation and the preparation of formal agreements in form and substance satisfactory to both the School and the YMCA and their respective legal counsel.

*The remainder of this page is left intentionally blank
Signature page to follow*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

CROSSROAD CHARTER SCHOOLS

Signed _____

Printed _____

Title _____

Date _____

YMCA OF GREATER KANSAS CITY

Signed _____

Printed _____

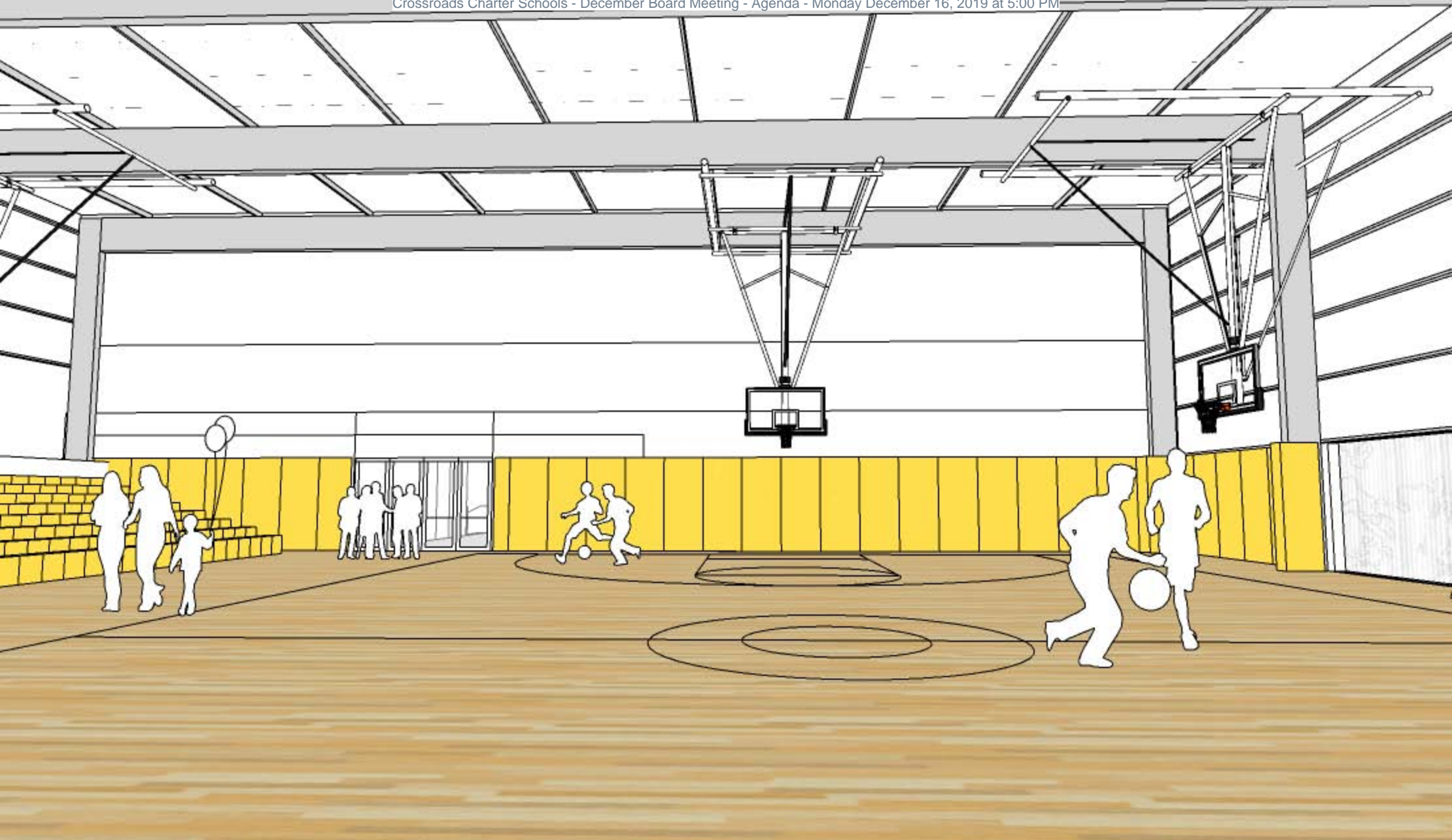
Title _____

Date _____









PRELIMINARY BUDGET				
Project Name:	Crossroads Gym - 9th & Washington			
Date:	December 16, 2019			
NOTES	DESCRIPTION	OPTION A BUDGET	OPTION B BUDGET	OPTION C BUDGET
	<u>LAND ACQUISITION & FINANCING COSTS</u>			
	Land Acquisition	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
	Construction Period Financing Costs	\$ 40,000	\$ 40,000	\$ 40,000
	Total LAND ACQUISITION & FINANCING COSTS	\$ 1,040,000	\$ 1,040,000	\$ 1,040,000
	<u>SOFT/HARD COSTS</u>			
	Design Builder	\$ 8,150,000	\$ 7,536,000	\$ 6,720,000
	Utility Connections	\$ 25,000	\$ 25,000	\$ 25,000
	Geotechnical Engineer	\$ 12,000	\$ 12,000	\$ 12,000
	Special Inspections	\$ 50,000	\$ 50,000	\$ 50,000
	Project Management	\$ 85,000	\$ 85,000	\$ 85,000
	Environmental Consultant (Updated Phase 1, consulting)	\$ 5,000	\$ 5,000	\$ 5,000
	Legal fees	\$ 50,000	\$ 50,000	\$ 50,000
	Total SOFT/HARD COSTS	\$ 8,377,000	\$ 7,763,000	\$ 6,947,000
	<u>FF&E</u>			
	Furniture, misc. sports equipment	\$ 75,000	\$ 75,000	\$ 75,000
	Total FF&E	\$ 75,000	\$ 75,000	\$ 75,000
	<u>OWNER CONTINGENCY</u>	\$ 250,000	\$ 250,000	\$ 250,000
	Total Project Costs	\$ 9,742,000	\$ 9,128,000	\$ 8,312,000
		\$ 1,592,000	\$ 1,592,000	\$ 1,592,000