

MISSOURI STATE BOARD OF EDUCATION AGENDA ITEM:		March 2020	
CONSIDERATION OF CHARTER SCHOOL APPLICATION RENEWAL FOR DELASALLE CENTER CHARTER SCHOOL			
STATUTORY AUTHORITY:			
Sections 160.400 and 160.405, RSMo		<input type="checkbox"/> Consent Item <input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Report Item	
PRIORITY AREA			
Success-Ready Students & Workforce Development			
SUMMARY			
<p>The 1998 session of the Missouri General Assembly authorized establishment of charter schools. Renewal charter applications are submitted every five years. Section 160.405.9, RSMo requires the State Board of Education to vote to renew the charter after the sponsor has demonstrated compliance with state and federal law.</p> <p>The Department of Elementary and Secondary Education (DESE) received a Charter School Renewal Application approved by the Missouri Charter Public School Commission (MCPSC). DeLaSalle Center Charter School currently serves 140 students in grades 9-12. The charter school has requested that MCPSC renew its charter for a term of five years beginning July 1, 2020, and ending June 30, 2025. The sponsor has indicated the charter school is in good standing and requests renewal from the State Board of Education.</p>			
PRESENTERS			
Chris Neale, Assistant Commissioner, Office of Quality Schools; and Robbyn Wahby, Executive Director, Missouri Charter Public School Commission, will assist in the presentation and discussion of this agenda item.			
RECOMMENDATION			
The Department recommends that the State Board of Education authorize DeLaSalle Center Charter School to continue operations pursuant to the charter renewal granted by MCPSC, effective July 1, 2020, for a five-year period, per the contingencies outlined in the performance contract.			



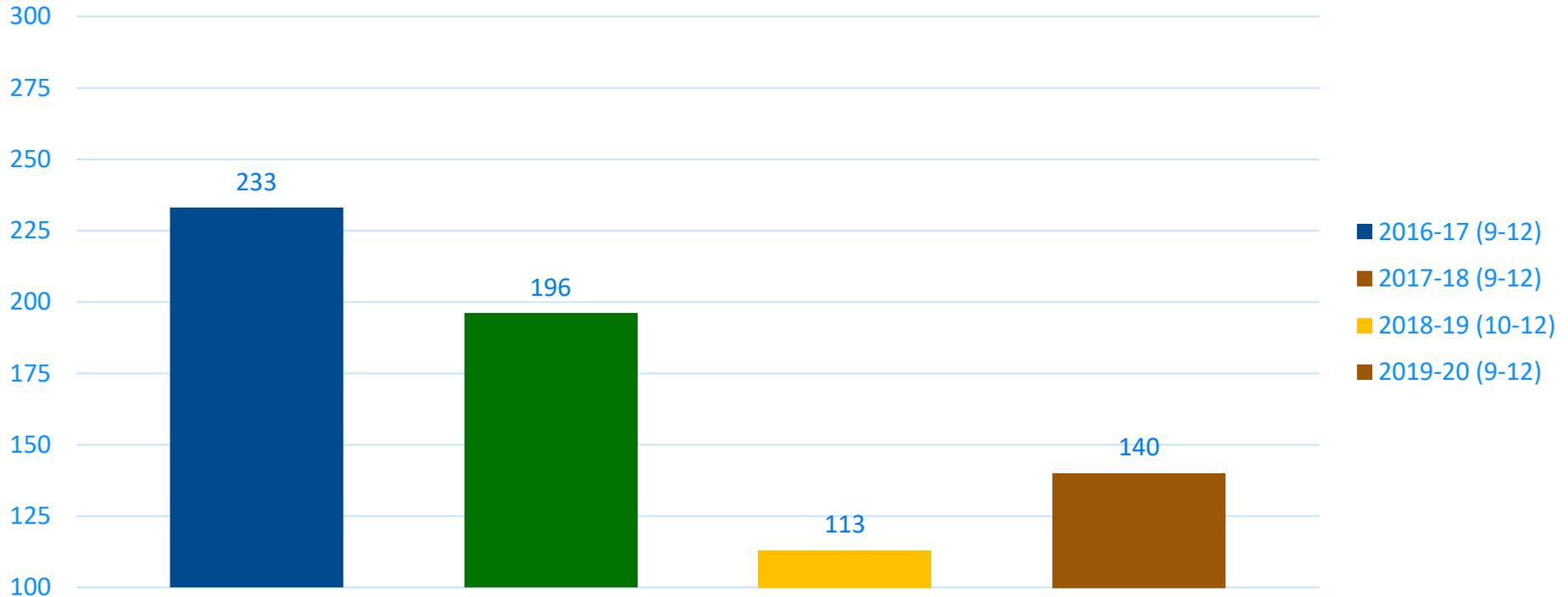
**CONSIDERATION OF
RENEWAL:
DELESALLE CHARTER SCHOOL**

*Missouri Charter Public School
Commission*

- Location: 3737 Troost Ave., Kansas City, MO
- Opened in 2010-2011
- Renewed 2014-2015
- Grades Served: 9-12
- MCPSC Sponsorship began April 2018

Enrollment

DeLaSalle



Demographics

	DeLaSalle Charter School	Kansas City Public Schools (KCPS)	State
Asian	*	4.3	2.1
Black	85.8	55.8	15.7
Hispanic	8.0	27.6	6.7
Indian/Alaskan	*	.2	.4
Multi-Race	*	1.9	4.3
White	5.3	9.6	70.7
LEP	*	24.5	3.9
FRL	CEP**	CEP**	50.0
Special Education	9.7	11.7	13.5

Data as of 2019

* Data suppressed to protect student privacy

** Community Eligibility Provision, meals free regardless of student income

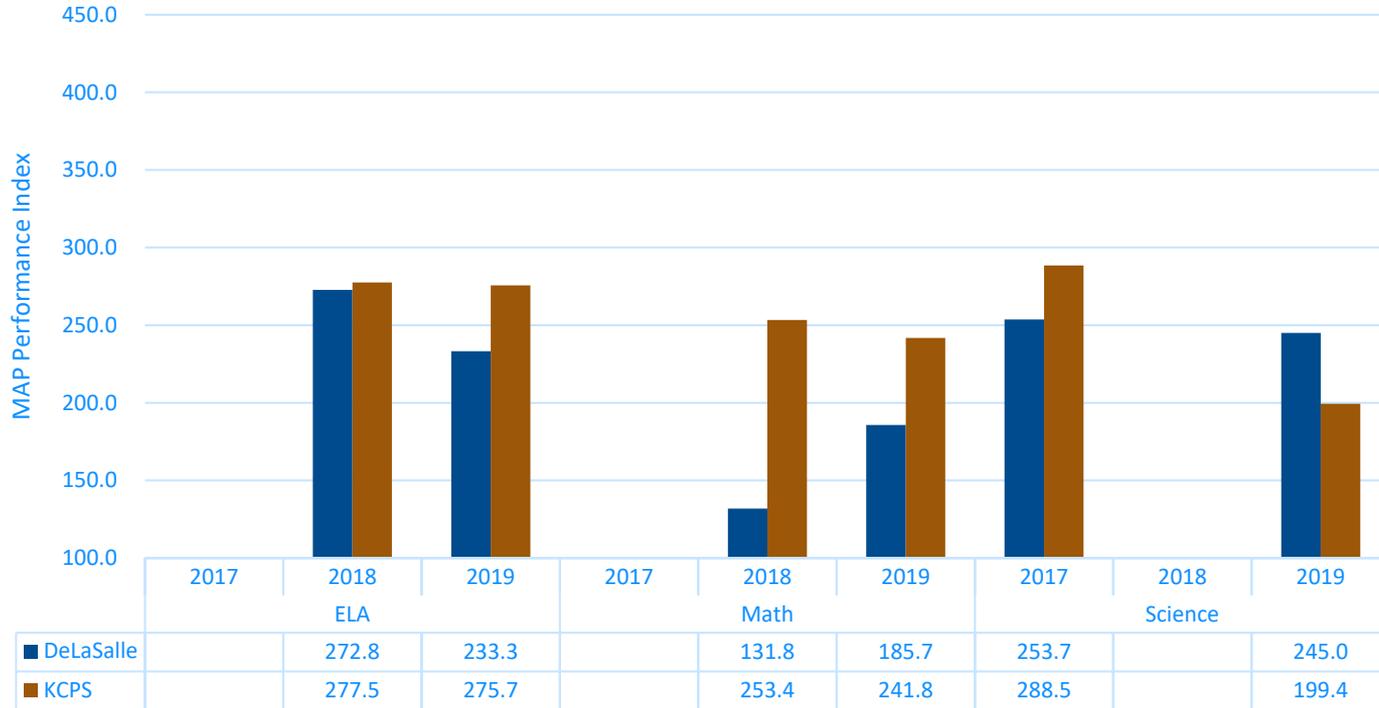
Annual Performance Report

Annual Performance Report	2016	2017	2018	2019
DeLaSalle Charter School	53.2%	40.0%	44.9%	No Request Received
KCPS	70.0%	63.9%	82.9%	64.5%

High Quality Charter School – 85% or greater on APR, 3 out of the last 4 years
Expedited Renewal – 70% or greater on APR, 3 out of the last 4 years

Achievement Data

Grade Span Achievement Comparison



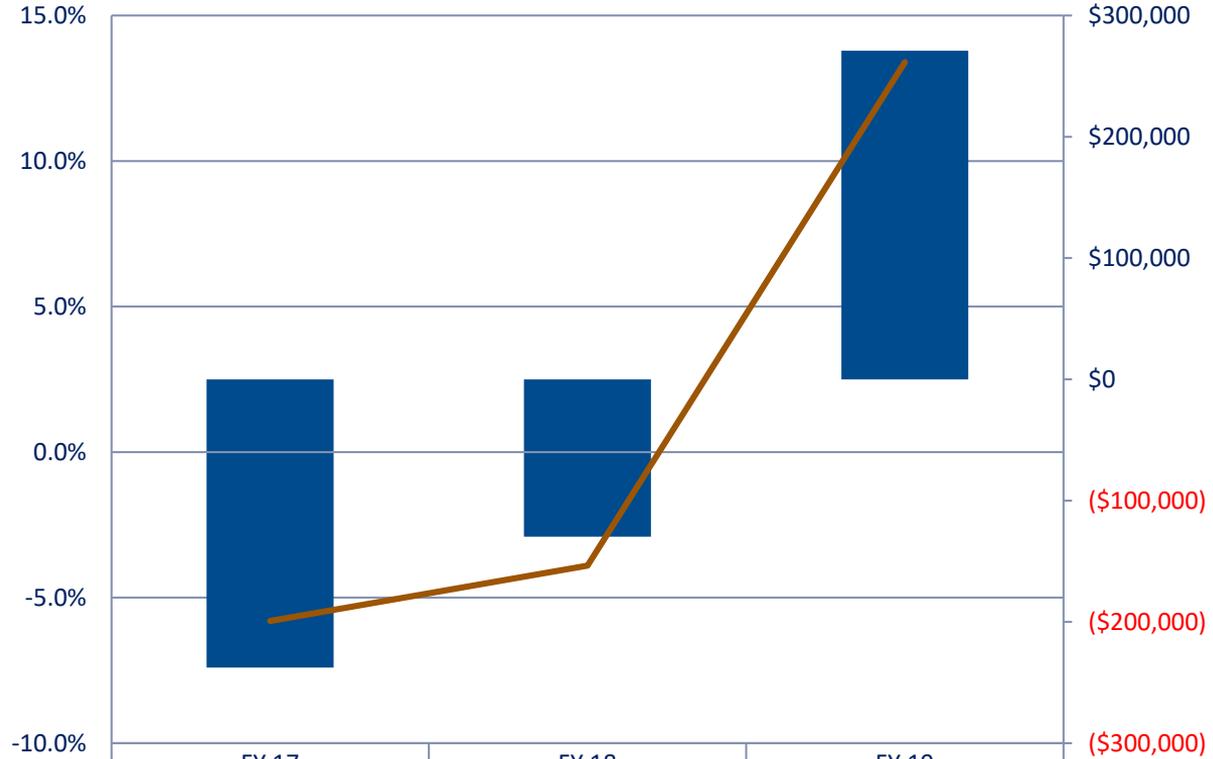
Data represented by MAP Performance Index
Single-year outcomes; not three-year averages

ELA and Math assessments changed between 2017 and 2018. Science assessment changed from 2017 to 2019. Comparisons across changes to be avoided.
2017 English 2 and Algebra I EOCs excluded from accountability calculations

Financial Information

	2017	2018	2019
Operating Expenditures	\$4,078,921	\$3,305,537	\$2,020,330
Philanthropy	\$1,324,613	\$1,703,934	\$1,248,266
Capital Expenditures	\$38,581	-	\$17,028
Expenditure per ADA	\$27,456	\$27,481	
Per Pupil Expenditure			\$18,080

Fund Balances



Operating Fund Balance	(\$237,672)	(\$129,710)	\$270,959
Balance Percentage	-5.8%	-3.9%	13.4%

A sponsor must consider:

- Academic Record
 - ❑ Does the charter's annual performance report equal or exceed the district in which the charter school is located 3 of the last 4 school years by appropriate grade level configuration?
- Fiscal Viability
 - ❑ Is there a positive balance in its operating funds?
 - ❑ Is the combined operating balance three percent or greater?
 - ❑ Do receipts equal or exceed expenditures for the most recently completed fiscal year?
- Compliance
 - ❑ Is the charter is in compliance with its legally binding performance contract and sections 160.400, to 160.425, and 167.349, RSMo.?

Sponsor Performance Contract Analysis

Table 1. Academic Achievement

Measure	Equals or Exceeds District	Annual Minimum Target
English language arts	Does Not Meet	Does Not Meet
Mathematics	Does Not Meet	Does Not Meet

Table 2. MSIP 5

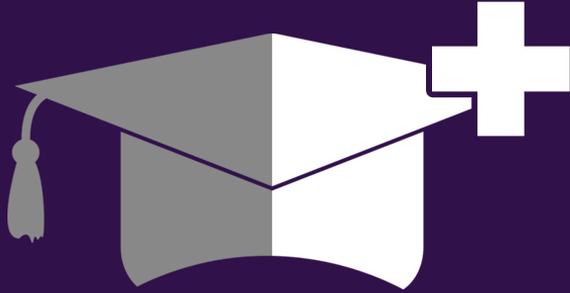
Measure	Annual Minimum Target
Student Attendance	Does Not Meet
Overall APR Score	Does Not Meet

Finance Standards: Meets

Governance Standards: Partially Meets

- Compliance with statute 160.405.9, RSMo
 - ❑ The sponsor has determined that the school is in compliance with statute. A 5-year renewal is allowed.
- Sponsor recommendation
 - ❑ The Missouri Charter Public School Commission, the sponsor, recommends a 5-year renewal.
- DESE recommendation
 - ❑ DESE recommends a 5-year renewal.

DeLaSalle's North Star



**Market Value
Assets**

FOR ALL STUDENTS



College Credit earned while in high school



**Industry Recognized
Credentials**



Career Experiences such as robust internships, job shadowing opportunities, and apprenticeships



**Entrepreneurial
Experiences** with real-world projects tied to job expectations

SUPPORTS FOR EVERY TYPE OF STUDENT



TRADITIONAL STUDENTS



CREDIT RECOVERY



RETURNING STUDENTS

Unique Features of DeLaSalle

- ✓ Freshman Academy
- ✓ Career Exploration
- ✓ Internships
- ✓ Integrated Entrepreneurship Programming & Curriculum
- ✓ Accelerated Credit Recovery
- ✓ Missouri Options Program
- ✓ Supportive & Familial School Culture

Student Success Stories



Meet Xavier

- ✓ Traditional Student
- ✓ Living in Foster Care
- ✓ Founded the School Store as Capstone Project
- ✓ Graduated Last Semester & Working in Construction as a Skilled Trade

Meet William

- ✓ Missouri Options Student
- ✓ On Track Towards Graduation
- ✓ Entered DeLaSalle After Being Incarcerated
Explored Careers in Marketing & Music
- ✓ Recommended for Scholarship at Lincoln University





Missouri Department of Elementary and Secondary Education
 Office of Quality Schools
 PO Box 480, Jefferson City, MO 65102-0480
 Regular Charter School Renewal

School LEA Name	County-District Code
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DIRECTIONS

Completed renewals must be submitted online through the compliance plan. This form is a tool to assist in filling out the online submission. **QUESTIONS:** Contact Charter Schools at 573-522-3651 or e-mail webreplyimprcharter@dese.mo.gov. Visit DESE's website at dese.mo.gov.

SECTION I – ASSURANCES and UPLOADS

Please state 'yes' or 'no' for each assurance. Please explain If an assurance requirement is not met. Comments should be as concise as possible, please include an attachment if further explanation is needed.	Yes	No
1. Upload one page letter from the sponsor requesting renewal that is signed by the Program Director.		
2. Assurance that Core Data/MOSIS is updated with current school name, superintendent/head administrator, and names of buildings(s) and principal(s).		
3. Assurance that Core Data/MOSIS is updated with mailing/physical address and telephone number of the charter school's main office.		
4. Assurance that Core Data/MOSIS is updated with list of the current board members including name, title and years served.		
5. List the education service provider name and address (if applicable).		
6. Assurance that the charter school adheres to the requirements of the applicable state statutes and regulations, the state rules governing the programs, and all other applicable statutes.		
7. Upload the school's mission and briefly present the vision for how the school will continue to operate in the next five years. SEE RENEWAL APPLICATION (RA) PG 4; ANNUAL REPORT PAGE 2		
8. The date of board meeting which the vision and mission were adopted.		
9. Upload or comment any changes or modifications to the school (new management, new theme, change in population, instructional staff). SEE RENEWAL APPLICATION		
10. Upload or comment a concise projection of the school's goals over the next term of the charter. RA PG 21		
11. Upload or comment on other areas that have/will be addressed to improve performance. SEE RA		
12. Assurance that the school's educational program goals and curriculum aligned with state standards.		
13. Upload the organizational chart of the staffing/reporting structure for the board, administration and staff, including teachers and contract employees. RA PG 28		
14. Upload the Articles of Incorporation, bylaws and Missouri not-for-profit status.		
15. Upload the renewal notification letter sent to the school board of the district.		
16. Assurance of professional development/training for all teachers and leaders.		
17. Assurance of requisite insurance coverage for directors/officers, and buildings.		
18. Assurance of board's most recent fingerprints.		
19. Assurance of signed Conflict of Interest disclosure forms.		
20. Assurance of Family Care Safety Registry check.		
21. Assurance of requisite surety bond for school financial officer(s).		
22. The date the board reviewed faculty and staff handbook.		
23. Assurance the board satisfies sunshine law compliance, including: posting agenda, time change notification.		
24. Describe how board agendas and minutes are made available to the public. http://delasallecenter.com/board/		
25. How often the board meets (monthly, semi-monthly)?		
26. How often does the board review policies?		
27. How many hours of board training are required for the board annually?		
28. Assurance that the school uses curriculum guides.		
29. Assurance of an evaluation process of the LEA's leadership (admin, superintendent, principals).		

SECTION I – ASSURANCES, Cont’d.	Yes	No
30. List any sponsor/partnership efforts that help support the charter school(s) in increasing student performance. SEE RENEWAL APPLICATION (RA)	X	
31. Assurance of compliance with any/all federal and state programs' requirements.	x	
32. Upload the existing performance contract that includes timelines and standards for renewal (include procedures and consequences for failure to meet requirements).	X	
33. Upload data on measurements and objectives met (or not) in existing performance contract. SEE RA	x	
34. Upload the performance contract for the next term of charter.	x	
35. If the school is a recipient of a federal Charter School Program grant, the sponsor assures that student performance is the most important factor in the determination of renewal/revocation. If no, please comment.	NA	
36. Comment on goals to address academic performance based on current and projected data. SEE RA PG 21	x	
37. Upload projected budget for the next five years. SEE RA PG 34 & 41	x	
38. Comment or upload any building/facility plan changes anticipated in the next five years.	NA	
39. Comment on plans of expansion of grade levels. SEE RA - SERVING 9-12 & HS OPTIONS	x	
40. Assurance the school board reviews expenditures, low balances in operating funds, compliance with federal/state programs, and staff hiring.	X	
41. Assurance that the school reports outstanding debt as required in Section 37.850.1.	x	
42. Upload a school review process/ form of items that the sponsor addresses annually to ensure LEA is fulfilling its mission of educating children. SPONSOR'S PERFORMANCE FRAMEWORK, ANNUAL REPORT	X	
43. Assurance the charter school understands the procedures for closure & distribution of assets as specified in RSMo160.405.1	X	
44. List the date the charter school was placed on probation or remediation (if applicable). SEE LETTER	x	
45. Upload the reasons why the charter is on probation or has remediation plan (if applicable). SEE LETTER	x	
46. Comment on what contributes to student performance below 70% APR. SEE LETTER	x	
47. Upload intervention strategies currently in place based on analysis of student data (include timeline) RA	x	
48. Upload or comment on what improvements/results have been obtained? SEE RA	x	
49. Upload or comment on what additional steps/strategies are planned? SEE RA	x	

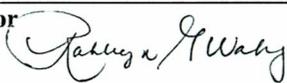
SIGNATURES

Charter schools must submit this application electronically by responding to the following sections in order to renew their charter. The renewal submission must be signed by the Local Education Agency (LEA) authorized representative and the sponsor to ensure information submitted is accurate and in compliance with all statutes.

The authorized representative assures DESE that the charter school, in accordance with Sections 160.400-160.425, RSMo, shall:

1. Receive and expend state/federal funds in a manner consistent with the intent of the approved application.
2. Keep such records for a period of three years and provide such information as may be necessary for the fiscal program auditing and for program evaluation; provide DESE any information it may need to carry out its responsibilities under the program.

The LEA authorized representative understands the assurances and the responsibility for compliance placed upon the applicant. The applicant will refund directly to DESE the amount of any funds made available to the applicant that may be determined by DESE, or an auditor representing DESE, to have been misspent or otherwise misapplied.

Name of LEA Authorized Representative Sean Stalling	LEA Contact Person Phone Number 1-816-561-4445
Signature of LEA Authorized Representative 	Date February 7, 2020
Sponsor Name Robbyn Wahby	Sponsor Contact Phone Number 855-267-7323
Signature of Sponsor 	Date 2/3/20



**Application for Renewal
November 2019**

Respectfully Submitted by:
DeLaSalle Charter High School Board of Trustees
Sean Stalling, Executive Director

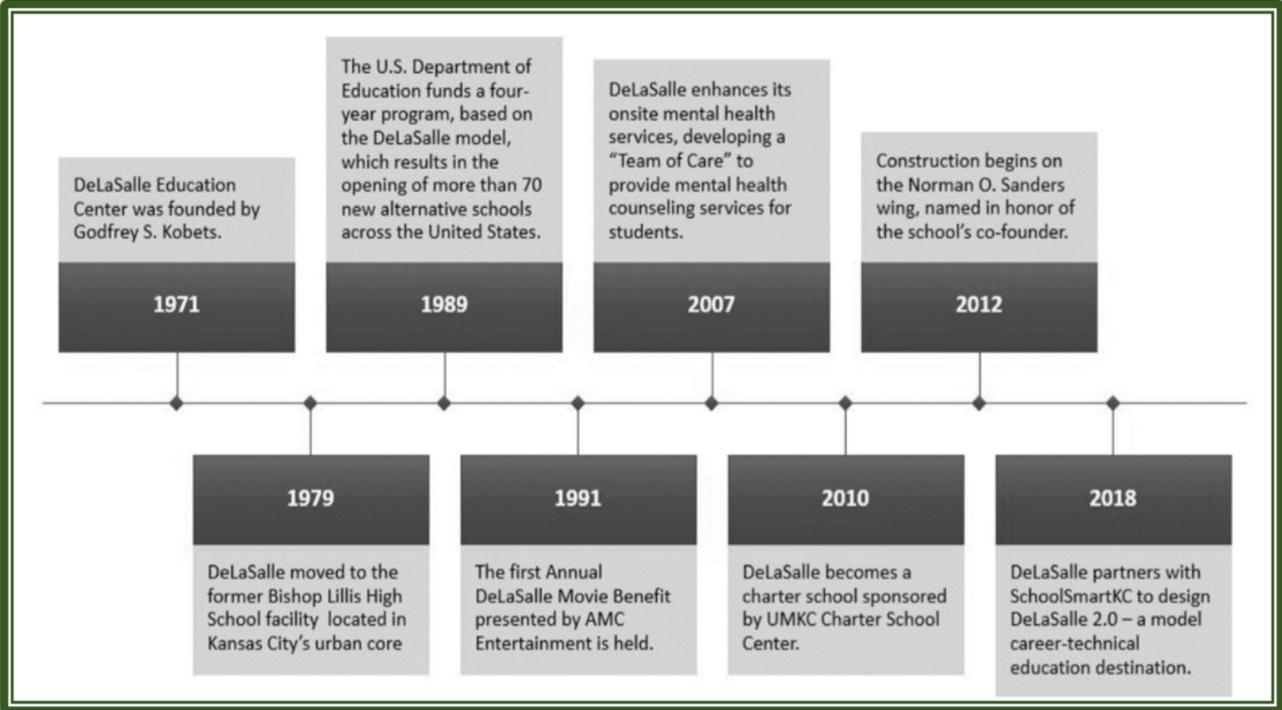
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Introduction

DeLaSalle Charter High School (DeLaSalle) is a beacon in the Kansas City community that has stood the test of time in reconnecting the city’s most at-risk youth to their education and changing their life trajectories. For more than 40 years, the school has sought out students who have failed in traditional settings and addressed significant life barriers – poverty, violence, trauma – through an education focused on individualized academic acceleration, holistic support services, and preparation for life after high school.

DeLaSalle’s rich history and commitment to opportunity youth dates back to the early 1970s. DeLaSalle, founded in 1971, has remained committed to serving over-aged, under-credited youth at risk of not completing high school since its inception. For more than 20 years before opening its doors as a charter school in 2010, DeLaSalle operated as a private school, providing alternative education services to the students of the Kansas City Public Schools District through a contractual relationship. In the 1980s and 1990s, the school served as a national model for replicating alternative schools throughout the country. The emphasis has always been on meeting the needs of the whole child – be it academic preparation, emotional and social support, or assistance with what is next after a high school diploma.



DeLaSalle 2.0 – The Restart

Summer 2017 marked a pivotal point in DeLaSalle’s history. For multiple years, the school struggled with enrollment and attendance, which resulted in required repayments back to the State. This, along with a top-heavy organizational structure for student mental health supports, created a budget crisis and threatened the financial solvency of the school. The school’s unsustainable financial model led to placement on the State’s Financial Watch list and a \$1.5 million deficit. Beyond finances, attendance and performance challenges persisted. Four-year cohort graduation rates hovered around 40 percent, enrollment was declining, and the students enrolled were not coming to school at rates to set them up for success.

Given this reality, many would have considered DeLaSalle on the brink of closure. Closure, however, was not an option, knowing the important role this school plays in the lives of the city’s most at-risk youth. The Board of Trustees recognized that significant changes across all levels of the school – Board, leadership, partners, program design – would be required to prevent the school from closing and to jettison the impact on students’ life prospects. The 2017-18 school year was the year for initial restructuring to stabilize the school financially and operationally. The Board of Trustees brought in an interim Executive Director and EdOps – a reputable firm specializing in the finance, student data, and operations work of leading schools – to support the school in right-setting its budget and financial practices.

The Board of Trustees knew that additional philanthropic funds would be required to turn around the school’s financial picture. A partnership with SchoolSmartKC (SSKC) – a local education nonprofit dedicated to closing the achievement gap in Kansas City public schools – was formed to assist both financially and with turnaround design. SSKC took the lead on conducting significant due diligence to assess potential support options. In March 2018, alongside significant structural changes to help ensure the long-term success of the school, SSKC and counterpart funders began reconstitution efforts. In addition to SchoolSmartKC, revitalization funders included the Ewing Marion Kauffman Foundation, McGowan Charitable Fund, Baum Family Foundation, Oppenstein Brothers Foundation, Curry Family Foundation, Sherman Family Foundation, The Sosland Foundation, United Way of Greater Kansas City, and the Greater Kansas City Community Foundation. Through these efforts, more than a million dollars was raised to prevent a mid-year closure.

SSKC facilitated a transition of the Board of Trustees. By Spring 2018, new Board members were in place with the necessary skill sets, including financial, legal, education, and non-profit expertise. At this time, there was also recognition that a more established authorizer was needed to assist the school with upholding organizational compliance and diligently tracking performance expectations and outcomes. Therefore, the request was made to transfer authorizing oversight from the University of Missouri – Kansas City Charter School Center to the Missouri Charter Public School Commission prior to the 2018-19 school year. With only two years remaining on the existing charter term, DeLaSalle looks forward to its first full five-year term with the Commission following renewal of its charter.

Along with a continued focus on the necessary financial and operational shifts, attention turned to researching and planning the most effective school model to accelerate students’ long-term success, conducting a national search for the next school leader, and stabilizing the school community. SchoolWorks – a nationally recognized educational consulting firm supporting school development and quality – was engaged in May 2018 to support redesign efforts.

Extensive interviews were conducted with all stakeholder groups – students, alumni, families, teachers, administrators, Board members, charter school and Kansas City Public Schools leaders, funders, and others about their hopes for DeLaSalle. The feedback confirmed that DeLaSalle is a much needed

educational option in Kansas City and that students feel supported by multiple adults and appreciate individualized academic and social supports. At the same time, there was acknowledgement that the academic program lacked rigor and that vocational programs were not robust or preparing students for careers. All stakeholders expressed a desire for more career-and-college pathways and more meaningful industry experiences while in high school.

Given this strong interest, particularly from students, in developing a more meaningful program focused on college-and-career pathways, working groups, school visits, and partnerships were undertaken. Members of the redesign team (SSKC, SchoolWorks, and other consultants) engaged with, and visited, cities with best-practice models for career-focused training and strong industry partners, including Indianapolis, St. Louis, Denver, and Washington, D.C. In Kansas City, possible new partners were engaged for career-focused pathways, supports for students' holistic needs, and school partnerships and pipelines.

Advisory Boards related to specific career fields, informed by workforce data, were developed and met throughout the 2018-19 school year to discuss workforce needs, alignment with high school preparation, and program sequencing. The industries of focus included technology and information systems, health sciences, and advanced manufacturing. Dr. Brad MacLaughlin, co-founder of K12 Perform and a retired Superintendent with experience overseeing the development of career and technical education programs, led and facilitated the Advisory Boards that included representatives from aligned industry partners and higher education institutions. For instance, in the health sciences Advisory Board, representatives from the Truman Medical Center, Children's Mercy Hospital, Metropolitan Community College Health Services Department, St. Luke's College of Health Sciences, and Missouri Area Health Education Centers participated.

Along with redesign planning, the 2018-19 school year focused on stabilizing the operations and finances of the school. No new freshmen were enrolled during this year. The school sought to focus on supporting the students already enrolled while EdOps built new financial and operational infrastructure and a budget that would lead to compliance with the Missouri Department of Elementary and Secondary Education. As a result of these efforts, the school anticipates a positive fund balance of approximately \$170,000 in the Fiscal Year 2019 audit with subsequent removal from the State's Financial Watch list. 2018-19 also marked the first time every student who started the year as a twelfth grade student graduated at the end of the year.

The final critical element for shepherding DeLaSalle to achieve its full potential was the right school leader. After a national search with nearly 50 interested candidates and a robust interview process for finalists that included involvement and input from students, Board members, staff, funders, and other constituents, the search committee was confident they found the right school leader in Sean Stalling, who assumed his role as the new Executive Director in July 2019.

With more than 20 years of experience as a teacher, principal, and senior administrator in public and parochial schools in Chicago, Mr. Stalling has been a visionary leader for bringing sustained, positive change to schools across the city. His experience with improving academic performance, reducing budget deficits, and implementing career-readiness initiatives and college-preparatory rigor builds confidence in his ability to bring transformative change to DeLaSalle. For instance, at Holy Angels Catholic School, Mr. Stalling – in over two years – was able to increase enrollment by 133% and reduce their budget deficit by \$200,000. In his role as Chief of Schools for Chicago Public Schools, supervising 17 high schools, Mr. Stalling's freshman students increased their on-track-to-graduation rates from 61% to 83% and scholarships awarded to students increased from \$8.8 M to \$24.9 M in three years. Mr. Stalling and his new leadership team are excited to immerse themselves in their new community during the 2019-20 school year, utilize and build from the thoughtful planning from 2018-19, begin implementation of programming related to the redesign plan, and fully roll-out the turnaround during the next charter term.

DeLaSalle 2.0 – The Plan

DeLaSalle Charter High School is committed to ensuring that every student entering the building feels unconditional support, has a tailored academic and career plan established, and achieves long-term stability and success. To realize this vision, all critical aspects of operating a charter school have been assessed and researched to thoughtfully roll out DeLaSalle 2.0. These critical components are described in greater detail below.

A.1 Mission, Vision, Philosophy, and Goals

Mission and Vision

DeLaSalle’s mission and vision are rooted in an unwavering commitment to every student’s long-term success and pursuit of their ambitions. Through development of an entrepreneurial mindset, career experiences, and an academic program connecting lessons to the real world and focusing on critical thinking and application, students can achieve at high levels and ultimately change their life trajectories. Collectively, the mission and vision affirm that the school will support students to graduation and to a future academic and career path.

The mission and vision statements below succinctly speak to DeLaSalle’s purpose and where the school aims to be in the future.

Mission: To engage its students in education that prepares them for learning, work, and life after high school.

Vision: DeLaSalle Charter High School sees a bright future for all students. This future is connected to successful completion of high school plus a path for success after high school. Every student will graduate with more than a high school diploma. Students will graduate with a plan for the future rooted in academics and careers. We will show success through our core values.

Underlying the mission and vision for building strong community are DeLaSalle’s core values:

- Be curious.
- Be proactive.
- Be professional.
- Be kind.
- Be leaders.

By emulating such values, students are driven to find their path to success while ultimately becoming well-rounded human beings who care about their community and world. These core values are consistently reinforced for students and staff through relationship building, advisory, individual meetings, schoolwide gatherings, professional learning communities, and professional development.

To realize the mission, vision, and core values, DeLaSalle intends to offer a stimulating hands-on education that prepares students for the future while meeting their social and emotional needs and supporting their development as good citizens. The educational environment must be meaningful, relevant, and engaging in which instruction is connected to students’ lives with authentic projects, experiential learning, and portfolios. Beyond the classrooms, students will have access to workforce experiences that lead to confidence in clear plans after high school.

Target Population

DeLaSalle is intent on implementing an academic program like no other in Kansas City. While remaining committed to serving opportunity youth who have historically attended the school, DeLaSalle is also excited to recruit rising high school students from throughout the city to a stimulating community that builds students' entrepreneurial mindsets, exposes them to diverse career experiences, and ultimately supports each student in finding a future path tailored to his/her interests and skills. DeLaSalle plans to fight against the idea that the school is a last resort, alternative school. This change requires a mindset that realizes all youths deserve a robust academic experience and real-world opportunities, paired with adult mentors who do not give up on any child and wraparound supports that help every student stay on track and achieve his/her goals. To transform DeLaSalle, while providing every student with a valuable opportunity, three core groups of students will be served moving forward:

1. Rising ninth grade students who join the Freshman Academy;
2. Traditionally-served students who are off track and in need of credit recovery, a change of environment, or simply another chance; and
3. Students who are over-aged, under-credited, and eligible for programming that gets them to graduation in a non-traditional structure (Missouri Option Program).

Through serving these three groups of students, DeLaSalle will transform itself into a comprehensive high school like no other during the next charter term. By supporting *any* child, regardless of circumstance or credit status, DeLaSalle will move from a last resort, alternative school to a school of choice that can adapt to the individual needs of and foster success for *truly all* kids. Serving *all* students well has not been done in Kansas City; DeLaSalle is intent on changing this reality.

The Freshman Academy

An extensive body of research affirms the critical importance of ninth grade for increasing students' odds of graduating from high school and attaining further academic success. According to the Consortium on School Research at the University of Chicago¹, students who are on-track at the end of ninth grade, based on core course passing and credits, are nearly three times more likely to graduate from high school than students who are off-track. Being on-track is more predictive of graduating high school than all other factors combined, including test scores. Furthermore, Grade Point Averages (GPAs), not American College Test (ACT) scores, are the strongest predictor of college graduation².

Mr. Sean Stalling, DeLaSalle's Executive Director, spearheaded a Freshman On Track program as a principal in Chicago before expanding the program to a network of schools he oversaw as an assistant superintendent. With dedicated wraparound supports and continuous tracking of data, these schools saw significant improvement in the number of 9th grade students remaining on track. As noted above, Mr. Stalling's freshman students increased their on-track to graduation rates from 61% to 83%. This success led to the adoption of this focus districtwide, extensive research by the Consortium on School Research at the University of Chicago, and content for the Washington Post bestseller, *The Make-or-Break Year*³. His work informed districts across the country to take a serious and hard look at ninth grade as a key lever

¹ Easton, J.Q., & Allensworth, E.M. (2005). The On-Track Indicator as a Predictor of High School Graduation. Chicago, IL. University of Chicago Consortium on School Research.

² Easton, J.Q., Johnson, E., & Sartain, L. (2017). The predictive power of ninth-grade GPA. Chicago, IL. University of Chicago Consortium on School Research.

³ Phillips, E.K. (2019). *The Make-Or-Break Year*. The New Press.

to closing the graduation gap that exists, especially among students in the urban core. Mr. Stalling is energized to bring a focus on ninth grade success to DeLaSalle.

Given this extensive research and experience, DeLaSalle is committed to the implementation of a Freshman Academy, beginning in the 2020-21 school year, in which a team solely dedicated to ninth grade will operate as a small learning community that utilizes research-based structures⁴ and leverages targeted strategies to keep students on track to graduation. These strategies include:

- Regular monitoring of attendance, behavior, and grades in core classes;
- Immediate tutoring and intervention when a student shows signs of struggle; and
- Adult collaboration and teaming to create interventions for student groups and individual students based on identified need.

These strategies are focused to emphasize success in the first year of high school. By investing in individualized plans and supports for students at the onset of their high school experience, students become invested in their learning and future opportunities. Students begin to believe that high school is a place for success and develop a sense of hope and self-efficacy.

The Freshman Academy will also be the time to initially immerse students in what it means to be, and think like, an entrepreneur. Students will be introduced to design thinking and creative solutions. Students will apply this mindset to different real-world, career-themed learning experiences. In collaboration with a community partner – Operation Breakthrough – all ninth grade students will explore career fields in four different real-world learning zones during their freshman year. Students will choose one zone to explore per quarter based on their interests. These real-world learning opportunities will be paired with entrepreneurial projects to help frame the learning experiences for students. Each quarter, students will publicly present their learning to the school and Operation Breakthrough community. The real world learning zones are as follows:

- **Culinary Arts Lab:** Students learn in a teaching kitchen that uses physical change, chemical reactions, measuring, and the latest equipment to create edible culinary art.
- **Life Science Lab:** Students explore in a lab the life science of plants, invertebrates, and other animals, as well as experiments with physical and earth science to test different hypotheses.
- **Digital Media Lab:** Students explore and create with light, sound, and dimensions using music and audiovisual recording and display technologies.
- **Studio Art Lab:** Students create unique products by combining the seven art principles with math skills, such as measurement and angles, and science skills, such as observation.
- **Smart Lab:** Students use coding and other programs to apply math and engineering skills for slideshows, circuitry, photography, and robotics.
- **Maker Lab:** Students explore gravity and aerodynamics and design solutions to problems with recycled and found materials to find better ways to utilize resources.
- **Fiber Arts Lab:** Students experiment and create products from materials for practical and inventive purposes using tools, looms, and hand sewing.
- **Construction and Design Lab:** Students use hand tools to design and build models from construction materials like wood and plastic.

⁴ Sommers, M. and Garcia, I. (2016). Helping Students Make the Transition into High School: The Effect of Ninth Grade Academics on Students' Academic and Behavioral Outcomes. MDRC.

A more detailed description of the entrepreneurial, career-focused program from ninth grade through graduation is provided below under Innovative Program.

Credit Recovery Program

Credit Recovery students are of traditional age but – due to a variety of reasons outside of the school system – are in danger of dropping out of school. These reasons vary and include failing grades, unexpected pregnancy, unstable housing, supporting family members, arrest or detention, or losing interest and motivation in school. These variables often make dropping out seem like a better option and an easier course to follow. DeLaSalle, however, is committed to giving these students a different path. Given limited seats for credit recovery in the Kansas City metro area and the Kansas City Public Schools District facing overcrowding at some of their programs, DeLaSalle remains a critical need. DeLaSalle is uniquely situated to provide relief for the District as well as other charter providers in serving this important group of students.

Through Credit Recovery, students are provided a second chance at high school success and an infusion of hope to encourage them to finish strong. Reducing the amount of time that students are out of school significantly improves their likelihood to graduation. DeLaSalle has a track record of expertise with this population and remains committed to serving them well. The school intends to continue a partnership with Kansas City Public Schools, as well as other charter schools, to support the city in providing options to students who are re-engaging in their education.

Students enroll full time into the Credit Recovery program through the single application just like new on-track students, so no waivers are needed. After acceptance and as part of the enrollment process, transcripts and records will be reviewed to tailor a schedule that can afford as much access to regular classes and additional programming as each student’s credit deficiencies allow. Students will have full-to-partial access to the entrepreneurial and industry experience classes as electives. Their access depends on the amount of required coursework needed to get the student back on track to graduation with his/her original cohort.

The school will also maximize flexibility in the schedule to offer core content classes in grades 10-to-12 that are needed for Credit Recovery students. Should the school not be able to offer certain classes with a content-area instructor, the school uses online credit recovery courses as a supplement. The flexibility and design of these courses allow students to focus on exactly the content they need, recover lost credits, and graduate on time.

DeLaSalle is poised to support students returning to their education, while managing challenging life circumstances, as the family-like school culture prioritizes every student’s overall well-being. Regular teacher and leadership meetings focus on data reviews that ensure students in need of supports – academic, social, emotional – receive tailored plans focused to get them back on track. This approach is important; it relies on the talents of the leaders and staff to assist students. It gives the school more flexibility and cost-effective options to partner with agencies that can align with the school’s efforts to re-engage students while meeting their needs and supporting them to high school graduation.

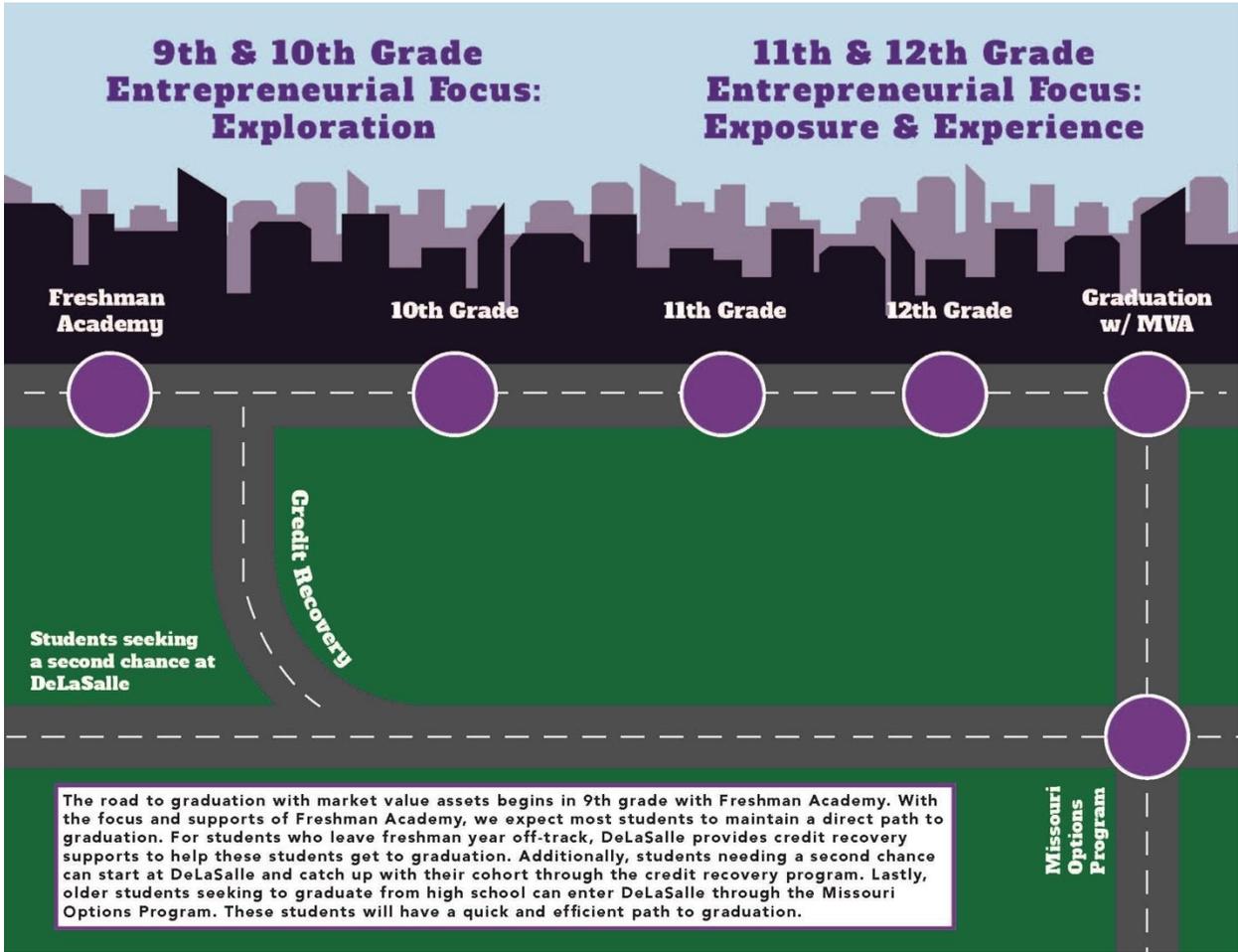
The Missouri Option Program

DeLaSalle began offering the Missouri Option Program during the 2018-19 school year to further assist opportunity youth who are over-aged, under-credited, and require a quick, direct path to graduation. Students who are 17-to-20-years of age and at least one year behind their cohort group can participate in a skill-based competency completion of school while simultaneously participating in other school-supervised instructional activities that lead to classification as full-time students. Students receive half days of academic instruction or roughly 15 hours a weeks. Students use the other half of the day to work

a job, do volunteer work and/or participate in dual enrollment or internships. As the school is still responsible for supervising the out-of-school activity, full Average Daily Attendance is calculated for Missouri Option students. Should students express an interest in entrepreneurship or certain career-focused offerings within the school program, DeLaSalle will support and coordinate these opportunities in alignment with program requirements.

In addition to ensuring that students complete the program requirements, DeLaSalle supports students in preparing for, and passing, the High School Equivalency Test (HiSET) to demonstrate attainment of high-school-level skills. Students also have access to mentors, social supports, and advising just like other students attending DeLaSalle. While these students may have an expedited path to graduation, the school commits to ensuring each student in the program has a future plan beyond the high school diploma.

DeLaSalle is intentional about serving three groups of students with different needs and paths. DeLaSalle is for ALL youths in Kansas City – no circumstance inhibits a child from enrolling. A motivated ninth grader with a passion to start his own business, a teen mom who is two years behind in credits, and a twenty year old with a part time job can all find a home at DeLaSalle. And should that ninth grader fall off track or that teen mom needs an expedited, alternative track to a diploma, DeLaSalle will provide a new course for these students and every student at the school. No matter which program students participate in, they will all feel at home at DeLaSalle and be part of one school community. Ultimately, there are different roads that lead all students to the same end goal – graduation with additional market value assets, be it career or entrepreneurial experiences, an industry credential, and/or college credit. A further illustration of how the needs of different students are met within one school is included in Exhibit A.

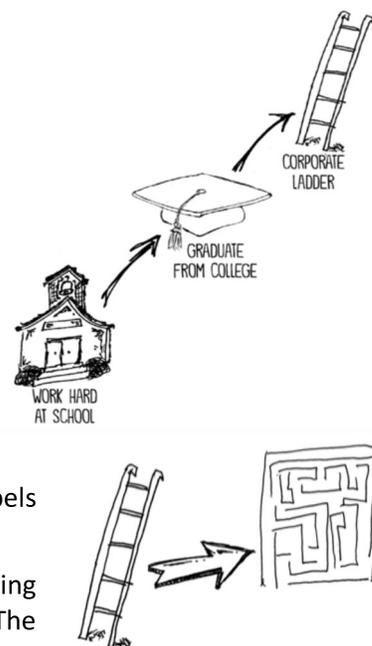


Innovative Program

New DeLaSalle leadership acknowledges that low attendance, retention, and graduation rates have historically plagued a well-intentioned school community. With a fierce motivation to realize a bright future for every DeLaSalle student, the focus of how students spend their time in school and the experiences students have outside of school required new vision and direction. As part of stakeholder engagement during the 2018-19 school year, a strong desire was expressed from all stakeholders for more career-and-college pathways, including certification programs, dual-enrollment opportunities, internships, and onsite entrepreneurship programs that serve the community. This feedback, paired with research and what is feasible based on school size and budget, has led to a new program design, rooted in entrepreneurship and exploration, to build students' ownership of their ideas, career pursuits, and futures.

Entrepreneurship

Balancing the changing world economy and nature of work with setting students up for long-term success has drawn DeLaSalle to entrepreneurship and fostering an entrepreneurial mindset in every student. According to John Spencer in his book, *Empower*⁵, the overly simplified path to success, depicted to the right, has for too long been considered a “formula” for making it in the world. By working hard in school and graduating from college, students could obtain a successful job with growth opportunities and financial stability. Global connectivity and technology, however, are changing the world and job market. Layered with systemic inequities, any clear path put DeLaSalle students at a disadvantage, and has now been replaced with a maze that compels students to be self-directed, original, and creative.



With a new foundation in entrepreneurship, the emphasis is on developing critical skills for success in many contexts, not simply starting a business. The Network for Teaching Entrepreneurship defines the entrepreneurial mindset as the set of attitudes, skills, and behaviors that students need to succeed academically, personally, and professionally. These include initiative and self-direction, risk-taking, flexibility and adaptability, creativity and innovation, critical thinking, and problem solving. To best prepare students for the changing modern day and future world, cultivating these entrepreneurial skills is essential.

Furthermore, according to the Burgess Institute for Entrepreneurship and Innovation, students who learn the entrepreneurial mindset well will have outsized success in their careers — no matter what they choose to do — because by definition they become resourceful and adaptable. And with anticipation that 85% of jobs that will be available in 2030 are not yet in existence (Institute for the Future)⁶, students are entering an unknown area where they can utilize such skills in following their passions and finding success.

Entrepreneurship Application: Ninth and Tenth Grade

In ninth and tenth grades, the emphasis is on exposure to entrepreneurship and its application to different career fields. All students in the Freshman Academy will take an Introduction to Entrepreneurship elective class to assist in building students' understanding of what it means to be an entrepreneur and to develop

⁵ Spencer, J. & Juiani, A.J. (2017). *Empower: What Happens when Students Own their Learning*. IMPress Publishing.

⁶ Institute for the Future. (2018). *Emerging Technologies' Impact on Society & Work in 2030*.

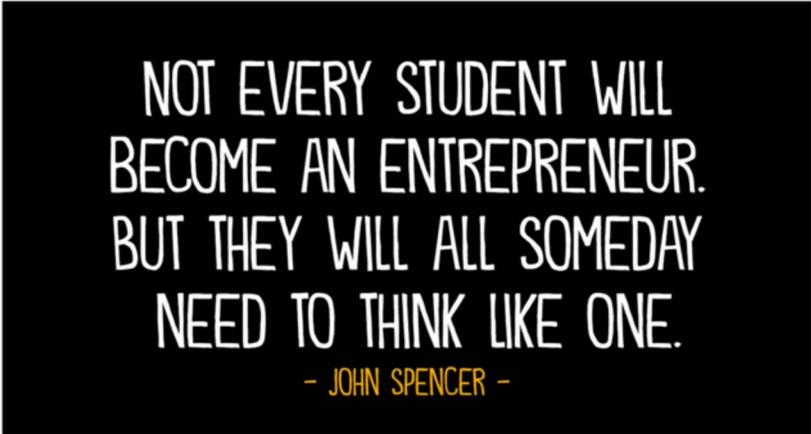
an entrepreneurial mindset. Students will then apply their developing attributes as an entrepreneur – self-direction, creativity, critical thinking, problem solving – to real world projects in different industries through a new partnership with Operation Breakthrough as of the 2019-20 school year. Operation Breakthrough is a nationally accredited, not-for-profit corporation, located less than a mile from DeLaSalle, that provides educational programs, healthcare, parent programs, and emergency services largely to children and families living below the Federal poverty guidelines.

All ninth and tenth grade students rotate through learning zones led and operated by Operation Breakthrough every ten weeks and complete two projects within each cycle. The learning zones include studio arts, coding and robotics, digital media, culinary arts, fiber arts, MakerSpace, life science, and construction and design. Projects emphasize both student creation and real-world application. For instance, in culinary arts, students are creating their own dishes and planning all aspects of hosting and catering an event. In graphic arts, students are creating their own brand and drafting plans for how to market and sell their brand. During the second semester of sophomore year, more experiences such as job shadowing, industry tours, and school-based partnerships, will allow students to further establish their interests and future plans. These learning zone experiences are career exploration/work experience elective courses for credit as outlined in the master schedule, sample student schedule, and course sequence provided in A.4. Furthermore, teachers at Operation Breakthrough are working collaboratively with the ninth grade physical science teacher to infuse standards-aligned content into the learning zone experiences.

Entrepreneurship Application: 11th and 12th Grade

Following sophomore year, students start to focus on their passion and specific plans. DeLaSalle is intentional about maintaining a small school community so that leadership and staff can individualize supports and plans for each student. All upperclassmen enroll in a for-credit elective Capstone course, led by Seven Strategic Consulting, to further develop their career readiness and consideration of whether to continue pursuing their own big ideas and business plans or gain further experience in a specific career field that fits their interests and strengths. Seven Strategic Consulting brings an expertise in entrepreneurship as the firm’s founder is an African American woman from Kansas City who began her own successful sports clothing business. An established MOU with Seven Strategic Consulting outlines responsibilities related to executing the Capstone, including providing a certified teacher to deliver the course at the school. The MOU can be found in Exhibit D.

As DeLaSalle ramps up its own expertise in entrepreneurship and college-and-career pathways over the next charter term, the school is grateful for this partnership and firsthand knowledge of what it takes to build a business. DeLaSalle recognizes that not every student will be an entrepreneur in the traditional sense. Therefore, the school has been intentional about building entrepreneurial skills during the first two years to serve students well, no matter their pursuits.



For students interested in starting their own business, the need is clear. According to the Kauffman Foundation, new businesses contribute to all net new job creation and 20 percent of gross job creation. Furthermore, long-term economic well-being depends on starting and growing businesses with research showing a correlation between new business starts and decreases in poverty (Hwang, 2018)⁷. Therefore, DeLaSalle is excited to offer students interested in a traditional entrepreneurship path with new opportunities at the school to grow and test their ideas and plans.

DeLaSalle leadership, in collaboration with Seven Strategic Consulting, is developing programming and internship experiences to provide DeLaSalle students opportunities to test entrepreneurship and learn first-hand about the relevant tools and experiences necessary to develop as entrepreneurs, test their ideas, and ultimately launch their own company. Further, DeLaSalle plans to have a student-run store and student-run graphics and print shop running by year two of the next charter term to further support students’ entrepreneurial pursuits.

For students less inclined to follow a traditional entrepreneur path, school leadership, with support from Seven Strategic Consulting, will work with each student to arrange internships, job placements, apprenticeships, and other career experiences during junior and senior year in fields aligned to students’ interests and local workforce needs that support long-term financial stability. DeLaSalle will connect students’ learning at Operation Breakthrough to promising industry paths and will utilize rich workforce data from the Mid-America Regional Council to be thoughtful about promising career fields.

For instance, Life Sciences is a learning zone at Operation Breakthrough and a 2017 Life Sciences Workforce Plan from the Mid-America Regional Council notes that the life sciences sector in the Kansas City region grew by nearly 15,000 jobs from 2001-2016, growing 10 times faster than the metropolitan average, and that the development of more career paths and certifications, such as the research and development path to the right, should be developed⁸.



⁷ Hwang, V.W. (2018). A Fair Shot. Speech for Open Markets Institute.

⁸ Mid-America Regional Council. (2017). Talent-to-Industry Exchanges: Life Sciences Workforce Plan.

The report also emphasizes how skills in this sector, such as data structure and visualization, systems strategy, and data application can be introduced in high school.

Furthermore, the career Advisory Boards that met during the 2018-19 school year has led to a number of partners willing to engage with DeLaSalle for student placements and experiences in industries including technology and information systems, healthcare and bio-medicine, and advanced manufacturing. These partners include Cerner, Cisco, St. Luke’s College of Nursing, Truman Medical Center, Missouri Area Health Center, McCownGordon, The Builders’ Association, and the Kansas City Start Up Foundation. A draft Partner Commitment MOU is included Exhibit D. All students in the upper grades, regardless of path or field pursued, will complete a Capstone project to demonstrate their learning and entrepreneurial skills.

As individualized career plans are crafted for each rising junior, this focus does not necessarily come at the expense of college pursuits. DeLaSalle acknowledges that there are economic and employment benefits to education beyond a high school diploma. The earnings gap between high school and college graduates is growing and, by 2027, three out of four jobs in the Kansas City region will require postsecondary education (Mid-America Regional Council, 2017)⁹. Therefore, DeLaSalle has a partnership with the Metropolitan Community College at Penn Valley for students to take classes at the community college for credit while in high school. Students are able to graduate with at least nine credit hours toward an Associate’s Degree. Additionally, DeLaSalle’s credit and course progression has been intentionally revised to offer a college-ready path for students interested in college enrollment, rather than a more immediate workforce path.

Entrepreneurship: Cross-Curricular Infusion

By the end of the next charter term, DeLaSalle envisions being at the forefront of marrying classroom content and delivery with entrepreneurial principles and real-world application. Teachers who know the academic standards and learning requirements will be working hand-in-hand with industry experts to craft projects, internships, and experiences. What students are working on at Operation Breakthrough or a partner site will be infused into the classroom and aligned standards will be woven into career experiences. Ultimately, this marriage will serve to further unlock the unique motivation and talent of every student, which they may have never known existed. Students will be the leaders of their future as every adult and class will be supporting the development of their entrepreneurial mindset while making their learning relevant and experiential.

Market Value Assets

Ultimately, DeLaSalle believes strongly that it cannot be overly prescriptive with the paths set forth for its students. A 14-year-old is not necessarily ready to commit to a career in physical therapy or software development. However, with development of an entrepreneurial mindset, multiple exposure opportunities, and pursuit of student-directed passions paired with relentless support from a multitude of school and partner staff, DeLaSalle believes this model will drive students’ long-term success. Every student will graduate with not just a diploma, but one-or-more Market Value Assets, be it an industry credential, college credit, or entrepreneurial design plans. According to



Market Value Assets

-  **COLLEGE CREDIT** earned while in high school
-  **INDUSTRY-RECOGNIZED CREDENTIALS**
-  **CAREER EXPERIENCES** such as robust job shadowing and internships
-  **ENTREPRENEURIAL EXPERIENCES** with real-world projects tied to job expectations

⁹ Mid-America Regional Council. (2017). Career and Tech Education in Greater Kansas City. Preparing High School Students for the Next Step.

a 2017 report from the Mid-America Regional Council¹⁰, students who acquire market value assets are more likely to enroll and complete either degree- or non-degree-bearing post-secondary education or training. Market Value Assets make further education and training — and ultimately a career — more affordable and more attainable.

A.2 Curriculum and Instruction

Instruction

DeLaSalle has embraced the Danielson Framework for Teaching (FFT) as the vision for academic excellence and the set of discrete practices that the school will pursue for achieving such excellence. According to the Danielson Group, the FFT has long been the gold standard and most widely used definition of teaching practice in the United States. Several large research studies (the Measures of Effective Teaching project, a study in Chicago from the University of Chicago’s Consortium on School Research) have demonstrated its predictive validity for student outcomes. In the Chicago study, across almost all of the Framework components, teachers with the lowest observation ratings also had the lowest value-added measures—and the value-added measures increase as the teacher’s rating increases. This relationship was statistically significant for all components, suggesting the Framework was measuring practice in a valid way.¹¹ Therefore, the school has selected the FFT as its set of instructional standards given FFT’s national recognition and a research basis demonstrating gains in student achievement in cities serving the urban core like DeLaSalle in Kansas City.

The FFT serves as the foundation for how teachers and administrators talk about their practice and expectations for quality instruction. The four domains (Planning & Preparation, Classroom Environment, Instruction, and Professional Responsibilities) and the associated components provide a common language that promotes, and will continue to guide, conversations among teachers and administrators during lesson planning, professional learning communities, professional development, and evaluation. Teachers have access to more than 20 courses related to the FFT through Frontline Education to further support their understanding and practice.

Prioritized instructional strategies are the focus of Domain 3, Instruction. These strategies include:

- Using correct and imaginative language in explaining concepts and strategies, connecting explanations to students’ interests and lives beyond school;
- Scaffolding more complex concepts to build foundational understanding;
- Using strategic questioning to allow all students time to think, build discussion with one another, and deepen their understanding;
- Using different student groupings to further all students’ learning;
- Inviting students to explain their thinking and serve as a resource for one another; and
- Using questioning and assessments regularly to diagnose evidence of learning.

¹⁰ Mid-America Regional Council. (2017). Career and Tech Education in Greater Kansas City. Preparing High School Students for the Next Step.

¹¹ Sartain, L., Stoelinga, S.R., & Brown, E.R. (2011). Rethinking Teacher Evaluation in Chicago. Chicago, IL. University of Chicago Consortium on School Research.

Curriculum

To accompany the commitment to the FFT as the guide for effective teaching, DeLaSalle will use the Missouri Department of Elementary and Secondary Education (DESE) curriculum frameworks in English language arts (ELA), math, science, and social studies. These frameworks will provide the scope and sequence for the curriculum and help to prioritize standards-alignment for instruction. DeLaSalle will utilize open source curriculum from Engage NY in ELA and math with modifications made as needed to align with the DESE curriculum frameworks. For science and social studies, the school is searching for new curriculum that would be engaging for students. In the meantime, teachers of science and social studies courses are utilizing their own teacher-created curriculum with support from the Chief Academic Officer.

According to a 2017 RAND study¹² on the use of EngageNY, survey data suggest that EngageNY gives students more opportunities to engage in standards-aligned practices compared with other materials. Mathematics teachers were more likely to indicate that EngageNY provided their students with opportunities to explain and justify their work and address goals with equal time and intensity compared with their other main instructional materials. Additionally, English Language Arts (ELA) teachers were more likely to indicate that EngageNY provided their students with opportunities to read nonfiction texts of sufficient complexity and connect literacy instruction to other content, among other standards-aligned practices.

Given an interest in connecting the knowledge and skills set forth in the Missouri Learning Standards with entrepreneurial principles and real-world, career-focused application, DeLaSalle will utilize its resources, collective knowledge, and local talent to create content-specific projects that help students apply their learning. In addition to the DESE frameworks, industry guidelines will be utilized to enhance the curriculum and ensure that student outcomes align with workforce requirements. For instance, students that desire a career in skilled trades must have a WorkKeys score of five or better to qualify for high paying work opportunities.

DeLaSalle's Instructional Leadership Team (Executive Director, Chief Academic Officer, Director of Student Services, and content teachers) and expert consultants in career education, including Dr. Brad MacLaughlin, a retired superintendent who led the career pathways Advisory Boards, are meeting to construct units that draw on Missouri Learning Standards and DESE frameworks and support the focus on entrepreneurship and career exposure. The quarterly units for core content will be ready for review and editing by summer of 2020. Resources have been allocated through a Kauffman Real World Learning grant for teachers and leaders to work on this initiative throughout the Spring and Summer of 2020. Final decision-making related to the sufficiency of the developed curriculum lies with the Chief Academic Officer.

A.3 Assessing Student Performance

DeLaSalle is committed to ongoing assessment of student performance and progress. As part of the school's focus on quality implementation of the Danielson Framework for Teaching, using assessment in instruction is an embedded expectation (component 3d of the FFT). For example, teachers are expected to, and given support in, pay close attention to evidence of student understanding, posing specifically-created questions to elicit evidence of student understanding, circulating to monitor student learning and to offer feedback, and students assessing their own work against established criteria. Teachers also

¹² Kaufmann, J.H et al. (2017). Use of Open Educational Resources in an Era of Common Standards: A Case Study on the Use of EngageNY. Santa Monica, CA. RAND Corporation.

develop quizzes and tests aligned to standards and analyze outcomes to determine areas for re-teaching, students in need of additional supports, and strategic student groupings.

The school uses the Northwest Evaluation Association Measures of Academic Progress (NWEA) assessment to gauge students' baseline levels upon entrance to DeLaSalle. The NWEA is a universal screener that is repeated three times per year to assess the growth of students in ELA and math. This assessment helps the school determine the effectiveness of the curriculum and instruction. While the NWEA is not aligned to the Missouri Learning Standards, it is aligned to national standards and provides information about the overall curriculum and instructional effectiveness for students. Given the amount of similarity between the Missouri Learning Standards and the Common Core State Standards, improvements on the NWEA will likely demonstrate improvements against state standards. This is also likely given that the DeLaSalle curriculum will align with Missouri Learning Standards. Additionally, for each relevant course, teachers will use the End-of-Course (EOC) exams as a map to build quarterly interim assessments aligned to the applicable Missouri Learning Standards. These assessments will be created during Summer 2020.

The Executive Director and Chief Academic Officer (CAO) have expertise in analyzing data to determine the interventions needed for student growth. Through their guidance on the Instructional Leadership Team, the group will collectively build the capacity of all teachers to engage in a data-driven process of analyzing NWEA data, EOC interims, and teacher-created classroom assessments during regular professional development days, weekly professional development meetings, and daily instructional preparatory times. Teacher will triangulate these data sets to determine instructional strategies to help improve student performance. The school will create a database that houses student performance data for use starting in the 2020-21 school year. This database will be a critical resource for teaching staff to know the academic performance and growth of every student.

All students enrolled at DeLaSalle, irrespective of enrollment group (on-track, Credit Recovery, Missouri Option) will take End-of-Course exams in algebra I, English II, biology, and American government. Exams will first be administered in the Spring with opportunities for re-testing in subsequent years. DeLaSalle also supports students in preparing for, and taking, the ACT and ACCUPLACER assessments to determine appropriate course placements for dual enrollment during high school and for college following high school.

DeLaSalle affirms that all non-Missouri Option students will complete at least 24 credits in order to graduate from high school, including 4 credits of English, 3 credits of math, 3 credits of science, 3 credits of social studies, 1 credit of fine arts, 1 credit of physical education, 1 credit of practical arts, a half credit each for health and personal finance, and 7 credits for electives. Students receive graduation credit for the semesters they complete with a D (60) or above.

A grade of D to pass a course aligns with many schools in Missouri and throughout the country. While a D is not where DeLaSalle wants students to be achieving, it is considered the lowest level of passing and achieving credit. Particularly given that students who have historically and will continue to come to DeLaSalle have been credit deficient and in schools where a D is passing, raising the bar for credit is not fair to such students. Additionally, raising the cut score to pass increases the likelihood of grade inflation, which diminishes students' preparedness for post-secondary success. For students who receive a D and matriculate on to the next course/grade, tutoring will be provided to such students to accelerate their subsequent success.

Students new to DeLaSalle can transfer credits for any previous high school courses in which they earned a D (60) or above, the same as DeLaSalle's policy.

A.4 School Calendar and Daily Schedule

School Calendar

The calendar for the 2019-20 school year is provided in Exhibit B. The start and end to the school year, along with holidays, largely mirrors that of Kansas City Public Schools. In addition to holding the same teacher professional development/work days as Kansas City Public Schools, DeLaSalle teachers participate in an additional two hours of weekly professional development, which equates to an extra 74 hours of professional development each year. While not visibly represented in the calendar, DeLaSalle will also allocate eight full days for service learning projects to help build students' commitment to bettering their community and world.

Daily Schedule

The master schedule being utilized during the 2019-20 school year is provided below. Elements of the school's program embedded in the schedule include dedicated advisory time, work experience electives, core courses aligned with required credits, Edgenuity for credit recovery, and a dedicated teacher/class times for the Missouri Option Program. By ensuring students have opportunities to tailor a schedule that meets their credit needs while building in time for advisory and work experiences, the schedule aligns with the school's mission and educational program.

Master Schedule – School Year 2019-20

The Master Schedule below illustrates when all courses offered are held during the school day.

	1 8:30-9:18	2 9:22-10:10	3 10:14-10:44	4 10:48-11:36	5 11:40-12:52	6 12:56-1:44	7 1:48-2:40	8 2:44-3:32
English	English IV	Self-Directed Learning	Advisory/ Life Skills	English I & English IV	English III	PLAN	English III & English IV	English II
Math	Pre-Algebra & Algebra I	Self-Directed Learning	Advisory/ Life Skills	Probability & Statistics	Algebra I	PLAN	Geometry	Algebra II
Science	Biology	Phys Science & Enviro Science	Advisory/ Life Skills	Biology	PLAN	Self-Directed Learning	Enviro Science	Self-Directed Learning
Social Studies	PLAN	Modern World History II	Advisory/ Life Skills	Self-Directed Learning	American Government	U.S. History	Modern World History I	American Government
Electives	Work Experience		-----				Work Experience (hours 6-8) & Jr. Capstone (hours 7-8)	
PE/PF/Health	Health/ Personal Fin	Strength & Conditioning	Advisory/ Life Skills	Physical Education	Physical Education	Personal Fin/ Health	PLAN	Career Exploration
Fine Arts	Speech/ Acting	Stagecraft	Advisory/ Life Skills	Self-Directed Learning	Edgenuity	Acting/ Speech	Debate	PLAN
Edgenuity	Edgenuity	PLAN	Supervision	Edgenuity	Edgenuity	Edgenuity	Edgenuity	Self-Directed Learning
Mo Option	Mo Option		PLAN		Foundations of Art		Mo Option	

Sample Student Schedule – School Year 2019-20

The Sample Student Schedule below provides an example of how students’ days are structured to ensure required credits are achieved while affording opportunities for advisory/life skills and career exploration.

***** Semester-1*****

Per	Course	Subject	Room	Days	Instructor
1	85302-01	HEALTH	236	MTWHF	Brown S
2	135010-02	PHYS SCI	S107	MTWHF	Kolodziej K
3	994020-06	LIFE SKILLS	237	MTWHF	McCluskey J
4	54800-04	ENGLISH I	237	MTWHF	McCluskey J
5	115810-05	ALGEBRA I	S108	MTWHF	Sutton-McKinney K
6	996010-02	SELF-DIRECTED LEARN	S107	MTWHF	Kolodziej K
7	156659-01	MOD WORLD HIST I	213	MTWHF	Flynn R
8	096803-01	CAREER EXPLOR	236	MTWHF	Brown S

As the school expands its enrollment and continues revision of its course and credit progression during the next charter term, the master schedule will be updated accordingly. The following table presents an overview of the course sequencing by grade and subject area that the Instructional Leadership Team has been working on for the next charter term. Should students be ready for more advanced options, such as calculus or statistics in the mathematics course sequence, these options will be pursued through dual enrollment at the Metropolitan Community College at Penn Valley.

Sample Course Sequence

Grade	English Language Arts	Mathematics	Social Studies	Science	Physical Education	Electives
9th	English I (1.0) Reading (0.5)	Algebra I (1.0) Math Essentials (1.0 or 0.5)	World History I (1.0)	Physical Science (1.0)	PE I (0.5) Health (0.5)	Career Exploration (1.0) Entrepreneurship I (Mindset) (0.5)
10th	English II (1.0) Reading II (0.5)	Geometry (1.0)	U.S. History I (1.0)	Biology (1.0)	PE II (0.5) Personal Finance (0.5)	Entrepreneurship II (Design Thinking) (0.5) Career Experiences (0.5) Art (0.5)
11th	English III (1.0)	ALG II/Trig (1.0)	U.S. History II (1.0)	Chemistry, Physics, or Environmental Science (1.0)	Health Science II (0.5)	Entrepreneurship III (2.0) Work Readiness/ Experience (2.0) Practical Art (0.5) Dual Enrollment
12th	English IV (1.0)	Pre-Calculus (1.0)	Government (0.5) Topics in History (1.0)	Chemistry, Physics, or Environmental Science (1.0)	Strength and Conditioning (0.5)	Entrepreneurship IV (2.0) Work Readiness/ Experience (2.0) Dual Enrollment

A.5 Target Population

DeLaSalle has historically been viewed as the last resort for Kansas City high school students who have not succeeded anywhere else. Students, however, do not deserve this stigma and, instead, deserve a world-class educational environment that excites their learning and life passions. And while the school remains committed to serving opportunity youth, it is also enthusiastic to transform DeLaSalle into a first choice high school for all students in Kansas City over the next charter term. *Any* student can find a place at DeLaSalle. The school’s programs and support structures – from Freshman Academy, Credit Recovery, and MO Option to advisory, career experiences, and mental health services – have been intentionally chosen to protect *all* students from falling through the cracks, particularly at-risk students.

The need for a school that truly embraces all students and provides individualized academic plans, career opportunities, and support services is clear. With graduation rates between 55% and 70% and an ACT composite score between 14 and 15 at neighborhood high schools in Kansas City, students deserve more. Furthermore, given limited seats for credit recovery in the Kansas City metro area and Kansas City Public Schools facing overcrowding at some of their programs, DeLaSalle remains a vital option for students who have fallen behind.

Through extensive research and conversations with DeLaSalle students and other stakeholders, the school is confident that the college-and-career experiences, instructional program rooted in entrepreneurial skills and real-world application, research-based climate initiatives, and wrap-around supports are exactly what students want and need for their education and futures. DeLaSalle is confident that this model can fill a void in Kansas City for quality high school options for students who have historically attended the neighborhood high schools.

The three student groups DeLaSalle intends to enroll – (1) Rising ninth grade students in the Freshman Academy; (2) Students in need of Credit Recovery; and (3) Students eligible for the Missouri Option Program – are described in greater detail in Section A.1. The school intends to proactively share informational materials and build relationships with charter and district high schools in the city to increase awareness of the programs offered at DeLaSalle. Recruitment strategies are discussed further in Section B.5.

Current demographics of DeLaSalle are listed below. While the school does not anticipate major changes to these enrollment figures in the next charter term, the expansion of who DeLaSalle serves may have some modest implications. Additionally, more proactive student recruitment efforts described in Section B.5 may assist with the enrollment of English learners.

DeLaSalle Student Demographics	
Black/African American	85%
Hispanic	9%
White	6%
Free and Reduced-Price Lunch	100%
Special Education	10%
English learners	0%

Information related to attrition, mobility, and retention can be found in Section B.5, Student Recruitment and Enrollment.

A.6 Special Student Populations

DeLaSalle is committed to supporting all students who enroll, regardless of disability or need, and advancing their tailored academic and long-term success. Currently, 10% of students at the school have an identified disability. To meet a range of disabilities, including specific learning disabilities, autism, emotional disturbance, speech impairments, and intellectual disabilities, the school currently has a signed agreement, found in Exhibit C, with a third-party firm – Exceptional Specialties Group, Inc. – to provide programming aligned with individual student needs, the content of Individualized Education Programs (IEPs), and all applicable Federal, State, and local laws. The firm has been utilized by DeLaSalle for 12 years and has become fully immersed in the school community.

Services provided include learning support in the regular classroom and in the special education setting, speech and language therapy, occupational therapy, educational evaluation, re-evaluation, and transitional services. A full-time special education teacher, paraprofessional, and process coordinator are on site and a part-time speech and language pathologist, diagnostician, and director are available. Push-in support is provided to the extent possible aligned with students' needs and IEPs. DeLaSalle also affirms its responsibility to provide transportation for any students with disabilities as outlined in the IEP.

The school's last special education program review by the Missouri Department of Elementary and Secondary Education in October 2018 found the school to be in compliance with all State and Federal regulations with no corrective actions required. As these reviews occur every three years, the firm also engages the regional professional development center to review the program and files annually.

DeLaSalle holds Exceptional Specialties Group, Inc. accountable in a number of ways. School leadership reviews reports annually from either the regional professional development center and/or the Missouri Department of Elementary and Secondary Education to affirm that compliance is maintained. Prior to the start of the school year, the firm provides credentials for all staff so that school leadership can ensure the appropriate qualifications are in place. Prior to meeting annually in March to discuss the scope of work, as stipulated in the agreement, school leadership assesses whether services are being delivered in accordance with the agreement and engages with the teaching staff to discuss their satisfaction and concerns. With the agreement signed for an annual period, DeLaSalle has the option to discontinue services at the end of a school year.

Multi-Tiered System of Supports/Identification for Special Education

Students are primarily identified for special education services through past records review as part of the enrollment process post-acceptance and the school's Multi-Tiered System of Supports (MTSS) program. The MTSS program includes three tiers of support from whole class to small group to intensive, individualized support.

Tier 1: The Whole Class: Quality Instructional Practices, Individual Learning Plans, Advisory, Positive School Climate Initiatives

All students are taught with instructional methods aligned to the Danielson Framework for Teaching, which research has shown to be effective. These methods include (1) clear directions and procedures specific to the lesson activities; (2) use of questions with multiple correct answers or multiple approaches; (3) students actively "working," rather than watching while their teacher "works;" and (4) teachers paying close attention to evidence of student understanding and multiple methods to check for understanding. Active, ongoing assessment of students' progress and needs academically and behaviorally is undertaken. Students may be broken into small groups that address different strengths and areas of need. Advisory and mentorship also provide opportunities to build relationships and ensure adults are responsive to all

students' individual needs beyond academic supports. The Director of Student Services and Dean of Climate and Culture work diligently to foster a positive school climate and utilize restorative justice practices.

Tier 2: Small Group Interventions: Additional small group time, Communities in Schools and Swope partnerships

For students requiring additional supports beyond those provided schoolwide, additional small group interventions are provided at Tier 2. Students' schedules are modified to accommodate increased opportunities to practice and learn skills taught in core content classes within smaller groups. The goal is to keep students from missing any core instruction or other Tier 1 activities that might make it harder to catch up. A student advocate with Communities in Schools leads attendance interventions, including telephone calls and follow-up in school engagement for groups of students identified for slipping attendance. The school also partners with Swope Health Services for coordinating behavioral health services for students, including teen parenting support, adolescent substance abuse, and anger management.

Tier 3: Intensive, Individualized Support: Tutoring, Counseling, Mental Health Services.

For students who continue to struggle with Tier 2 interventions, more intensive, individualized supports are available. These supports include increased frequency of additional learning in small groups and individual tutoring during the school day as well as before and after school. Credit recovery courses through Edgenuity, an online learning platform, can also be utilized to help students who are struggling focus on particular content. The platform's self-paced learning and pretesting allow students to spend more time on what they need and less time on mastered content. Particularly for Missouri Option students with individualized credit recovery needs on an accelerated timeline, Edgenuity allows DeLaSalle to meet such needs. During the next charter term, the school intends to research and purchase an academic intervention program to better support the academic progress of Tier 2 and Tier 3 students.

For students continuing to struggle with attendance, the Communities in Schools advocate develops individual support plans including incentives, outreach calls, and home visits. For students in need of additional, individual behavioral health supports, DeLaSalle is able to refer students for additional services as part of the Swope Health Services partnership. These services include counseling, crisis intervention, and intensive in-home consulting for all family members. If no progress is made, students are referred for a psychoeducational evaluation. The psychoeducational evaluation would then be used to consider qualification for special education services.

English Learners

DeLaSalle does not currently have any English learners enrolled. The school's application process before acceptance and enrollment in no way accounts for primary language spoken by students and families. While the school has historically attracted students through word of mouth whose first language is English, the school hopes more proactive recruitment efforts, described in the Enrollment section, will support students of more diverse backgrounds with a wider range of languages spoken in the home. As the English learner population has grown in Kansas City Public Schools by 13% between 2014 and 2018, the school anticipates and welcomes their joining the DeLaSalle community.

As part of the enrollment process, a Language Use Survey (LUS) is collected and reviewed as an initial step in an identification process for English language supports. Any student whose LUS notes a language other than English is spoken or understood by the student is screened within the first 30 calendar days after enrollment. World-class Instructional Design and Assessment (WIDA's) Online Screener is used to determine whether a student meets the eligibility criteria. Should the overall composite proficiency level

be 4.5 or below, parents/guardians are notified of the assessment results and placement decisions also within 30 days of enrollment.

Should students meet the eligibility criteria, an appropriate instructional program model, aligned with research and guidance from the Missouri Department of Elementary and Secondary Education, would be implemented. Given students' ages and the likely smaller size of the population at DeLaSalle, a content-based English for Speakers of Other Languages (ESOL) program would be strongly considered. Content-based ESOL instruction focuses on push-in support to assist students in applying strategies to make content more understandable in English. It provides the advantages of not removing students from content area instruction to focus exclusively on learning English, while at the same time teaching the same content all students receive. DeLaSalle also affirms that the school shall communicate information to limited English proficient parents/guardians in a language they can understand.

Gifted Education

DeLaSalle does not have a specified program for gifted students. However, DeLaSalle acknowledges that some students will come more advanced and/or prepared than other students. DeLaSalle will be prepared to offer flexible courses of study for students, as well as an honors track. Students that show proficiency will have access to more rigor through dual enrollment classes as well as possible Advanced Placement offerings.

Students Experiencing Homelessness

DeLaSalle affirms its commitment to students whose residence is not fixed, regular, and adequate under the McKinney-Vento Act. Students in homeless situations have the right to:

- Attend DeLaSalle, no matter where they live or how long they have lived there;
- Enroll immediately, even if missing documents normally required for enrollment;
- Receive transportation and food services; and
- Engage in the same programs and services that are available to all other students.

DeLaSalle will ensure that other resources and supports that students experiencing homelessness may need are provided including:

- School supplies and backpacks;
- Uniforms;
- School activity and field trip fees;
- Before and after school tutoring;
- Case management; and
- Resource referrals.

The Director of Student Services serves as the school's homeless liaison and is responsible for ensuring identification and arrangement of all services and opportunities stipulated by law.

A.7 School-Specific Goals and Objectives

DeLaSalle is committed to ambitious and attainable goals aligned with the school's mission and vision. The school remains committed to an educational program rooted in Missouri Learning Standards and, at the same time, acknowledges that most students who have historically enrolled have been disengaged from school and may be one-or-more-years behind grade level. Therefore, while students will continue to take the End-of-Course exams as required by law, DeLaSalle strongly believes that students are more than test scores and their limitless potential can be tracked in other meaningful ways.

Particularly with a new focus on entrepreneurship and attainment of more than just a high school diploma, the Specific, Measurable, Achievable, Relevant, and Time-bound (SMART) goals proposed below contain measures related to individualized portfolio development and attainment of market value assets to support students’ long-term success. The SMART goals also contain outputs that research has identified as significant for student graduation and success after high school, including the percent of ninth grade students on track and attendance.

Goals are also included below related to financial health and Board governance as DeLaSalle remains committed to ensuring financial problems of the past are not repeated with a dedicated Board who is committed to realizing the school’s mission and vision.

Goals for the Next Charter Term (School Years 2020-21 through 2024-25)

Academic Success	
Ninth Grade On-Track	Annually, 80% of the ninth grade students will successfully be on-track to graduation (passing three-out-of-four core classes AND earning a minimum of five credit hours), including the summer term.
Attendance	The average daily attendance for all students enrolled will be at least 80% in school years 2020-21 and 2021-22. This attendance number will rise by 3% over the remaining three years of the contract.
Promotion	<i>Ninth grade:</i> Annually, at least 80% of students will advance one full grade-level in a full academic year, including the summer term.
	<i>All other students:</i> Annually, at least 75% of students will advance one full grade-level in a full academic year, including the summer term.
Graduation	<i>Seniors:</i> Annually, 90% of students identified as seniors by credits will graduate within 12 months of the start of the August academic year.
	<i>Seven-Year Graduation Rate:</i> Annually, the seven-year graduation rate will be at least 80%.
Market Value Assets	Annually, at least 20% of senior students, as identified by credit, will graduate with a Market Value Asset starting in the 2020-21 school year. This percentage will increase by 15% per year over the next contract term.
MO Option Program	Annually, at least 70% of students in the Missouri Option Program will successfully earn their high school diploma by age 21, as measured by their academic plan.
Organizational and Financial Compliance	
Fund Balance	DeLaSalle will have at least a 15% fund balance each year over the next contract term.
Cash on Hand	DeLaSalle will have at least 60 days cash on hand each year over the next contract term.
Board Governance	At least 80% of the DeLaSalle Board members will attend 80% of the meetings in a fiscal year, as documented by Board records.

A.8 School Climate and Culture

DeLaSalle's climate and culture is rooted in exemplifying and reinforcing the school's core values and Habits of Success. Core values include:

Be curious: We value curiosity and understand that learning is a life-long process.

Be proactive: We value reflecting on our strengths and speaking our authentic truth.

Be professional: We value and seek excellence through practice.

Be kind: We value individual perspectives and know that diverse teams are strong teams.

Be leaders: We value holding each other accountable and commit to leaving no community member behind.

These values are explicitly discussed during advisory, mentor meetings, and schoolwide meetings to build a school environment to which students can bring their whole selves to school and build each other up with the unconditional support of all adults in the school. DeLaSalle is committed to reducing a reliance on punitive measures and prioritizing relationship building. By exemplifying the core values, adults commit to understanding students' circumstances and truly caring about their overall well-being. Buy-in from students is achieved when they know adults really care and lead by example.



Based on the Building Blocks for Learning Framework. Stafford-Brizard, K. B. (2016). Turnaround for Children.

In addition to these schoolwide values, 16 Habits of Success are woven into school structures and ongoing classroom discussions to help students understand the cognitive, social, and emotional skills that enable students to be successful at both academic and non-academic pursuits.

The 16 skills were chosen based on three criteria:

1. They align to the development of the child as a “learner” in an educational setting;
2. They are measurable skills, behaviors, or mindsets that students can develop over time; and
3. There is a strong research base demonstrating impact of the skill, behavior, or mindset on college and career success.

A Student Development Team, which includes the Director of Student Services, Dean of Climate and Culture, three teachers, three support staff, and student council representatives, is responsible for overseeing the execution of multiple structures to support students in developing these Habits of Success including Freshman Connection, mentoring, advisory, and service learning. For example, this team plans lessons for advisory, organizes service learning days, and helps teachers infuse these habits into their teaching through professional development. Ultimately, the mission of this team is to ensure students develop the critical non-cognitive skills they will need to be successful in high school and life.

Freshman Connection

The importance of ninth grade, as discussed above, cannot be understated. This importance, paired with the volatile time for adolescents when transitioning to high school, requires dedicated supports to ensure a smooth transition. Therefore, to alleviate fear and build confidence in students for high school, DeLaSalle intends to provide a two-to-three-week summer bridge program called Freshman Connection beginning in Summer 2020. While optional, Freshman Connection will be highly encouraged.

Freshman Connection will provide students with the opportunity to meet and build relationships with one another and with staff in the Freshman Academy. Students will take light course work in math and reading, as well as participate in student development activities, explore the school, neighborhood, and city, and work as a team in building community.

During Freshman Connection, students will begin the process of building their brand as a DeLaSalle student. They will discuss how the core values and habits for success can influence their ninth grade experience. Students will also set attendance, behavioral, and academic goals for the school year and start to build relationships in order to support achievement of their goals. Freshman Connection will be the first benchmark in creating a successful high school experience for all DeLaSalle students.

Ninth graders who choose not to participate in Freshman Connection, or who enroll after the program is completed, will have additional time scheduled with their assigned mentors during the school day to review core values and habits for success, and set goals for the school year.

Mentoring

At DeLaSalle, mentoring is defined as the weekly, one-to-one connection between a student and an assigned adult in the school. The content of these mentoring conversations is generalized so that students can see how habits are supporting and hindering academic, extracurricular, and personal success and any places where support is needed. Together, the pair sets goals, determines strategies for reaching goals, and reflects on successes and setbacks. The mentor is a coach for Habits of Success with check-ins highlighting relevant habit goal areas.

As a mentor, DeLaSalle staff members become the point-person for the student and the family. Students know they can go to their mentor as a central point of contact at the school and, over time, families build a connection with the mentors that allows them to always know that they can reach out about their child's progress or school experience. As such, mentors are typically a liaison between the school community and the student and family. Mentors are also accountability partners for students. With deep understanding of school expectations and the student's learning outcomes, the mentor stays up-to-date with the mentee's progress across all classes and supports the student to build systems to remain on track.

Advisory

Advisory is a daily, small group time created with the purpose of building positive relationships and a supportive community. Each student is assigned to a grade-level Advisory when they enroll at DeLaSalle with a staff member serving in the role of Advisor/Mentor. Activities are meant to help students have a

sense of personal agency and ownership over their time at DeLaSalle, create opportunities for community and belonging, and concrete skill building on the essential habits for future success in life. The primary focus is improving citizenship, preparation for careers/work, and promoting service learning.

Advisory is a credit course and students are required to be present every day. It is intended to be a safe place where all students can share their feelings and emotions, develop a sense of belonging, and hold each other accountable for academic and personal growth.

Extended advisory sessions occur once every two weeks for the Passport to Success (PTS) curriculum. Passport to Success is an 80-module curriculum, including 30 core lessons, focused on ten areas: (1) Self-confidence; (2) Conflict management; (3) Anger management; (4) Career planning; (5) Responsibility; (6) Job preparation; (7) Respect; (8) Workplace readiness; (9) Cooperation; and (10) Teamwork. Teachers are working to become PTS-certified through 32 hours of in-depth life skills training, including hands-on instruction on the implementation of experiential teaching methodologies.

In addition, once a month, students complete a service learning project as part of the curriculum. These projects vary in scope and include working in a soup kitchen or food pantry, beautifying a park, walking with the elderly, reading and tutoring children, and organizing a 5K walk/run to combat diabetes and heart disease. It is important that students develop a sense of what it means to be a citizen and give back to the community. DeLaSalle wants students to not simply be consumers in the community, but change agents who contribute to a healthier, more vibrant Kansas City.

Attendance

Getting students to school is an essential part of reducing high school dropout rates. Absenteeism is the “A” in the ABCs of individual-level predictors of school dropout – behavior is the “B”, and course failure is the “C” (Institute of Education Sciences, 2017)¹³. DeLaSalle staff continuously emphasize how showing up on time and ready to participate is one of the most critical skills for succeeding in life. Many students who come to DeLaSalle have struggled with attendance at other schools. However, DeLaSalle is deeply committed to helping students develop the skills and remove barriers to showing up for school and themselves.

DeLaSalle uses multiple strategies to work with students to maintain positive attendance. For example, DeLaSalle conducts weekly attendance progress checks in advisory, and teachers, advocates, and mentors regularly call students and families to encourage students to come to school and stay in class. For students who are demonstrating patterns of missing school, the Student Development Team creates attendance cohorts/support networks and individual success plans that include incentives, outreach calls, and home visits. Each student’s advisor, in collaboration with the Student Development Team, is committed to unpacking the why behind any attendance issues so that interventions can be tailored to the needs of each student. Ultimately, DeLaSalle believes, and research confirms¹⁴, that students’ desire to come to school will increase through the prioritization of strong relationship building and a positive school culture paired with stimulating educational experiences that connect with students’ interests and career paths.

¹³ Rumberger, R.W. (2017). Preventing Drop-out in Secondary Schools. Washington, D.C. Institute of Education Sciences, U.S. Department of Education.

¹⁴ Sparks, S. (2019). Why Teacher-Student Relationships Matter. Education Week. This article states that “A Review of Educational Research analysis of 46 studies found that strong teacher-student relationships were associated in both the short- and long-term with improvements on practically every measure schools care about: higher student academic engagement, attendance, grades, fewer disruptive behaviors and suspensions, and lower school dropout rates. Those effects were strong even after controlling for differences in students’ individual, family, and school backgrounds.”

Student Discipline

DeLaSalle's new leadership team is committed to reducing a focus on punitive consequences for misbehavior and limiting the use of out-of-school suspensions, as research demonstrates that zero-tolerance policies push out students without improving school safety, increase the number of youth involved with official legal systems, and fail to increase graduation rates (WestEd, 2019)¹⁵. Embracing restorative justice practices, the school has begun utilizing new relationship-centered and student-empowering strategies. These practices include a peer jury system in which students assist with repairing harm and determining consequences, student facilitated parent conferences during which plans are created, and a mediation process where students can talk with adults about incidents that occurred and how do handle situations differently moving forward. Ultimately, the focus is on relationships and utilizing the school's core values and habits for success to empower students in building and maintaining a positive school climate. In the event that more serious or repeated incidents occur, the student handbook includes a code of conduct with escalating interventions and disciplinary actions that are followed by all staff. The Director of Student Services and Dean of Culture and Climate will assist in building staff's understanding and use of restorative justice practices during weekly and full-day professional development sessions.

Through building meaningful relationships, DeLaSalle teachers and staff become intimately aware of what students are experiencing inside and outside of school. With far too many students exposed to traumatic events, such trauma significantly affects students' lives. The research is clear: "Exposure to traumatic events can disrupt brain development and can have immediate and lifelong adverse effects on social, emotional and physical wellbeing, including deficits executive functioning, developmental delays, behavioral health problems, difficulty regulating emotions and behavior, academic performance and IQ, school behavior problems, delinquency, substance abuse, and mental health and psychiatric disorders" (Maynard, 2019)¹⁶. Given these implications, DeLaSalle teachers and staff must be properly trained in supporting students in dealing with such trauma. The services agreement with SWOPE Health Services, found in Exhibit D, includes professional development related to trauma-informed practices and mental health referrals. Additionally, the tiers of support in the school's MTSS program are reviewed with staff during the weekly professional development sessions to ensure they are aware of the interventions available for students struggling with the effects of trauma.

B.1 Missouri Non-Profit

DeLaSalle affirms its legal status as a Missouri non-profit corporation with compliant non-profit Articles of Incorporation, Bylaws, and Federal and State tax-exempt statuses. Board members have regular trainings, held at least annually, which focus in part on compliance including the Missouri Sunshine Law and Missouri Ethics Commission requirements.

¹⁵ Fronius, T. et al. (2019). Restorative Justice in U.S. Schools. An Updated Research Review. San Francisco, CA. WestEd Justice and Prevention Research Center.

¹⁶ Maynard, B.R. et al. (2019). Effects of Trauma-Informed Approaches in Schools: A Systematic Review. Campbell Systematic Reviews. Volume 15, Issue 1-2.

B.2 Governing Board Composition

DeLaSalle's Board of Trustees includes six individuals who are deeply committed to the school's turnaround and possess a diverse range of skill sets and expertise for effective governance. As the Board reconstituted in the Spring of 2018, all Board members were replaced with the exception of one member for the purpose of retaining historical knowledge. Board members have legal, financial, non-profit, and human resources expertise among other passions and skills that draw them to DeLaSalle's mission. Below are brief biographies for each Board member.

David Oliver – Board President

David Oliver is an attorney with the Kansas City law firm Berkowitz Oliver LLP, which specializes in civil trial work. He chaired the management committee of the firm for 13 years. He also has his own consulting practice, DavidFieldOliver LLC, which helps companies diversify and strengthen their Boards and implement best practices in Board/management relations. He has a particular interest in issues of diversity, equity, and inclusion in building a better community in the Kansas City region. He is a graduate of Haverford College (B.A. with honors in history, elected to Phi Beta Kappa) and Boston University School of Law.

David Desai-Ramirez – Board Treasurer

David Desai-Ramirez is Executive Director – Southern Region of IFF – a Community Development Financial Institution certified by the U.S. Department of the Treasury. Over the last three-and-a-half years at IFF, David has worked on projects including early childhood center and K-12 expansion, fresh food access, and nonprofit co-location. David holds a B.S. in Bioengineering from Rice University and an M.B.A with a concentration in Finance from the Olin Business School at Washington University.

Lisa Krigsten – Board Secretary

Lisa Krigsten is a partner in Dentons' White Collar and Government Investigations practice and Office Managing Partner in the Dentons' Kansas City office. A former Federal prosecutor, Lisa advises and represents US and foreign multinational companies, their senior management, and their Boards of Directors in investigations and related complex criminal and civil litigation. She is a graduate of the University of Kansas (B.A. in political science) and the University of Iowa College of Law.

Deidre Anderson – Board Member

Deidre Anderson is the Chief Executive Officer of United Inner City Services (UICS) in Kansas City, Missouri. UICS is the home of St. Mark Child and Family Development Center, which is a high quality early childhood program located in the 12th St. corridor. Ms. Anderson's background in public education, community development, and child welfare lends a unique perspective to nonprofit administration. Ms. Anderson holds a Bachelor of Science in Elementary Education and Social Work from Simpson College in Indianola, Iowa and a Master of Public Administration with an Urban Administration emphasis from the University of Missouri, Kansas City.

Scott Ferber – Board Member

Scott Ferber is Vice President of Commercial Sales North America for IBM. In this role, Mr. Ferber is responsible for revenue, profit, market share growth, and client satisfaction with companies ranging from Fortune 500 to Small and Emerging Businesses. Mr. Ferber has been with IBM for more than 35 years and holds a Bachelor of Engineering from the University of Kansas and an M.B.A. from the University of Missouri-Kansas City.

Vicki Stofer – Board Member

Vicki Stofer is a founder and current Human Resources and Agency Services Director for Trozzolo Communications Group. In this role, Ms. Stofer oversees human resources, administrative services, and

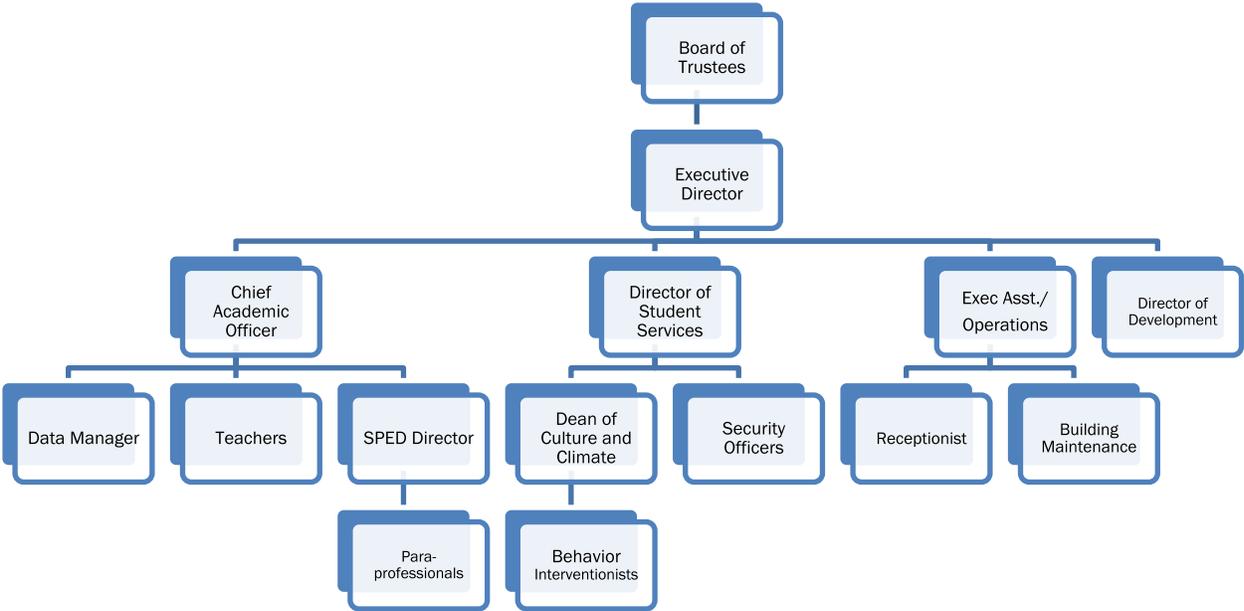
facilities functions of the agency, including managing recruitment and talent development, implementation and management of employee benefits, agency procurement, and contract management. Ms. Stofer holds a BSBA degree with an emphasis in marketing from the University of Arkansas.

The Board of Trustees meets monthly and has 12 dates established and published on the school’s website for the 2019-20 school year. School and EdOps leadership attend each meeting to share and discuss the Executive Director Report and Financial Report, along with other critical business in order to ensure the Board of Trustees has the appropriate information needed to provide effective performance oversight. The monthly finance report contains key performance indicators, including cash on hand and gross margin, and annotated monthly financials to allow the Board of Trustees to monitor the school’s financial position and ensure the financial turnaround is sustained. The Board of Trustees also commits to tracking performance outcomes in relation to proposed contract goals and requesting progress updates if and when available throughout the school year both through a monthly Executive Director report and performance dashboard.

Additionally, the Board of Trustees is well-versed in the Missouri Sunshine Law and commits to open meetings and use of execution session only for matters stipulated by law. Board members participate in compliance and best practice trainings bi-annually and have attended governance trainings with Charter Board Partners, coordinated by the Missouri Charter Public School Association. For the 2019-20 school year, half the Board of Trustees has already participated in training from the state with the remainder planning to participate in training prior to the end of the 2019-20 school year.

B.3 Management and Operation

DeLaSalle Charter High School Organizational Chart, 2019-20 School Year



The organizational structure of DeLaSalle has been intentionally re-structured to support efficient and effective oversight and leadership. The Executive Director is responsible for executing on the DeLaSalle

mission and vision, maintaining financial stability, and ultimately turning around the school community to accelerate the attendance, learning, graduation, and life success of every student. As noted above, the Board of Trustees and search committee were thrilled to welcome Mr. Sean Stalling into this role in Summer 2019. Mr. Stalling brings a renewed confidence in DeLaSalle's direction and future. The Executive Director works closely with the CAO, Director of Student Services, Executive Assistant, and Director of Development to oversee the instructional program, climate and culture, social and behavioral supports, strategic development, and college-and-career opportunities for students.

The CAO, as the academic leader in the building, is responsible for teacher supports and development, curriculum, assessments, and tracking of students' academic progress. The CAO is also responsible for ensuring implementation of a quality, compliant special education program, and the academic requirements of the Missouri Option Program. This position is currently filled by Ms. Sara Reiter. Ms. Reiter has served in various education roles in the Kansas City region from high school math teacher to instructional coach and has also been a Director with the Diplomas Plus program. This range of experiences will be optimized both in setting and implementing strong instructional practices, as well as infusing entrepreneurship and career-related experiences inside and outside the classroom.

Staff of Exceptional Specialties Group, Inc., the contracted special education firm, including the Director, teachers, and paraprofessionals, report to the CAO. Lastly, a data manager position reports to the CAO to assist with the analysis and use of various performance data to inform students' schedules, plans, and supports and teachers' practices.

The Director of Student Services is responsible for building the school's climate and culture, executing the advisory model, and coordinating both support services and career experiences inside and outside the school building. This position is currently filled by Mr. Chris Madden. Mr. Madden has more than 15 years of experience in the education sector in Kansas City. He has been a teacher and a non-profit leader with an expertise in creating partnerships and student programs, including those focused on college and career preparation.

A Dean of Culture and Climate and two security officers report to the Director of Student Services. The Dean is responsible for developing a positive, relationships-focused climate in the building, implementing restorative justice practices, and utilizing the Code of Conduct, as needed, consistently. The Dean works closely with the Director of Student Services to support students' holistic development and teachers in creating classroom environments of respect and rapport. Two Behavior Interventionist (one employed by the school and one contracted through Communities in Schools) report to the Dean. The Behavior Interventionist are the first line to help correct and repair student behavior issues. They serve in a capacity to de-escalate behavior, support positive attendance, as well as to provide emotional support and advocacy to students when necessary.

All new to DeLaSalle as of Summer 2019, Mr. Stalling, Ms. Reiter, and Mr. Madden have already become a highly collaborative, productive team with a clear delineation of roles and responsibilities. Given their collective breadth and depth of experiences in public education, it can be affirmed that this leadership team understands requirements related to health and safety, student data and records, State and Federal compliance, and hiring checks. Job descriptions for the positions in the organizational chart can be found in Exhibit E.

DeLaSalle contracts with EdOps, a reputable firm with expertise in school finance and operations, for finance, accounting, and data reporting services. EdOps manages the school's budget, invoices, and payroll. They also are responsible for submitting the six cycles of data to Core Data and the Missouri Student Information System (MOSIS). Additionally, the Executive Assistant/Operations position is responsible for policy development and additional compliance reporting requirements.

With plans to fully execute the Freshman Academy model next school year with a larger ninth grade class, a Freshman Academy Director will be hired by summer 2020 to oversee the day-to-day operations, needs, and interventions of this entering class as they acclimate to DeLaSalle and hopefully remain on track to sophomore year and graduation. This position will report to the CAO as the role will act as lead teacher to the Freshman Academy (smaller learning community). This role will also assist in growing teacher leadership capacity and developing an internal leadership pipeline for DeLaSalle. The Freshman Academy team will receive robust training on the model from the Network for College Success at the University of Chicago.

The projected five-year budget, found in Exhibit C, utilizes the following staff schedule:

Staffing Schedule						
	SY19-20	SY20-21	SY21-22	SY22-23	SY23-24	SY24-25
# Instructional Staff	9	12	14	19	21	22
# Non-Instructional Staff	6	6	8	8	8	8
# Total Staff	15	18	22	27	29	30
Staff to Student Ratio	1:7	1:8	1:9	1:11	1:11	1:12

As the school seeks to increase its enrollment from 120 this school year to 325 by the end of the next charter term, additional instructional and non-instructional staff will be hired as outlined. A low staff to student ratio will be maintained to ensure each student continues to receive individualized supports and plans as the school expands.

B.4 Staff Recruitment, Retention, Replacement, and Training

DeLaSalle is committed to developing and retaining a staff who deeply believes in the school’s mission and the capacities of every child who enrolls. Given the school size, DeLaSalle is able to build a team that feels like family and values collaboration and learning from one another. DeLaSalle’s teaching staff includes nine dedicated teachers, as well as one special education paraprofessional. Teachers actively work and plan together before and after school, during preparatory periods and weekly professional developments, as part of peer-to-peer learning walks and following quarterly professional learning cycles.

DeLaSalle believes in empowering and building the capacity of its teaching staff to learn from one another and support each other’s professional growth. The school has established an Instructional Leadership Team (ILT), which includes the Executive Director, CAO, Director of Student Services, and four teachers. Teachers are intentionally a part of this team because they have deep insight into what is working/not working for DeLaSalle students and can support greater buy-in staff wide for instructional and development priorities.

The ILT is utilizing a Framework for Achieving Powerful Results, developed by Targeted Leadership Consulting, which includes: (1) developing shared leadership to build a culture of collaboration; (2) targeting an area of the instructional program to improve learning for all students; (3) examining student work and data to guide instructional practices and professional learning; and (4) building instructional expertise through targeted professional learning in the use of effective, research-based practices. Mr. Stalling, DeLaSalle’s Executive Director, has served as a Senior Consultant for Targeted Leadership Consulting and experienced firsthand how implementing the components of this Framework can lead to dramatic improvements in student learning.

The scope of this shared leadership includes developing the school's plan for professional development, analyzing data to understand what is and is not working (with expertise built up by Chief Academic Officer and Executive Director as noted in A.3), and building teacher capacity through peer coaching. However, the ILT is not involved in formal teacher evaluation or hiring and dismissal decisions; instead, those will be led by the Chief Academic Officer and Executive Director.

The ILT also constructs and leads weekly two-hour professional development sessions. The group also makes decisions regarding the Danielson Framework strands of focus for each quarterly professional learning cycle. For example, the current quarter is focused on (1) a climate of respect and rapport; and (2) student engagement, with ILT observation feedback rooted in developing teachers' expertise in these areas. These opportunities for greater involvement of the teaching staff not only builds a culture of collaboration, but also serves as a retention strategy as teachers recognize that paths for additional responsibility exist and are supported by leadership.

Professional development during the 2019-20 school year has largely focused on the Danielson Framework for Teaching and the school's climate and culture priorities, including advisory, Pathways to Success, and service learning. Given a new leadership team and seven of nine teachers being new to DeLaSalle this year, a focus on the essential foundations for instructional quality and building a positive school climate are a must for establishing consistent expectations across all adults in the building. As noted previously, school leadership has also invested in an FFT online learning library so that teachers have access to additional supports and professional development that they can access on their own time in addition to weekly professional development and quarterly ILT feedback. With strong, foundational building blocks in place by the end of this year, professional development will expand to include a more intensive focus on project-based learning and real world experiences aligned with the career pathways program. Surveys are distributed to staff at the end of each professional development to assess their satisfaction with the content and use of time as well as to solicit new ideas on future professional development sessions. Such results are reviewed and utilized by the ILT in planning weekly Wednesday and full day professional developments.

DeLaSalle will be aggressive in searching for new talent to bring to the school. The school is building partnerships with universities and teacher preparation programs, such as Teach For America, to access talent. The Executive Director also plans to utilize his robust networks to source talent from outside the Kansas City region. Beginning this school year, DeLaSalle plans to host special recruitment sessions that focus on the growth and development of under-represented groups in the teaching profession. DeLaSalle believes it offers a unique value proposition in prioritizing both work satisfaction and intentional development of teacher leaders that will draw talent to the school. Opportunities such as Academy leads, participation in the ILT and Student Development Team, as well as intentional training on trauma-informed care, data analysis, and intervention, make DeLaSalle an incredible place to work, learn, and grow. DeLaSalle wants to be a place at which teachers grow not only as the future education leaders in the Kansas City area, but as reform agents across the country as well.

Finally, DeLaSalle affirms that the school will not employ any teachers with a certificate of license to teach that has been suspended or revoked by the State Board of Education (per Section 168.071) and that all staff are, and will be, enrolled in the appropriate pension fund.

B.5 Student Recruitment and Enrollment

As described in A.1, DeLaSalle is excited to begin a Freshman Academy and build out a stimulating high school program while remaining committed to serving opportunity youth. The school’s projected enrollment over the next charter term is provided below.

DeLaSalle will aggressively recruit ninth graders into the Freshman Academy program. This recruitment will position DeLaSalle as a viable ninth through twelfth grade high school in Kansas City. In addition, the school will backfill seats in tenth through twelfth grade to reach targeted enrollment numbers. On average, DeLaSalle will be prepared to serve 40 to 50 students in need of the Credit Recovery program, plus 25 to 30 students that qualify for the Missouri Option program. This strategic approach allows DeLaSalle to continue the redesign while still serving 65 to 80 students who would otherwise be in danger of dropping out of school.

The numbers included in the chart below represents an 85% on track rate (15% attrition rate) from ninth to tenth grade and an 80% on track rate (20% attrition rate) for tenth through twelfth grade. The estimated Credit Recovery seats are included within the tenth through twelfth grade rows below. Missouri Option numbers are based on seat capacity with both a morning and afternoon program offered aligned with program requirements.

DeLaSalle Enrollment Projections					
	School Year 2020-21	School Year 2021-22	School Year 2022-23	School Year 2023-24	School Year 2024-25
9 th grade	60	60	65	75	80
10 th grade	30	65	65	65	75
11 th grade	25	40	65	65	70
12 th grade	40	35	50	65	70
MO Option	25	30	30	30	30
Total	180	220	275	300	325

DeLaSalle is a proud participant in SchoolAppKC – a special project of Show Me KC Schools – that seeks to streamline the charter application process for families. SchoolAppKC utilizes a simple eight question online application that is being utilized by 16 charter schools in Kansas City. This application will be used for all three student groups served by DeLaSalle – rising ninth graders, credit recovery students, and MO Option students. Should more students apply than spaces available, a completely random lottery will be conducted. Then, based on lottery order, the school will fill the 80 rising ninth grade seats, 30 MO Option seats, and remaining credit recovery seats.

The SchoolAppKC system automatically notifies accepted students after the lottery by text, email or both, depending on the preference selected in an application. Families are expected to select a school by March 22, a deadline set by SchoolAppKC. Thereafter, families complete DeLaSalle’s enrollment process with the school happy to assist any family with questions regarding steps to secure enrollment. Three waiting lists will be maintained for students who are not selected in the lottery in order of draw: (1) Rising ninth graders; (2) Possible MO Option eligible; and (3) Other applicants (e.g., tenth through twelfth grade, credit recovery). As spots become available, the respective waiting list is utilized to contact the next student in order. Should the rising ninth grade and/or MO Option waiting lists be exhausted, the next student(s) on the third waiting list will be contacted to maximize enrollment of students interested up to the total

enrollment count. The school will fill seats that open on a rolling basis throughout the year, pulling from the waitlist or new applications should the waiting list be exhausted, and build a program that best matches the individual needs and path to graduation of each student.

DeLaSalle is committed to equitable, compliant enrollment practices and affirms its mandate to serve any student who is accepted and enrolls, regardless of background or need. The school prohibits discrimination against any potential student on the basis of race, color, ethnicity, national origin, religion, disability, gender, sexual orientation, gender identity and expression, income level, proficiency in the English language or any other legally protected characteristics.

Retention and Attrition

Annual retention targets have been set for each grade level: 85% for ninth grade and 80% for tenth through twelfth grade. While DeLaSalle will never give up on any student, it also acknowledges that, given the school's location and population, there are higher levels of mobility and homelessness, which may lead to some attrition. Thus, the school feels attrition rates of 15% for ninth graders and 20% for tenth through twelfth graders are reasonable targets to achieve and seek to surpass.

Multiple facets of the school's overall program, described above, help drive student retention. Given the extensive research related to the role of smaller learning communities and an intense focus on ninth grade for increasing the likelihood of remaining in school to graduation (Consortium on School Research at the University of Chicago¹⁷ and MDRC¹⁸), DeLaSalle strongly believes that the overall small school size and dedicated Freshman Academy will encourage students to remain committed to their education. Additional wraparound and individualized supports from credit recovery, advisory, and mentorship to mental health referrals, counseling, and trauma-informed practices all serve to keep DeLaSalle students committed to their education. All teachers and leadership are deeply invested in understanding the needs and aspirations of each student and providing opportunities tailored to their long-term goals.

Recruitment Efforts

Prior to new leadership, multi-faceted, proactive recruitment efforts were not established, with most students coming to DeLaSalle through word of mouth or family recommendation. However, given the forthcoming full implementation of the redesign plan and expansion of students served, leadership recognizes the importance of implementing multiple engaging recruitment efforts early and often. These efforts this school year and during the next charter term include:

- Development of new marketing materials aligned with the school's redesign;
- Participation in citywide fairs;
- Targeted marketing, phone calls, and mailings;
- Radio and newspaper advertisements; and
- Social media messaging.

The school intends to strengthen existing and build new partnerships with neighborhood District schools and Kansas City charter schools with eighth grade students transitioning to high school and local community organizations, including churches, service agencies, advocacy groups, and other non-profit organizations.

¹⁷ Easton, J.Q., & Allensworth, E.M. (2005). *The On-Track Indicator as a Predictor of High School Graduation*. Chicago, IL. University of Chicago Consortium on School Research.

¹⁸ Somers, M., Garcia, I. & Quint, J. (2016). *The Effect of Ninth Grade Academies on Student Academic and Behavioral Outcomes*. MDRC.

DeLaSalle has also engaged Citizens United – a marketing firm based in Chicago – to support with strategic, targeted recruitment efforts that have historically demonstrated success in similar contexts. Mr. Stalling utilized this firm to successfully increase enrollment at a school in Chicago where he led turnaround efforts. Through this partnership, DeLaSalle has created a targeted strategy to reach both rising ninth grade students considering different high school options and opportunity youth for whom the school has historically served. DeLaSalle’s continued commitment to serving students who are on the brink of dropping out permanently and in need of a new option to better meet their needs cannot be overstated. In addition to targeted recruitment efforts to opportunity youth, the school intends to continue building relationships with local charter and District schools to ensure they are aware of the program options available at DeLaSalle.

Right from the start, new leadership prioritized the introduction of new recruitment efforts, which are already presenting positive results. The school was fully enrolled at the start of the 2019-20 school year with a waiting list of roughly 35 students (nearly a fourth of the school’s total enrollment).

C.1 Budget

As noted in the opening, DeLaSalle was in financial crisis and on the brink of closure in the Summer of 2017. Without philanthropic support, the expertise of EdOps, and significant structural and operational changes, the school would have most likely shut its doors permanently. Between 2017 and 2019, the school has transitioned from a \$1.5 million deficit to a \$400,000 surplus. New leadership at all levels (Board, school administration, EdOps) are diligently keeping and tracking enrollment and attendance data and prioritizing student recruitment plans to ensure that problems of the past are not repeated. EdOps has access to average daily attendance information and provides enrollment and attendance analytics to the Board and school leadership monthly and more often as requested. Financial viability has been restored and the anticipated fund balance of \$170,000 in the audit for Fiscal Year 2019 should lead to subsequent removal from the State’s Financial Watch list.

Confidence continues to rise as the school’s enrollment and attendance rate for this school year surpass budget projections. With plans for modest, continued enrollment growth over the next charter term, the school is confident that a balanced budget will be maintained and that the exciting new program design can be implemented. A sound five-year budget has been drafted that sets forth conservative projections while allowing for the programming and services to execute its plans and track towards its vision for all students. Five-year budget projections and assumptions can be found in Exhibit C.

C.2 Financial Management

DeLaSalle is committed to sound financial practices that comply with applicable law and support a high functioning organization. To this end, the school values its partnership with EdOps for finance and accounting services as the firm has played a significant role in turning around the school’s financial health and practices. EdOps has completely overhauled DeLaSalle’s financial infrastructure, changed from accrual to cash accounting in accordance with State expectations, and implemented sound financial controls. Accounts payable is reviewed weekly between EdOps and the school with a three tiered approval process – two layers of review take place by an EdOps employee and school employee with subsequent payment authorization by the DeLaSalle Executive Director. EdOps also manages the school’s bi-monthly payroll with the master payroll file approved by the Executive Director and any deviations requiring written approval.

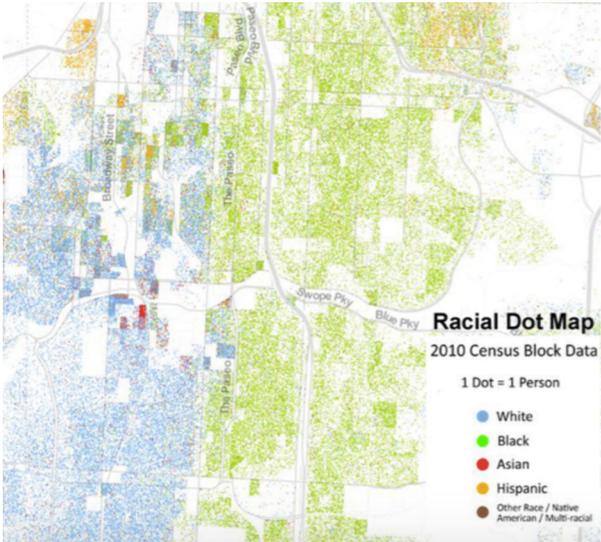
DeLaSalle is committed to financial transparency both with its Board of Trustees and the public. EdOps prepares a Financial Report for each monthly Board meeting, which includes outcomes on key performance indicators, a forecast overview, cash forecast, forecast history, monthly financial, balance sheet, and check register. The Financial Report is included in the Board Packet posted to the school’s website. Additionally, school finance reporting requirements from the Missouri Department of Elementary and Secondary Education are followed, and income, expenditure, and disbursement information for the current fiscal year are posted on the school’s website.

DeLaSalle contracts with a third party, independent auditor to complete an annual audit following the June 30th close to the fiscal year. For Fiscal Year 2018, the auditing firm did not identify any deficiencies in internal controls that would be considered material weaknesses and found no instances of noncompliance.

C.3 Facility

The DeLaSalle building is a community icon, located in the heart of the Troost Corridor and Squier Park neighborhood. After no major upgrades since 1991, the school underwent an \$8 million expansion between 2012 and 2014, redeveloping 1.53 acres of property and adding 18,000 square feet to the facility, including a new media center, child development center, student press, and offices for additional partners and support services. The opportunities this opened for students and the school community were immense. At the same time, the updated facility was also meaningful for its role in adding vibrancy to a part of the Troost Corridor that had historically been neglected and catalyzing further development.

The Troost Corridor has been cited as one of the most prominent racial and socioeconomic borders in Kansas City. One block east of Troost means an annual average household income that is \$20,000 less than a household one block west of Troost, according to University of Missouri-Kansas City Professor Brent Never¹⁹. Furthermore, there are zip codes east of Troost where average life expectancy is 15 years less than zip codes west of Troost. Stark racial division exists east and west of Troost Avenue as displayed to the right.



With DeLaSalle sitting directly on this dividing line, there is opportunity. As the city wrestles with the impacts of growth and new development along Troost, DeLaSalle believes it can play a positive role in bridging divides and ensuring families and neighborhoods historically neglected by this segregation are given greater opportunity. The entrepreneurial innovation space and partnership with PREP-KC is just one way DeLaSalle is already committed to being part of positive community change for all residents.

Building Ownership

Effective as of June 2018, facility ownership transferred from the DeLaSalle Real Estate Holdings to SchoolSmartKC, with the consent of all parties involved, to ensure the school would not default on current

¹⁹ Salzman, E. (2018). For Decades a Dividing Line, Troost Ave. in Kansas City, MO Sees New Hope. NBC News.

loans and reduce financial strain on the school. With the transfer and end to the New Markets Tax Credit, DeLaSalle is no longer paying rent for the facility outside of a \$1 per square foot fee as an operational reserve.

Future Plans

As part of redesign planning during the 2018-19 school year, GastingerWalker&, a local architecture firm, was hired to assess the facility and complete a facilities master plan. As the school fully rolls out the redesign and new program elements during the next charter term, the plan can be utilized to consider updates to the facility. For the 2020-21 school year, leadership intends to occupy an unused portion of the 4th floor for dedicated Freshman Academy rooms. Underutilized first floor space will also be used for a student-run school store that will sell spirit wear to schools across the city, the Innovation Space described above, and entrepreneurial pop-up shops, as well as re-starting the student printing press.

C.4 Contracted Services

Finance and Accounting

DeLaSalle contracts with EdOps, a reputable firm with expertise in school finance and operations, for finance and accounting services. EdOps provides support to approximately 80 school organizations and has earned a 98% three-year retention rate with its clients. Greater detail regarding this partnership is provided in C.2 Financial Management.

Transportation

Students who live within one mile of the school are considered "walkers." All other students are issued a 31-day Metro bus pass that will be handed out at the beginning of each month. The school also re-affirms its responsibility to provide transportation for any students with disabilities as outlined in the IEP.

Food Services

DeLaSalle partners with Kansas City Public Schools to provide breakfast and lunch for all students.

Technology

DeLaSalle utilizes the Tyler Student Information System (SIS). The new SIS was purchased for use in the 2018-19 school year at the predetermined rate established by the Missouri Department of Elementary and Secondary Education as Tyler Technologies Inc. won the State's competitive bid.

Early Childhood Program for Students with Children

Operation Breakthrough runs an early childhood program on-site at DeLaSalle for students and staff with young children at a discounted price. This opportunity allows students to remain engaged in their high school education while minimizing the worries and costs of childcare. Operation Breakthrough's early childhood program has maintained national accreditation since 2005 and emphasizes hands-on learning experiences, supportive teacher interactions, and language-rich environments. The school has also established a partnership with St. Mark's Center less than two blocks from the school where DeLaSalle students are given seat priority. The motivation is a belief that factors in life, like unexpected pregnancy, should not prevent a student from completing their high school education.

Section B Dissemination of Best and Promising Practices

DeLaSalle has formed a partnership with Hogan Preparatory Academy Charter School to collaborate and share promising practices related to the advisory model and career-focused programming. For example, staff from Hogan Prep joined DeLaSalle for a professional development session related to delivering the Passports to Success curriculum. This partnership was formed through receipt of real-world learning community grants from the Kauffman Foundation. Both schools entered the grant cycle this year with all recipients meeting monthly to discuss priorities, brainstorm ideas, and receive feedback as a group. With support of this grant, DeLaSalle has been able to deepen the work of the ILT and offer career experiences in partnership with Operation Breakthrough for all ninth and tenth grade students.

DeLaSalle looks forward to expanding its dissemination of best practices during the next charter term as the school's redesign model is fully implemented. Based on exciting, promising work underway, the school anticipates being at the forefront of successful ninth grade academies to keep students on track to graduation, development of ILTs rooted in teacher empowerment, an advisory model that supports the development of the whole child, and career exposure through hands-on learning.

Conclusion

DeLaSalle students, as well as students across the Kansas City metro area, deserve a school that is more than a last chance high school. Instead, they deserve a stimulating and supportive school environment that ignites their entrepreneurial spirit and champions their education potential and future plans. The DeLaSalle Board of Trustees and school leadership acknowledge that outcomes over the past charter term have been unsatisfactory. However, bold steps have already been taken to reconstitute leadership and transform the school's financial health in a short time. While thoughtful redesign plans have been developed, a new charter term is needed to fully implement and refine a new program to best meet students' holistic needs and drive their long-term success. There is renewed energy around the beacon in Kansas City that is DeLaSalle. A new charter term will ensure that every child, no matter his/her circumstances, will be educated and supported.

EXHIBITS

Exhibit A – Program Overview

**MANY STUDENTS, DIFFERENT NEEDS,
ONE SCHOOL, SAME GOAL!**



	9 th Grade Students	10 th - 12 th Grade Students	Missouri Options Students
Method for Success	<ul style="list-style-type: none"> • A supportive school culture that prepares them for life after high school • A strong start to high school by leaving freshman year on track to graduation • A strong curriculum that connects high school and industry standards in a real authentic way 	<ul style="list-style-type: none"> • A supportive school culture that prepares them for life after high school • A relevant curriculum that connects high school and industry standards in a real authentic way • Flexible scheduling and programming to allow students a fresh start to recover credits 	<ul style="list-style-type: none"> • A supportive school culture that prepares them for life after high school • Flexible programming that allows students to maintain work and other life commitments while finishing their HS diploma • Competency-based completion of the High School Equivalency Test
Supports	<ul style="list-style-type: none"> • Freshman Academy structured as a smaller learning community with strong teaming and teacher collaboration. • Bi-weekly progress monitoring focused on on-track data metrics (Academics, Behavior and Attendance) to improve student performance • Supplemental classes and tutoring services to help students succeed in core content classes • Exposure and exploration to entrepreneurship careers and industry 	<ul style="list-style-type: none"> • Flexible programming in core content classes that are needed for immediate credit recovery • Access to supplemental online credit recovery • Bi-weekly progress monitoring focused on on-track data metrics (Academics, Behavior and Attendance) to improve student performance • Exposure and experiences to entrepreneurship careers and industry 	<ul style="list-style-type: none"> • Half-day structure to provide work, volunteer, dual credit or other school sponsored opportunities for students • Autonomy for students to work at their own pace to ensure successful learning of competencies
Structures	<ul style="list-style-type: none"> • Development of Entrepreneurial mindsets and Design Thinking through exploration and experiences during 9th and 10th grade. • Capstone industry experiences tailored to student interest in high demand fields in the KC area • Access to mentors, tutoring, and high quality social emotional mental health services 		
Results	<p>Graduation from High School with a Market Value Asset (MVA)</p> <ul style="list-style-type: none"> • College Credits (9+) • Industry Recognized Credentials • Career Experiences • Entrepreneurial Experiences 		

Exhibit B – School Calendar



2019-2020 School Calendar

AUGUST 2019						
S	M	T	W	R	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER 2019						
S	M	T	W	R	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Student Orientation	Aug. 6, 2019
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First Quarter: August 12 - October 10	
First Day of School for Students	Aug. 12, 2019
No School - Labor Day	Sept. 2, 2019
No School - Teacher Prof. Dev.	Sept. 13, 2019
No School - Teacher Work Day	Oct. 11, 2019

OCTOBER 2019						
S	M	T	W	R	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER 2019						
S	M	T	W	R	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Second Quarter: October 14 - December 20	
No School - Parent Teacher Conferences	Oct. 17, 2019
No School - Teacher Prof. Dev.	Oct. 18, 2019
No School - Fall Break	Nov. 25-29, 2019
No School - Winter Break	Dec. 23 - Jan. 3

DECEMBER 2019						
S	M	T	W	R	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JANUARY 2020						
S	M	T	W	R	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Third Quarter: January 7 - March 13	
No School - Teacher Work Day/Prof. Dev.	Jan. 6, 2020
No School - MLK Day	Jan. 20, 2020
No School - Parent Teacher Conferences	Feb. 13, 2020
No School - Teacher Work Day	Feb. 14, 2020
No School - President's Day	Feb. 17, 2020

FEBRUARY 2020						
S	M	T	W	R	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

MARCH 2020						
S	M	T	W	R	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Fourth Quarter: March 24 - May 22	
No School - Spring Break	Mar. 16-20, 2020
No School - Teacher Work Day/Prof. Dev.	Mar. 23, 2020
No School - Spring Holiday	Apr. 10, 2020
Graduation	May 15, 2020
Last Day of School for Students (Half Day)	May 22, 2020
Last Day for Teachers (Half Work Day)	May 22, 2020
Holiday - Memorial Day	May 25, 2020
Snow Make Up Days (if needed)	May 26-29, 2020

APRIL 2020						
S	M	T	W	R	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY 2020						
S	M	T	W	R	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

KEY

- No School
- Start/End of Quarter
- Parent Teacher Conferences
- Graduation
- Snow Make Up

Exhibit C – Five-Year Budget Projections and Assumptions

Budget Year	SY18-19	SY19-20	SY20-21	SY21-22	SY22-23	SY23-24	SY24-25
Enrollment Target	92	120	180	220	275	300	325
Attendance %	78%	80%	80%	80%	80%	80%	80%
Attrition	18%	15%	15%	15%	15%	15%	15%
End of Year Students	80	102	153	187	233	255	276
ADA	71	89	133	163	204	222	241
FRL	12.1	17.9	22.1	32.9	40.9	44.8	48.5
SPED	1.6	1.4	2.1	2.6	3.2	3.5	3.8
WADA	84.74	108.35	157.20	198.48	248.17	270.39	293.36
Payment/WADA	\$ 8,582	\$ 8,437	\$ 8,700				
# Instructional Staff	9	9	12	14	19	21	22
# Non-Instructional Staff	3	6	6	8	8	8	8
# Total Staff	12	15	18	22	27	29	30
Staff: Student Ratio	1:7	1:7	1:8	1:9	1:11	1:11	1:12
Revenue							
Local Revenue	184,071	90,208	107,813	156,409	197,490	246,930	269,034
State Revenue	719,349	972,678	1,348,059	1,702,125	2,128,270	2,318,845	2,515,899
Federal Revenue	280,519	385,419	384,870	466,565	577,840	629,850	679,622
Private Grants & Donations	1,249,652	855,000	700,000	654,500	582,500	510,000	414,000
Total Revenue	2,433,590	2,303,305	2,540,741	2,979,600	3,486,100	3,705,624	3,878,555
Operating Expense							
Salaries	697,067	877,778	1,056,335	1,303,025	1,577,116	1,724,429	1,826,162
Benefits and Taxes	249,414	218,757	296,139	365,803	447,192	490,088	519,580
Staff-Related Costs	18,011	6,192	17,608	21,605	27,029	29,703	32,286
Rent	72,750	20,000	-	-	-	-	-
Occupancy Service	280,361	332,470	284,926	293,474	302,278	311,347	320,687
Student Expense, Direct	321,474	350,503	369,043	403,360	441,143	462,816	493,202
Student Expense, Indirect	51,045	51,533	73,324	89,664	111,780	122,401	132,556
Office & Business Expense	309,855	285,020	375,516	408,443	438,128	443,626	460,707
Transportation	31,024	32,915	41,517	46,328	52,233	56,266	59,939
Total Operating Expense	2,031,001	2,175,167	2,514,408	2,931,702	3,396,899	3,640,676	3,845,119
Net Operating Income	402,589	128,137	26,333	47,897	89,202	64,948	33,436
Beginning Cash, July 1	205,000	414,939	543,076	569,410	617,307	706,509	771,457
Cash Flow Adjustment	(192,650)						
Ending Cash, June 30	414,939	543,076	569,410	617,307	706,509	771,457	804,894
Fund Balance %	20.4%	25.0%	22.6%	21.1%	20.8%	21.2%	20.9%
Days of Cash on Hand	74	90	82	76	75	76	75

Exhibit B (continued) – Five- Year Budget Projections and Assumptions

REVENUE	
Local Revenue	Local revenue comprised primarily of Proposition C, which is based on prior year Weighted Average Daily Attendance (WADA). Thus, local revenue increases in line with annual WADA increases. Proposition C has been projected at a flat rate of \$995/Prior Year WADA. In Fiscal Year 20, Proposition C is expected to pay at \$1,008/Prior Year WADA.
State Revenue	State revenue has been projected at a flat rate of \$8,700/WADA. This projection is based on expected 'true up' of Kansas City Public Schools to charters for local effort payment mechanism breakdown. If a resolution on funding equity is achieved, this projection would be very conservative. The school's expected WADA and each component of WADA can be seen in the budget.
Federal Revenue	Federal revenue, comprised of Title funding, IDEA Part B, and National School Lunch Program, is projected at a per student rate based on Fiscal Year 20 allocations. No increase in per student funding has been made.
Private Grants and Donations	The budget seeks to decreasingly rely on private grants and donations and has been projected at a lower revenue/student each year. Fiscal Year 20 budget projection is \$855,000, or \$8,382/student. This decreases to \$4,000/student in Fiscal Year 21, and then further decreases by \$500/student each out year, so that by year 5, the budget has only \$414,000 in donations.
OPERATING EXPENSES	
Salaries	Salaries include a 3% annual increase and new positions added each year aligned to staffing plan. Staff levels and the breakdown of instructional staff versus non-instructional staff can be seen in the budget.
Benefits and Taxes	Benefits and taxes include 7.65% payroll tax, 12% retirement, and increasing allocation for employee insurance premiums so that total benefits are about 28% of salaries.
Staff-Related Costs	Staff related costs consist primarily of professional development. In the out years, the projection is made at a little over \$100/student.
Rent	The school currently enjoys a lease that requires no rent payments.
Occupancy Service	Occupancy costs have been fairly consistent in recent years. Thus, allocations have been maintained and occupancy costs are projected to be stable throughout the next charter term.

Student Expense, Direct	Student expense, direct costs consist primarily of instructional supplies and purchased services, including substitute teachers, software, and outsourced special education services. As such, these costs are projected on a per student cost and allocations increase each year as enrollment grows.
Student Expense, Indirect	Food service is the biggest line item in this category. It is projected at \$471/student in line with Fiscal Year 19 operating experience.
Office & Business Expense	Office and business costs include legal, accounting, copier lease, insurance, and any executive administrative purchases services. Costs increase with inflation, but otherwise are held relatively flat in the out years.
Transportation	The school provides bus passes and taxi service to homeless students. Thus, projections here are made on a per student basis.

Exhibit D – MOUs and Agreements

Educational Services Agreement

This Educational Services Agreement (Agreement) is made between the DeLaSalle Education Center (DEC) and 7 Strategic Consulting Firm, LLC (7 Strategic) for the purpose of 7 Strategic providing a comprehensive Entrepreneurship Internship Program (Program).

Whereas, DEC is a Local Education Agency (LEA) as defined under Missouri law, and wishes to contract out its Entrepreneurship Program; and

Whereas, 7 Strategic states it has the expertise to provide an Entrepreneurship Program that complies with Missouri law; and

Whereas, DEC desires to contract with 7 Strategic to provide such a program.

Now, therefore, the parties agree as follows:

Article 1. PROGRAM/GOALS/PURPOSE

7 Strategic will provide an Entrepreneurial courses/ customized internship(paid/non-paid) for high school students based on targeted career interest.

Premise of the program:

Minorities are significantly under-represented nationally and locally in the entrepreneurial arena. Kansas City ranks as the eighth worst metro for entrepreneur diversity out of 50, trailing Denver, Memphis and St. Louis, according to a Census Bureau survey. There are a number of factors that lead to this disparity for minorities. Challenges faced by Minority led entrepreneurial businesses include:

- 1) Prior family business ownership experience is limited
- 2) Entrepreneurial mindset
- 3) Access to courses and relevant curriculum
- 4) Lower education levels creating information and technological gaps
- 5) Difficulty in accessing credit
- 6) Minorities are less capital/assets to start, which leads them to choose businesses with lower capital requirements but higher failure rates
- 7) The majority of minority owned businesses are located in urban areas and focus on ethnic retail markets, both of which increase the likelihood of failure

The purpose of the ENTREPREUNERUSHIP KC program is to turn around this phenomenon and increase minority interest and participation in entrepreneurship. The goal of this initiative is to provide experiential opportunities to students to educate them about entrepreneurship. Entrepreneurship courses and internships with startups will

provide students the opportunity to ‘test’ entrepreneurship/internship or gain the relevant experience to launch their own company.

The substantive focus of the high school program is inclusive of continuum developmental workshops, such as Mecca Challenge, Career Assessments/forecast, Personal Swot analysis, Maximizing the experience/networking/knowing your net worth/building and leveraging relationships, Financial comprehension/credit, Resume preparation, interviews and bringing dreams into reality. Additionally, students will be exposed to leadership development, career knowledge, and post-secondary opportunities such as college and career tours and service learning, and such other elective or core coursework as 7 Strategic deems appropriate based upon the needs of the students participating in the Program.

Article 2. GENERAL RESPONSIBILITIES OF 7 STRATEGIC

- 2.1 Provide credit-based entrepreneurship/internship program and continuum development sessions throughout the academic calendar year of FY19/20. Courses will begin on September 30, 2019 and conclude on June 30, 2020 including all necessary curriculum, materials, staffing and management to operate the program effectively. Students will either convene during the 7th and 8th period on a daily basis or extended day from 3-6pm at the youth invocation centers throughout the academic year. Sessions will be designed as academic credit bearing.
- 2.2 Operate the Program in compliance with all applicable federal and state rules, and Missouri Department of Elementary and Secondary Education (DESE) academic guidelines, including but not limited to appropriate teacher certificate for the grade and content they are teaching, facilities appropriate for the instructional programs, and appropriate textbooks and classroom resources are DEC for all students. Failure to use appropriately certified teachers as required may result in the loss of ADA reimbursement.
- 2.3 Recruit and obtain applications for all student participants, including address and school district of residence.
- 2.4 Review all applications for eligibility based upon state of Missouri regulations and submit to DEC on a date agreed to by the parties. DEC hereby acknowledges that as of the date of this Agreement, 7 Strategic has performed the services described in this paragraph. Recruit, screen, hire and train qualified individuals to manage the Program as further outlined below.
- 2.5 Coordination and assistance with DEC on all recruitment, media and public relations efforts.
- 2.6 Administration and enforcement of student discipline in accordance with the DEC Code of Student Conduct as further described below.
- 2.7 Notify DEC of any student field trips and provide DEC with trip information and parent permission forms.

- 2.9 Conduct a Parent Satisfaction Survey at the end of the program and provide copies of the surveys and survey results to DEC.
- 2.10 Provide assessment data on an agreed upon number of students. Pre and Post Assessments must be conducted electronically as assigned by the DEC Assessment Department.
- 2.11 Staff must attend all in-service and/or other trainings as required by 7 Strategic and DEC.
- 2.12 Provide any other services reasonably necessary for the effective administration of the Program.
- 2.13 Manage the framework and resources for students to develop and create 3-4 sustainable business on the DeLaSalle campus.
- 2.14 Develop seamless process for students who establish a business to obtain Minority/Women Business Enterprise (M/WBE) certification.

Article 3. GENERAL RESPONSIBILITIES OF DEC

- 3.1 Submit required documentation for purposes of reimbursement to DESE which includes the 7 Strategic program.
- 3.2 Review all student applications submitted by 7 Strategic and approve for student eligibility.
- 3.3 Review all employment applications submitted by 7 Strategic and approve all 7 Strategic personnel as further outlined below.
- 3.4 Report attendance as provided to DEC by 7 Strategic to DESE as required.
- 3.5 Receive and allocate funds to 7 Strategic as further outlined below.
- 3.6 Designate a DEC staff representative as a direct point of contact to oversee and monitor the Program.

Article 4. STAFFING

- 4.1 Not later than 14 days after execution of this agreement, 7 Strategic shall provide DEC with a list of all employees/volunteers (staff) who will regularly interact with all students in the provision of program services. Such list shall contain the names, job titles, last four digits of SSN and shall also indicate: (i) for each individual, the date of the fingerprint-based criminal background check and the child abuse/neglect screen and all results; and (ii) for each individual in an

instructional position, evidence of certification thereof. Such information must be provided to DEC prior to any individual starting services.

- 4.2 Costs incurred by DEC related to the fingerprint-based criminal background check and the child abuse/neglect screen will be invoiced to 7 Strategic rather than deducted from the monthly payments.
- 4.3 DEC reserves the right to approve/disapprove any individual on the provided list of employees. DEC shall be the sole judge as to which individuals may provide services to DEC students under this agreement, and failure of 7 Strategic to abide by this provision shall be cause to terminate this agreement immediately.
- 4.4 7 Strategic will ensure that all personnel are familiar with their obligations of student record confidentiality under the Family Educational Rights and Privacy Act (FERPA) and as mandated reporters of child abuse/neglect as required by Missouri law.
- 4.5 7 Strategic is responsible for obtaining short-term substitute teachers as necessary, if required. Substitutes must acquire an appropriate substitute certificate and passed the fingerprint-based criminal background check and child abuse/neglect screen as stated above. 7 Strategic understands that the use of long-term substitutes is not acceptable and may result in the loss of ADA reimbursement.
- 4.6 7 Strategic agrees to pay certified teachers no more than \$25 per hour

Article 5. STUDENT DISCIPLINE

- 5.1 7 Strategic will enforce the DEC Code of Student Conduct, including compliance with all Missouri Safe Schools Act reporting requirements, where applicable.
- 5.2 Corporal punishment – defined as the use of physical force as a method of correcting student behavior – is prohibited by DEC policy.

Article 6. FOOD SERVICE

- 6.1 Breakfast and lunch will not be provided to students as such no charge shall be incurred by the DEC Child Nutrition Department.
- 6.2 All food or snacks served to students during the program will not come from the DEC Child Nutrition Department but provided by 7 Strategic.

Article 7. TRANSPORTATION

7 Strategic will incur cost associated to Area Transportation Authority bus transportation passes at no cost to the students. However, students will be responsible for arranging transportation to internship site locations throughout the internship session, in addition to the required workshop sessions.

Article 8. STUDENT ENROLLMENT/ATTENDANCE

- 8.1 7 Strategic and DEC will cooperate on creating the necessary forms for students to enroll in the Program.
- 8.2 7 Strategic shall maintain accurate enrollment and attendance data, and submit attendance data to DEC in the requested format.
- 8.3 7 Strategic shall be held accountable for maintaining/reporting accurate student attendance. Should DEC discover that attendance is inaccurate, an outside audit of all of 7 Strategic student attendance data will be performed at 7 Strategic expense; the audit cost will be deducted from the monthly payment made pursuant to Article 12 below.
- 8.4 No additional enrollments will be entered/accepted after the last day designated for each school session.

Article 9. MONITORING

- 9.1 DEC will conduct periodic on-site monitoring of all Program components at each site. Monitoring may be conducted by the DEC designated representative assigned to the site or other DEC personnel as designated by the DEC Superintendent.

Article 10. EQUIPMENT USE

- 10.1 7 Strategic will be responsible for all copies needed to operate the internship program.
- 10.2 Students will DEC access to selected computers at the Program/training site.

Article 11. DAMAGED/LOST PROPERTY

7 Strategic will repair, replace or reimburse DEC for any equipment (including keys), furniture or fixtures damaged or lost by 7 Strategic in the course of its operation of the Program, excluding reasonable wear and tear. Each of the parties hereto hereby acknowledge and agree that as of the date of this Agreement, each party participated in a walk-through of the sites and summarized the inventory within the premises and the condition of such inventory and a written summary of such inventory has been maintained by each of the parties hereto.

Article 12. COMPENSATION

DEC will pay the 7 Strategic using a fixed rate of \$51,240.00. DEC will retain 5% of the total school payment to 7 Strategic as the LEA sponsor fee. A hypothetical payment breakdown sample is attached as Exhibit A; payment to 7 Strategic will be based on the actual DEC average daily attendance (ADA) submitted by DEC and approved by DESE. Payment will

be made on a monthly basis from October 2019 through May 2020, each payment made by the 20th day of each month including an itemized statement showing the payment calculation

Article 13. DISPUTE RESOLUTION

The parties agree to cooperate in good faith in all actions relating to this Agreement. If a dispute should arise, the parties agree to use their best efforts to resolve such dispute in a fair and equitable manner by promptly initiating discussions between their representatives.

Article 14. CONTACT PERSONS

7 Strategic’s contact person is Thalia Cherry at 816-377-1832.

DeLaSalle Education’s contact person is Sean Stalling at 816- 561-4445

Article 15. TERM/TERMINATION

15.1 **Term.** The term of this Agreement (Term) will run from date of execution by the parties through completion of the services, unless terminated earlier in accordance with the terms and conditions set forth below.

15.2 **Termination.** DEC reserves the right to terminate the Agreement immediately and move students to another site if it determines that students are not being served effectively. DEC will provide 7 Strategic notice if such action is being contemplated and allow five days to cure. 7 Strategic will be compensated for those services provided prior to the termination date.

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

Article 16. APPROVAL CONDITIONS

16.1 **Executed Agreement.** This Agreement will not become effective until an understanding is reached between the parties and the Agreement has been fully-executed.

16.2 **Employment Eligibility.** Pursuant to Mo. Rev. Stat. §285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services to be provided, to the extent allowed by the E-Verify Work Authorization Program of the United States (“E-Verify”). A business entity must affirm the same through sworn

affidavit and provision of documentation, as well as sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services to be provided. Accordingly, 7 Strategic must complete an affidavit an authorized individual execute the “Federal Work Authorization Program Affidavit ” attached as Exhibit B, and provide the Affidavit to DEC prior to performing services. 7 Strategic further agrees to indemnify the District for any fines and legal fees incurred because its employees or subcontractors performing services for DEC are not authorized to work in the United States.

Article 17. INDEPENDENT CONTRACTOR

- 17.1 **Independent Contractor Status.** The parties agree the terms of this Agreement do not constitute a formation of a partnership, joint venture, employer-employee, or other relationship and no form of agency exist between the parties. 7 Strategic represents and warrants that it is a separate and independent entity from DEC. 7 Strategic may not enter into agreements on behalf of DEC or otherwise obligate DEC in any manner. 7 Strategic is solely responsible to hire, train, supervise, discipline and terminate its personnel, and is solely responsible for withholding and paying any taxes for such personnel.
- 17.2 **Submission of Forms W-9.** If it has not already done so, 7 Strategic will submit a completed Form W-9 entitled “Request for Taxpayer Identification Number and Certification” with the correct social security number or federal identification number, as well as a completed Vendor Registration Form.

Article 18. OWNERSHIP

- 18.1 **DEC Property.** All equipment, materials, drawings, software, or data of every description (Property) that 7 Strategic receives directly or indirectly from DEC is the Property of DEC. 7 Strategic must return all Property to DEC upon the request or upon the termination or expiration of this Agreement, whichever is earlier.
- 18.2 **7 Strategic Personal Property.** Any equipment or materials provided by 7 Strategic to operate the Program will remain the property of 7 Strategic, and 7 Strategic will access to the site to remove the equipment/materials following completion/termination of this agreement.
- 18.3 **7 Strategic Intellectual Property.** DEC hereby acknowledges that the Program created by 7 Strategic is a unique curriculum, the ownership of which is the sole and exclusive property of 7 Strategic, and by each party’s execution and delivery hereof, DEC hereby grants 7 Strategic an exclusive right to conduct the Program as contemplated by this Agreement during the current term with high school aged students at Program sites. Further, DEC hereby acknowledges that 7 Strategic is the sole, exclusive and perpetual owner of the Program and all derivatives, materials, manuals, books, whether hard-bound or electronic and curriculum incorporated in the Program created or prepared by 7 Strategic, and all reproductions thereof shall be and remain the sole and exclusive property of 7 Strategic free from any claims whatsoever by DEC, its officers, directors, employees agents, successors, assigns or any other person deriving any rights or interests from DEC.

Article 19. SUBCONTRACTS

- 19.1 **Use of Subcontractors.** 7 Strategic may not subcontract any portion of the services to be provided to DEC without DEC's prior written consent, which DEC is not required to give.

Article 20. 7 STRATEGIC'S REPRESENTATIONS AND WARRANTIES

- 20.1 **Non-Discrimination.** During the performance of its obligations under this Agreement, 7 Strategic agrees that it will not discriminate against any person on the basis of sex, race, religion, color, national origin, ancestry, age, disability, sexual orientation, gender identity, genetic information, or any other factor prohibited by law or based upon a belief that such a factor exists.
- 20.2 **Compliance with Laws.** During the performance of its obligations under this Agreement, 7 Strategic agrees to conduct its activities in strict compliance with all applicable federal, state, and local laws and regulations, as well as DEC policies and procedures. 7 Strategic warrants that it has done all things necessary for the Program to meet the requirements of all applicable State laws, rules, regulations and guidelines and hereby agrees to exert best faith efforts to do all things necessary for the Program to continue to meet such requirements.
- 20.3 **No Enticement.** 7 Strategic has not offered or given anything of value to DEC employees to entice DEC to enter into this agreement.
- 20.4 **Secular Purpose.** 7 Strategic acknowledges, agrees and warrants that all services provided under this Agreement shall have a secular, non-religious purpose. 7 Strategic acknowledges that DEC, by entering into this agreement, is not endorsing and does not intend to endorse, any particular church or religion. Any attempt by 7 Strategic to include any religious content into the curriculum will be cause for immediate termination of this agreement.
- 20.5 **Service Warranty.** 7 Strategic warrants that all individuals assigned to provide services related to the Program will the expertise, skills and training to perform the services in a professional manner.

Article 21. RECORDS, ACCOUNTING, AND EVALUATIONS OF SERVICES

- 21.1 **Maintenance of Books and Records.** 7 Strategic will conduct the Program in such a manner to enable DEC to comply with the fiscal stewardship obligations imposed by State law and DESE. Sufficient and accurate books and records will be kept, including but not limited to: a) proof of teacher certification; b) documentation of each student's daily hours of attendance; c) criminal background checks and Family Registry screens for any and all personnel; d) documentation of student residence; and e) any other information that is or may be required by DEC or DESE. 7 Strategic will allow DEC reasonable access to any books, records or documentation required under this Agreement upon demand.
- 21.2 **Evaluation of Program.** At the end of the Program, 7 Strategic will prepare an evaluation report summarizing services provided with supporting data as to the effectiveness of those services.

- 213 **Parent Satisfaction Surveys.** 7 Strategic will provide to DEC copies of Parent Satisfaction Surveys completed by parents at the end of the program.

Article 22. CONFIDENTIALITY

- 221 **Student Information.** 7 Strategic agrees that all documents which include personally identifiable information contained in or derived from a student's education records are deemed confidential pursuant to the Family Educational Rights and Privacy Act (FERPA). 7 Strategic agrees not to re-disclose any such personally identifiable information without the prior written consent of the student's parent or the student (if the student has reached the age of eighteen) or unless re-disclosure is otherwise authorized by law. This provision shall survive expiration or termination of this Agreement.
- 222 **DEC Information.** 7 Strategic agrees to keep confidential and not to disclose to third parties any information provided by DEC pursuant to this Agreement without prior consent. This provision shall survive expiration or termination of this Agreement.

Article 23. INSURANCE

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

- 23.1 **Workers' Compensation.** 7 Strategic agrees to maintain workers' compensation insurance as required by statute throughout the term of this agreement, including employer's liability with limits of not less than \$500,000 each for bodily injury by accident and bodily injury by disease.
- 23.2 **General Liability.** 7 Strategic agrees to maintain general liability insurance throughout the term of this Agreement with the following minimum limits of liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEC shall be named as an additional insured.
- 23.3 **No Waiver.** Nothing contained herein shall be deemed a relinquishment or waiver of any sovereign immunity enjoyed by DEC.
- 23.4 **Proof of Insurance.** DEC requires proof of insurance prior to services being performed. Failure by 7 Strategic to provide any insurance as requested will not relieve it of any contractual obligation or responsibility, and will be cause to terminate this agreement immediately.

Article 24. INDEMNIFICATION

- 24.1 **Liability.** To the fullest extent allowed by law, 7 Strategic and DEC each agree to indemnify and hold harmless the other party, its officers, agents and employees from and against all claims or losses including reasonable attorneys' fees, arising out of or resulting from the negligence or omissions of their own organization, its employees, volunteers or agents in the provision of services under this Agreement. Nothing contained herein shall be deemed a waiver of sovereign immunity, and

each party shall continue to enjoy all rights, claims, and defenses DEC available to it under law, to specifically include Mo. Rev. Stat. §537.600, et seq.

Article 25. NOTICE

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

DEC:

DeLaSalle Education Center
Attention: Sean Stalling, Executive Director
3737 Troost Ave
Kansas City, Missouri 64109
Telephone: 816-561-4445

7 Strategic:

7 Strategic Consulting Firm, LLC
Attention: Thalia Cherry, President
1712 Main, Suite 232
Kansas City, Missouri 64108
Telephone: 816-377-1832

Article 26. GENERAL

- 26.1 **Successors and Assignments.** 7 Strategic and any partners, successors, executors, administrators, and representatives are bound to DEC in respect to all terms, covenants, agreements, and obligations hereunder. This Agreement shall not be assigned by either party without the prior written consent of the other party.
- 26.2 **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 waive any objection to the venue of any action arising under this Agreement, which is brought in the federal or state courts located in the state of Missouri and waive any claim that such action has been brought in an inconvenient forum.
- 26.3 **Force Majeure.** Neither party shall be liable if the performance of any part or all of this Agreement is prevented, delayed, hindered, or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident, or any other casualty or cause beyond either party's control and which cannot be overcome by reasonable diligence and without unusual expense.
- 26.4 **Survival.** All representations, warranties, and statements of indemnification shall survive termination or cancellation of the Agreement.
- 26.5 **No Third Party Beneficiaries.** This agreement does not and is not intended to confer any rights or remedies upon any person other than the parties to this agreement.
- 26.6 **Amendments.** The Agreement may be altered, amended, changed, or modified only by written agreement executed by authorized representatives of the parties.

- 26.7 **Exhibits.** The parties agree that if there are any conflicting terms and conditions between this Agreement and any exhibits, then the terms and conditions of this Agreement shall prevail.
- 26.8 **Entire Agreement.** This Agreement constitutes the understanding between the parties, and supersedes all prior agreements, discussions and correspondence.



Industry and School Partnership Guide

04.3.2019

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DeLaSalle Education Center
3737 Troost Avenue
Kansas City, MO 64109

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Overview

This partnership guide provides the framework that demonstrates how DeLaSalle and its partners from Industry are working together. These partnerships are critical for students, employers, and our community.

Far too often our students leave school without having the authentic experiences they need to help them navigate the world. Too many skills are taught in isolation and students do not see the connection between what they learn in the classroom to what they need in real life. At the same time, Kansas City faces a shortage of innovative workers because many of our young people do not graduate high school with the skills and credentials needed to succeed in the 21st Century economy. A highschool diploma without market value assets is no longer enough. Kansas City is the prime location to increase capacity in trade, people, and ideas, yet many young adults do not see this opportunity.

DeLaSalle Education Center (DLS) is committed to solving this workforce challenge. DLS will supply talent to local businesses and organizations by providing integrated learning opportunities that equip students for the future of work. Through this market-driven approach, students will solve real problems and complete real projects that meet industry and civic needs. DLS hopes to provide a proof-of-concept for how communities can build sustainable and transformational learning systems that disrupt the disparities in access to high quality career and college preparation in order to elevate innovation and economic growth in our region.

DLS looks to be a leader in the field of career and college preparation, building symbiotic partnerships with industry that provide both value at no cost to our partners and immersive experiences that students need to gain employable skills. In this work, DLS works closely with partners to build industry-informed career pathways – learning progressions and course sequences that result in an industry recognized credential, opportunities for college credit and a portfolio of work. DLS looks to invent the educational system, policies, and practices that students need for the future.

Industry Benefits

As an industry partner you will play a role in closing the career skills gap and building talent pipelines aligned to the dynamic needs of your own workforce. Partners become end customers of this transformational learning system due to the strategic alignment between the classroom and the marketplace. As part of student training, the real-world challenges faced by our partners' organizations - and the ideas to overcome them - become real opportunities for our students at no cost.

Partnership Levels

I. Professional Development

Expose students to your industry by

- speaking to a class or small group of students
- participating in our College and Career Family Night
- offering a tour of your facilities or office to students
- support teachers in developing projects related to your field



2. Industry Mentor

Train the next generation of the workforce and reflect on your own professional practices by

- sharing your knowledge and expertise with students to help them complete a project
- provide feedback on student work
- tutor students in a specific discipline (i.e. algebra, spanish, etc) during our school's tutoring block



3. Project Supervisor

Hire students to complete a project or solve an organizational problem by

- providing a scope of work for a small group of students to complete
- monitoring project progress and provide feedback
- assessing student success



4. Career Host

Expose potential employees to your organization/field and train the next generation of the workforce by

- providing a paid or unpaid internship or apprenticeship for students



5. Investor

Build up Kansas City's workforce by

- offering in-kind donations of equipment that could be used for learning within a career pathway
- financial donations that help fund the instruction and equipment needed for a career pathway



6. Talent Pipeline Sponsor (naming rights earned to a career pathway)

Develop and manage the talent pipeline to your industry or directly to your organization by

- co-designing a streamlined career pathway: curriculum, experiences, and measures of success that lead toward a student gaining a market value asset upon graduation from high school (college credit, an industry recognized credential, a portfolio of work)
- co-tracking success and communicating your return on investment



Program Guidelines

This partnership between DLS, industry partners and students involves each partner committing time, resources and energies in a collaborative framework that maximizes the benefit to all parties. Key elements of this partnership include the following:

- Project Description: Partners will work closely to develop and provide an overview of the project or problem that will engage students and support the needs of industry. Examples of sample projects will be provided to partners to support the effective development of projects.
- Minimum Viable Product and Metrics of Success: Partners shall agree on the the bare minimum benchmarks a partner needs accomplished. As a part of this agreement, they shall provide quantitative metrics and qualitative descriptions that make it clear to our students and teachers what the outcomes of the project should be.
- Timeline: Partners shall agree on a timeline for the project, understanding that some projects will have a more structured timeline, while others are more open-ended.
- Time commitment: Partners will indicate their weekly or monthly commitment. Ideally, partners are willing to physically meet with students for at least one hour a week. Virtual meetings using Google Hangouts can be utilized, if necessary.
- Resources: The partners shall describe the specific resources they can commit to a project, and those they cannot. Some projects require no specific resources other than a partner's time commitment. Others might require industry specific software, space on an industry campus, tutorials, etc.
- Student Expectations: DLS has established requirements for students participating in the program, particularly as they engage with employers. These include behavioral expectations requires students on the job to dress professionally according the partners dress code, speak professionally, come to work on time, communicate effectively and stay fully engaged.
- Employer Expectations: Within the first few days of an intern starting, the employer will clarify expectations about the internship, describe the project, explain how the student will be evaluated and and provide training on work policies. They will also set up brief regularly scheduled meetings with the student to ensure that expectations are being met and provide feedback on performance.

Governance

This partnership is grounded in strong collaboration and regular communication between all parties to ensure expectations are met and the experience of all parties is very positive. Key elements of the governance of the partnership include:

Steering Committee: This committee provides guidance, oversees progress and ensures the achievement of the outcomes of the overall program and partnerships underway. This committee meets regularly to stay up to date on the latest workforce development findings. The tasks of the Steering Committee include:

- Provide input to develop the career pathways, academies, and student programming
- Provide advice on how resources are allocated for the development of the career pathways, academies, and student programming
- Define and help achieve the outcomes of the CCC and student programming related to the career academies and pathways
- Provide advice and make decisions about changes to the career pathways, academies, and student programming
- Recommends professional development of staff

Industry Council: The Industry Council plans events and learning expeditions for the career academies ensuring exposure opportunities are available for all students in a variety of fields.

These events include:

- College and Career Fair
- College and Career Family Night
- Tours of organizations and facilities
- Off-campus workshops and events

Advisory groups: Advisory groups are comprised of industry professionals and alumni of the career pathway are to help ensure each pathway remains aligned to the current demands of the workforce. Each pathway will have its own advisory group that provides assistance in:

- develop projections of future critical job openings
- curriculum and coursework development
- determining the criterias of success for completing the pathway
- matching students to industry opportunities

Partner Commitment

Partners: DeLaSalle Education Center and _____

Pathway: _____

Within the framework of the Industry and School Partnership Guide, the above named partners agree to collaborate in promoting education experiences for DeLaSalle Education Center in an effort to support local youth development and help build the supply of qualified applicants for future workforce needs. As an official industry partner, collaboration will be in the following areas:

1. Collaborating in the work of pathway alignment to the current demands of the workforce.
2. Participating in the design and development of curriculum, course sequencing, and experiential opportunities for students.
3. Providing project(s) or problem(s) on which students are assigned to work.
4. Providing guidance, overseeing progress, and ensuring achievement of shared student outcomes.
5. To the extent possible, providing paid or unpaid internship experiences for students according to both school and industry rules and requirements.
6. As agreed upon separately in writing, to the extent applicable, providing financial support or in kind materials to ensure materials and labs for student learning are well equipped and appropriately situated for a high quality educational experience for students.

This Commitment and Memorandum of Understanding expresses the strong intent of each party to undertake efforts related to this partnership as outlined above. Definitive, written agreements related to specific ongoing commitments, however, will be necessary to directly commit funds or resources from either party.

IN WITNESS WHEREOF, the Parties hereto have caused this MoU to be entered into and executed by their duly authorized representatives as of this _____ day of April of the year 2019.

(Industry Partner)

DeLaSalle Education Center

By:

By: Sean Stalling

Title:

Title: Executive Director

ENGAGEMENT AGREEMENT
(Hereinafter the "AGREEMENT")
2019-2020 school year

Section I
PARTIES

- a. Client name: DelaSalle Education Center:
(Hereinafter "DLS")
3737 Troost
Address: Kansas City, Mo. 64128
- b. Service Provider name: Exceptional Specialties Group, Inc
And its agents, employees and representatives
(Hereinafter "ESG, Inc.")
Address: 12101 Grand
Kansas City, Mo. 64145

Section II
Definitions

The following are the definitions of the various terms or phrases contained in this AGREEMENT:

- a. "Special Education services" means those educational services consistent with Sections 162.670 to 162.999 of the Revised Statutes of Missouri for 1994, as amended.
- b. "Child with a disability" The individuals with Disabilities Education Act (IDEA) defines students with disabilities as those children, ages (3) to twenty –one (21), who have been properly evaluated as having Mental Retardation, Hearing Impairments and Deafness, Speech or Language Impairments, Visual Impairments including Blindness, Emotional Disturbance, Orthopedic Impairments, Autism, Traumatic Brain Injury, Other Health Impaired, a Specific Learning Disability, Deafness Blindness or Multiple Disabilities and who because of that disability, require special education and related services. As Allowed un 34CFR 300.87 implementing IDEA, The state of Missouri also defines a child with a disability to include ages three (3) though five (5) who have properly identified as a young child with a developmental delay.

DLS initials 

ESG Initials 

- c. “Self-Contained (SC) students” means that student who requires five or more hours of special education supervision and/or instruction per school day.
- d. “Individual Education Plan (IEP)” refers to the plan treated at 20 U.S.C. 1414, as amended.
- e. “Supplies” means any tangible item which is used by the students including, but not limited to, paper, writing or drawing instruments, equipment, tools, machinery, or apparatus.

Section III

Description of Services Provided by ESG, Inc.

ESG Inc., hereby agrees to provide Special Education services to Special Education children enrolled and located at DLS: located at 3737 Troost Street Kansas City, Mo. 64109. Said children must be within the legally established school ages from three (3) to twenty-one (21) years of age. Such services include assisting DLS personnel in the implementation of the students’ IEP goals in the regular classroom and in the special education setting, Provide Speech and Language Therapy and Occupational Therapy Special Education Educational Evaluation and re-evaluations. All such services shall be performed in accordance with relevant state, federal, and local requirements including but not limited to Revised Statutes of Missouri (RSMo.) Sections 162.670 through 162.999, 1994, as amended. ESG, Inc., shall only provide those services as set fourth in this AGREEMENT, and is not responsible for providing any unrelated services. DLS:, or its agents or employees, shall have no authority to assign any duties to ESG, Inc., or its employees or agents. All ESG, Inc., services shall be compensated in the amounts specified in this AGREEMENT. ESG, Inc. shall have the authority to lawfully perform all necessary functions pursuant to this AGREEMENT. ESG, INC. shall not perform any functions prohibited by law. ESG, Inc. shall have no responsibility for serving, supervising, placement or initiating services of section 504 plans. ESG shall not be responsible for any leadership duties of seclusion, restraint and isolation or policies. ESG shall not provide services for home-bound of Special Education students unless otherwise agreed upon by both parties. ESG, Inc. shall not, under any circumstances, be required to distribute medication of any kind. ESG, Inc. shall not responsible for payment of any services for DLS’S students who is placed in an outside agency. ESG, Inc. shall be solely responsible for selecting, providing, evaluating and compensating all ESG, Inc. personnel.

DLS initials 
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Section IV

DLS: Obligations

- a. DLS: shall provide and maintain, at no expense to ESG, Inc. adequate Classroom space, one (1) Word Compatible (NOT Apple) Computer and Printer, or an additional \$45.00/ month as a leasing fee for said computer and printer if provided by ESG, Inc. unlimited photocopying privilege, necessary postage and annual fee/ payment to SPED TRACKS software so that ESG, Inc can properly and comfortably serve all DLS students pursuant to this AGREEMENT.
- b. DLS: shall provide, at no expense to ESG, Inc. all necessary utilities, facilities, and supplies necessary and appropriate so ESG, Inc. can properly and comfortably serve all DLS: students pursuant to this AGREEMENT. ESG, Inc shall in no way, and to no degree, be held responsible for the expense of any such items, facilities or utility services, or any other expenses incurred by any other persons or entitles pursuant to this AGREEMENT.
- c. DLS: agents, representatives and employees shall conduct themselves in a manner that will neither delay nor hinder ESG, Inc. in the performance of its duties.
- d. DLS: agrees to perform as otherwise provided in this AGREEMENT.

Section V

ENGAGEMENT PERIOD

The parties agree that the term of this AGREEMENT will be as follows:

- a. The AGREEMENT will be for the period from July 30, 2019- June 3, 2020 until the end of the 2019-2020 spring term based on 36 weeks of student class time, subject to renewal as provided herein.
- b. DLS and ESG will meet between March 15, 2020 and April 1, 2020 to discuss potential scope of work for the 2020-21 school year based on school and student needs. DLS understands that should it not renew a current or modified contract with ESG before April 1, 2020, ESG may at its discretion end contractual services for the school at the conclusion of this the 2019-20 school year.

DLS initials _____

ESG Initials _____

Section VI
Compensation to ESG, Inc.

- a. Payments, absent any modifications as provided herein, \$198,000.00 school year shall be made by DLS: to ESG, Inc. as follows:

Payment due on August 3, 2019	\$19,800.00
Payment due on September 3, 2019	\$19,800.00
Payment due on October 3, 2019	\$19,800.00
Payment due on November 3, 2019	\$19,800.00
Payment due on December 3, 2019	\$19,800.00
Payment due on January 3, 2020	\$19,800.00
Payment due on February 3, 2020	\$19,800.00
Payment due on March 3, 2020	\$19,800.00
Payment due on April 3, 2020	\$19,800.00
Payment due on May 3, 2020	\$19,800.00

- b. In the event of automatic renewal as provided herein DLS: shall make the same payment amounts on the third (3rd) calendar day of each month for the months of August through June of each successive year for services to be rendered during that month.

DLS initials _____

ESG Initials _____

Section VII
Additional Provisions

- a. This AGREEMENT shall inure to the benefit of, and shall be binding upon, the parties hereto, their heirs, successors, administrators, and assigns, if any.
- b. This AGREEMENT constitutes the sole and entire agreement between the parties Hereto, and no modification of the AGREEMENT shall be binding unless later signed by both the parties to this AGREEMENT. No representation, promise, or inducement to this AGREEMENT not included in this AGREEMENT shall be binding upon any party hereto.
- c. ESG, Inc. shall not be responsible for non-performance caused by acts of God, strikes, or by other unavoidable causes wholly beyond its control.
- d. Common variances in weather conditions shall not alter DLS's obligations under the AGREEMENT, nor shall such common weather fluctuations reduce any payments owed or due to ESG, Inc.
- e. ESG, Inc. represents that it is an independent contractor, and that in its performance it shall be, and shall act, as an independent contractor. ESG, Inc. represents that all of its agents and employees shall be subject solely to the control, supervision and authority of ESG, Inc. and shall be considered to be employees of the ESG, Inc. Said agents and employees shall not be construed or considered to be employees of DLS: for any purpose or under any circumstance.
- f. ESG, Inc. agrees to perform in compliance with all relevant Federal, State and local laws.
- g. DLS: shall not assign this AGREEMENT, in whole or in part, or assign any right or duty arising under this AGREEMENT, and shall not assign any money due without the prior written consent of the ESG, Inc.
- h. DLS: shall be solely responsible for the safety and protection of persons and property on or near DLS: and agrees to take all necessary precautions.

DLS initials _____

ESG Initials _____




- i. DLS: is solely responsible for protecting any spaces, materials and supplies at or near DLS: from loss or damage including damage due to rain and snow, theft, vandalism, glass breakage, mysterious disappearance, and the loss or misplacement of property.
- j. The ESG, Inc. shall be solely responsible for choosing its employees and agents.
- k. The failure of either party to exercise or enforce any right it may be given in this AGREEMENT in one or more instances shall not constitute a waiver of its right to exercise said right thereafter or in any other instance, and no subsequent conduct of the party shall be held to so constitute such a waiver. To be effective, a waiver must be expressly written by an authorized representative of the party.
- L No person or entity is to be considered, or treated, as an agent or representative of the ESG absent a prior grant of written authority by the ESG.
- m. Any off-site “field” trips shall require the prior written consent of DLS and ESG, Inc. and each participating student’s parent or legal guardian.
- n. Should any student, or any such student’s parent or guardian, bring a due-process claim against ESG, Inc. As a result of actions or omissions by DLS employees, or actions, DLS shall pay all costs of defending any such claim or claims and pay any settlement or judgment resulting from any such claims. ESG, Inc. shall have no obligation to assume any costs associated with defending any such claim or claims, or paying any settlement or judgment resulting from any such claims.
- o. DLS and ESG agrees that neither party shall not employ, or solicit for employment, any employee of the other party until such individual’s employment at the other party. has been terminated for twelve (12) or more months.
- p. ESG, Inc. agents, employees or representatives shall not be required to participate in any staff development programs or activities unless such events are provided at no cost to ESG, Inc. and ESG, Inc. elects, in it’s sole and absolute discretion, to participate in such events.

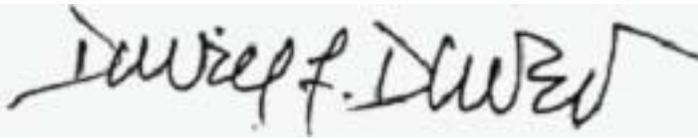
DLS initials 
ESG Initials 

- q DLS: shall not submit to any entity, either governmental or non-governmental, any core data concerning or pertaining to ESG, Inc. unless and until ESG, Inc. has verified the accuracy, and approved the submission, of such core data, or been given a reasonable period of time to do so. Said “reasonable period of time” shall be interpreted to mean ten (10) or more working days.
- r. If any provision of this AGREEMENT shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this contract shall not be affected thereby.
- s. DLS: its governing board, officers and employees shall hold ESG harmless, and does hereby agree to indemnify ESG its governing board, officers and employees from and against every claim or demand, including due process claims, arising from or caused by any act of neglect, default or omission by DLS: in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of ESG.

DLS initials 
ESG Initials 

IN WITNESS WHEREOF, the parties hereto have set their hands on the dates shown below.
WE HAVE READ AND UNDERSTAND THIS WRITTEN AGREEMENT INCLUDING ANY
WRITTEN ATTACHMENTS, WRITTEN ADDITIONS, OR WRITTEN DELETIONS.

Approved and agreed by : DeLaSalle Education Center



DeLaSalle Education Center:
Authorized Agent

May 17, 2019

Date

Approved and agreed by the ESG, Inc.:



Lorie Friend
ESG, Inc.'s Authorized Agent

April 30, 2019

Date

Professional Services Agreement

This Professional Services Agreement (“Services Agreement”) is made and entered into by and between Swope Health Services, a Missouri non-profit corporation organized under the laws of the State of Missouri (“SHS”), and DeLaSalle Education Center (“DeLaSalle”), organized under the laws of the State of Missouri. SHS and DeLaSalle may be referred to herein together as the “Parties” and independently as a “Party.”

WHEREAS, SHS is a Federally Qualified Health Center (“FQHC”) as recognized and designated by the U.S. Department of Health and Human Services’ Health Resources and Services Administration (“HRSA”) and Bureau of Primary Health Care, the U.S. Department of Health and Human Services’ Centers for Medicare and Medicaid Services, the MO HealthNet Division of the Missouri Department of Social Services and the KanKare program through the Kansas Department of Health and Environment (“KDHE”) and the Kansas Department for Aging and Disability Services (“KDADS”).

WHEREAS, DeLaSalle provides high school education in Jackson County; and

WHEREAS, DeLaSalle desires to facilitate opportunities for the provision of the Behavioral Health Services identified herein to the people enrolled in its program (“Participants”); and

WHEREAS, Pursuant to its mission and in compliance with its HRSA requirements, SHS is dedicated to partnering with organizations to ensure community access to quality, efficient health care and SHS desires to provide the Health Care Services to the Students; and

WHEREAS, SHS has the ability to provide Behavioral Health Services as defined herein, and desires to provide those services to the Participants who desire and consent to such services; and

WHEREAS, the Participants enrolled in the DeLaSalle are made aware of SHS’s ability to provide such services as defined herein and the Participants desire to obtain such services.

NOW, THEREFORE, in consideration for the mutual promises and obligations set forth herein and for other consideration, the value of which the Parties agree is sufficient, DeLaSalle and SHS agree as follows:

Section 1.0 Purpose. The purpose of this Agreement is to establish procedures and guidelines pursuant to which SHS will provide the Behavioral Health Services identified herein to students enrolled in DeLaSalle who consent and desire to obtain such services from SHS.

Section 2.0 Term. The terms of this Services Agreement shall commence on October 14, 2019 (“the Effective Date”), and shall end on the 31st day of May 2020. The Services Agreement may be renewed annually by mutual agreement of the parties.

2.1 Termination. Either party may terminate this Services Agreement with or without cause upon sixty (60) days advance, written notice to the other party. Either party may immediately terminate this Services Agreement for cause due to the material breach of the other party, provided that the other party was given ten (10) days advance written notice of such material breach and an opportunity to cure and did not cure the material reach. Notwithstanding the foregoing, SHS will endeavor to fulfill any services it has scheduled prior to any termination of this Services Agreement.

Section 3.0 Behavioral Health Services. SHS shall make the following Behavioral Health Services available to DeLaSalle Participants:

- a) Teen Parenting Support and Pregnancy Prevention;
- b) Adolescent Substance Use Disorder Services;
- c) Anger Management Education Groups;
- d) Community Support Services; and
- e) Referral to all other services through SHS.

Section 4.0 Responsibility of DeLaSalle. In accordance with the terms and conditions of this Services Agreement, ensuring that the patients and/or guardians are aware of the services available through SHS.

4.1 DeLaSalle will coordinate the student referral process for the Behavioral Health Services identified herein for DeLaSalle.

4.2 DeLaSalle is committed to and endeavors to comply with all applicable laws, regulations and accreditation standards related to its provision of services and partnership with SHS.

4.3 DeLaSalle shall not discriminate against participants in its program or participants it refers to SHS for services based on race, ethnicity, gender, income level, family status, veteran status, disability, age or any other criteria prohibited by law.

4.4 DeLaSalle shall designate a staff member to act as liaison with SHS regarding this Services Agreement and who shall have authority to address concerns and make decisions regarding the provisions of services under this Services Agreement.

4.5 DeLaSalle shall make a space available for SHS to use to provide the Behavioral Health Services to DeLaSalle participants. The space shall provide for confidentiality, the space shall be equipped with audiovisual equipment; the space shall have an appropriate amount of square footage to accommodate the Participant and SHS associates,

Section 5.0 Responsibility of Swope Health Services. In accordance with the terms and conditions of this Services Agreement, SHS will provide the Parental Education Services identified herein to DeLaSalle participants who consent to such services. SHS shall be responsible for scheduling appointments with DeLaSalle participants.

5.1 SHS shall make appropriate staff, including who can provide the Behavioral Health Services, available at the space provided by DeLaSalle in order to provide the Behavioral Health Services to DeLaSalle participants.

5.2 SHS shall furnish Behavioral Health Services consistent with all applicable laws and the prevailing standards of care consistent with how it provides such services to other patients.

5.3 SHS shall provide the Behavioral Health Services to DeLaSalle without regard to Participants' ability to pay.

5.4 SHS shall not discriminate against Participants or in the provision of Behavioral Health Services based on race, ethnicity, gender, income level, family status, veteran status, disability, age or any other criteria prohibited by law.

Section 6.0 Fees. Neither party shall pay any remuneration for any of the services or referrals contemplated by this Services Agreement. SHS shall not charge DeLaSalle for the provision of Behavioral Health Services pursuant to this Services Agreement. SHS will bill patients and/or available insurance.

Section 7.0 Independent Contractor Status. The relationship of the Parties to this Services Agreement shall be that of independent contractors. No agency, joint venture or employment relationship is contemplated or shall be formed as a result or pursuant to this Services Agreement. The Parties do not and shall not have the power or authority to bind the other party or its representatives in any capacity. All persons employed by or volunteering on behalf of a Party to this Services Agreement shall remain the employee or volunteer of such party and shall not be considered the employee or volunteer directly or indirectly, of the other party by virtue of any services provided pursuant to this Services Agreement.

Section 8.0 Insurance and Indemnification. Each Party agree to indemnify, defend and hold harmless the other party from and against any and all claims, damages, costs, and expenses, including reasonable attorneys' fees arising from the negligent or intentional acts or omissions of the party in the provision of services pursuant to this Services Agreement.

8.1 DeLaSalle agrees and warrants that it maintains professional liability, general liability, property coverage and worker's compensation insurance coverage that would provide sufficient coverage against liabilities, claims or damages that may arise from the acts or omissions of DeLaSalle employees, volunteers or participants that may arise due to or arising from participation in this Services Agreement.

8.2 SHS represents and warrants that it and its employees are covered for malpractice liability under the Federal Tort Claims Act ("FTCA") pursuant to 224(a) of the Public Health Service Act, 42 U.S.C. 233. SHS maintains professional liability insurance that provides sufficient coverage against professional liabilities that may arise from acts or omissions in connection with or related to the provision of Behavioral Health Services that SHS furnishes to DeLaSalle participants pursuant to this Services Agreement.

Section 9.0 Confidentiality. The Parties shall maintain the security and privacy of any individually identifiable patient health information ("protected health information" or "PHI") in accordance with Health Information Technology for Economic and Clinical Health Act (HITECH Act) and/or the Health Insurance Portability and Accountability Act of 1996 and the privacy regulations promulgated pursuant thereto, including regulations which may become effective during the term of this Services Agreement ("HIPAA"). Neither party will use or disclose such PHI other than as expressly permitted by this Services Agreement or as required by law. The Parties may, however, use PHI for purposes of managing their internal business

processes relating to their functions under this Services Agreement. The parties further agree to use appropriate safeguards to prevent the unauthorized use or disclosure of such PHI as required by HIPAA and, upon reasonable request, provide each other or the Secretary of the Federal Department of Health and Human Services with information regarding their respective security and privacy practices. In the event that one party uses or discloses any PHI without proper consent or authorization, that party shall immediately report to the other the unauthorized use or disclosure and the remedial action proposed or taken with respect to mitigating any harm related to such use or disclosure to the extent practicable. Each party also agrees to keep a record of all disclosures of PHI consistent with HIPAA requirements and allow patients to access such record of their PHI disclosures and copy their PHI in that party's possession. Upon termination of this Services Agreement, each party shall return or destroy any PHI received from or created for the other party in accordance with HIPAA. If the *return* or destruction of such PHI is not feasible, each party agrees to extend the protections of this Services Agreement to such information and limit further use of the PHI to those purposes that make the return or destruction of the PHI not feasible. Consistent with this Paragraph 4, the parties will require that their subcontractors or agents maintain the security and privacy of any PHI received from the other party in accordance with the terms of this Services Agreement and applicable state and federal laws and regulations. The parties agree to take such action as may be necessary, from time to time, to amend this Services Agreement as necessary for the parties to comply with HIPAA. Any ambiguity in the terms of this Paragraph 4 shall be resolved in favor of a meaning that permits the parties to comply with HIPAA

9.1 The Parties acknowledge that many student education records are protected by the Family Educational Rights and Privacy Act (“FERPA”) and by Missouri state law, and that generally, written student consent must be obtained before releasing personally identifiable student education records to anyone other than Academic Institution. DeLaSalle agrees to provide guidance to SHS with respect to complying with the provisions of FERPA and similar state law. SHS agrees to treat all Participant education records that are specifically identified as such by the Parties confidentially and not to disclose such Student education records except as permitted by law to DeLaSalle and SHS officials who need the information to fulfill their professional responsibilities, or as required or permitted by law. The Parties acknowledge that the fact that a Participant is mentioned in a record or report generated and/or maintained by SHS in the normal course and scope of its operations, and not created or maintained by an academic institution, may not necessarily cause such record or report to be considered a “student education record” for purposes of this paragraph.

Section 10.0 Patient/Participant Choice. The Parties acknowledge and agree that all DeLaSalle students have the freedom to choose and/or request referral to any medical or behavioral health provider without restriction or influence from DeLaSalle or SHS and DeLaSalle and SHS will advise patients of such right. Nothing in this Services Agreement shall require any DeLaSalle students to utilize SHS for the provision of any behavioral health, medical or dental service and participation in the DeLaSalle program shall not be subject to any restrictions or limitations based on any student’s decision to receive the Behavioral Health Services pursuant to this Services Agreement.

10.1 Nothing in this Services Agreement shall inhibit, alter or apply to any other services, such as medical, dental or behavioral health, that students at DeLaSalle receive from SHS that are not part of the Behavioral Health Services in this Agreement.

Services.

Section 11.0 Miscellaneous Provisions.

11.1 The Parties agree and acknowledge that they have freely negotiated the terms of this Services Agreement and that neither Party has offered or received any inducement, remuneration or other consideration from the other Party in exchange for entering into or negotiating the terms of this Services Agreement.

11.2 This Services Agreement shall have no effect on existing agreements between the Parties for alternative services.

11.3 This Services Agreement may be modified by written, mutual agreement of the Parties.

11.4 Neither Party may assign this Services Agreement without prior, written consent of the other Party.

11.5 This Services Agreement is made solely for the benefit of the named Parties and is not intended to create rights or any cause of action in third parties, including but not limited to the Participants.

11.6 The validity and enforcement of this Services Agreement shall be governed by the laws of the State of Missouri.

11.7 A Party will reasonably cooperate with the other Party and its counsel in the defense of any claims against a Party in any way arising out of or connected with this Agreement. Such cooperation, including attendance at depositions, trials, conferences, and the rendering of written reports, will be at no expense to the Party not subject to the claim.

11.8 In the event there are any changes in state or federal statute, regulations, or regulatory guidance that may have a material effect on the operations of the Parties, the Parties may renegotiate this Services Agreement. Either Party shall provide written notice, including the basis upon which it has determined that such a material impact on operations may result. In any case where such notice is provided, the Parties will negotiate in good faith during the thirty (30) day period thereafter in an effort to develop a revised agreement, which to the extent reasonably practicable, will adequately protect the interests of both parties in light of the changes that constituted the basis for the exercise of this provision.

[Signature Page Follows]

Exhibit E – Job Descriptions



EXECUTIVE DIRECTOR JOB DESCRIPTION

POSITION SUMMARY:

The Executive Director shall be the administrative head of the agency responsible for operation and functioning of the organization and the performance of its programs, answerable only to the President of the Board and the Board of Directors; and shall regularly attend all meetings of the Board of Directors and of the Executive Committee; and, in consultation with the President, prepare meeting agendas and arrange for minutes of meetings to be taken.

QUALIFICATIONS:

- MA Education, (PhD preferred)
- Experience in Alternative Education, working with at-risks students, urban students, students with special learning needs.
-

RESPONSIBILITIES:

- Execute the policies and procedures as set down by the Policy and Procedures Manual.
- Carry out the intent of the by-laws and the directives of the Board of Directors.
- Advise the President of the Board as to the condition of the agency at sufficient intervals to insure sufficient information to make administrative decisions relevant to the agency.
- Authorize the hiring, supervision and dismissal of non-academic personnel of the agency.
- Hire, supervise, and dismissal of the Principal.
- Submit reports as directed by Board Committees to the President of the Board.
- Manage the budget and the accounting thereof.
- Recommend by-laws, policies, and procedural changes as he/she sees in the best interest of the agency and the children it serves.
- Maintain the security and integrity of all corporate records, books, correspondence, and papers relating to the business of the corporation. Such records shall be kept at the registered office of the corporation, or at appropriate safe deposit box as determined by the Executive Director with record of such deposits at the corporate office.
- Oversee the management and maintenance of physical facilities and equipment.
- Direct the agency's fundraising activities, including direct mail.
- Assume the ultimate responsibility of being the official staff spokesperson for the agency and direct the public information activities.



Chief Academic Officer Job Description

The Chief Academic Officer is a senior level leader at De La Salle Charter School responsible for shaping, maintaining, and developing an excellent academic culture at DLS. The CAO is accountable for the academic performance of the school. All academic school leaders, teachers, and academic support staff report directly to the CAO.

The CAO will provide leadership, execute the strategic direction of the school's curriculum and academic program, and lead the instruction, assessment, and school improvement initiatives. The CAO is responsible for leading, planning, coordinating, implementing, monitoring, and managing the critical areas and programs in DLS, including learning services, special education, Title programs, English Language Learners, educational technology, credit recovery, Missouri Options, and Career to Education. She/he will oversee the professional development of all school leaders and supervise the overall academic and instructional management of the school. Additionally, the CAO will collaborate with the Executive Director on the development, modification, and evaluation of instructional best practices and program alignment.

1. Develop the strategic direction of DLS as it relates to teaching and learning. Plan and lead the educational programs with appropriate input from other leaders, teachers, organizations, and stakeholders ensuring that there is alignment to the state of Missouri education standards and expectations. Acts on the input from the Executive Director and school board of directors. Ensures that technology is blended in the learning program at DLS.
2. Plan and lead the school's professional development efforts, including implementation of a professional cycle for teaching and learning. Ensure the seamless and efficient integration of the school's professional development objectives into the curriculum for all teachers. Use current and historical data to determine the professional development needs of the staff.
3. Hire, train, direct, evaluate, mentor and develop leaders and teacher under supervision. Develop future instructional leaders for the overall improvement of DLS.
4. Oversee and ensure positive outcomes in the areas of supervision, including but not limited to improvement in graduation rates, on-track to graduation metrics, credit recovery, student growth on Missouri End of Course exams, reduce the gap between student subgroups and develop the educational outcomes and growth in the Career to Education academic programs.
5. Develop, administer, and monitor budgets in all areas of supervision, including the analysis of budget expenditures and any recommendations for on-going operations effectiveness and efficiencies, ensure fiscal integrity and discipline.
6. Prepare and deliver reports to the Executive Director for purposes of presentation to the Board of Directors and to communicate and monitor on academic program effectiveness and implementation. In addition, propose any recommendation for new policies or revisions to existing as the need arises.
7. Establish and maintain effective working relationships with key staff, leaders and stakeholder groups in support and furtherance of school initiatives and to maintain effectiveness and efficiency. Serve on the Executive Director's Senior Leadership Team.
8. Perform all other duties as assigned by the Executive Director.

Start Date: No later than 7/1/19

FTE: 1.0

Minimum Qualifications:

- Master's Degree
- Minimum of 3 years in school administration
- Minimum of 3 years in teaching and curriculum design or 3 years of experience in education administration with emphasis in learning services, staff development or project management
- Demonstrated results in previous positions
- Experience in teaching/leading in an urban setting preferred

Salary: Commensurate with experience and past results.



Director of Student and Academy Services Job Description

School Overview: De La Salle Charter School has a history of providing a supportive learning environment with a quick and direct path to graduation. As an alternative school, DLS has provided an educational program that pairs skill-based competency completion of high school coursework with credit for work based learning and flexible credit recovery opportunities for all students considered at-risk of graduating from high school. Beginning academic year 2019-2020, De La Salle 2.0 will include the addition of a 9th grade Freshman Academy and four new career academies. The Freshman Academy is a small learning community within the high school that uses targeted research-based strategies to keep students on track for graduation and prepared for college and careers. The new career academies will include work-based learning opportunities that offer students the experience of applying their classroom experience in the real world. These programs will grow as the school grows and will be aligned to the high wage, high demand employment opportunities in the greater Kansas City area. It is the mission of De La Salle Charter School to serve students and families in Kansas City by providing them with a pathway and the skills to a productive and successful livelihood.

Position Overview

The Director of Student and Academy Services (SAS) is a senior level leader at De La Salle Charter High School. Student supports and full implementation of the new career academy model are key components of De La Salle's strategy for increasing student achievement, on-time graduation rates, and readiness for postsecondary success. De La Salle is launching the new career academy model with a transition phase during 2019-20 and a full launch in 2020-21. The academies will implement rigorous, integrated CTE programs of study through a small learning community committed to supporting students. Furthermore, an active set of invested partners from industry and higher education will provide a robust continuum of work-based learning opportunities culminating in compensated internships.

The Director of Student and Academy Services is responsible for implementing a high-quality career academy model, including the shaping, maintaining, and developing of student supports and the program of services for academies and career pathways at De La Salle. The Director of SAS drives overall industry partner management, student recruitment, early career awareness programming, data/evaluation/reporting, and marketing/public relations. The Director of SAS also leads professional development related to the implementation and improvement of staff ability to embed work-based learning, transition to a college and career focus, and other important shifts in college and career readiness culture at DLS.

The Director of Student and Academy Services is the key liaison with the career academy advisory boards and school-specific industry/higher education partners. The Director will directly supervise academic counselors, behavior interventionist/recruiters, security, and other student support staff/partners.

The Director will report to the Executive Director.

Essential Duties and Responsibilities:

- Provides leadership and vision to ensure compliance in matters relating to student discipline, alternative education, child welfare and attendance, guidance services, and school safety.
- Supervises and evaluates student services staff.
- Provides direction, coordination, and guidance to the school's counseling services and outside contracted services, as needed.
- Manages and works with staff for the purposes of students that are not making adequate academic progress and design appropriate interventions.
- Oversees registration and enrollment processes for the purpose of meeting school targets with respect to proper procedures, policies, and necessary regulations.
- Coordinates and conducts professional development activities for staff around school advisory model, support services for students and families, work based learning in and outside the classroom, and college and career readiness structures.
- Directs the development and monitoring of a comprehensive school wide guidance service programming addressing personal, social, educational, and career development skills
- Assessment, progress monitoring, and student support systems;
- Career academy and student social and emotional programs, events, and field trips;
- External activities, such as site visits, guest speakers, and industry seminars; and
- Post-secondary support for alumni.
- Develops and maintains robust partnerships with industry and higher education partners, including Academy Advisory Boards and assisting with development efforts.
- Oversees the implementation of student recruitment.
- Creates, implements, and monitors staff development programs for regular and newly recruited Student and Academy Services (SAS) staff.
- Creates incentive awards and programs to develop and maintain high motivation, interest, and commitment from the staff and students.
- Designs and implements a continuum of work-based learning opportunities throughout high school, including compensated internships for 11th and/or 12th grade students and preparation for success in the workplace.

Management and Operations

- Ensures a safe and nurturing environment for students, staff and families.
- Apply performance management systems in a way that ensures a culture of continuous improvement, support and accountability among SAS team.
- Comply with all state and federal laws, policies and agreements.

Family and Community Engagement

- Organizes the family and community engagement strategies of DLS to help shape and develop family and community voice and involvement
- Shares information and development with various stakeholders, serves as a liaison between the school and outside agencies and partners
- Collaborates with staff, families, and the community in developing and implementing services and/or programs.

- Keeps students and parents informed of school, district and state goals, policies and activities.
- Actively advocates for and engages with families and the community.
- Ensures that parents are provided with regular reports of their child's progress.
- Enthusiastically informs the community about school accomplishments and needs through regular written and verbal communications.
- Provides leadership in guiding the various programs sponsored with the public, i.e. boosters, social agencies, School Advisory Committees, P.T.A., etc.
- Establishes and maintains a harmonious multicultural, multiethnic educational environment.
- Sustains meaningful partnerships with families and with community members that support student achievement and student well-being.
- Other duties as assigned.

Supervisory Responsibilities: Yes

Required Qualifications:

- Master's degree.
- At least five years of related work experience, including previous experience in a leadership capacity and experience creating and maintaining partnerships with external stakeholders.
- Previous exposure to or experience in program startup, workforce development, human resource development, and postsecondary systems a plus.
- Career and Technical Education (CTE) experience preferred.

Shift Type: Full-Time

Salary Range: Competitive and commensurate with experience / Per Year **Contract:** 12 month

Location: De La Salle Charter School, Kansas City, Missouri



JOB DESCRIPTION: DEAN OF STUDENTS

Last updated: 4/20/18, JAB

POSITION SUMMARY:

The Dean of Students is part of DeLaSalle's senior management team with primary responsibility for student conduct and discipline, counseling, and security. The Dean of Students also supports organizational fundraising through the creation and execution of special events.

QUALIFICATIONS:

- Masters in Education
- Two or more years counseling experience or equivalent experience
- Experience with at-risk youth and their social and behavioral issues
- Demonstrated success in encouraging parental involvement
- Exhibited leadership in working with professional staff, students, parents and the community
- Exceptional communication skills, both oral and written
- Strong organization skills
- Collaborative team player

RESPONSIBILITIES:

- Provides supervision and evaluation of counseling and security positions
 - Ensures officers/security are securing and patrolling the exterior as well as the interior of the building on a daily basis
- Responsible for the tracking behavioral and attendance referrals submitted from class or counselors
- Assess behaviors of students, identify and implement consequences
- Assist in tracking attendance of students and work proactively to find viable solutions
- Assist in planning professional development for staff
- Provide information to administration about patterns of attendance and discipline
- Facilitate suspension in and out of school
- Liaison with community resources for student referrals
- Conference with students about inappropriate classroom or attendance behavior
- Work with teachers to re-teach Discovery model (Redirect Policy) to maintain a consistent culture at DLS
- Monitor goals of the ReDiscovery Program
- Lead the Discipline Panel in making decisions after major incidents
- Responsible for enacting the school's emergency response and evacuation plan in fire incidents, bomb threats, hazardous materials incidents, natural disasters, inclement weather, infrastructure failures, and acts of terrors
- Oversee and manage DLS security services including training, monitoring and assessment of on duty officers, heading the security committee, meeting bi-weekly with the team of care
- Serve as the primary lead for all special events. Establish project plans, delegate appropriate tasks and responsibilities, and ensure that all events are professionally executed and meet specified fundraising goals.
- Develop annual evaluation, planning and execution of DeLaSalle's volunteer program, including recruitment, background checks, training and supervision
- Manage organization's information technology systems, access, and security
-
- Other administrative and instructional duties as assigned



Freshman Academy Director Job Description

The Freshman Academy Director is one of the most important components of a Freshman year experience for students. The Freshman Academy Director provides instructional leadership to academy teachers, while working closely with the Chief Academic Officer and Director of Student Services. Additionally, the FA Director acts as the direct liaison between the Academy and school leadership. The primary functions of this position are to guide teacher development efforts, support 9th grade student success in the areas of academics, attendance and behaviors.

Responsibilities include, but are not limited to, the following duties:

- Facilitate and design FA staff meeting times including, but not limited to, planning and drafting of agendas, preparation of presentations, recruitment of resource speakers, facilitation of discussions, writing and review of academy action plans, etc.
- Research and provide curricular resources to academy teachers and staff, meet with teachers and other stakeholders to generate and brainstorm ideas, and review said plans to compile information to create the documents listed below.
- Collaborate with school personnel to submit, on the CAO's behalf, documents required by both the Executive Director and the state to include, but not limited to, the yearly line-item budget and action plan of activities.
- Maintain, in an organized manner, all documentation as it relates to FA activities/academies, e.g., meeting agendas and rosters, professional development records, etc.
- Monitor the FA budget as it relates to expenditures and budget transfer requests, purchase orders as related to FA activities; travel requisitions and records from professional conferences; records of hourly payment to teachers for supplemental work for the advancement of Freshman activities/academies; documentation of in-service payment, documentation of academy structures (including a vision/mission), academy team member activities, and student membership trends.
- Assist the Director of Student Services in the placement of students for internship positions by coordinating required activities such as: career exploration experiences, job shadowing and work placement programs.
- Maintain, in an organized manner, student performance accountability data, e.g., on-track metrics (grades), attendance and behavior records.
- Collaborate and document all staff development including external conferences and workshops as well as internal in-services and meetings and support the curriculum mapping efforts, including meetings with individual subject area/grade level groups.
- Organize field trips and prepare and maintain required documentation as related to Freshman activities/academy.
- Assist the CAO with the development of the School Improvement Plan as it pertains to including information regarding Freshman academy/activities.
- Additional duties as necessary..

Data and Systems Software Manager

The Data and Systems Software Manager position supports SchoolSmartKC's developing strategy in data accuracy and quality, collaboration among and across district and charter schools, enrollment, and college- and career-pathways by supporting school's work in building strong data systems that "talk to each other" to best drive student achievement.

Essential Functions

- Oversees the accuracy of student data (e.g. STAR, Evaluate, Power School, Tyler etc.) for the purpose of using the results to inform teaching, assessment coordination and school/district planning.
- Collaborates and consults with Chief Academic Officers (or like positions) and other pertinent staff teachers, for the purpose of supporting the implementation the comprehensive Assessment Plans to ensure educational assessment success.
- Collaborates with ITS for the purpose of maintaining all technology (e.g. computer labs/laptop carts/ laptops for the purpose of ensuring assessments can be completed in a timely and efficient manner.
- Compiles data from a variety of sources for the purpose of monitoring Assessment expenditures, while complying with financial, legal and administrative requirements.
- Analyzes and recommends Assessment budget allocations, expenditures, fund balances and related financial activities for the purpose of ensuring that allocations are accurate, expenses are within budget limits and/or fiscal practices are followed.
- Develops and provides training for staff on data and data systems, for the purpose of ensuring program continuity and standardization.
- Works with appropriate staff to help facilitate and oversee state and district assessments (e.g. distribute manuals, creates calendar, STAR, WIDA, EOC etc.) for the purpose of adhering to all ethical and standardized administration guidelines.
- Prepares a wide variety of written materials (e.g. reports, procedures, repair and activity logs, etc.) for the purpose of documenting activities, providing written reference, and/or conveying information.
- Ensures testing protocols, reporting software and programs, and assessment integrity are prepared and accurate at appropriate times.
- Recommends policies, procedures and/or actions for the purpose of providing direction for meeting the district's goals and objectives.
- Coordinates necessary test accommodations to ensure access for students in Special Education and students who are English Language Learners
- Works with EdOps to produces data reports from multiple data sources that

- assist teachers and staff in analyzing student needs
- Collaborates with EdOps to ensure school/district stays in compliance DESE expectations.

Reporting and Site Work

This position reports to the Director of Educational Investments at SchoolSmartKC. Substantial site-based work is expected, with accompanying travel to various schools.

Other Functions

Performs other related duties as assigned for the purpose of ensuring the efficient and effective functioning of the work unit.

Job Requirements: Minimum Qualifications

Skills, Knowledge and Abilities

SKILLS are required to perform multiple, technical tasks with a need to occasionally upgrade skills in order to meet changing job conditions. Specific skill based competencies required to satisfactorily perform the functions of the job include: operating standard office equipment including using a variety of software applications; planning and managing projects; preparing and maintaining accurate records; interpersonal and communication skills; and supervision skills.

KNOWLEDGE is required to perform basic math, including calculations using fractions, percents, and/or ratios; review and interpret highly technical information, write technical materials, and/or speak persuasively to implement desired actions; and analyze situations to define issues and draw conclusions. Specific knowledge based competencies required to satisfactorily perform the functions of the job include: pertinent laws, codes, policies, and/or regulations; personnel processes; curriculum adoption process; program planning and development; concepts of grammar and punctuation; principles of best tutoring and summer school practices; adult learning styles and the change process; Title I program requirements; and Federal & State requirements.

ABILITY is required to schedule a number of activities, meetings, and/or events; often gather, collate, and/or classify data; and use job-related equipment. Flexibility is required to independently work with others in a wide variety of circumstances; analyze data utilizing defined but different processes; and operate equipment using standardized methods. Ability is also required to work with a significant diversity of individuals and/or groups; work with data of widely varied types and/or purposes; and utilize a variety of types of job-related equipment. Independent problem solving is required to analyze issues and create action plans. Problem solving with data frequently requires independent interpretation of guidelines; and problem solving with equipment is

moderate to significant. Specific ability based competencies required to satisfactorily perform the functions of the job include: adapting to changing work priorities; communicating with diverse groups and individuals; meeting deadlines and schedules; setting priorities; working as part of a team; working with detailed information/data; and maintaining confidentiality.

Responsibilities

Include: working independently under broad organizational guidelines to achieve unit objectives; Utilization of resources from other work units is often required to perform the job's functions. There is a continual opportunity to impact the organization's services.

Work Environment

It is anticipated that this position will have a "split work" environment, with substantial on-site school-based work (e.g., 1 day at the SSKC office, 4 days at school sites, per week, could be "normal").

JOB DESCRIPTION: DEVELOPMENT AND MARKETING ASSOCIATE 0.4 FTE

POSITION SUMMARY

Successfully promote and support the mission of DeLaSalle Education Center through planning, management and execution of all special events and respective individual and corporate fundraising and sponsorships associated with those events. In addition, coordinate all communication and volunteer efforts for the institution.

QUALIFICATIONS

- Demonstrate passion for the mission of DeLaSalle.
- Bachelor's degree plus 2-4 years of relevant experience are required.
- Fundraising experience
- Demonstrated success in planning and execution of special events
- Proven ability to source potential financial resources.
- Experience working with Raiser's Edge or other fund-raising database.
- Proven ability to coordinate volunteers
- Proven ability to work as part of a high performing team of development professionals.
- Ability to manage multiple projects within limited time frame and scheduled deadlines.
- Demonstrated success in establishing excellent interpersonal relationships with key leaders, team members and volunteers to accomplish goals and objectives of DeLaSalle.
- Establish highly effective working relationships with all members of DeLaSalle's staff including administrators, teachers, counselors, support staff, and operations staff.
- Ability to research and provide insight to qualify major gift benefactors available to DeLaSalle.
- High level of competency with Excel, Word, Outlook PowerPoint and Raiser's Edge.
- Use data base, internet, and other research vehicles to identify qualified prospects.

RESPONSIBILITIES

- Primary lead for all special events. Establish project plans, delegate appropriate tasks and responsibilities, and ensure that all special events initiated through development are of the highest professional quality and meet designated fundraising goals.
- In collaboration with DeLaSalle's Executive Director (ED), cultivate, steward and solicit potential and current donors to DeLaSalle. In addition, research, identify and manage a portfolio list of past and potential future event donors in ongoing effort to implement a comprehensive solicitation and fundraising plan for DeLaSalle events.
- Identify new individual and corporate prospects for special events.
- Develop annual evaluation, planning and execution of DeLaSalle's volunteer and marketing programs.
- Recruit, schedule, confirm, orient, and retain event volunteers, as well as develop and maintain positive volunteer relationships.
- Maintain a volunteer event calendar ensuring volunteer sessions/projects are scheduled.
- Conduct background checks on all volunteers.
- Successfully promote and support the mission of DeLaSalle Education Center through planning, management and execution of special events, including individual and corporate fundraising and event sponsorships.
- In collaboration with DeLaSalle's Executive Director, cultivate, steward and solicit potential and current donors to DeLaSalle. Includes research, identification, and management of donor database. Assist ED in creating, managing and executing a comprehensive annual development plan.
- Plan, manage and execute marketing and volunteer programs. Marketing includes website and social media content development, advertising, and promotion of the DLS mission.

ESSENTIAL FUNCTIONS/KEY COMPETENCIES

- Works well in a team environment
- Experience planning and executing special events
- Fundraising experience
- Confidence and ability to initiate and steward relationships with new and existing prospects
- Extremely organized and proficient in Excel, Outlook and Raiser's Edge.
- Provide input in the establishment and implementation of strategies, tactics, budgets and goals to accomplish the mission of DeLaSalle.
- Research, identify and solicit potential sponsorships for new or ongoing events.
- Demonstrate a high level of skill and ability at building relationships and strategic partnerships with a wide variety of groups and individuals.
- Demonstrate a high level of decision making and problem-solving skills.
- Build consensus within the overall agency and committees of volunteers.
- Manage multiple projects within limited time frame and/or deadlines.
- Communicate effectively in written, verbal, personal and presentational styles.

OUTCOMES MEASUREMENTS

Measurable increases in DeLaSalle's corporate and individual support of events.

Achieve net income and participation level in Special Events.

Increase number of volunteers supporting fund raising goals.

Trends in repeat contributions from special event benefactors.

Achieve acceptable rating from senior managers and teachers.

Executive Administrative Assistant

JOB SUMMARY

This position serves as the “right hand” support to the Superintendent and Board of Directors ensuring effective and efficient communication. This position provides full spectrum administrative support to the Superintendent and his or her staff including matters of a confidential nature.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties of this position include the following. Employees in this position perform some or all of the following tasks. Other duties may be assigned.

1. Research, create, input, format, organize and edit relevant data as needed or requested and prepare in a usable format for Superintendent or his/her designees.
 2. Contribute to and collaborate with District Office communications team efforts.
 3. Provide administrative support to Superintendent including, but not limited to preparation of presentations, budget, minutes, tracking, calendar management, travel and room arrangements and correspondence to board of directors, staff and community.
 4. Complete a high volume of computer work, using District computer programs, to input high volume of data with speed and accuracy, including confidential data, in an environment with constant interruptions.
 5. Schedule board meetings, conferences and programs as required including creating schedule, contacting all invited parties, preparing agendas, board packets, confirmation, arranging for catering and distributing materials to all parties.
 6. Perform general office duties including answering multi-line phones, greeting the public, typing, filing, sorting and handling incoming and outgoing mail.
 7. Maintain and update school board website including current agendas, approved minutes and other relevant information.
 8. Draft correspondence and send on behalf of board of directors.
 9. Provide administrative support to budget committee including elections, meetings, agenda and minutes.
 10. Serve as first point of contact for inter district transfers including incoming calls, request for paper work, forwarding requests, approvals, renewals, denials; track all requests; verify resident district information.
 11. Organize secretarial meetings and trainings throughout the year including agendas, presenting and researching questions.
 12. Update and maintain board policies as required including ensuring superintendent review, board approval and posting
 13. Track expenditures and pay bills timely
 14. Appropriately maintain and secure confidential records and inquiries.
 15. Professionally represent the school and the District in interactions with parents, community, staff, and students.
- Executive Assistant - Supt(AAIV)/School Board Page 2
16. Format and complete special projects as assigned by Superintendent.
 17. Maintain appropriate certifications and training hours as required.
 18. Comply with applicable District, state, local and federal laws, rules and regulations.
 19. Attend work regularly.
 20. Other duties may be assigned as needed.

MARGINAL DUTIES AND RESPONSIBILITIES

Marginal duties of this position include the following. Employees in this position perform some or all of the following tasks. Other duties may be assigned.

1. Serve on building and District committees and councils.

2. Attends staff meetings and in-service trainings
3. Assists other office staff as requested.

SUPERVISORY RESPONSIBILITIES

All school employees have some responsibility for supervising students and assisting in maintaining a safe environment.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- **Education and/or Experience:** Associate's degree (A.A.) or equivalent from two-year college or technical school; minimum five years of progressively responsible experience in executive support or equivalent combination of education, experience and/or training. Prior successful experience working in schools or public agency preferred.

- **Interpersonal Skills:** Works well with others from diverse backgrounds. Focuses on solving conflict; maintaining confidentiality; listening to others without interrupting; keeping emotions under control; remaining open to others' ideas and contributing to building a positive team spirit.

- **Language Skills:** Ability to communicate fluently verbally and in writing in English. . Ability to respond to common inquiries or complaints from parents, staff or members of the community. Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals. Ability to write routine reports and correspondence.

- **Mathematical Skills:** Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions and decimals. Ability to calculate figures and amounts such as interest, proportions and percentages.

- **Reasoning Ability:** Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

- **Computer Skills:** General knowledge of computer usage and ability to use database software, accounting, internet software, e-mail, word processing software. Ability to proficiently use the following programs strongly preferred: Visions, MS Word, Access and Excel. Ability to type accurately and proficiently.

Executive Assistant - Supt(AAIV)/School Board Page 3

- **Other Skills and Abilities:** Ability to appropriately communicate with diverse staff and others including vendors and other agencies. Ability to exercise good judgment and work in an environment with frequent interruptions.

- **Certificates, Licenses, Registrations:** Certificates as determined by the District including a valid Oregon Driver License.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee is frequently required to walk; stand; sit; use hands for fine manipulation, handle or feel and reach with hands and arms using a keyboard and video display terminal. The employee is frequently required to stoop, kneel, crouch or crawl and climb stairs. The employee must regularly lift and/or move up to 15

pounds and occasionally up to 25 pounds. Specific vision abilities required by this job include close vision.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Occasionally perform work beyond a standard 40-hour work week when work-load requires.

The work environment is in a school that combines standard office equipment (fax, copier, phone, computer, 10-key, etc.) with the standard school setting. The noise level in the work environment is usually low to moderate.

OTHER

Note: This is not necessarily an exhaustive or all-inclusive list of responsibilities, skills, duties, requirements, efforts, functions or working conditions associated with the job. This job description is not a contract of employment or a promise or guarantee of any specific terms or conditions of employment. The school district may add to, modify or delete any aspect of this job (or the position itself) at any time as it deems advisable.

Prepared



JOB DESCRIPTION: TEACHER

Last updated: 4/23/18, JAB

POSITION SUMMARY:

Using the elements of the DeLaSalle Model, teachers will facilitate learning and success for all students in their area of instruction. A moral role model is expected along with the passion to teach inner city youth basic skills in the fundamentals. Strong communication skills, interpersonal skills, and the ability to make a difference in the lives of DeLaSalle students are skills you need to possess.

QUALIFICATIONS:

- Bachelor's degree with at least three (3) years' experience teaching in subject area or equivalent
- Missouri Certified grades 9-12 in subject area
- 3-5 years of experience in alternative education preferred
- Passion for the mission of DeLaSalle Education Center
- Ability to teach in an un-graded classroom
- Versed in differentiation and individualizing curriculum for each student
- Positive role model with a passion to teach
- Evidence of commitment to ongoing in service and professional development
- Ability to communicate to students, school staff, parents, and community members
- Proven ability to work as part of a high performing team of professionals

RESPONSIBILITIES:

Provide a curriculum plan that encompasses ideas about the educational activities in which students will engage, including what will be learned, methods of learning, and pre and post assessment of learning

- Engage students in a balanced and sequential program of learning in subject area. Facilitate various learning techniques, creativity and communication, cultural and historical connections, and applications to life.
- Pre-assess what the student knows in relation to objectives and determine the student's interest, background, experience and learning styles. This assessment should be both formal and informal.
- Prescribe appropriate objectives from the curriculum plan on which each individual student will work
- Select, or guide student selection of learning activities, and resources appropriate for each individual student in order to accomplish objectives
- Educational activities and materials, from which the student and teacher choose in order to achieve instructional objectives or accomplish educational plans, need to be chosen to reflect the student skill level, learning style, and interest
- Responsible for developing course outcomes, which would include strategies for instruction and assessment for each course taught
- Responsible for keeping and maintaining accurate records and documentation such as contracts, log sheets, credit slips, attendance, evaluation, Student of Concern forms, time sheets
- Other duties as assigned

Recruitment and Behavior Interventionist Specialist

PURPOSE OF THE POSITION:

The position of Recruitment, Retention and Behavior Interventionist Specialist is critical to the success of DeLaSalle Charter High School. The Specialist recruits, enrolls and assists in retaining students at DeLaSalle. The Specialist ensures that the enrollment process and student information is accurate. The Specialist also serves as a Behavior Interventionist to help maintain a health school culture. The DeLaSalle team engages, supports and motivates young adults by developing positive relationships with them and supporting them as they face academic and life challenges. As members of the DeLaSalle family, our values are high academic achievement, persistence, responsibility, structure, support, collaboration, professionalism and respect.

QUALIFICATIONS:

- High school diploma or equivalent
- Two to four years of specific job-related office experience and pertinent training

ESSENTIAL SKILLS:

- Must be able to engage a diverse group of stakeholders
- Strong writing and communication skills
- Willingness to learn and continuously improve processes
- Self-management and self-awareness
- Teamwork and collegiality
- Respectful and fair
- Extremely well organized and efficient
- Fluency with software, basic office equipment, and online programs used to track, maintain, and disseminate data

RESPONSIBILITIES:

- Supports the maintenance and execution of recruitment and outreach plans in collaboration with the Director of Student and Academy Services and other departments
- Maintain strong relationships with local middle and high schools, community-based organizations, apprentice programs and other groups that work with our targeted/identified student population from a full range of communities and identify productive avenues to support recruitment of future students
- Creates positive relationships with students and helps maintain a safe and secure school culture
- Input and update student information and enrollment data in student information system and ensure it appears accurately in all external databases.
- Create and maintain student files
- Ensure student record requests from internal and external solicitors are fulfilled following FERPA regulations in coordination with other internal departmental guideline
- Represent DeLaSalle at community events to connect with potential students
- Execute and support personalized school visit experiences for prospective students and their families, student recruitment planning, school tours, open houses and accepted student program activities.
- Promote and manage recruitment events and efforts on social media outlets (Facebook, Instagram, and Twitter)

GENERAL RESPONSIBILITIES OF ALL TEAM MEMBERS:

- Fully embrace and promote DeLaSalle's mission, vision, and values
- Develop and maintain positive and supportive relationships with all students and team members
- Consistently implement school-wide expectations in classrooms and common areas
- Participate actively in staff meetings, department meetings, and community meetings as required
- Participate actively in special events, including field trips, community days, college tours, graduations, etc.
- Reflect upon performance, set goals for improvement, and take advantage of training opportunities to learn and implement effective strategies
- Maintain an organized, clean, and inviting work area
- And other duties as assigned

Job Type: Full-time

Salary: starting at \$28,000.00 per year

Experience

- working in schools: 2 years (Required)
- Enrollment and recruitment: 2 years (Preferred)

Education: High school or equivalent (Required)

Language: English & Spanish Fluent (Preferred)



JOB DESCRIPTION: FRONT DESK RECEPTIONIST

Last updated: 4/23/18, JAB

POSITION SUMMARY:

This position acts as the first point of contact for those entering the DeLaSalle building, often creating the first impression guests, visitors, and the community have of the organization.

QUALIFICATIONS:

- Demonstrate passion for the mission of DeLaSalle
- High school diploma preferred or equivalent experience
- Excellent computer skills, especially use of Microsoft Office (Word, Excel, PowerPoint, and Outlook)
- Demonstrated successes in the area of supporting administrative staff and managers
- Proven ability to interact professionally with students, parents, and community members
- Exceptional communication skills, both oral and written
- Strong organizational skills
- Collaborative team player

RESPONSIBILITIES:

- Responsible for greeting all visitors, answering phones, and contacting staff to escort visitors. Duties include, but are not limited to:
 - Turning automatic message phone system off and on at scheduled times
 - Checking and forwarding messages from the "General Mail Box" to appropriate staff member
 - Answer phone line system with the general greeting ("Thank you for calling DeLaSalle Charter High School. How may I direct your call?")
 - Greet and sign in all visitors in a professional and timely manner. Direct them to the person they are to see.
 - Check student and parent bags upon entry to the building
 - Ensure students are entering their student ID numbers when tardy and given tardy passes to class
 - Check all tardy students in via Tyler System
 - Record Daily Attendance on board
 - Locate counselors via walkie when teachers are having student issues and TOC cannot be reached by phone
 - Ensure students are not hanging around in the hallways and or around the front desk
 - Pass out and collect enrollment applications while also getting basic information from parent
 - Call for all general pick-ups and deliveries and notify staff when applicable
- Coordinate police officers/security. Duties include, but are not limited to:
 - Make sure police officers are patrolling the hallways and classrooms
 - Ensure officer at front desk is locking and unlocking bathroom doors at appropriate times
 - Ensuring that the only officer seated at the front desk is the one assigned to Front desk duty & patrol
- Responsible for incoming mail and faxes. Sort and distribute to staff. Ensure employee mail boxes are set up in alphabetical order to ensure user friendliness.
- Other duties as assigned



JOB DESCRIPTION: CUSTODIAN

Last updated: 4/23/18, JAB

POSITION SUMMARY:

This position is responsible for the day to day maintenance of the DeLaSalle facility.

QUALIFICATIONS:

- Demonstrate passion for the mission of DeLaSalle
- High school diploma preferred or equivalent experience
- Demonstrated custodial experience and mechanical abilities
- Proven ability to interact professionally with students, parents, and community members
- Exceptional communication skills, both oral and written
- Strong organizational skills
- Collaborative team player

RESPONSIBILITIES:

- Ensure that all work orders are completed in a timely manner. Tracks facility work projects (Maintenance Request Forms) both unfinished and complete.
- Ensure spending on supplies is within approved budget
- Responsible for the daily maintenance of the facility. Duties include, but are not limited to:
 - Clean and sanitize restrooms/bathrooms and drinking fountains using established practices and procedures
 - Clean, dust and wipe furniture; sweep, mop or vacuum floors; empty/clean wastebaskets and trash containers; replace light bulbs; refill restroom dispensers
 - Assist with the setup of facilities for meetings, classrooms, events, etc.
 - As needed, move furniture, equipment, supplies and tools
 - Lock and unlock assigned buildings: secure building when facilities are not in use checking for unlocked doors and windows, report any unauthorized occupants, turn off lights
- Perform periodic routine maintenance. Duties include, but are not limited to:
 - Strip, clean, buff and apply floor sealer and floor finish to hard surface floors, vacuum and shampoo carpets
 - Wash walls and equipment; use ladders when required in work assignments
 - Wash accessible interior and exterior windows. Clean blinds. Launder cleaning rags and dust mops
 - Perform cleaning and related activities such as removing snow or debris from sidewalks and stairs
- Use and maintain assigned power equipment and hand tools including buffers, vacuums, brooms, mops, squeegees, and small hand tools.
- Other duties as assigned



Missouri
Charter Public School Commission

January 31, 2020

Mr. David Oliver
President of the Board
DeLaSalle Education Center
3737 Troost Ave.
Kansas City, Missouri 64109

RE: 2018-2019 Annual Report

Dear Mr. Oliver:

This letter transmits the Missouri Charter Public School Commission's 2018-2019 Annual Report of DeLaSalle Education Center.

Charter schools sponsored by the Commission are reviewed annually as to their progress in meeting statutes, provisions of their performance contracts and Commission policies. Commission staff review required submissions provided by the school for accuracy, timeliness and compliance. The annual report includes a summary of the submission review, a report on the formal annual site visit and supplementary exhibits. The annual report is issued once the academic performance results are published by the Department of Elementary and Secondary Education and analyzed by Commission staff.

School Leadership should pay particular attention to the timely and accurate submission of compliance documents to the Commission. While the organization ended the year with all documents submitted only 57% were submitted on time with 88% accuracy. This is a critical function of the school to ensure compliance and accountability.

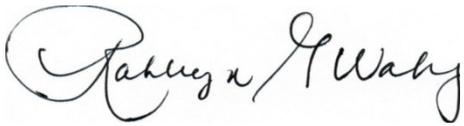
The Commission commends the Board of Directors for the hard work you have demonstrated over the last 18 months to turn DeLaSalle around both organizationally and financially. The organization finished the year meeting nearly all of the financial goals for both the near term and sustainability of the organization. We know that this was no small achievement; well done!

While the last year brought many successes, the academic achievement at DeLaSalle is still far below expectation in nearly all areas. The Commission recognizes that in the last year the board

has worked to create a new plan for school. Your renewal charter will be a restart, led by an accomplished and proven leader. We commend the board for taking steps to meet the needs of the students in your care and look forward to seeing progress in these areas.

The Commission is available to discuss the report if you desire. We look forward to partnering with you as you approach renewal.

Sincerely,

A handwritten signature in cursive script that reads "Robbyn G. Wahby". The signature is written in black ink and is positioned above the printed name.

Robbyn G. Wahby
Executive Director

CC: DeLaSalle Education Center Board of Directors
Sean Stalling, DeLaSalle Education Center Executive Director
Members, Missouri Charter Public School Commission
Dr. Chris Neale, Department of Elementary and Secondary Education

Attachments

2018-19 Annual Report
Site Visit Report
EpiCenter Compliance Summary
Board Attendance Chart

**Missouri Charter Public School Commission
DeLaSalle Charter School Annual Report
School Year: 2018-2019**



SUMMARY

INDICATORS AND MEASURES	MEETS STANDARD?
ACADEMIC PERFORMANCE	Falls Far Below
State and Federal Accountability	Not Evaluated
Academic Proficiency	Falls Far Below
Postsecondary Readiness	Falls Far Below
SCHOOL GOALS IN PERFORMANCE CONTRACT	Partially Meets
Academic	Falls Far Below
Support Services – Academic and Career Plans	N/A
Business and Finance	Meets
Board Governance and Engagement	Partially Meets
FINANCIAL PERFORMANCE	Meets
Near-Term Financial Health	Meets
Financial Sustainability	Meets
ORGANIZATIONAL PERFORMANCE	Meets
Education Program Compliance (including services for special populations)	Meets
Financial Management and Oversight	Meets
Governance and Reporting	Meets
Student and Employee Rights and Requirements	Meets
School Environment	Meets

For each measure in this report, the school receives one of the ratings described below:

RATING	DESCRIPTION
Exceeds	The school is exceeding expectations and showing exemplary performance. This rating only applies to academic performance.
Meets	The school generally meets the criterion, is performing well, is meeting expectations for performance, and/or minor concerns(s) are noted.
Partially Meets	The school meets some aspects of the criterion, but not others and/or moderate concerns(s) are noted.
Falls Far Below Standard	The school falls far below the stated expectations and/or significant concern(s) are noted. The failures are material and significant to the viability to the school.

It is with gratitude that the Missouri Charter Public School Commission thanks the National Association of Charter School Authorizers for the use of their Authorizers Toolkit – Annual Reports Made Easy (2016). For more information on annual reports, toolkits or quality charter school authorizing please visit: www.qualitycharters.org.

SCHOOL OVERVIEW

SCHOOL NAME	DeLaSalle Charter School
SCHOOL OPENED	2010-2011
SCHOOL NEXT RENEWAL	2019-2020
GRADES SERVED	9-12
SCHOOL ADDRESS	3737 Troost Ave. Kansas City, MO 64109
SCHOOL CONTACT INFORMATION	Sean Stalling 816-561-4445 stallings@delasallecenter.org
SCHOOL WEBSITE	www.delasallecenter.org
NEIGHBORHOOD LOCATION	N/A
AREAS SERVED	Citywide
LEADERSHIP	Elizabeth Sanders, Executive Director David Oliver, Board President
SCHOOL MISSION	DeLaSalle Education Center is committed to serving students in a high school setting where personalized education, holistic services, and workforce development are all incorporated to benefit our students.
TOTAL STUDENT ENROLLMENT IN 2018-19	156

Student Demographics

RACE/ETHNICITY	
Asian/Pacific Islander	0
Black	83.9%
Hispanic/Latino	9.6%
Multiracial & Other	0
Native American	0
White/Caucasian	5.7%
HISTORICALLY UNDERSERVED POPULATIONS	

Free or Reduced-Price Lunch	99%
Students with Disabilities	8%
English Language Learners	1%

Student Enrollment by Grade in 2018-2019

9	18
10	50
11	49
12	39

I. ACADEMIC PERFORMANCE

Fall Far Below

This section provides an overview of the school’s performance in the year reviewed on a variety of academic measures the school is accountable for achieving, as established by applicable federal and state law and the charter contract.

INDICATORS AND MEASURES	SCHOOL PERFORMANCE	MEETS STANDARD?	Targets
STATE AND FEDERAL ACCOUNTABILITY		Not Evaluated	
State Rating		Not Evaluated	
STUDENT ACADEMIC PROFICIENCY		Falls Far Below	
Proficiency – English (All)	22.2%	Falls Far Below	59.0% - State (E2)
Proficiency – English (Subgroups)	22.2%	Partially Meets	35.7% - State (All)
Proficiency Comparison – English	22.2%	Partially Meets	32.4% - KCPS (E2)
Proficiency – Math (All)	0.0%	Falls Far Below	45.3% -State (A1)
Proficiency – Math (Subgroups)	0.0%	Falls Far Below	29.1% - State (All)
Proficiency Comparison – Math	0.0%	Falls Far Below	19.7% - KCPS (A1)
Proficiency – Science (All)	8.0%	Falls Far Below	39.2% - State (Bio)
Proficiency – Science (Subgroups)	10.0%	Falls Far Below	28.6% - State (All)
Proficiency Comparison – Science	8.0%	Partially Meets	9.2% - KCPS (Bio)
POSTSECONDARY READINESS (HIGH SCHOOLS ONLY)		Falls Far Below	
4 Year Graduation Rate	36.4%	Falls Far Below	
Post-Secondary Matriculation Rate (of graduates)	30.6%	Falls Far Below	KCPS=97.1%
ACT Performance	14.4	Falls Far Below	

SCHOOL GOALS IN PERFORMANCE CONTRACT		Partially Meets	
ACADEMIC	(A) Annually, at least 90% or more of DeLaSalle students who enter the school year as seniors will graduate in May of that school year. Annually, at least 70% or more of DeLaSalle students will advance in grade-level during the academic year.	Falls Far Below	
	(B) The average daily attendance for all students enrolled will be at least 75% in both FY19 and FY20.	Falls Far Below	
	(C) Using the 2017-18 EOC percent proficient/advanced scores for both DLS and the State of Missouri as a baseline, DLS will close the gap between DLS and the state by 5% annually in Algebra, English II, Biology I, and Government.	Falls Far Below	
	(D) Annually, at least 65% of students enrolled in MO Ops Program will successfully earn, or be on track to earn, their high school diploma by age 21, as measured by their Individual Academic Plan.	Falls Far Below	
Support Services – Academic and Career Plans	With the support of DLS staff (counselors, leadership), every DLS student, regardless of age, will develop an Individual Academic Plan that will include: career interest inventory results, state test scores, college/career plans, and academic course schedules that align to college/career plans and outline the courses needed for graduation. This will be documented by a final report provided by the school no later than March of each academic year, presented to the board, which outlines and summarizes the plans, areas of interest, and student goals.	N/A	Was not tracked in FY19; will be tracked in FY20

Business and Finance	(A) The school will bring its fund balance as stated on ASBR to 3%	Meets	
	(B) Clean audit for FY19 and FY20	Meets	
	(C) The school's annual budget process will include a target of an annual 2-3% gross margin (e.g., 3% reserves annually, as a target)	Meets	
	(D) By June 30, 2020, DLS will target having 30 days cash on hand, with an increase of 10 days each subsequent year until reaching 60 days cash on hand.	NA	
Board Governance and Engagement	(A) At least 80% of the DLS board will attend 80% of the meetings in a fiscal year, as documented by board records.	Partially Meets	66% of board met
	(B) 100% of the FY19 and FY20 board will participate in Charter Board Partner training. Training will include but not be limited to best practices related to Operations, Finance, and Achievement, which will be conducted by a high-quality trainer and documented in board minutes.	Meets	

II. FINANCIAL PERFORMANCE

Meets

This section provides an overview of the school’s performance in the year reviewed, and a view of recent historical trends, on financial measures the school is accountable for achieving, as established by applicable federal and state law and the charter contract. These measures provide information about the school’s financial health and sustainability.

Near-Term Measures

- **Current Ratio** measures a school’s ability to pay its obligations over the next 12 months (calculated as the ratio of short-term assets to short-term liabilities).
- **Unrestricted Days Cash on Hand** indicates how many days the school could operate without receiving additional funding (calculated as the school’s total cash divided by the average daily cost to operate the school).
- **Enrollment Variance** shows how well the school is meeting its enrollment projections (calculated as actual enrollment divided by enrollment projection in the school’s board-approved budget).
- **Debt Default** indicates whether a school is meeting its debt obligations or covenants.

Sustainability Measures

- **Total Margin** measures a school’s revenues compared to its expenses—i.e., did the school operate at a surplus or deficit in the given time period?
- **Debt to Asset Ratio** compares the school’s financial liabilities to its assets.
- **Cash Flow** indicates the trend in the school’s cash balance over a period of time (similar to Days Cash on Hand, but indicating long-term vs. near-term sustainability).
- **Debt Service Coverage Ratio** indicates a school’s ability to cover its debt obligations in the current year.

	3-YR AVG.	FY18 VALUE	FY19 VALUE	MEETS STANDARD?	Targets
NEAR-TERM MEASURES				Meets	
Fund Balance	N/A	-1.74%	16.74%	Meets	3% meets
Current Ratio	N/A	0.6	.73	Partially Meets	1-1.1 meets
Unrestricted Days Cash on Hand	N/A	23.23	76.28	Meets	30 days + positive 1 year trend or 60 days for schools in year 3 or greater meets
Enrollment Variance	N/A	275/125	120/156	Meets	Schools in year 3 or more 95% variance = Meets/85-

					95% Does not Meet; less than 85% falls far below standard
Debt Default	N/A	0	0	Meets	No default meets
SUSTAINABILITY MEASURES				Meets	
Total Margin	-0.25	0.04	.19	Meets	Positive meets
Debt to Asset Ratio	0.7	0.9	.2	Meets	Less than .9 meets
Cash Flow	\$282,432	\$207,153	\$205,843	Meets	
Debt Service Coverage Ratio	N/A	0	0	Partially Meets	1.1 or greater meets DLS building & debt transferred this year

III. ORGANIZATIONAL PERFORMANCE

Meet

Charter schools are required to meet certain regulatory requirements and responsibilities as established by applicable state and federal law and their charter contracts. This section reports the school’s overall performance in the year reviewed in fulfilling legal requirements and fiduciary/public stewardship responsibilities, and other measures relevant to organizational health and performance.

INDICATORS AND MEASURES	MEETS STANDARD?	Targets
EDUCATION PROGRAM COMPLIANCE	Meets	
Implementing the material terms of the education program as defined in the current charter contract	Meets	
Complying with applicable education requirements	Meets	
Protecting the rights of students with disabilities	Meets	
Protecting the rights of English Language Learner (ELL) students	Meets	
FINANCIAL MANAGEMENT AND OVERSIGHT	Meets	
Meeting financial reporting and compliance requirements	Meets	
Following Generally Accepted Accounting Principles (GAAP)	Meets	
GOVERNANCE AND REPORTING	Meets	
Complying with governance requirements	Meets	
Holding management accountable	Meets	
Complying with reporting requirements	Partially Meets	Requirements were submitted but not in timely fashion or consistently accurate.
STUDENT AND EMPLOYEE RIGHTS AND REQUIREMENTS	Meets	
Protecting the rights of all students	Meets	
Meeting attendance goals	Falls Far Below	
Meeting teacher and other staff credentialing requirements	Meets	
Respecting employee rights	Meets	
Completing required background checks	Meets	
SCHOOL ENVIRONMENT	Meets	
Complying with facilities and transportation requirements	Meets	
Complying with health and safety requirements	Meets	
Handling information appropriately	Meets	



DELASALLE

Opportunity Powered by Education

2019 Site Visit Report



Missouri
Charter Public School Commission

About This Report

The Missouri Charter Public School Commission (MCPSC) conducts annual site visits in each of the schools it sponsors. Site visits vary in length depending on the size, location, age, and/or specific conditions of a particular school. Site visits take place prior to opening, shortly after opening, in the Spring of the first through third years and may be conducted at additional times when deemed necessary by the Commission. An additional and more extensive multi-day site visit will occur at the beginning of the fourth year. Data and information collected from site visits, as well as what is collected throughout the years of the charter, will be used by the Commission to determine if the charter will be renewed, placed on probation or closed.

A team of three members conducted a one-day site visit at DeLaSalle Education Center (DLS) on February 12, 2019. During this visit, the team conducted focus groups with a variety of stakeholders including:

- Students
- External Stakeholders
- Dean of Students
- Director of Operations
- Families
- MO Options Staff
- Counselors/Therapists
- Classroom Teachers
- Executive Director
- Board of Directors
- Special Education Staff

Information from focus groups, as well as document review, has provided data that was analyzed to complete this report. Site visits and subsequent site visit reports are not intended to provide technical assistance or other advice to the school. The site visit is also not intended to directly assist schools in making decisions about how to improve academic programs or operations.

The format of this report is a modified version of the SchoolWorks School Quality Review (SQR) protocol designed for the MCPSC. The SQR is based on a transparent, research-based set of standards that serve as the framework to understand the effectiveness of school practices. The sites visit team uses evidence collected during the site visit to develop findings in relation to the protocol's criteria and indicators.

The following key questions guide the site review team's work in the school:

- **Domain 1 – Students' Opportunities to Learn**
 - Does the school identify and support students with a full range of needs?
 - Does the school have a safe, supportive learning environment that reflects high expectations for all students?
- **Domain 2 – Educators' Opportunities to Learn**
 - Does the school design professional development and collaborative systems to sustain a focus on instructional improvement?
 - Does the school's culture indicate high levels of collective responsibility, trust, and efficacy?
- **Domain 3 – Leadership and Governance**
 - Do school leaders guide and participate with instructional staff in the central processes of improving teaching and learning?
 - Do school leaders effectively orchestrate the school's operations?
 - Does the board provide competent stewardship and oversight of the school?

Introduction

DLS is committed to serving students in a high school setting where personalized education, holistic services, and workforce development are all incorporated to benefit its students. DLS is the only alternative charter high school in Missouri dedicated to serving at-risk urban core students. Many students have fallen behind in their grade level and face overwhelming academic needs and personal challenges.

Almost all stakeholders reported hopelessness and despair at DLS a year ago. However, almost all parties reported "major changes" and progress over the course of the current school year. This year was a transition year at DLS and much was accomplished. Most notably, the school is now financially stable.

With the recent hiring of an Executive Director with turnaround experience to lead the implementation of the DLS 2.0 plan, a revitalized board, and continued investment from a broad array of external stakeholders, DLS is on the path to better serving its students and the Kansas City community.

Domain 1 – Students’ Opportunities to Learn

Students’ Learning Supports

The school is beginning to identify and support students with a full range of needs.

The school’s intervention system does not yet allow students to move along a continuum of services. The school is beginning to provide basic in-class interventions and supports to ensure academic growth and positive behavior for all students; however, much of these supports are offered outside of the classroom environment and are not academically focused. Each student is assigned to one of two counselors. These counselors work with students and their families as needed to coordinate the various aspects of academic and social-emotional supports. Students and parents reported strong relationships with the counselors. In addition to counselors, students receive support from a therapist and case manager provided at no cost to the school by Swope Park Mental Health Services. Staff reported that the therapist position was vacant at the time of the site visit, but that they were seeking a replacement. Aim4Peace is another support for students working towards violence prevention and remediation. Staff members reported that they “check in” with students daily and attempt to de-escalate contentious situations. DLS offers one Missouri Options classroom that administrators reported serves 17 students. This program is in its first year and will graduate one student this year. Teachers reported that curriculum for this program is teacher-created and largely technology-based, but that technology infrastructure and reliability was a challenge. School-wide, students shared a negative perception of the use of the Edgenuity program as an intervention tool, but did convey that this year there was less use of this technology-based learning. Other stakeholders also reported that historically Edgenuity was overused and expressed concerns about its effectiveness.

The school provides appropriate supports for students with special needs. Staff reported there are nine students with Individualized Education Plans (IEPs), and that generally the percentage of DLS students receiving special education services hovers around 10% of the total student population. Qualified support staff delivers supports for students with special needs. Exceptional Specialties Group (ESG) is contracted to provide special education evaluation and services for DLS. This group has been contracted by DLS for the past eight years. This year ESG opened a Resource Lab for special education students. A horticultural therapist will also work with students in raised garden beds this year. Staff reported having sufficient resources with regard to special education. Educators do not yet formally collaborate to collect and review risk-indicator data to identify students with special needs and to plan appropriate interventions. Currently, teachers or administrators will contact ESG and ask for a student to be “checked.” ESG will begin the evaluation process by surveying all teachers with an individualized template. ESG then gathers observations, grade history, transcripts, etc. and starts to inquire with intake coordinators. The DLS counselors are also involved in this process. Specialist staff reported that an independent evaluation of

special education services at DLS determined full compliance and no corrective action plan. Current school leadership is involved in the IEP process, and this involvement was reported to be critical.

School Climate and Culture

The school is beginning to have a safe, supportive learning environment.

The school does not yet hold high expectations for academic learning.

Some academic improvement efforts at the school were started this year under interim school leadership; however, many stakeholders reported a general lack of rigor in instruction. Teachers and administrators reported that historically there have been low academic expectations for students, but that this is shifting. For example, historically students are not given homework at DLS; however, some teachers reported recently setting homework expectations. Students reported “some teachers see what you need to do and push you” and that teachers “want us to be something better than we expect us to be.” Students reported that their counselor was the primary contact person to assist in deciphering academic reporting and that independently they did not have a clear understanding of their academic progress or status towards graduation. Students and staff members described an “orientation” that takes place at the beginning of each school year. Incoming/new students participate in a three to four day “orientation” each year to ascertain whether each student is a “good fit” for DLS. Administrators reported that during this orientation, students complete academic testing, a trauma needs assessment, and training on school culture. At the end of orientation, students complete a test. If they do not receive a score of 80% or higher, they will not be admitted to DLS. Students have three attempts to score at 80% or higher.

The school is beginning to provide a safe and orderly learning environment. School leadership was cited by many stakeholders as being instrumental in bringing order to DLS with regard to discipline and school culture. Students reported that there have been major changes this year, including: smaller school size and physical consolidation to first floor only; stricter teachers; less fighting. In general, the greatest strength of the school that was cited most frequently and consistently was the family atmosphere. Many stakeholders reported that students and staff really know each other well, and that administrators are engaged with students. There was also evidence of strong relationships with family members. Some stakeholders expressed concern with perceived expulsions and an overly strict environment; however, others were pleased that there was less violence and fighting this year. Several staff members indicated that they had undergone “trauma sensitive training.” Teachers and administrators reported that there were several school-wide culture pieces around behavioral expectations that were put in place this year – the “Discovery Model” and the “6 Ps.” However, administration estimated a 50/50 split on successful implementation. There was inconsistent evidence of the Discovery Model and/or the 6 Ps present in classrooms. The school has some reported incidences of physical violence, aggression, bullying, teasing, or harassment. Students were observed swearing in the hallway and using

aggressive language with each other. Stakeholders reported that this year there was an intentional shift away from Out of School Suspension to In School Suspension (ISS). A new ISS program was named “SOAR.” It was reported by several stakeholders that at any given time there are generally around four or five students in ISS. Administrators reported that a therapist visits each student in ISS daily to offer support and that teachers provide daily work for students.

Domain 2 – Educators’ Opportunities to Learn

Educators’ Learning Supports

The school is beginning to design professional development and collaborative structures to sustain a focus on instructional improvement.

Professional development is beginning to be active, but is not yet intensive, or sustained. In the past supports for teachers were quite limited; however, a deliberate observation-feedback cycle started this year. Both administrators and teachers reported that this cycle was being completed regularly. The Executive Director both evaluates and coaches teachers. Teachers reported that they are observed once a week or every other week for 15-30 minutes. They then receive feedback on that observation within a week. Stakeholders reported that through a new partnership with Kansas City Public Schools (KCPS), they have received some instructional coaching supports.

Educators are beginning to collaborate regularly to learn about effective instruction and students’ academic performance. Because of the small school size, there is one teacher for each subject area. Teachers report that at times this can make collaboration challenging. Teachers conveyed that they meet every other week after school to review student data as a team; administrators and counselors also participate in these meetings. Teachers reported that they rely on their peers for support. Teachers expressed willingness to work together and improve practice. They also described an “academic services leadership cabinet” that convenes to act as a sounding board.

Professional Working Climate

The school’s culture is beginning to indicate some collective responsibility, trust, and efficacy.

The school is beginning to reflect a safe, trustworthy and growth-oriented professional climate. Educators conveyed that they are willing to share and discuss their own practice, seek and accept feedback, and collectively experiment with new strategies. Current teaching staff was described as being “hungry to dig more into their craft” and responsive to the opportunity for additional support resources. Teachers and administrators described how they spent time over the summer in a paid, week-long

“curriculum summit” and expressed ownership over these types of efforts to improve the school’s overall program and instructional practice.

Domain 3 – Leadership and Governance

Instructional Leadership

School leaders are beginning to guide and participate with instructional staff in the central processes of improving teaching and learning.

School leaders have started working to ensure that the school has a coherent, comprehensive, and aligned curriculum. Some efforts were started during summer 2018 to improve curriculum at DLS. Administrators reported that the entire DLS team identified three academic achievement focus areas: engagement, classroom management, and data-driven instruction. Teacher observations and feedback are aligned with these focus areas. Staff reported that during a week-long summer “curriculum summit” DLS and KCPS administrators led teachers in curriculum development efforts. Since there is only one teacher per subject area, each teacher is responsible for curriculum design and planning for students across cohorts. During this summit, staff reported that they utilized Missouri Learning Standards, developed essential questions, identified priority standards, and developed daily pacing guides. Teachers indicated a large amount of independence in curriculum development and design. Teachers reported that the school does not have a purchased curriculum, and that they pull from a variety of curricular resources. The following curricular resources were named: Teachers Pay Teachers, Engage NY, Louisiana State Curriculum. Teachers indicated that they submit lesson plans to the Executive Director weekly for review and share plans with one another as well.

School leaders do not yet provide conditions that support a school-wide data culture; however, efforts were initiated this year to move in that direction. Staff reported that this is the first year using NWEA and that it will be administered three times each year. Staff reported using NWEA, state testing results, and quarterly teacher-created midterms as assessment tools. There is evidence that students struggle with communication about academic progress. The counselors are the main resource for students to access their assessments and to understand their progress towards credits for graduation. Students are able to access this information on Tyler, but reported not regularly doing so.

Organizational Leadership

School leaders are beginning to effectively orchestrate the school’s operations.

School leaders are beginning to lead intentional, strategic efforts to ensure the effectiveness of the school’s program and the sustainability of the organization. This

year, new systems, structures, and procedures were put in place to guide daily routines. Students and parents described a more orderly environment this year. An example of one new routine was the institution of school-wide classroom management practices – including the “Discovery Model” and “6 Ps.” Additionally, leadership made a deliberate decision to significantly decrease the size of the school to restore order and recalibrate the school. Administrators reported that a new attendance policy and procedures were put in place this year as follows:

- Students may be referred to ISS for poor attendance.
- Students are removed from the roster after 10 consecutive days absent.
- Students reported that transportation was a primary obstacle in getting to school and a driver of attendance. Students are given free metro passes.
- Promotional activities such as parties for those above 90% attendance during the school day and raffles.

Leadership reported that 120 students started the 2018-2019 school year at DLS; there was no ninth grade class enrolled this year. As of February 1, 2019, there were 94 students enrolled. Documentation indicates that 151 students have been enrolled at DLS for the period August 13, 2018 to February 1, 2019. Leadership reported six students were expelled for sexual misconduct and chronic misbehavior.

Governance

The Board provides competent and appropriate governance to ensure the success and sustainability of the school.

The Board provides strong financial oversight. A revitalized DLS board has been at the helm for the past year; stakeholders stated that the board is highly engaged and thoughtful. A variety of stakeholders reported that the school was under severe financial distress a year ago, but that it is now financially stable. Leaders are hopeful they will meet the minimum fund balance this year, but may need to raise additional funds through philanthropic support. Financial turnaround was possible through making significant changes in leadership, reducing staff size and reconfiguring contracts, hiring EdOps, hiring a new legal team, cleaning up accounts payable, improving attendance, and fundraising \$1 million this year. SchoolSmart KC (SSKC) has been an important partner in school improvement efforts to date. “DLS 2.0” is the current strategic plan that both SSKC and the board report informing and developing.

The Board does not yet provide strong oversight over the effectiveness of the academic program. Board efforts over the past year have been focused on financial stability and the Executive Director hiring process. Going forward, stakeholders conveyed the need to focus on academic accountability.

2018-19	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Oliver	x	x	x	x	x	x	x	x	x	x	x	x
Anderson	x	x	x	x	x	x	x	x	x	x	x	x
Stofer	x	x	x	x	x	x	x	x	x	x	x	
Ferber	x	x	x	x	x	x			x		x	x
Krigsten	x	x	x	x	x	x	x	x		x	x	x
Desai-Ramirez	x	x	x	x	x	x	x	x	x			
Meeting Attendance	100%	100%	100%	100%	100%	100%	83%	83%	83%	67%	83%	67%

Board

Member

Attendance

100% 80% of 6 = 5

100% board

92% members;

75% only 4 meet

92% the criteria

75%



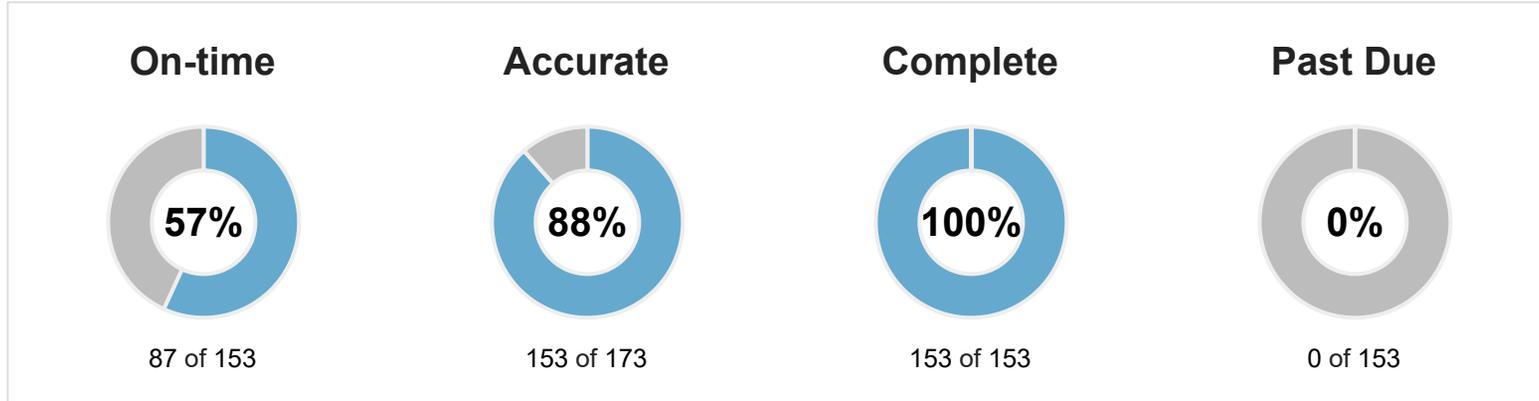
Classifications (8) ▾

Entities (2) ▾

Submission Types (119) ▾

Time Period ▾

Due Dates from 7/1/2018 through 6/30/2019



DeLaSalle Charter School

Board

On-time

33/66

50%

Compliant

Accurate

66/72

92%



Complete

66/66

100%

School

On-time

54/87

62%

Compliant

Accurate

87/101

86%



Complete

87/87

100%

No. HP-114694



STATE of MISSOURI

JAMES C. KIRKPATRICK, Secretary of State

Corporation Division

Certificate of Incorporation A General Not For Profit Corporation

WHEREAS, duplicate originals of Articles of Incorporation of

DE LA SALLE EDUCATION CENTER

have been received and filed in the office of the Secretary of State and which Articles, in all respects, comply with the requirements of The General Not For Profit Corporation Law of Missouri:

NOW, THEREFORE, I, JAMES C. KIRKPATRICK, Secretary of State of the State of Missouri, by virtue of the authority vested in me, do hereby certify and declare

DE LA SALLE EDUCATION CENTER

a body corporate, duly organized this day, that it is entitled to all rights and privileges granted corporations organized under The General Not For Profit Corporation Law of Missouri; that the address of its initial Registered Office in Missouri is

833 Home Savings, 1006 Grand, Kansas City

and that its period of existence is PERPETUAL

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the GREAT SEAL of the State of Missouri, at the City of Jefferson, this 30th day of June, 1971.

James C. Kirkpatrick
Secretary of State

Deputy Secretary of State

RECEIVED OF: DE LA SALLE EDUCATION CENTER

For and in /00

Dollars, \$ 12.00

For Credit of General Revenue Fund, on Account of Incorporation Tax and Fee.

No. HP 114694

Caroline Miller
Deputy Collector of Revenue



State of Missouri . . . Office of Secretary of State

JAMES C. KIRKPATRICK, Secretary of State
CORPORATION DIVISION

ARTICLES OF INCORPORATION
OF A
GENERAL NOT FOR PROFIT CORPORATION
(To be submitted in duplicate by an Attorney)

HONORABLE JAMES C. KIRKPATRICK, Secretary of State
STATE OF MISSOURI
JEFFERSON CITY, MISSOURI 65101

We, the undersigned, (Not less than three)

Name	Number	Street	Address City	State
Godfrey S. Kobets	1	9215 Richmond Dr.,	Kansas City,	Missouri
Theodore Berni, F.S.C.	2	1600 Paseo,	Kansas City,	Missouri
Norman O. Sanders	3	833 Home Savings,	1006 Grand, K.C.	Missouri

being natural persons of the age of twenty-one years or more and citizens of the United States, for the purpose of forming a corporation under the "General Not For Profit Corporation Law" of the State of Missouri, do hereby adopt the following Articles of Incorporation:

- The name of the corporation is: DE LA SALLE EDUCATION CENTER
- The period of duration of the corporation is: perpetual
(Please state "perpetual" or a definite number of years)
- The address of its initial Registered Office in the State of Missouri is: 833 Home Savings, 1006 Grand Street
in the City of Kansas City, Mo. County of Jackson and
(Zone)
the name of its initial Registered Agent at said Address is: Norman O. Sanders
- The first Board of Directors shall be three in number, their names and addresses being as follows:
(Not less than three)

Name	Number	Street	Address City	State
Godfrey S. Kobets	1	9215 Richmond Dr.,	Kansas City,	Missouri
Theodore Berni, F.S.C.	2	1600 Paseo,	Kansas City,	Missouri
Norman O. Sanders	3	833 Home Savings,	1006 Grand, K.C.	Missouri

5. The purpose or purposes for which the corporation is organized are:
Exclusively charitable, literary, benevolent, cultural, scientific, and educational and shall include providing students who have voluntarily or involuntarily discontinued their high school studies with an alternate means by which to graduate from high school and proceed into employment or college; providing a tutorial program for students in the Kansas City area urban schools who wish to improve their individual skills and background in preparation for college entrance and work; research and development of a model high school procedure and curriculum designed to provide a good and relevant urban education for all Kansas City area high school students and testing and observation of the results of any innovations produced thereby; making successful innovations in model procedures and curriculum developed by or thru said corporation available to existing Kansas City area urban school systems as catalysts for improving educational methodology and context; providing a tutorial program for employed young adults in Kansas City area industry and business establishments for the purpose of increasing their earning power by completing high school requirements successfully or by taking a graduation equivalent examination and by preparing themselves for college or work; developing and establishing model instructional methods in curriculum

for further students and developing a method of evaluation of the current program and making increasing programs available to the urban school systems in the Kansas City area.

The corporation shall have the power to do all things necessary to pursue and accomplish the above purposes and in general to exercise any, all and every power which a non-profit corporation organized under the "General Non-Profit Corporation Act of Missouri may authorize.

No part of the earnings or assets of this corporation shall inure to the private benefit of any director thereof, contributor thereto, or any other person. No part of the assets of this corporation or the income derived therefrom shall be given to or inure to the benefit of any person, corporation or organization not exempt from taxation under subchapter (f) of the Internal Revenue Code of the United States of America. No part of the income or property of the corporation may be loaned, without the receipt of adequate security at a reasonable rate of interest. No compensation, in excess of a reasonable allowance for salaries or other compensation for personal services actually rendered, may be paid to any employee, agent or servant of the corporation. No part of the services to the corporation may be made available on a preferential basis to any person or group of persons. In the event of dissolution of the corporation, its property shall be distributed to any charitable, benevolent or civic oriented corporation selected by the Board of Directors whose purposes are similar to the purposes set forth in Article V hereof.

The corporation shall not participate in or intervene in any political campaign on behalf of any candidate for public office. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation. The Board of Directors may repeal or amend

(NOTE: Any special provision authorized or permitted by statute to be contained in the Articles of Incorporation may be inserted above.)

the by-laws of this corporation and may adopt new or additional by-laws.

(INCORPORATORS MUST SIGN BELOW)

Godfrey S. Kobets
Berni F.S.C.
Norman O. Sanders

Incorporators

VERIFICATION

STATE OF MISSOURI
County of JACKSON ss.

I, CAROL F. TAGGART, a Notary Public, do hereby certify that on the 28th day of June, 1971, Godfrey S. Kobets, Theodore Berni, F.S.C. and Norman O. Sanders

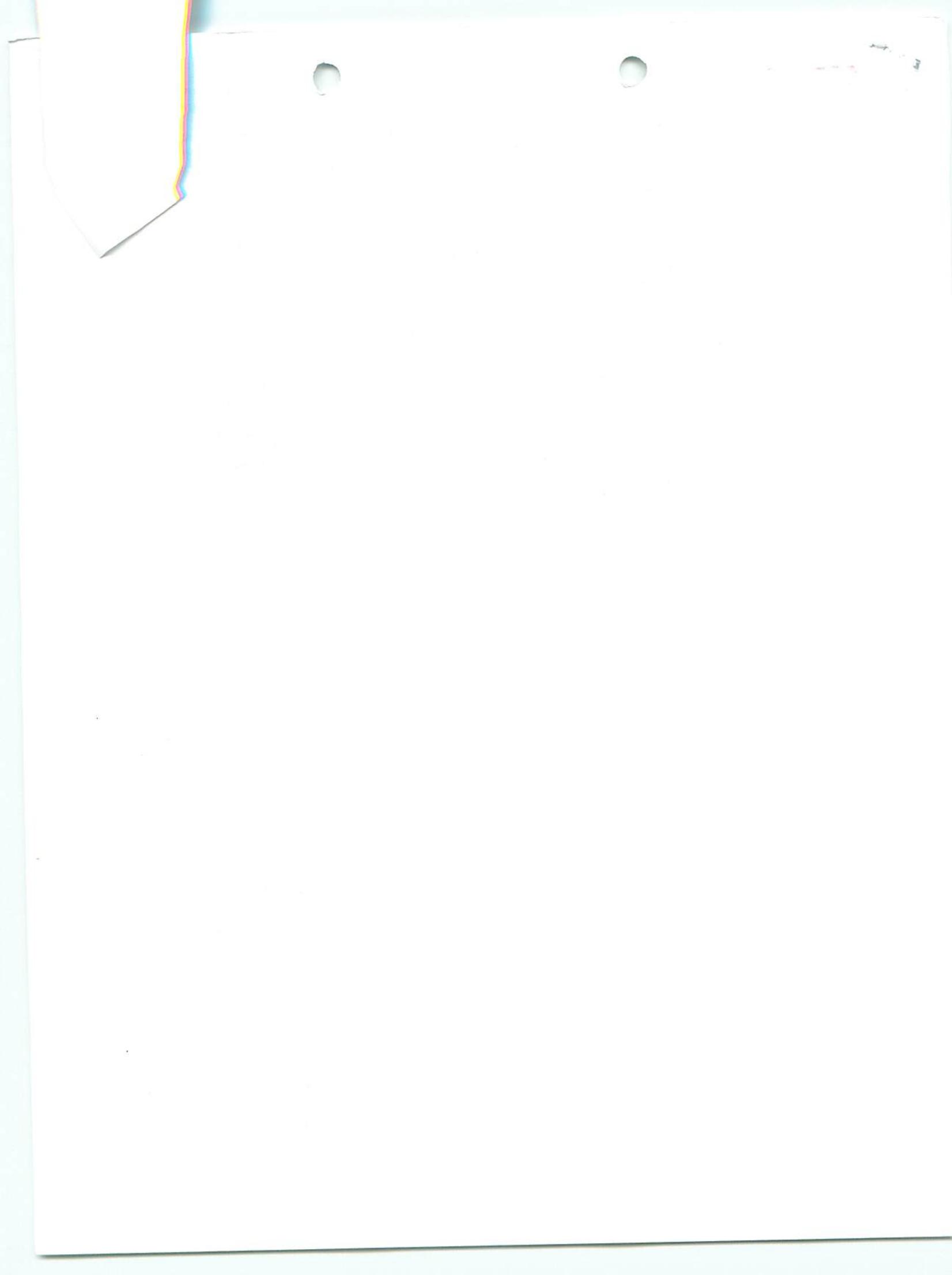
personally appeared before me and being first duly sworn by me severally acknowledged that they signed as their free act and deed the foregoing document in the respective capacities therein set forth and declared that the statements therein contained are true to their best knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.



Carol F. Taggart
Notary Public

UP 1146911
197802
NOTARY PUBLIC
MISSOURI



**Amended and Restated Bylaws
Of
De La Salle Education Center
Db
De La Salle Charter School
(A CHARTER SCHOOL)**

ARTICLE I

ADMINISTRATIVE

1. **PRINCIPAL OFFICE.** The principal Office of the Corporation shall be in Kansas City, Jackson County, Missouri. The current address for the Principal Office is 3737 Troost, Kansas City, Missouri 64109. The Corporation may have such other offices either in Missouri or elsewhere as determined by the Board of Directors. The Board of Directors has the authority to change the location of the Principal office as long as it stays in Kansas City, Jackson County, Missouri at any time without amending these Bylaws.
2. **REGISTERED AGENT.** The corporation shall comply with the requirements of the laws of the State of Missouri governing not-for-profit corporations and shall maintain a registered agent in Missouri. The Board of directors may change the registered agent as provided for in the governing laws in the State of Missouri for not-for-profit corporations.
3. **FISCAL YEAR.** The fiscal year of the Corporation shall begin the first day of July and end on the last day of June in each year.
4. **NOTICES.** Any notice required or permitted by the Bylaws to be given to a Director, officer, or member of a committee of the Corporation may be given by mail, electronic mail, or fax. If mailed a notice shall be deemed to be delivered when deposited in the United States mail addressed to the person at his or her address as it appears on the records of the Corporation, with postage prepaid. If given by email it shall be deemed to be delivered when sent to the person at his or her e-mail address as it appears in the records of the Corporation. If given by fax. It shall be deemed to be delivered when sent to the person at the fax number as it appears in the records of the Corporation. A person may change his or her address, email, or fax number by giving written notice to the secretary of the Corporation.
5. **REQUIRED BOOKS & RECORDS.** The corporation shall keep completed books and records of account. The Corporation's books and records shall include, but not limited to:
 - A. A file-endorsed copy of all documents filed with Missouri Secretary of State relating to the Corporation, including, but not limited to, the articles of Corporation, and any articles of amendment, restated articles, articles of merger, articles of consolidation, and statement of change of registered office or registered agent;
 - B. A copy of the Bylaws, and any amended versions or amendments to the Bylaws;
 - C. Open and Closed Minutes of the proceedings of the Board of Directors, and committees having any of the authority of the Board of Directors;

- D. A list of the names, addresses, e-mail addresses, phone numbers and fax numbers of the Directors, Officers and any committee members of the Corporation;
 - E. A financial statement showing the assets, liabilities and net worth of the Corporation at the end of the three most recent fiscal years;
 - F. A financial statement showing the income and expenses of the Corporation for the three most recent fiscal years; and
 - G. All rulings, letters, and other documents relating to the Corporation's federal, state, and local tax status.
6. ANTI-DISCRIMINATION STATEMENT. It is the policy of the Corporation not to discriminate on the basis of age, color, handicap or disability, ancestry, national origin, marital status, race, religion, gender, gender choice, sexual orientation, sexual identification, or lack thereof, veteran status, or political affiliation, in its educational or employment programs and activities.

ARTICLE II
OBJECTIVES, PURPOSES & POWERS

- 1. The Corporation is organized exclusively for educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future federal tax code (the "Code"), including for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) and 170(c)(2) of the Code.

The Corporation's purposes shall include, without limitation, the development and implementation of a Charter School in the State of Missouri that will provide students who have voluntarily or involuntarily discontinued their high school studies with an alternative means by which to graduate from high school and the non-profit purposes stated in the Articles of Incorporation, as may be amended. To enable the Corporation to carry out such purposes, it shall have the power to do any and all lawful acts necessary or convenient to conduct, promote or attain the purposes herein set out, and to that end:

- A. To take, accept, hold, and acquire by bequest, devise, gift, purchase, loan, or lease any property, real or personal, whether tangible or intangible, without limitation as to kind, amount or value.
- B. To sell, convey, lease, or make loans, grants, or pledges of any such property, or any interest therein or proceeds therefrom, and to invest and reinvest the principal thereof and receipts therefrom, if any.
- C. To borrow money upon and pledge or mortgage any such property for the purpose for which it is organized, and to issue notes, bonds, or other forms of indebtedness to secure any of its obligations.
- D. To carry on any of the foregoing activities or purposes either directly or as agent for or with other persons, associations or corporations.
- E. To carry on any activity and to deal with and expend any such property or income therefrom for any of the foregoing purposes without limitation, except such limitations, if any, as may be contained in the instrument under which such property is received, the Articles of Incorporation, the Bylaws of the Corporation, or any other limitations as are prescribed by law.

ARTICLE III
MEMBERS

The Corporation shall not have members.

ARTICLE IV

DIRECTORS

1. General Powers: The affairs of the Corporation shall be managed by its self-perpetuating Board of Directors.
2. Number and Qualifications: The number of persons to constitute the Board of Directors of the Corporation (collectively, "Directors" and each a "Director") shall be no less than three (3) and no more than seven (7). The number of Directors may be increased or decreased by resolution of the Board of Directors. All Directors must be natural persons and must meet the statutory requirements for board members of a Missouri Charter School as set forth in RSMo. Section 160.400 et seq. and amendments thereto.
3. Election and Term of Office: The term of office of each Director shall be for a period of three (3) years. Vacancies on the Board of Directors may be filled at any meeting of the Board of Directors in accordance with Section 6 of Article IV. No Director, including a Director with service on the Board of Directors, shall serve more than two consecutive terms ("**Maximum Term**"). Notwithstanding the foregoing, a Director may serve an additional two (2) year term beyond the Maximum Term if such Director is the President or President Elect and they are serving in their last term. Directors wishing to serve beyond the Maximum Term must wait one calendar year prior to being eligible for re-election to the Board of Directors.

For purposes of calculating the Maximum Term, all Directors currently serving as of the date of the adoption of these Bylaws who have served more than the Maximum Term will be eligible to serve one additional two (2) year term from the date of the adoption of these Bylaws.

4. Meetings:
 - A. Annual Meeting: The annual meeting of the Board of Directors shall be held in May of each year (the "Annual Meeting"), at which meeting the election of Directors (when applicable) should occur and for the transaction of such other business as may come before the meeting. If the day fixed for the Annual Meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day. If the election of Directors shall not be held at the Annual Meeting the Board of Directors shall schedule the election to be held at a special meeting as soon thereafter as possible. The Annual Meeting may be conducted via phone conference, video-conferencing or through the use of other technologies, as long as all of the participants have access to the technology being used for the meeting, including the public.
 - B. Regular Meetings: Regular meetings of the Board of Directors shall be held at a location determined by the Board of Directors. The number of meetings may be increased or decreased by agreement of the Board of Directors but in no event shall there be less than four (4) regular meetings in any fiscal year. The Board of Directors can also hold meetings via phone conference, video-conferencing or through the use of other technologies, as long as all of the participants have access to the technology being used for the meeting, including the public. The Board of Directors may provide, by resolution, the time and place for the holding of regular meetings, other than, the Annual Meeting, without notice other than such resolution. **[OPTIONAL: The academic staff for De La Salle Charter School are invited to identify a representative or liaison to regular meetings, but such representative shall not be a Director nor an ex-officio member of the Board of Directors.]**
 - C. Special Meetings: Special meetings of the Board of Directors may be called by or at the request of the President of the Board of Directors or any Directors as follows; if there are three (3) or fewer board members by one Director; if there are five (5) or more Directors

by two (2) Directors. A person(s) authorized to call special meetings may fix any place to have the meeting. The person(s) calling a special meeting shall notify the Secretary for the Board of Directors of the information required to be in the notice. The Directors calling for the special meeting may fix any place within the State of Missouri, as the place for holding any special meeting of the Board of Directors. The meeting may be held via phone conference, video-conferencing or through the use of other technologies, as long as all of the participants have access to the technology being used for the meeting, including the public.

- D. Emergency Meetings: Emergency meetings of the Board of Directors may be called by any Director when an emergency occurs at or in relation to the school. An emergency includes, but is not limited to, the following: serious illness or death of key personnel; destruction or serious damage to any of the facilities; or the physical welfare or well-being of students or staff is in jeopardy.
 - E. Meeting Agendas: There shall be an agenda for the board members meetings. The agenda may be modified during the meeting.
 - F. Notice: All meeting notices shall use plain, concise English and fully comply with RSMo. Sec. 610 et seq. and amendments thereto. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The notice of waiver does have to include the business to be transacted at and the purpose of any regular, special or emergency meeting of the Board of Directors to be valid.
 - i. Notice for Regular Meetings: The Directors and public shall receive notice of all regular meetings no less than twenty-four hours before the meeting, exclusive of weekends and holidays when the facility is closed, prior to the commencement of any meeting of a governmental body unless for good cause such notice is impossible or impractical, in which case as much notice as is reasonably possible shall be given. If the meeting is being held via the Internet or some other electronic means, the notice shall provide information on how to join the meeting via the technology being used.
 - ii. Notice for Special Meetings: The notice for special meetings are to be sent to the Board of Directors via e-mail and posted for the public no later than twenty-four hours before the meeting, exclusive of weekends and holidays when the facility is closed, prior to the commencement of any meeting of a governmental body unless for good cause such notice is impossible or impractical, in which case as much notice as is reasonably possible shall be given.
 - iii. Notice for Emergency Meetings: Notice may or may not be possible with an Emergency meeting. However, notice shall be sent to the Board of Directors and posted for the public as soon as reasonably possible.
 - G. Quorum & Voting: A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meetings of the Board of Directors; provided that if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. Each Director present shall be entitled to one (1) vote upon each matter submitted to a vote at any such meeting. A quorum is not needed to transact business at an emergency meeting.
 - H. Manner of Acting: The act of the majority of the Directors present at a Board of Directors meeting at which a quorum is present shall be the act of the Board of Directors.
5. Compensation: Directors shall not receive salaries or compensation of any kind for their service on the Board of Directors. The Board of Directors may adopt a resolution providing for reimbursement payments according to State law to their Directors for any expenses incurred for

attending the meetings of the Board of Directors. The Directors may adopt the reimbursement policy used by the school district employees/staff for Director's reimbursements, provided such policy is compliant with the governing law for charter schools and not-for-profit boards operating in the State of Missouri.

6. Vacancies on the Board of Directors:

- A. Removal: The Board of Directors may vote to remove a Director at any time with or without cause. A meeting to consider the removal of a Director may be called and notice given for such meeting, following the procedures provided in the Bylaws. The Director shall have the right to be represented by an attorney at the meeting. At the meeting, the Board of Directors shall consider alternative arrangements for resolving the problems that are in the best interest of the Corporation. A Director may be removed by the affirmative vote of the majority of the Board of Directors. A quorum must be present for a vote of removal. Directors who accumulate four (4) unexcused absences from regular meetings of the Board of Directors in any twelve (12) month period may be dismissed from the Board of Directors without any further action by the Board of Directors, except notice of such Director's removal from the Board of Directors by the President. The Board of Directors may grant an excused absence by a majority vote taken at the meeting of any such absence. Any officer elected or appointed by the Board may be removed or discharged by the board whenever, in its judgement the best interests of the Corporation would be served thereby. Any officer elected or appointed to replace a resigned or removed officer shall hold office from the time of such election for the remainder of the term of the resigned or removed officer and until such officer's successor has been elected. A vacancy in office created by the death of an officer shall be filled as provided in this section.
- B. Resignation/Death: In the event of a vacancy caused by the death or resignation of a Director, a majority of the remaining Directors then in office, although less than a quorum, may elect a successor to hold office for the unexpired term of the term of the Director whose place is being filled. A Director so elected is still able to serve up to an additional three (3) terms after the completion of the unexpired term, if the time left on the unexpired term was less than eighteen (18) months

7. Board Training: All Directors shall successfully complete orientation and training requirements within one (1) year of the date of election or appointment to the Board of Directors. The orientation and training shall consist of at least sixteen hours with the cost of such training to be paid by the Corporation. All Directors must comply with the Board Training requirements. RSMO §162.203.1 and amendments thereto for regular public school board members.

8. Oath of Directors. All Directors must read and sign a commitment to the support of the Corporation and the Board of Directors and to abide by the Board of Directors' programs and policies.

9. Duties of Directors. All Directors shall exercise ordinary business judgement in managing the affairs of the Corporation. Directors shall act as fiduciaries with respect to the interest of the members. In acting in their official capacity as directors of this corporation, directors shall act in good faith and take actions they have duly considered and not take any action that they should reasonable believe would be opposed to the Corporation's best interests or would be unlawful. A director shall not be liable if, in the exercise of ordinary care, the director acts in good faith relying on written financial and legal statements provided by an accountant or an attorney retained by the Corporation. The Board shall have the full and complete power to manage the affairs of the

Corporation and exercise the power of the corporation as set forth in its Articles of Incorporation, and it shall further be in its duty, without limitation of the foregoing powers and duties;

- A. To appoint and remove at pleasure all officers, employees, and agents of the Corporation, prescribe such duties for them as are consistent with the law and these By-Laws and fix their compensation.
- B. To incur indebtedness for the normal transaction of the affairs of the Corporation; to make and execute contracts on behalf of the Corporation; provided, however, that the authority to make and execute contracts on the behalf of the members of the Corporation
- C. Approve the annual budget, regularly monitor the corporation's financial condition, and establish policy guidelines affecting all Corporate assets, including investments and spending.
- D. Generally, to transact and conduct all of the affairs of the Corporation
- E. Contribute financially to the Corporation's fund-raising goals, participate actively in strategies to secure sources of support, and authorize Corporate officers to accept gifts or bequests subject to Board policy guidelines;
- F. Periodically undertake assessments of the Board's performance.
- G. Proxies. A Director may give his/her proxy to a fellow Board member in the following manner: the Director must notify the president and secretary in writing of his/her intent to give his/her proxy.

ARTICLE V
OFFICERS – Powers and Duties

1. Executive Officers: The executive officers of the Corporation shall consist of a President, the immediate past President, President Elect, a Secretary, and Treasurer. An individual may hold any two (2) offices simultaneously except those of President and Secretary.
2. President: The President shall preside over all meetings of the Board of Directors and the Executive Committee, shall be chief executive officer of the Corporation, and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all contracts, deeds, mortgages, and other instruments in writing as authorized on behalf of the Corporation, and shall perform all such duties as are customarily entrusted to and performed by the President of a Missouri nonprofit corporation.
3. President Elect: In the absence of the President, or the inability to act, the President Elect shall act and shall have all the powers and authority of the President.
4. Secretary: The Secretary should attend all meetings of the Board of Directors, the Executive Committee, and all standing and other committees and should record all the proceedings thereof in a minute book kept for that purpose. The Secretary shall have custody of the Corporation's seal and shall be authorized to affix the same to all instruments requiring the Corporation's seal. The Secretary shall have charge of the Corporation's corporate records and any and all other books, records, and papers which the Board of Directors may from time to time entrust to such officer. The Secretary shall give or cause to be given proper notice of all meetings of the Board of Directors, the Executive Committee, and all standing and other committees as required by law and these Bylaws.
5. Treasurer: The Treasurer shall have custody of the corporate funds and securities of the Corporation and shall keep full and accurate account of the receipts and disbursement in books of account belonging to the Corporation and shall deposit all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the corporation in the manner and for the purpose ordered by the Board of Directors, taking proper vouchers or receipts for all such

disbursements, and shall periodically (but at least quarterly) render to the Board of Directors an account of all his/her transactions as Treasurer and of the financial condition of the Corporation.

6. Subordinate Officers: The Board may at any time elect or appoint additional assistant or subordinate officers for the Corporation as it deems necessary or advisable, who shall have such authority, hold office for such length of time and perform duties as may be prescribed by the Board or by an elected officer empowered by the Board to make such determination.
7. Delegation of Powers: Any officer shall perform such other duties and exercise such other powers as may be vested in such by the Board of Directors. Unless prohibited by these Bylaws, the Articles, or by law, the Board of Directors may delegate all or any part of the power or duties of any officer to any other officer, Director, or agent of the Corporation.
8. Authority to Sign Evidences of Indebtedness: No bond, note, mortgage, or other evidence of indebtedness of the Corporation shall be valid or binding upon the Corporation unless and until the same has been authorized by the Board of Directors, signed by the President or President Elect, and attested by the Secretary or signed by the school's lead administrator as authorized by Board resolution.

ARTICLE VI TRANSACTIONS OF THE BOARD OF DIRECTORS

1. Contracts: The Board of Directors may authorize any officer or officers, agent or agents, to negotiate any contract in the name of and on behalf of the Corporation. Contracts are to be signed by the President. In the absence of the President, the President Elect.
2. Loans: No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors
3. Checks, Drafts, Etc.: All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.
4. Deposits: All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.
5. Custodians: The Board of Directors may from time to time designate a bank, trust company, or depository as custodian of all funds and properties of the Corporation, which custodian shall maintain a record of all receipts, expenditures, income and expenses of the Corporation and/or perform such ministerial duties as the Board of Directors by written direction may instruct. The custodian may receive fees for its services as may from time to time be agreed upon by the Board of Directors and the custodian(s).
6. Gifts: The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation. The Board of Directors may make gifts and give charitable contributions that are not prohibited by the Bylaws, the articles of incorporation, state law, and any requirements for maintaining the Corporation's federal and state tax status.
7. Potential Conflicts of Interest: The Corporation shall not make any loan to a Director or Officer of the corporation. The Corporation shall not borrow money from or otherwise transact business with a

member, Director, Officer, or, committee member of the Corporation unless the transaction is described fully in a legally binding instrument and is in the best interests of the Corporation. The Corporation shall not borrow money from or otherwise transact business with a Director, Officer, or committee member of the Corporation without full disclosure of all relevant facts and without the approval of the Board of Directors, not including the vote of any person having a personal interest in the transaction. Additionally, the Board of Directors shall be subject to the conflict of interest provisions of the Law.

8. Conflicts of Interest Policy: The Board of Directors shall adopt a conflicts of interest policy that is consistent with these Bylaws and the governing law for charter school boards and not-for-profit corporations operating within the State of Missouri. Said conflicts of interest policy will be reviewed at every Annual Meeting.
9. Acknowledgment of Conflicts of Interest Policy: Board members will execute on an annual basis an acknowledgment of the Board of Directors' conflicts of interest policy, as well as, completing any State required conflicts of interest forms or information.
10. Prohibited Acts/Actions/Activities: As long as the Corporation is in existence, and except with prior approval of the Board of Directors, no Director, Officer or committee member shall do the following:
 - A. Do any act in violation of the Bylaws or a binding obligation of the Corporation;
 - B. Do any act with the intention of harming the Corporation or any of its operations;
 - C. Do any act that would make it impossible or unnecessarily difficult to carry-on the intended or ordinary business of the Corporation;
 - D. Receive an improper benefit from the operation of the Corporation;
 - E. Use the assets of the Corporation, directly or indirectly, for any purpose other than carrying on the business of the Corporation;
 - F. Wrongfully transfer or dispose of Corporation property, including intangible property such as good will;
 - G. Use the name of the Corporation (or any substantially similar name) or any trademark or trade name adopted by the Corporation, except on behalf of the Corporation in the ordinary course of the Corporation's business;
 - H. Disclose any of the Corporation business practices, trade secrets, or any other information not generally known to the business community to any person not authorized to receive it; nor
 - I. Speak on behalf of the Corporation without the endorsement or approval of the Board of Directors.

If a Director, Officer or committee member violates these provisions, he or she shall be subject to immediate removal from his/her post.

ARTICLE VII COMMITTEES

1. Establishment of Committees: Each member of the Board of Directors, excluding the President, shall serve on at least one (1) committee. The Board of Directors shall adopt a resolution establishing or disbanding committees. The Board of Directors, by resolution, may delegate specified authority to a committee and may appoint or remove members of a committee. A committee shall include two or more directors and may include persons who are not Directors. **[OPTIONAL: Staff members, including the lead administrator, may serve on any committee as an ex-officio, non-voting member of such committee.]** If the Board of Directors delegates any of its authority to a committee, the majority of the committee shall consist of Directors. The Board of Directors may establish qualifications for membership on a committee. The Board of

Directors may delegate to the President its power to appoint and remove members of a committee that has not been delegated. Any authority delegated to a committee shall not relieve the Board of Directors, or any individual Director, of any responsibility imposed by the Bylaws or otherwise imposed by law.

No committee shall have the authority of the Board of Directors to:

- A. Amend the Articles of Incorporation;
- B. Adopt a plan of merger or a plan of consolidation with another corporation;
- C. Authorize the sale, lease, exchange, or mortgage, of all or substantially all of the property and assets of the Corporation;
- D. Authorize the voluntary dissolution of the Corporation;
- E. Revoke proceedings for the voluntary dissolution of the Corporation;
- F. Adopt a plan for the distribution of the assets of the Corporation;
- G. Amend, alter, or repeal the Bylaws;
- H. Appoint or remove a member of a committee or a Director or Officer of the Corporation;
- I. Approve any transaction to which the Corporation is a party and that involves a potential conflict of interests as defined in Article VI, Section 7;
- J. Amend, alter or appeal any resolution of the Board of Directors; nor
- K. Take any action outside the scope of authority delegated to it by the Board of Directors.

The designation and appointment of a committee and the delegation of authority to the committee shall not operate to relieve the Board of Directors or any individual Director of any responsibility imposed upon the Board of Directors or a Director by law.

2. Required Committees. The following committees shall be required for purposes of conducting the work of the Corporation (collectively, the "Required Committees"):

A. Finance Committee, budget and finance duties, review annual report and expenses

The Finance Committee shall undertake such responsibilities as may from time to time be assigned to it by the Board of Directors and shall report their activities to the Board of Directors at regular meetings.

3. Authority to Appoint Committees: The Board of Directors can designate additional committees on an ad hoc basis, as needed.
4. Committee Meetings & Quorum: Written or printed notice of a committee meeting shall be delivered to each member of a committee not less than three (3) days before the date of the meeting. The notice shall state the place, day, and time of the meeting, and the purpose or purposes for which the meeting is called. Such notice may be provided by mail, fax, email or some other Board of Directors agreed method. The notice shall also be posted at least 24 hours before said committee meeting in the manner of a Board of Directors meeting. Minutes shall be kept at each meeting of any committee.

A majority of the number of persons shall constitute a quorum of a committee for the transaction of business at any meeting of the committee. The committee members present at a duly called or held meeting at which a quorum is present may continue the meeting even if enough committee members leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of committee members required to constitute a quorum. If less than a quorum is present at any meeting, a majority of the committee members present may adjourn the meeting at any time without further notice.

5. Actions of Committees: Committees shall make every effort to take action by consensus. However, the vote of a majority of committee members present and voting at a meeting at which a quorum is present shall be sufficient to constitute the act of the committee unless the act of a greater

number is required by law or the Bylaws. A committee member who is present at a meeting and abstains from a vote is not considered to be present and voting for the purpose of determining the act of the committee.

6. Proxies: Committee members may not vote by proxy.
7. Compensation: Committee members shall not receive salaries for their services. The Board of Directors may adopt a resolution providing for the payment to committee members of a fixed sum and expenses of attendance, if any, for attendance at each meeting of the committee. A committee member who is not a Board of Director may serve the Corporation in any other capacity and receive compensation for those services. Any compensation that the Corporation pays to a committee member who is not a Board of Director shall be commensurate with the services performed and shall be reasonable in amount.

The Directors may adopt the reimbursement policy used by the school district to reimburse employees/staff for reimbursement of Committee members, as long as it is compliant with the governing law for charter schools and not-for-profit corporations operating in the State of Missouri.

8. Rules: Each committee may adopt its own rules for its own operation, as long as the rules adopted are consistent with these Bylaws, rules adopted by the Board of Directors and are not inconsistent with scope of the committee's assignment. Rules adopted by a committee must be presented to the Board of Directors for final approval before being used or enforced by the committee. Said rules should be sent to the Board of Directors at least seven days in advance of the meeting where the committee is seeking approval of the same.

ARTICLE VIII AGENTS & ATTORNEYS

The Board of Directors may appoint such agents, attorneys, and attorneys-in-fact of the Corporation as it may deem proper, and may, by written power of attorney, authorize such agents, attorneys or attorneys-in-fact to represent it and for it and in its name, place and stead, and for its use and benefit to transact any and all business which said Corporation is authorized to transfer or do by its Articles of Incorporation, and in its name, place and stead, and as its corporate act and deed, to sign, acknowledge and execute any and all contracts and instruments, in writing necessary or convenient in the transaction of such business as fully to all intents and purpose as said Corporation might or could do if it acted by and through its regularly elected and qualified officers.

ARTICLE IX WAIVER OF NOTICE

Whenever any notice whatsoever is required to be given under the provisions of these Bylaws or under the provisions of the Articles of Incorporation or under the provisions of The General Not for Profit Corporation Act of Missouri, waiver thereof in writing, signed by the person(s) entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE X SEAL

The Board of Directors may have provide a corporate seal which shall be in the form of a circle and shall inscribed thereon the name of the Corporation and the words, "Corporate Seal."

ARTICLE XI
INDEMNIFICATION

1. Indemnification; When: The Corporation may indemnify a Director, Officer, committee member, employee or agent of the Corporation who was, is or may be named defendant or respondent in any proceeding as a result of his or her actions omissions within the scope of his or her official capacity in the Corporation. Indemnification shall be predicated or based, in part, on the individual's full cooperation in the litigation, mediation, arbitration or any other activity associated with the action for which indemnification is being sought. For the purposes of this article, an agent includes one who is or was serving at the request of the Corporation as a Director, Officer, partner, venturer, proprietor, trustee, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise. However, the Corporation shall indemnify a person only if he or she acted in good faith and reasonably believed that the conduct was in the Corporation's best interests. In a case of criminal proceeding, the person may be indemnified only if he or she had no reasonable cause to believe that the conduct was unlawful. The Corporation shall not indemnify a person who is found liable to the Corporation or is found to be liable to another on the basis of improperly receiving a personal benefit. A person is conclusively considered to have been found liable in relation to any claim, issue, or matter if (A) the person has been adjudged liable by a court of competent jurisdiction and all appeals have been exhausted or (B) The termination of a proceeding by judgment, order, settlement, conviction, or on a plea of polo contendere or its equivalent does not necessarily preclude indemnification by the Corporation.
2. Indemnification; How: The Corporation may pay or reimburse expenses incurred by a Director, Officer, committee member, employee, or agent of the Corporation in connection with the person's appearance as a witness or other participation in a proceeding involving or affecting the Corporation when the person is not a named defendant or respondent in the proceeding. In addition to the situations otherwise described in this paragraph, the Corporation may indemnify a Director, Officer, committee member, employee, or agent of the Corporation to the extent permitted by law. However, the Corporation shall not indemnify any person in any situation in which indemnification is prohibited by the terms of Article XI 1, above. Before the final disposition of a proceeding, the Corporation may pay indemnification expenses permitted by the Bylaws and as authorized by the Corporation, i.e. attorneys' fees etc. However, the Corporation shall not pay indemnification expenses directly to the person requesting reimbursement before the final disposition of a proceeding. If the person is a named defendant or respondent in a proceeding brought by the Corporation or the person is alleged to have improperly received a personal benefit or committed other willful or intentional misconduct—that person will not be reimbursed and will be obligated to re-pay monies paid on their behalf pursuant to Article XI 5, below.
3. Indemnification; What: The Corporation may indemnify a person under the bylaws, the person may be indemnified against judgment, penalties, including excise and similar taxes, fines, settlements, and reasonable expenses (including attorney's fees) actually incurred in connection with the proceeding. However, if the proceeding was brought by or on behalf of the Corporation, the indemnification is limited to a reasonable expense actually incurred by the person in connection with the proceeding.
4. Determination of Reasonable Expenses: Before the Corporation may pay any indemnification expenses (including attorney's fees), the Corporation must determine that expenses to be reimbursed are reasonable, except as provided in paragraph, below. The Corporation may make these determinations and decisions by any one of the following procedures:

- A. By a majority vote of the quorum consisting of Directors who, at the time of the vote, are not named defendants or respondents in the proceeding;
 - B. By a majority vote of the committee of the Board of Directors, designated to act in the matter by a majority vote of all Directors, consisting solely of two or more who at the time of the vote is not named defendants or respondents in the proceeding;
 - C. If such a quorum cannot be obtained by the Directors and such a committee cannot be established, by a majority vote of all Directors then by determination of special legal counsel selected by a majority vote of all of the Board of Directors; and
 - D. If the party requesting indemnification submits with his/her request a notarized affirmation that he or she has met the standard of conduct necessary for indemnification under the Bylaws and executes a promissory note for each request for reimbursement that will be void if it is determined that the individual met the requirements for indemnification.
5. Authorization of Payment. The Corporation shall authorize indemnification once it has been determined that the expenses are reasonable. Authorization shall be given if the facts then known to the Board of Directors would not preclude authorizing indemnification see paragraph Article X Section 1. The Corporation shall provide for repayment within thirty (30) days after authorization of payment by the Corporation. If it is ultimately determined that the person has not met the requirements for indemnification. The reimbursement shall be an unlimited general obligation of the person receiving said reimbursement. The obligation need not be secured, and it may be accepted without reference to financial ability to make repayment.

ARTICLE XII
PROPERTY DEVOTED TO CORPORATE PURPOSES

All income and properties of the Corporation shall be devoted exclusively to the purposes provided in the Articles of Incorporation of the Corporation. The Board of Directors may adopt such policies, regulations and procedures governing the management and/or disbursement of funds for such purposes as in its opinion are reasonably calculated to carry out such purposes as set forth in said Articles.

ARTICLE XIII
DISSOLUTION

Upon dissolution of this corporation and after discharging all liabilities and obligations of this corporation (or making adequate provision therefor) and after the return, transfer or conveyance of all assets requiring return, transfer or conveyance thereof because of the dissolution of this corporation and after taking any other action required by law, any remaining assets of this corporation that represent funding from or that were obtained by using federal or state funding shall be distributed to the State of Missouri, Department of Elementary and Secondary Education. The Board of Directors shall distribute the remainder of the assets of the corporation, if any, to one (1) or more qualifying organizations described in Section 501(c)(3), 170(c)(2), 2055(a) and 2522(a) of the Internal Revenue Code of 1986 (or described in any corresponding provision of any successor statute) which organization or organizations have a charitable purpose which, at least generally, includes a purpose similar to this corporation. In the event that the court shall find that this section is applicable but that there is no qualifying organization known to it which has a charitable purpose, which, at least generally, includes a purpose similar to this corporation, then the court shall direct the distribution of its assets lawfully available for distribution to the Treasurer of the State of Missouri to be added to the general fund.

ARTICLE XIV
AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted at any meeting of the Board of Directors called for that purpose by the affirmative vote of a majority of the Board of Directors.

ARTICLE XV
MISCELLANEOUS PROVISIONS

1. Governing Law: These Bylaws shall be construed in accordance with the laws of the State of Missouri. All references in these Bylaws to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time.
2. Legal Construction: If any provision of these Bylaws is held to be invalid, illegal, or unenforceable in any respect, the invalid, illegal, or unenforceable provision shall be excluded as if it had not been included and the remaining provisions and these Bylaws shall continue in full force.
3. Headings: The headings used in these Bylaws are used for convenience and shall not be considered in contouring the terms of these Bylaws.
4. Gender: Wherever the context requires, all words in these Bylaws in the male gender shall be deemed to include female or neutral gender, all singular words shall include the plural, and all plural words shall include the singular.

=====END OF TEXT=====

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected secretary of De La Salle Education Center dba De La Salle Charter School and the foregoing amended Bylaws constitute the current Bylaws of the Corporation. The amended Bylaws were duly adopted at a meeting of the Board of Directors held on May 2, 2018.

Date: 6.4.18
(Signature of Secretary)

Lisa Kerjsten
LISA KERJSTEN
(Print name)

SEAL OF CORPORATION,
If applicable



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248226129
May 07, 2008 LTR 4168C E0
43-0971728 000000 00 000
00016360
BODC: TE

DE LA SALLE EDUCATION CENTER
3740 FOREST AVE
KANSAS CITY MO 64109-2643401



13936

Employer Identification Number: 43-0971728
Person to Contact: Ms. K. Hilson
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of Apr. 28, 2008, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in September 1972, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(ii).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

Wahby, Robbyn

From: Sean Stalling <stallings@delasallecenter.org>
Sent: Wednesday, January 29, 2020 11:15 AM
To: Holliday-Scott, Charnissa
Cc: Wahby, Robbyn
Subject: Re: DeLaSalle Charter Renewal Application

Thank you.

Sean

On Wed, Jan 29, 2020 at 11:12 AM Charnissa Holliday-Scott <chollidayscott@kcpublicschools.org> wrote:

Good morning Sean,

I am in of DeLaSalle's Charter Renewal Application. I will share the document with Dr. Bedell. Thank you.

Charnissa

Charnissa Holliday-Scott, J.D., Ed.S. / Director of Education Systems

Main (816) 418-7000 / chollidayscott@kcpublicschools.org

Kansas City Public Schools / Office of Education Collaboration

Office (816) 418-7285 / Fax (816) 418-7411

2901 Troost Ave., Ste. 215, Kansas City, Missouri 64109

www.kcpublicschools.org

Sent from [Mail](#) for Windows 10

From: [Sean Stalling](#)
Sent: Wednesday, January 29, 2020 11:06 AM
To: [Charnissa Holliday-Scott](#)

Cc: [Wahby, Robbyn](#)

Subject: DeLaSalle Charter Renewal Application

CAUTION: This email originated from outside of the Kansas City Public School System. Do not click links, open attachments or reply, unless you recognize the sender's email address and know the content is safe. If you suspect that this is a bad email, please forward to bademail@kcpublicschools.org.

Good morning, Charnissa.

I am sending you the Charter Renewal Application for DeLaSalle. This correspondence is copied with Robbyn Wahby with the Commission, who is our charter sponsor. Please forward this to Dr. Bedell or the person on his team that is responsible for this information.

If there is someone else that I need to contact, please let me know. I would need their email address to send to them.

Thank you for any help that you can provide.

Have a great day.

Sean

Missouri Charter Public School Commission/DeLaSalle Education Center Charter School Contract & Performance Agreement

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

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

WHEREAS, the DeLaSalle Education Center (“Charter School”) is an independent public school; and

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

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

WHEREAS, on July 28, 2015 the Sponsor approved the proposed charter as set forth in Exhibit A (“Charter Application”); and

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

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

This Agreement constitutes a Charter School Performance Contract (the “charter”) executed this first day of July 2018 (the “Effective Date”), by and between Missouri Charter Public School Commission (the “Sponsor”) and DeLaSalle Education Center a Missouri nonprofit corporation located in Kansas City, Missouri (the “Charter School” or the “School”). The Sponsor and the Charter School are referred to collectively as the “Parties.”

Part I: Establishment of the Charter School

1.1 Parties.

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

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

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

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

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

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

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

1.1.8 Charter School Governing Board.

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

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

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

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

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

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

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

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

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

1.1.8.10 No member of the governing board may be removed by the sole member of the corporation (as described in Article III, Section 2.(b) in the last 12 months of the license agreement without the written permission of the Sponsor.

1.2 Location.

1.2.1 The Charter School shall provide educational services, including delivery of instruction, at the following Location: 3737 Troost Avenue, Kansas City, Missouri 64109

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

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

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

1.3 Facilities.

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

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

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

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

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

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

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

1.4 Closure.

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

Part 2: School Operation

2.1 Mission Statement.

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

2.2 Term of the Charter.

The Term of this Charter shall be two (2) years and begins July 1, 2018. This is the remaining two years of a five (5) year renewal granted to DeLaSalle Education Center by the State Board of Education in 2015. The Charter School and

2.3 Purpose.

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

2.4 Renewal.

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

2.4.1 The Charter School and Sponsor mutually agree if the Commission determines the performance

benchmarks outlined in the Performance Agreement in this contract are not met the Charter School shall not be eligible for contract renewal and the Charter School will voluntarily relinquish its Charter at the end of the contract term.

2.5 Age; Grade Range; Number of Students.

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

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

Year 4 - Grades 9 - 12th serving 125 students in one school (one LEA)

Year 5 - Grades 9th - 12th serving 200 students in one schools (one LEA)

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

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

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

2.6 Student Recruitment and Enrollment.

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

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

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

2.7 Volunteer Requirements.

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

2.8 School Calendar; Hours of Operation.

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

2.9 Admissions and Enrollment.

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

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

subsection.

2.10 Admissions and Enrollment Preferences.

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

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

2.10.2 The Charter School may give preference for admission of children whose siblings attend the School provided the sibling is eligible to attend pursuant to section 160.410(1) and/or (2) RSMo.

2.10.3 The Charter School may give preference for children whose parents are employed at the School provided the children are eligible to attend pursuant to section 160.410(1) and/or (2) RSMo.

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

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

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

2.11 Attendance.

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

2.12 Student Conduct and Discipline.

The Charter School shall adopt and adhere to a student Discipline Policy that satisfies the applicable requirements of section 160.261, RSMo. Adoption of a satisfactory policy shall be a requirement prior to the start of the 2018-19 school year, consistent with the Monitoring Plan.

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

2.14 Performance Expectations.

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

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

2.14.1.1 Performance Benchmarks are is outlined in Exhibit A.

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

2.15 Governance.

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

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

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

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

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

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

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

2.16 Comprehensive Management/Education Service Provider/Joint Application.

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

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

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

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

2.17 Employment.

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

2.18 Employee Certification.

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

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

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

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

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

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

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

2.18.5 **Criminal History Review.**

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

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

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

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

2.19 Student Welfare and Safety.

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

2.20 Non Discrimination.

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

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

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

2.21 Health & Safety.

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

under sections 167.115 through 167.117, RSMo.

2.22 Services Agreements and Partnerships.

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

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

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

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

2.23 Transportation.

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

2.24 Public Inspection.

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

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

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

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

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

2.24.5 The agenda and minutes of past governing board meetings.

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

2.26 Exemptions.

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

Part 3: Educational Program

3.1 Assessment of Student Performance.

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

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

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

- Missouri Assessment Program- Alternate (when applicable)

3.1.2 The Charter School shall certify annually that students have participated in the state assessment program pursuant to section 160.518, RSMo.

3.2 Educational Program and Curriculum.

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

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

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

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

3.3 Special Education.

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

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

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

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

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

3.4 English Language Learners.

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

3.5 Student Conduct and Discipline.

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

3.6 School Records and Reporting.

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

3.6.1 The Charter School shall have a document retention policy that includes permanent and perpetual document storage in the event of closure.

3.7 School Calendar; Hours of Operation.

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

Part 4: Charter School Finance

4.1 Fiscal Year.

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

4.2 State School Aid; Charter School Duties.

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

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

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

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

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

4.3 State School Aid.

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

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

4.4 School Funding: Eligibility and Calculation.

4.4.1. State School Aid as a LEA

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

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

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

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

4.5 Tuition and Fees.

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

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

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

4.6 Debt.

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

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

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

4.7 Grants, Gifts and Donations.

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

4.8 Financial Accounting and Reporting.

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

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

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

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

4.9 Financial Audit.

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

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

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

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

4.9.3 The Financial Audit shall be completed and the report delivered to the Sponsor and DESE no later than December 1 following the conclusion of the fiscal year.

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

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

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

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

4.10 Financial Records.

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

4.11 Assets.

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

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

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

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

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

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

4.11.4.3 the Charter School shall manage all assets consistent with the requirements of the School Closure Protocol section of the Monitoring Plan.

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

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

4.12 Insurance and Surety.

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

4.13 Coverage Minimum.

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

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

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

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

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

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

- Cover the School for potential liability arising out of the rendering or failure to render professional services in the performance of the Charter, including all services related to financial management and indemnification.
- Be subject to a maximum deductible not to exceed \$1,000,000 per claim.
- Maintain minimum limits of no less than \$1,000,000 per claim/\$2,000,000 annual aggregate.

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

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

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

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

4.14 Sponsor Expenses.

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

Part 5: Sponsor-Charter School Relationship

5.1 Monitoring Plan.

The Sponsor shall base evaluation of the Charter School on the academic, fiscal and operational performance

indicators set out in the Performance section of the Charter School's Monitoring Plan. Those indicators shall include, but not be limited to, DESE-established accountability requirements and consequences.

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

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

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

5.2 Oversight.

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

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

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

5.2.3 Ensuring Charter School compliance with reporting requirements;

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

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

5.3 Renewal.

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

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

5.4 Intervention.

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

5.5 Revocation.

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

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

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

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

5.5.4 Failure to provide information necessary to confirm compliance with all provisions of the charter and

sections 160.400 to 160.420 and 167.349, RSMo, within forty-five (45) days following receipt of written notice requesting such information.

5.5.5 Violation of law.

5.5.6 Conviction of fraud.

5.5.7 Significant risk to the health and safety of students.

5.6 Reporting and Inspection.

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

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

5.6.2 Upon request, the Charter School shall report and/or make available to the Sponsor any information necessary to confirm ongoing compliance with this Charter, including but not limited to cumulative files and/or student information.

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

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

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

5.7 Site Visits.

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

5.8 Complaints.

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

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

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

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

5.9 Reporting.

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

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

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

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

5.10 Dispute Resolution.

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

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

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

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

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

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

5.11 Notification.

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

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

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

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

5.11.5 The Charter School shall notify the Sponsor immediately of a default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more.

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

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

Part 6: Contract Implementation.

6.1 Entire Agreement.

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

6.2 Notice.

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

In the case of the Charter School:
David Oliver, Chair
DeLaSalle Education Center Charter School Board
3737 Troost Ave
Kansas City, Missouri 64109

In the case of the Sponsor:
Robbyn Wahby, Executive Director
Missouri Charter Public School Commission
20 South Sarah Street
St. Louis, Missouri 63108

6.3 Indemnification and Disclaimer of Liability.

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

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

6.3.3 The Charter School shall defend, indemnify, and hold harmless the Sponsor and its officers, directors, agents, and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including but not limited to attorneys' fees and/or litigation expenses which may be brought or made against or incurred by the Sponsor on account of any action of the Charter School, its employees, agents or assigns. The provisions or limits of insurance required under this Charter shall not limit the liability of the Charter School.

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

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

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

6.4 Waiver.

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

6.5 Assignment.

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

6.6 Applicable Law.

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

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

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

6.7 Severability.

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

6.8 Third Party Beneficiary.

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

6.9 Counterparts; Signature by Facsimile.

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

6.10 Material Amendment.

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

6.10.1 The Charter School may submit any proposed Material Amendment to the Sponsor in accordance with guidance to be promulgated by the Sponsor.

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

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

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

6.10.2.3 Changes to the mission statement;

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

6.10.2.5 Changes in grade levels served;

6.10.2.6 Changes in location of the Facilities;

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

6.10.2.8 Changes in admissions or enrollment preferences or procedures;

6.10.2.9 Changes in special education status or procedures;

6.10.2.10 Changes in LEA status; and

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

6.11 Non-Material Amendment.

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

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

6.11.1.1 Amendments to the Charter School's bylaws;

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

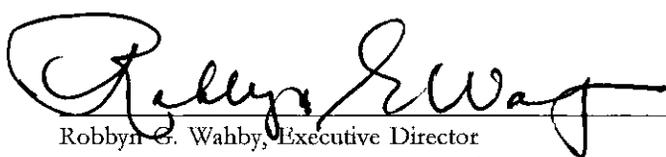
6.11.1.3 Variances in actual enrollment that do not exceed or fall short of enrollment projections contained in the Charter by more than ten percent (10%);

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

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

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

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



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

8-14-18
DATE



DeLaSalle Education Center
David Oliver
Chair, DeLaSalle Education Center Charter School Board

8-14-18
DATE

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

Exhibit A: DLS Performance Contract

Focus Area (Measure)	Current Performance Contract Goal (Progress to date)	Proposed New Measures for Year 4 and 5 of Performance Contract New Goal																														
Academic Services (MAP Index)	<p>Students' performance on EOC assessments will result in the following MAP Index Scores)</p> <table border="1" data-bbox="532 1045 764 1596"> <thead> <tr> <th>Course/Year</th> <th>2016</th> <th>2017</th> <th>2018</th> <th>2019</th> <th>2020</th> </tr> </thead> <tbody> <tr> <td>Algebra I</td> <td>300.0 (208.7)</td> <td>312.4 (168.4)</td> <td>247.6</td> <td>391.6</td> <td>444.4</td> </tr> <tr> <td>English II</td> <td>309.6 (305.6)</td> <td>328.2 (N/A)</td> <td>353.0</td> <td>384.0</td> <td>421.2</td> </tr> <tr> <td>Biology I</td> <td>237.9 (237.5)</td> <td>266.1 (253.7)</td> <td>303.7</td> <td>350.7</td> <td>407.1</td> </tr> <tr> <td>Government</td> <td>239.3 (258.2)</td> <td>272.6 (287.1)</td> <td>317.0</td> <td>372.5</td> <td>439.1</td> </tr> </tbody> </table> <p>*Based on the results in 2016 and 2017, the school met 0% of the performance contract targets.</p>	Course/Year	2016	2017	2018	2019	2020	Algebra I	300.0 (208.7)	312.4 (168.4)	247.6	391.6	444.4	English II	309.6 (305.6)	328.2 (N/A)	353.0	384.0	421.2	Biology I	237.9 (237.5)	266.1 (253.7)	303.7	350.7	407.1	Government	239.3 (258.2)	272.6 (287.1)	317.0	372.5	439.1	<p>Academic</p> <p>(A) Annually, at least 90% or more of DeLaSalle students who enter the school year as seniors will graduate in May of that school year. Annually, at least 70% or more of DeLaSalle students will advance in grade-level during the academic year.</p> <p>(B) The average daily attendance for all students enrolled will be at least 75% in both FY19 and FY20.</p> <p>(C) Using the 2017-18 EOC percent proficient/advanced scores for both DLS and the State of Missouri as a baseline, DLS will close the gap between DLS and the state by 5% annually in Algebra, English II, Biology I, and Government.</p> <p>(D) Annually, at least 65% of students enrolled in MO Ops Program will successfully earn, or be on track to earn, their high school diploma by age 21, as measured by their Individual Academic Plan.</p>
Course/Year	2016	2017	2018	2019	2020																											
Algebra I	300.0 (208.7)	312.4 (168.4)	247.6	391.6	444.4																											
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Academic Services (Edumentum Accuracy)	<p>For each year of the 5 year-term, students enrolled for the full school year will achieve grade level gains in Math and Reading as follows:</p> <ul style="list-style-type: none"> • 1.5 GL for students below grade level • 1 GL for students on grade level • .5 GL for students above grade level <p>Goals are not appropriate moving forward, as expecting less than a year of growth for students on grade-level is not appropriate.</p>	<p>Support Services – Academic and Career Plans</p>																														
Support Services (Treatment Plans)	<p>For each year for the five-year term, 75% of students receiving mental health services will demonstrate progress in treatment.</p> <p>Goal will be revised to be more actionable and outcome oriented.</p>	<p>With the support of DLS staff (counselors, leadership), every DLS student, regardless of age, will develop an Individual Academic Plan that will include: career interest inventory results, state test scores, college/career plans, and academic course schedules that align to college/career plans and outline the courses needed for graduation. This will be documented by a final report provided by the school no later than March of each academic year.</p>																														

Business and Finance (Annual Audit)	Organization will develop, implement, and monitor a five-year budget plan using its tow-year history in the new facility as baseline.	School was in significant fiscal distress, goal not met.	Business and Finance (Annual Audit)	<p>presented to the board, which outlines and summarizes the plans, areas of interest, and student goals.</p> <p>(A) The school will bring its fund balance as stated on ASBR to 3%</p> <p>(B) Clean audit for FY19 and FY20</p> <p>(C) The school's annual budget process will include a target of an annual 2-3% gross margin (e.g., 3% reserves annually, as a target)</p> <p>(D) By June 30, 2020, DLS will target having 30 days cash on hand, with an increase of 10 days each subsequent year until reaching 60 days cash on hand.</p>
And Governance (Board Records)	Board members will participate in annual training as required by sponsor to include, but not limited to, the following areas:	Goal needs to be revised with new, transitional board.	Board Governance and Engagement	<p>(A) At least 80% of the DLS board will attend 80% of the meetings in a fiscal year, as documented by board records.</p> <p>(B) 100% of the FY19 and FY20 board will participate in Charter Board Partner training. Training will include but not be limited to best practices related to Operations, Finance, and Achievement, which will be conducted by a high-quality trainer and documented in board minutes.</p>

Missouri Charter Public School Commission/DeLaSalle Charter School Contract & Performance Agreement

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

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

WHEREAS, the DeLaSalle Charter School (“Charter School”) is an independent public school; and

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

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

WHEREAS, on July 28, 2015 the Sponsor approved the proposed charter as set forth in Exhibit A (“Charter Application”); and

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

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

This Agreement constitutes a Charter School Performance Contract (the “charter”) executed this first day of July 2018 (the “Effective Date”), by and between Missouri Charter Public School Commission (the “Sponsor”) and DeLaSalle Charter School, a Missouri nonprofit corporation located in Kansas City, Missouri (the “Charter School” or the “School”). The Sponsor and the Charter School are referred to collectively as the “Parties.”

Part I: Establishment of the Charter School

1.1 Parties.

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

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

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

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

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

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

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

1.1.8 Charter School Governing Board.

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

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

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

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

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

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

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

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

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

1.1.8.10 No member of the governing board may be removed by the sole member of the corporation (as described in Article III, Section 2.(b) in the last 12 months of the license agreement without the written permission of the Sponsor.

1.2 Location.

1.2.1 The Charter School shall provide educational services, including delivery of instruction, at the following Location: 3737 Troost Avenue, Kansas City, Missouri 64109

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

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

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

1.3 Facilities.

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

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

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

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

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

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

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

1.4 Closure.

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

Part 2: School Operation

2.1 Mission Statement.

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

2.2 Term of the Charter.

The Term of this Charter shall be two (2) years and begins July 1, 2018. This is the remaining two years of a five (5) year renewal granted to DeLaSalle Charter School by the State Board of Education in 2015. The Charter School and

2.3 Purpose.

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

2.4 Renewal.

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

2.4.1 The Charter School and Sponsor mutually agree if the Commission determines the performance benchmarks outlined in the Performance Agreement in this contract are not met the Charter School shall not be

eligible for contract renewal and the Charter School will voluntarily relinquish its Charter at the end of the contract term.

2.5 Age; Grade Range; Number of Students.

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

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

Year 4 - Grades 9 - 12th serving **INSERT** students in one school (one LEA)

Year 5 - Grades 9th - 12th serving **INSERT** students in one schools (one LEA)

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

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

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

2.6 Student Recruitment and Enrollment.

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

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

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

2.7 Volunteer Requirements.

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

2.8 School Calendar; Hours of Operation.

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

2.9 Admissions and Enrollment.

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

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

2.10 Admissions and Enrollment Preferences.

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

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

2.10.2 The Charter School may give preference for admission of children whose siblings attend the School provided the sibling is eligible to attend pursuant to section 160.410(1) and/or (2) RSMo.

2.10.3 The Charter School may give preference for children whose parents are employed at the School provided the children are eligible to attend pursuant to section 160.410(1) and/or (2) RSMo.

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

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

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

2.11 Attendance.

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

2.12 Student Conduct and Discipline.

The Charter School shall adopt and adhere to a student Discipline Policy that satisfies the applicable requirements of section 160.261, RSMo. Adoption of a satisfactory policy shall be a requirement prior to the start of the 2018-19 school year, consistent with the Monitoring Plan.

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

2.14 Performance Expectations.

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

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

2.14.1.1 Performance Benchmarks are outlined in [Exhibit A](#).

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

2.15 Governance.

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

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

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

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

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

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

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

2.16 Comprehensive Management/Education Service Provider/Joint Application.

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

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

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

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

2.17 Employment.

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

2.18 Employee Certification.

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

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

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

2.18.2 The Charter School shall ensure that all instructional employees of the charter school have experience, training and skills appropriate to the instructional duties of the employee. For non-certificated instructional

personnel, appropriate experience, training and skills shall be determined according to the criteria set forth in section 160.420.2, RSMo.

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

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

2.18.5 Criminal History Review.

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

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

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

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

2.19 Student Welfare and Safety.

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

2.20 Non Discrimination.

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

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

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

2.21 Health & Safety.

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

2.22 Services Agreements and Partnerships.

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

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

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

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

2.23 Transportation.

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

2.24 Public Inspection.

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

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

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

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

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

2.24.5 The agenda and minutes of past governing board meetings.

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

2.26 Exemptions.

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

Part 3: Educational Program

3.1 Assessment of Student Performance.

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

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

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

3.1.2 The Charter School shall certify annually that students have participated in the state assessment program pursuant to section 160.518, RSMo.

3.2 Educational Program and Curriculum.

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

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

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

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

3.3 Special Education.

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

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

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

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

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

3.4 English Language Learners.

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

3.5 Student Conduct and Discipline.

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

3.6 School Records and Reporting.

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

3.6.1 The Charter School shall have a document retention policy that includes permanent and perpetual

document storage in the event of closure.

3.7 School Calendar; Hours of Operation.

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

Part 4: Charter School Finance

4.1 Fiscal Year.

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

4.2 State School Aid: Charter School Duties.

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

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

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

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

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

4.3 State School Aid.

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

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

4.4 School Funding: Eligibility and Calculation.

4.4.1. State School Aid as a LEA

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

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

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

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

4.5 Tuition and Fees.

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

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

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

4.6 Debt.

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

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

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

4.7 Grants, Gifts and Donations.

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

4.8 Financial Accounting and Reporting.

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

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

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

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

4.9 Financial Audit.

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

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

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

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

4.9.3 The Financial Audit shall be completed and the report delivered to the Sponsor and DESE no later than

October 31 following the conclusion of the fiscal year.

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

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

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

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

4.10 Financial Records.

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

4.11 Assets.

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

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

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

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

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

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

4.11.4.3 the Charter School shall manage all assets consistent with the requirements of the School Closure Protocol section of the Monitoring Plan.

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

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

4.12 Insurance and Surety.

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

4.13 Coverage Minimum.

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

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

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

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

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

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

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

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

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

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

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

4.14 Sponsor Expenses.

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

Part 5: Sponsor-Charter School Relationship

5.1 Monitoring Plan.

The Sponsor shall base evaluation of the Charter School on the academic, fiscal and operational performance indicators set out in the Performance section of the Charter School's Monitoring Plan. Those indicators shall

include, but not be limited to, DESE-established accountability requirements and consequences.

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

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

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

5.2 Oversight.

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

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

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

5.2.3 Ensuring Charter School compliance with reporting requirements;

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

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

5.3 Renewal.

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

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

5.4 Intervention.

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

5.5 Revocation.

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

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

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

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

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

requesting such information.

5.5.5 Violation of law.

5.5.6 Conviction of fraud.

5.5.7 Significant risk to the health and safety of students.

5.6 Reporting and Inspection.

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

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

5.6.2 Upon request, the Charter School shall report and/or make available to the Sponsor any information necessary to confirm ongoing compliance with this Charter, including but not limited to cumulative files and/or student information.

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

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

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

5.7 Site Visits.

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

5.8 Complaints.

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

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

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

5.8.2 The Charter School shall promptly forward to the Sponsor any formal complaints or concerns received

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

5.9 Reporting.

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

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

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

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

5.10 Dispute Resolution.

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

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

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

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

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

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

5.11 Notification.

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

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

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

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

5.11.5 The Charter School shall notify the Sponsor immediately of a default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more.

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

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

Part 6: Contract Implementation.

6.1 Entire Agreement.

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

6.2 Notice.

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

In the case of the Charter School:
David Oliver, Chair
DeLaSalle Charter School Board
3737 Troost Ave
Kansas City, Missouri 64109

In the case of the Sponsor:
Robbyn Wahby, Executive Director
Missouri Charter Public School Commission
20 South Sarah Street
St. Louis, Missouri 63108

6.3 Indemnification and Disclaimer of Liability.

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

6.3.2 The Charter School acknowledges that it is without authority to extend the faith and credit of the

Sponsor to any third party. The Charter School shall clearly indicate to vendors and other entities and individuals that the obligations of the Charter School under agreement or contract are solely the responsibility of the Charter School and are not the responsibility of the Sponsor.

6.3.3 The Charter School shall defend, indemnify, and hold harmless the Sponsor and its officers, directors, agents, and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including but not limited to attorneys' fees and/or litigation expenses which may be brought or made against or incurred by the Sponsor on account of any action of the Charter School, its employees, agents or assigns. The provisions or limits of insurance required under this Charter shall not limit the liability of the Charter School.

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

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

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

6.4 Waiver.

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

6.5 Assignment.

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

6.6 Applicable Law.

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

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

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

6.7 Severability.

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

6.8 Third Party Beneficiary.

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

6.9 Counterparts; Signature by Facsimile.

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

6.10 Material Amendment.

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

6.10.1 The Charter School may submit any proposed Material Amendment to the Sponsor in accordance with guidance to be promulgated by the Sponsor.

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

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

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

6.10.2.3 Changes to the mission statement;

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

6.10.2.5 Changes in grade levels served;

6.10.2.6 Changes in location of the Facilities;

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

6.10.2.8 Changes in admissions or enrollment preferences or procedures;

6.10.2.9 Changes in special education status or procedures;

6.10.2.10 Changes in LEA status; and

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

6.11 Non-Material Amendment.

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

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

6.11.1.1 Amendments to the Charter School's bylaws;

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

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

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

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

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

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

DRAFT

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

DATE

DeLaSalle Charter School
David Oliver
Chair, DeLaSalle Charter School Board

DATE

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

DRAFT

Exhibit C – Five-Year Budget Projections and Assumptions

Budget Year	SY18-19	SY19-20	SY20-21	SY21-22	SY22-23	SY23-24	SY24-25
Enrollment Target	92	120	180	220	275	300	325
Attendance %	78%	80%	80%	80%	80%	80%	80%
Attrition	18%	15%	15%	15%	15%	15%	15%
End of Year Students	80	102	153	187	233	255	276
ADA	71	89	133	163	204	222	241
FRL	12.1	17.9	22.1	32.9	40.9	44.8	48.5
SPED	1.6	1.4	2.1	2.6	3.2	3.5	3.8
WADA	84.74	108.35	157.20	198.48	248.17	270.39	293.36
Payment/WADA	\$ 8,582	\$ 8,437	\$ 8,700				
# Instructional Staff	9	9	12	14	19	21	22
# Non-Instructional Staff	3	6	6	8	8	8	8
# Total Staff	12	15	18	22	27	29	30
Staff: Student Ratio	1:7	1:7	1:8	1:9	1:11	1:11	1:12
Revenue							
Local Revenue	184,071	90,208	107,813	156,409	197,490	246,930	269,034
State Revenue	719,349	972,678	1,348,059	1,702,125	2,128,270	2,318,845	2,515,899
Federal Revenue	280,519	385,419	384,870	466,565	577,840	629,850	679,622
Private Grants & Donations	1,249,652	855,000	700,000	654,500	582,500	510,000	414,000
Total Revenue	2,433,590	2,303,305	2,540,741	2,979,600	3,486,100	3,705,624	3,878,555
Operating Expense							
Salaries	697,067	877,778	1,056,335	1,303,025	1,577,116	1,724,429	1,826,162
Benefits and Taxes	249,414	218,757	296,139	365,803	447,192	490,088	519,580
Staff-Related Costs	18,011	6,192	17,608	21,605	27,029	29,703	32,286
Rent	72,750	20,000	-	-	-	-	-
Occupancy Service	280,361	332,470	284,926	293,474	302,278	311,347	320,687
Student Expense, Direct	321,474	350,503	369,043	403,360	441,143	462,816	493,202
Student Expense, Indirect	51,045	51,533	73,324	89,664	111,780	122,401	132,556
Office & Business Expense	309,855	285,020	375,516	408,443	438,128	443,626	460,707
Transportation	31,024	32,915	41,517	46,328	52,233	56,266	59,939
Total Operating Expense	2,031,001	2,175,167	2,514,408	2,931,702	3,396,899	3,640,676	3,845,119
Net Operating Income	402,589	128,137	26,333	47,897	89,202	64,948	33,436
Beginning Cash, July 1	205,000	414,939	543,076	569,410	617,307	706,509	771,457
Cash Flow Adjustment	(192,650)						
Ending Cash, June 30	414,939	543,076	569,410	617,307	706,509	771,457	804,894
Fund Balance %	20.4%	25.0%	22.6%	21.1%	20.8%	21.2%	20.9%
Days of Cash on Hand	74	90	82	76	75	76	75