



CHARTER SCHOOL CONTRACT Genesis School 2020-2025

This Charter School Contract entered into this 1st day of July, 2020 by and between THE CURATORS OF THE UNIVERSITY OF MISSOURI, on behalf of the University of Missouri-Columbia (hereinafter referred to as "MU"), and any other campus, unit or department owned and operated by THE CURATORS OF THE UNIVERSITY OF MISSOURI deemed necessary to satisfy the statutory requirements for sponsorship of a charter school, and Genesis School, a Missouri nonprofit corporation incorporated pursuant to Chapter 355, RSMo., (hereinafter referred to as "Genesis School" or "Charter School").

WHEREAS, the Missouri General Assembly has enacted statutes authorizing the establishment of independent, publicly supported schools known as charter schools;

WHEREAS, those statutes, Sections 160.400 to 160.425 RSMo, specify the method for establishing such charter schools and the requirements which must be met by such charter schools;

WHEREAS, MU is authorized by those statutes and/or Section 167.349, RSMo to serve as a sponsor of such charter school or schools, in accordance with the provisions of such statutes, as it may, in its discretion, determine to be appropriate;

WHEREAS, MU has agreed to sponsor Genesis School as a charter school, in accordance with the provisions of such statutes, and in accordance with the terms and conditions specified herein;

NOW, THEREFORE, in consideration of the above-premises and the individual and mutual covenants contained herein, the parties hereto agree as follows:

ARTICLE I--STATUS OF THE PARTIES

Section 1.1. Genesis School is a Missouri nonprofit corporation incorporated pursuant to the provisions of Chapter 355, RSMo; is currently on probation; and shall, throughout the term of this Charter School Contract, return to good standing.

Section 1.2. Genesis School is not a part of MU and is a separate legal entity, none of whose directors, officers or employees shall be deemed to be an agent of MU; has selected the method for election of officers specified in Section 355.326, RSMo, based on the class of corporation selected; currently has a board of directors, none of which is an employee of MU; and agrees that, throughout the term of this Charter School Contract, none of the members of Genesis School's board of directors shall be employees of MU or of the charter school. Meetings of Genesis School's board of directors shall be subject to the provisions of Sections 610.010 to 610.030, RSMo, the open meetings law.

Section 1.3. MU is one of the campuses of The Curators of the University of Missouri, a constitutionally established instrumentality of state government within the State of Missouri. In agreeing to sponsor Genesis School as a charter school and in agreeing to the terms and conditions stated herein, MU is voluntarily exercising authority and powers expressly provided to it by the Missouri General Assembly in Sections 160.400 to 160.420 and Section 167.349, RSMo. Nothing



contained in this Charter School Contract shall be deemed to be a waiver of MU's autonomy, powers or immunities and Genesis School shall not be deemed to be a part of MU.

Section 1.4. Genesis School acknowledges that MU's obligations and responsibilities as the sponsor of the charter school is limited to those obligations and responsibilities set forth herein and as provided in applicable law; acknowledges that neither Genesis School nor its directors, officers or employees have authority to act as an agent for MU or to enter into any contracts with third parties that purport to impose any obligations or responsibilities on MU or which otherwise bind MU in any manner whatsoever; acknowledges that by agreeing to be the sponsor of the charter school, MU does not assume any obligation with respect to any director, employee, agent, parent, guardian, student, or independent contractor of the charter school; and further acknowledges that this Charter School Contract is not intended to be for the benefit of any third party including, but not limited to, any director, employee, agent, parent, guardian, student, or independent contractor of the charter school.

Section 1.5. The parties hereto agree that as MU is a research extensive institution that Genesis School will be open to the review of research proposals and be willing to engage in projects that will provide mutual benefit to Genesis School and MU in promoting scientific evidence to improve Genesis School specifically and/or education generally; provided however, that MU shall be responsible for all costs incurred by Genesis School as a result of Genesis School's engagement in such projects.

Section 1.6. The parties hereto agree that nothing contained herein is intended nor shall it be deemed to constitute a waiver of any privileges or immunities to which the parties are otherwise entitled under the law and, in addition thereto, the parties acknowledge that Section 160.400.9 RSMo, provides that as the sponsor of the charter school, MU and its agents and employees are not liable for any acts or omissions of the charter school, including acts or omissions relating to the charter submitted by Genesis School, the operation of the charter school and the performance of the charter school.

Section 1.7. The parties hereto agree that for the safety of all, all members of the governing board and all members of the sponsoring office will undergo criminal background checks and reviews of the family care safety registry.

Section 1.8 . The parties hereto agree that all charter board members shall submit ethics commission paperwork annually, as outlined in sections 105.483 and 105.492, RSMo.

ARTICLE II—EDUCATION PROGRAM REQUIREMENTS

Section 2.1. Genesis School, at the time it submitted this application to DESE, also provided a copy of such application to the school board of the district in which the proposed charter school is to be located, as required by the provisions of Section 160.405.1, RSMo. The charter school description, detailing all provisions in this section is made part of this contract as Exhibit A.

Section 2.2. Genesis School shall be nonsectarian in its programs, its admission policies, its employment practices and all other aspects of its operations.



Section 2.3. Genesis School shall comply with all laws and regulations of the state relating to health, safety, minimum educational standards, academic assessment, transmittal of student records, minimum school days and hours.

Section 2.4. Genesis School shall provide a comprehensive program of instruction for the grade level(s) and age(s) specified in Exhibit A.

Section 2.5. Genesis School shall assure that the needs of special education students, including those who are homeless, limited English proficient, or have identified learning or physical disabilities, are met in compliance with applicable federal and state laws and regulations.

Section 2.6. Genesis School shall enroll pupils in accordance with 160.410 RSMo.

Section 2.7. Genesis School shall not limit admission based on race, ethnicity, national origin, disability, gender, income level, proficiency in the English language or athletic ability, but may establish other enrollment policies as outlined in Exhibit A.

Section 2.8. Genesis School shall participate in the statewide assessment, collect and report student performance data and cooperate in completing and distributing an annual report card, and all other provisions of 160.405.4, 160.410, and 160.415.1, RSMo related to student information.

Section 2.9. In addition to complying with the terms and conditions expressly provided in this Charter School Contract, Genesis School shall comply with all provisions of Sections 160.400 through 160.420, RSMo and any amendments thereto, including the preopening requirements in Exhibit C.

ARTICLE III—FINANCIAL AND OPERATIONAL REQUIREMENTS

Section 3.1. Genesis School shall be financially accountable, use practices consistent with the Missouri financial accounting manual, provide for an annual audit by a certified public accountant, publish the audit summary, and comply with the requirements of ESSA as it relates to federal audit requirements. Details of the charter school operations are made part of this contract as exhibit B.

Section 3.2. Genesis School shall provide a surety bond and liability insurance to indemnify the school, its board of directors, its staff and its teachers against tort claims.

Section 3.3. Genesis School shall enact a procurement policy and a conflict of interest policy and implement cash management and expense allowability procedures in accordance with 2 CFR 200.

Section 3.4. Genesis School shall enact personnel policies in accordance with provisions 160.405 and 160.420 RSMo, including, but not limited to, participation in the retirement system of the school district and limiting non-certificated instructional personnel to 20%.

Section 3.5. Genesis School shall ensure rigorous, independent contract oversight and the school's financial independence from any third party contractor providing educational management or other services. The third party contract is recognized by this contract as Exhibit F (if applicable).

ARTICLE IV—TERM AND RENEWAL OF THE CHARTER SCHOOL CONTRACT



Section 4.1. This Charter School Contract shall be for five years, terminating 30 June 2025, subject to the performance agreement made part of this contract as Exhibit D. This contract may be terminated prior to that time in accordance with the provisions of Article V below. With the mutual consent of the parties hereto, conformance with the performance agreement, and approval by the state board of education, this Charter School Contract may be renewed as per state law.

Section 4.2. The renewal process begins immediately if the school can demonstrate successful compliance with the performance agreement in Exhibit D. If compliance is demonstrated and both parties agree, MU will require updates of Exhibits A and B, if applicable, to reflect any actual or planned changes in the educational program or operations and any other materials required by the DESE and recommend renewal by the State Board of Education.

ARTICLE V--TERMINATION OF CHARTER SCHOOL CONTRACT

Section 5.1. MU may terminate this Charter School Contract at any time if the charter school:

- A. Fails to meet performance standards as set forth in Exhibit D;
- B. Commits a violation of the law or public trust that imperils students or public funds; or
- C. There is a change in the provisions of Sections 160.400 through 160.420, RSMo which materially alters or amends the responsibilities and obligations of either Genesis School or MU and the parties hereto are unable to agree upon amendments to this Charter School Contract necessary to conform its terms and conditions to said statutory amendments.

Section 5.2. In lieu of such termination of this Charter School Contract, MU may, at its discretion, place Genesis School on probationary status to allow an opportunity for Genesis School to implement a mutually agreed upon remedial plan to correct performance deficiencies described in an amended performance agreement. If those performance deficiencies are not corrected as agreed, MU may elect to terminate or not renew this Charter School Contract.

Section 5.3. At least sixty (60) days prior to terminating this Charter School Contract in accordance with the provisions of Article V hereof, MU shall notify Genesis School's board of directors in writing of the proposed action and the reasons therefore. The charter school's board of directors may request a hearing prior to such termination by requesting such a hearing within two (2) weeks after receipt of such notice from MU.

Section 5.4. If the charter school's board of directors makes a timely written request for such a hearing, the hearing shall be conducted in accordance with administrative hearing procedures established by MU from time to time, the current version of which is attached hereto as Exhibit E. Section 160.405.8(4), RSMo provides that final decisions of MU to terminate this Charter School Contract prior to the end of the term thereof shall be subject to an appeal to the state board of education, which shall determine whether the charter shall be revoked.

Section 5.5. Except as provided in Section 5.6. below, no termination of the Charter School Contract by MU shall be effective until the conclusion of the school year in which such decision to terminate is made by MU.



Section 5.6. If MU determines, after consultation with the charter school's board of directors, that continued operation of the charter school by Genesis School presents a clear and immediate threat to the health and safety of the children enrolled therein, the effective date of such termination shall be the date upon which MU renders its final decision to terminate.

Section 5.7. Nothing in this Charter School Contract shall limit judicial or other remedies available to Genesis School.

Section 5.8. Whether the result of contract termination or by decision of the Genesis School Board of Directors, the charter school shall agree to the closing procedures in Exhibit C.

ARTICLE VI--FUNDING SOURCES, TUITION AND FEES

Section 6.1. As a charter school, Genesis School shall be eligible to receive state school aid and other funding to the extent provided in Section 160.415, RSMo and shall comply with all provisions of law set forth therein and all provisions of law incorporated by reference therein.

Section 6.2. Genesis School may not charge tuition, nor may it impose fees that a school district is prohibited from imposing.

ARTICLE VII--AUTHORIZATION FOR EMPLOYMENT OF PERSONNEL

Section 7.1. As a charter school, Genesis School may employ non-certificated instructional personnel; provided, however, that no more than twenty (20) percent of the full-time equivalent instructional staff positions at the charter school are filled by non-certificated personnel and provided further that all non-certificated instructional personnel shall be supervised by certificated instructional personnel.

Section 7.2. Genesis School shall ensure that all instructional employees of the charter school have experience, training and skills appropriate to the instructional duties of the employee, and shall ensure that a criminal background check and child abuse registry check are conducted for each employee of the charter school prior to the hiring of the employee.

Section 7.3. Genesis School shall not employ teachers whose certificate of license to teach has been suspended or revoked by the state board of education, as required by 168.071 RSMo.

ARTICLE VIII--INDEMNIFICATION

Section 8.1. Genesis School agrees to indemnify and hold MU, its board of curators and members thereof, its officers, employees and agents, harmless from all claims, demands and liability, including attorney fees and related costs, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise out of or are in any manner connected with the charter school's operations or which are incurred as a result of the reliance of MU upon the accuracy of information provided to it by Genesis School. In addition to the obligations imposed in the preceding sentence, Genesis School agrees that the insurance required by the provisions of Section 160.405.4(4), RSMo and Section 3.2 of this Charter School Contract



shall name The Curators of the University of Missouri, the University of Missouri-Columbia and its officers, employees and agents as additional named insureds for any covered loss of any kind whatsoever which they or any of them legally may be required to pay and which arise out of or are in any manner connected with the charter school's operations or which are incurred as a result of the reliance of MU upon the accuracy of information provided to it by Genesis School.

ARTICLE IX--RESERVATION OF RIGHT TO MONITOR PERFORMANCE

Section 9.1. Notwithstanding its approval of Genesis School's application to operate a charter school, MU reserves the right throughout the term of this Charter School Contract to monitor the charter school's performance of its obligations under applicable laws and under this Charter School Contract, its management and its operations. Such monitoring shall include all relevant aspects of the charter school's performance, management and operations. A non-exclusive list of such areas includes, but is not limited to:

- A. Genesis School shall submit to MU copies of the posted agenda for and copies of the minutes of all meetings of Genesis School's board of directors;
- B. Genesis School shall submit to MU no later than the last day of each calendar year, a copy of the required annual financial audit;
- C. Genesis School shall have in place adequate financial controls to assure that none of the revenues received for operation of the charter school are expended for expenses unrelated to the operation of the charter school, which shall include but not be limited to:
 - 1) A requirement that a monthly check register is reviewed and approved by the charter school's board of directors prior to issuing payment for amounts in excess of \$1,000; and
 - 2) The bank account where state funds are deposited must be established and under the control of the charter school's board of directors. If a management company is contracted, personnel associated with the company shall not have direct access; and
- D. Genesis School will cooperate with MU to create and comply with a monitoring plan to be used by both Genesis School and MU to assist in evaluating Genesis School's progress.
- E. Genesis School will cooperate with MU to provide academic growth data, including, but not limited to, NWEA or other standardized testing, as needed to document performance.
- F. Genesis School's user manager shall provide appropriate view access to MU in all DESE data management and monitoring systems to allow required oversight.

Section 9.2. Other than the payment associated with sponsorship of a charter school described in Section 160.400.11 RSMo, MU does not expect to receive any compensation for acting as a sponsor and has not asked for nor received from Genesis School any fee of any type for consideration of the



application and proposed charter submitted by Genesis School. MU has not imposed, as a condition for its consideration of the application and proposed charter, a promise of future payment of any kind by Genesis School.

ARTICLE X--GENERAL TERMS AND CONDITIONS

Section 10.1. **Assignment**--This Charter School Contract is not assignable by Genesis School without the prior written consent of the Chancellor of MU.

Section 10.2. **Successors and Permitted Assigns**--The terms and conditions of this Charter School Contract are binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

Section 10.3. **Entire Contract**--This Charter School Contract and Exhibits set forth the entire agreement between MU and Genesis School with respect to the subject matter of this Charter School Contract. All prior contracts, representations, statements, negotiations, understandings, and undertakings are superseded by this Charter School Contract.

Section 10.4. **Amendments**--None of the terms or conditions herein shall in any manner be altered, amended, waived, or abandoned, except by written agreement of the parties, executed by authorized representatives of the parties.

Section 10.5. **Other Contracts**--Nothing contained in this Charter School Contract or in the provisions of Section 160.400 through 160.425 RSMo requires or prohibits the parties from entering into separate contracts related to the Charter School's need to procure professional services from MU or its faculty and staff including, but not limited to, sponsored research contracts, consulting contracts, etc. If the parties desire to enter into such separate contracts, they will be in writing and shall set forth the terms and conditions thereof including the consideration to be paid therefore.

Section 10.6. **Severability**--If any provision of this Charter School Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity or enforceability of the remainder of the provision or the remaining provisions of this Charter School Contract.

Section 10.7. **Non-Waiver**--No term or provision of this Charter School Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default of the other, whether expressed or implied, shall constitute a consent to, or waiver of, or excuse for any different or subsequent breach or default.

Section 10.8. **Governing Law**--This Charter School Contract shall be governed and controlled by the laws of the State of Missouri as to interpretation, enforcement, validity, construction and effect, and in all other respects. This Charter School Contract shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Charter School Contract.

Section 10.9. **Counterparts**--This Charter School Contract shall be executed in one or more counterparts and all such counterparts shall constitute one and the same instrument.



Section 10.10. List of Exhibits:

- A. Program Description
- B. Program Operation
- C. DESE Standard Requirements and Assurances
- D. Performance Agreement
- E. Significant Third Party Contract(s), if applicable
- F. MU Administrative Hearing Procedures

Section 10.11. **Notices**--Any and all notices permitted or required to be given hereunder shall be deemed duly given: (i) upon the date of actual delivery, if delivery is by hand; or (ii) the third business day following deposit into the United States mail if delivery is by first class mail, postage prepaid. Each such notice shall be sent to the respective party at the address indicated below or to such other address as may hereafter be designated by a party, by notice to the other party as provided in this section:

IN WITNESS WHEREOF, the parties hereto have executed this Charter School Contract and/or authorized same to be executed by their duly authorized representatives as of the date shown below their respective signatures.

THE CURATORS OF THE
UNIVERSITY OF MISSOURI
On behalf of the University of Missouri-
Columbia and the College of Education
118 Hill Hall
Columbia, MO 65211

Genesis School
3800 East 44th Street
Kansas City, MO 64130

By: _____
Gerard Kettenbach, Director
Charter Schools Office

By _____
Dan Haley, President
Governing Board

Date: _____

Date _____

By: _____
Kathryn Chval, Dean
College of Education

Date: _____

By: _____
Curators of the University of Missouri

Date: _____

Exhibit A
Program Description

Background/History

Genesis School is a K-8 public charter school with a long history of serving the academic needs of at-risk students in Kansas City. First established in 1975 as a VISTA program to assist students trying to attain GEDs, Genesis was first chartered in 1998 while operating as an alternative middle school serving students in grades 5 through 9 in 1998.

Renewed for 10 years in 2005, the school remained chartered as an alternative school, serving "high-risk" students, with a majority of students having been referred by the local school district or a community based support program. Since the school was serving alternative students referred from a district and had a high transient rate, academic achievement and attendance were predictably low, with successful students transitioning back to their traditional school.

In consultation with their sponsor and given the demands of school accountability placed on Genesis as an independent LEA, in 2010 the Board altered the grade configuration to K-8. The new configuration would allow the school to provide support and, if necessary, intervene at an earlier point in students' educational experiences in order to increase academic performance, provide an attractive and inclusive choice for successful students, while also simultaneously remaining committed to continuing to meet the needs of at-risk students who were not successful in traditional academic settings. As it has since 1975, Genesis remains a true community school, with an unmatched level of support for elementary at-risk students, and fully committed to the belief that all students can learn at high levels, and all students deserve educational excellence.

Mission Statement:

Endow students with the knowledge, skills, and mindsets necessary to be successful in college preparatory high schools.

The school's mission statement clearly articulates high academic expectations for all students while focusing on ambitious outcomes rather than processes and programs.

Vision:

Transform the Kansas City educational landscape by demonstrating that all students in an open-enrollment community school can achieve at the highest levels.

The school's vision statement articulates what the school community aspires to be, while envisioning measurable outcomes to measure progress against. The school works hard to ensure all students, including those who are not experiencing success on their academic journey are able to access our program and that our institution is responsive to the needs of the community within

which the school resides. Genesis incorporates research based practices that can serve as a model for educational improvement efforts across the Kansas City landscape.

Core Beliefs:

The following Core beliefs were developed by stakeholders and approved by the board of directors in order to maintain alignment as the school progresses toward the vision. The guiding principles of the Genesis program are reflected in these core beliefs (Response to Intervention, Positive Behavior and Character programming, embedded mental health and family support staffing, strong community partnerships, and a commitment to data to measure outcomes).

- I. All students can learn at high levels, and all students deserve educational excellence. A school culture based on mutual respect, rigorous expectations, and continuous growth sets the conditions for strong academic achievement.**
- II. Achieving our students' potential requires continuous learning and improvement. We use data to measure our progress, and purposeful reflection and research to alter our practices.**
- III. Character development is a critical component of education. Students who are respectful, responsible, resourceful, and responsive are prepared to lead within their communities and society at large.**
- IV. A school must be inextricably linked to the community it serves: Our students' success benefits the community, while the community supports and informs our work. Leveraging community partnerships meets our students' needs and ensures learning.**

Student Population:

Genesis takes pride in attracting and serving at-risk students and families that require wrap-around services. 98% of students qualify for free and reduced lunch, 70% are receiving social services as documented by the direct certification list. The class mean for an entering kindergarten class at Genesis school is the 13th percentile in reading. On average, 80% of students who transfer into Genesis score in the bottom 20th percentile on the NWEA and less than 5% transfer in proficient. 15% of the student body have a diagnosed disability and receive special education services. 20% experience transiency to include homelessness during the course of a typical school year. 80% of students qualify and receive mental health counseling after taking the ACE's traumatic event survey. 75% receive other social services verifiable via direct match. Genesis actively works with agencies and community based groups in order to recruit and serve families who are able to take advantage of both our academic approach as well as our mental health and social service support.

Goals, Progress and Challenges:

Given that Missouri does not have alternative measures for accountability for schools that prioritize serving at-risk students, the Board of Directors, in consultation with its sponsor, set ambitious goals while still attempting to stay true to their commitment to the community. The Board identified 5 goals and approved strategies to make progress toward those goals.

1_ Make significant progress towards closing the achievement gap, with performance on the Missouri MAP within 10 points of the state average.

- 1.1 Address the summer slide by adjusting the school calendar to add 20 instructional days for all students and spread breaks in instruction throughout the school year.
- 1.2 Utilize the DESE School Improvement/Accountability Model to annually identify improvement strategies that focus improvement efforts and provide the Board with updates.
- 1.3 Partner with Leading Educators and other partners to develop and leverage teacher leader capacity and utilize measurably effective Professional Learning Communities that examine learning outcomes, refine curriculum and norm best instructional practices.
- 1.4 Increase instructional leadership capacity and accelerate instructional improvement through professional development and fellowships including the National Institute of School Leadership, the Kansas City Principal's Collaborative, the KC Principals Fellowship/New Teacher Project and the Relay Graduate School of Education.

Update (Notable achievements and ongoing challenges): Changes to the Missouri assessment program have made benchmarking progress toward this goal extremely challenging. The school has significantly increased its instructional leadership capacity, with annual improvement goals focused around observation and feedback, data-driven instruction, school culture and family and community engagement. We began using Evaluate, a benchmarking tool for testing grades that indicates increased achievement and provides clear evidence that data processes are resulting in improved instructional practices and higher student achievement. The annual school improvement model provides clear focus and goals that facilitate alignment and keep the governing board informed of school improvement efforts.

2. Demonstrate strong demand by retaining 90% of students and sustaining waiting lists for enrollment.

- 2.1 Modify the enrollment capacity in the charter renewal to freeze enrollment to match current facility capacity and prioritize improvement over expansion.
- 2.2 Explore increased partnerships with Day Care and Preschool providers that increase their capacity to prepare students for kindergarten and establishes pipelines to Genesis.
- 2.3. Develop a comprehensive plan for student retention that includes educating parents about the value of staying in the same school, monitors reenrollment throughout the process, and actively leverages all faculty to communicate our desire to retain existing students in our program,

Update (Notable achievements and ongoing challenges): Enrollment capacity was frozen at 308 students in 2016, with increased seats in early elementary and decreased seats in middle school grades. While Increased competition for kindergarteners resulted in less than 60% enrollment at the end of 2017, partnerships with providers has resulted in 78% of kindergarten seats filled in 2018 and again in 2019. In 2017, the school conducted a branding exercise and began efforts to better leverage the reading program in recruitment efforts. A comprehensive school retention plan has been developed and has increased and sustained reenrollment above 70%, above the average in the KC charter sector, but student mobility and the diversity of school grade level models in Kansas city have made achieving 90% out of reach.

3. *Established Genesis as an “employer of choice” in the Kansas City education sector, capable of attracting, developing and retaining highly effective staff across the organization.*

In conjunction with Teacher Leaders, develop a teacher staffing plan that includes:

- 3..1 A Teacher Value statement that guides recruitment and hiring protocols and commits to shared leadership, professional growth and personal development.
- 3..2 A research based interview protocol that identifies potential high performing teachers who match Genesis mindsets.
- 3..3 Competitive and performance based teacher salary structure that recognizes both academic achievement and expanding influence across the faculty.
- 3..4 A plan to increase the applicant pool of new and developing teachers.

Update (Notable achievements and ongoing challenges): Focused efforts on teacher retention has resulted in decreased teacher turnover. That said, the school has struggled with finding high quality teachers for every classroom. In 2017, staff developed and the board approved a teacher staffing plan to better recruit, identify and develop teachers. Current efforts on development, interview protocols focusing on mindsets and partnerships with programs like the Kansas City Teacher Residency are showing promise.

4. *Sustain a strong financial foundation by demonstrating the ability to operate year to year with a 3% surplus while maintaining a fund balance of 20% of annual operating expenses.*

- 4.1 Leverage existing surplus funds to achieve strategic goals in achievement and student recruitment and retention goals while also monitoring long term sustainability of annual operating expenses.
- 4.2 Develop annual fundraising plan that includes strategies that support programming and build fundraising capacity.
- 4.3 Develop protocols and policies for the Board to invest surplus funds and identify funding available for capital improvement.

Update (Notable achievements and ongoing challenges): The school has invested in school improvement, operating at a deficit during the past two school years while still sustaining a fund balance of 40% of annual operating expenses. The annual fundraising plan has built fundraising capacity and funds 10% of operating expenses, including 100% of family and mental health programming. The protocols and policies resulted in investing surplus funds and generating increase revenue.

5. *Identify long -term facility needs with a capital plan to support increasing facility capacity to support planned growth to 396 students, while staying within our community.*

5.1. Identify and develop strategic partners and programs necessary to meet the needs of our school community.

5.2. Empower a Facilities Committee to:

5.2.1. Assess the feasibility of expansion/addition of current facilities.

5.2.3. Explore available options that would fit Genesis needs within the local area.

5.2.2. Develop a timeline that includes phasing in order to address maintenance and current facility shortfalls that impact programming and student achievement

Notable achievements and ongoing challenges: The school has maximized the use of existing facilities to meet existing programming and needs. The strategic partners are in-place, but sustained academic progress and a more realistic performance contract that is aligned to the school community and mission is necessary in order to align investment and embark on a significant capital project.

Exhibit B
Program Operations

Operations

During the past 5 years of operation, the school has continuously made adjustments and added or improved components in order to achieve the school's mission and meet the specific demands of our school community. Given the Board's expressed desire to serve at-risk students, it is essential that the school continue to adapt to the individual needs of students, keep the governing board apprised of outcomes and seek and employ partners aligned to the schools mission and community. The quote below from the Advanc-ED engagement team capture evidence of the schools philosophy and culture:

*"Interviews with teachers and school leaders revealed a **strong focus on individual achievement data for each student and a commitment to not only adjust instruction, but to provide individualized interventions to struggling students through a response to intervention model.** Results from the elect observations and informal interviews with students also indicated learners have strong support from their teachers and other resources to achieve learning goals. **Students reported feeling known and cared for by their teachers and other school staff.** Teachers and staff discussed a strong commitment to equity for their students, and showed an **unwavering drive to meet their students' needs.** It was also clear from the description of the **school's counseling program, interviews with community members and school staff that support for Genesis students extends beyond their academic success to their physical and mental health needs.** Genesis has strong partnerships with community organizations to help meet the physical needs of students and their families. Genesis also has a program of on-site mental health counselors who provide individual and group counseling for students. **These services play a key role in giving students a strong sense of care and allows them to continue to grow academically. It was abundantly clear to the review team that a consistent commitment to meet the specialized social, emotional, developmental and academic needs of individual students across the institution is a deeply ingrained part of the school culture at Genesis and this commitment has a pivotal role in the success of Genesis' students."***

Advanc-ED Engagement team report, March 2019

Our Program

Academics:

Core Curriculum: Classroom Teachers teach and measure progress against the appropriate grade-level expectations. In order to continue to elevate learning expectations based on the new Missouri Learning Standards, we have implemented research based curriculums like Engage New York and Match Fish across grade levels. We use Pathways to Reading, a research based phonics program to develop readers. Our current school improvement process includes increased standardization across grade levels and content areas by steadily shifting the focus

from how teachers are planning, toward how are teachers internalizing and implementing curriculum resources.

Academic Support: Genesis continues to increase and refine the capacity to provide additional academic support to students at-risk or behind grade level. Genesis School uses a Response to Intervention (RTI) model for reading and mathematics. The program screens all students in the fall. At a minimum, the bottom 25% of all students or students more than 2 years behind (whichever number is smaller) are pulled out of their classroom for 45 minutes of targeted instruction every day. Interventions are provided by the most qualified instructional staff in the building: the reading and math specialists. Interventions are conducted as part of the school day during “intensive instruction” time, allowing teachers and paraprofessionals to simultaneously provide level 2 interventions aligned to grade-level standards. The small-group intervention model continues to demonstrate a reduction of students scoring Below Basic on the Missouri MAP. The school also provides reading intervention augmentation, an additional 45 minutes of reading instruction using the Lindamood-Bell reading comprehension program. This intervention is provided during the school day to 12 students per semester by licensed reading clinicians through a contract with Strategic Education, LLC. The school has also implemented Literacy Lab, a Kansas City program that provides a research based one on one tutor intervention for 30% of all students in grades K-1. Additionally the school provides remediation outside of the school hours through the following programs: After-school tutoring: Provided twice a week across all grade levels for 75 minutes per session. Includes both remediation and enrichment programming. Focuses on the core subjects of mathematics and reading. Summer school: Provided to students requiring academic or attendance remediation.

Assessment: Genesis uses a systematic process of assessment and data cycles that regularly monitors learning and growth at the student, classroom, grade and building level. Analysis results in programmatic, curriculum and instructional change and remediation. The following assessments monitor and inform instruction:

NWEA Measures of Academic Progress (MAP): The NWEA MAP and MAP for Primary grades is an adaptive assessment that provides nationally normed student performance data. Given twice an academic year, the NWEA MAP is used for goal setting and performance tracking at the student, classroom, grade and building level. NWEA data cycles result in forming/adjusting classroom groups, assigning interventions, changing instructional resources and practices, and allocating resources.

Evaluate: Evaluate is a benchmarking tool that benchmarks student progress specifically against Missouri Grade Level standards. Taken by students in grades 2 thru 8, Evaluate provides student and classroom results that drive instructional planning in the classroom. Evaluate data cycles include deep analysis that results in specific instruction in six week blocks. During the 2019-20 school year we will be piloting Evaluate for grades K-1 in order to provide those grade levels a tool to more regularly evaluate student learning and progress,

Pathways to Reading assessment program: Universal phonics testing program assessing all students in grades K through 2 quarterly. Pathways to Reading data cycles drive interventions and small group phonics instruction, followed by small group and individual progress monitoring.

Fontus and Pinnell Reading Comprehension Benchmark system: All students in Grades K-8 are assessed quarterly to determine reading comprehension levels. Fontus and Pinnell results drive text selection and guided reading instruction in participating classrooms.

Student and Family Support Services

Counseling and Mental Health Services: The Genesis Counseling Program provides individual, group, and psycho-educational group therapy to approximately 200 students. The goal of the program is to help children cope more effectively with the impact of trauma and psychosocial stressors at home and in the community. Clinically licensed mental health professionals (4 on staff) and teachers with trauma-informed care training work to build trusting relationships with the children, identify students' strengths, and develop strategies to help students foster resiliency and reduce negative behaviors and debilitating symptoms of trauma. Children receiving individual therapy meet with a counselor weekly to biweekly for up to 1 hour. Group therapy occurs 2-3 times per month for 1 hour. In individual and group therapy counselors focus on a wide range of topics, such as identifying/articulating emotions, coping with trauma, relationships, anger management, conflict resolution, and impulse control. Kindergarten through 4th grade children receive psycho-educational group counseling once a week for 60 minutes. Fifth- through eighth-grade children receive psycho-education group counseling as needed. Topics include anti-bullying, social media impacts, appropriate social media use, home/community safety, social skills, and peer pressure. Care Teams of teachers, trained in trauma-informed care by Truman Medical Center Behavioral Health's Trauma Matters KC Program, and counselors meet on a monthly basis (or more often as needed) to discuss the needs of individual students. Counselors often sit in classrooms to promote healthy learning environments by teaching appropriate interactions among students and between students and teachers. Counselors intervene in classrooms-in-crisis to discuss healthier expressions of anger and identify students who need increased intervention. This unique K-8 program is funded in large part, and closely monitored, by the Jackson County Mental Health Board and the Health Forward Foundation.

Behavior Support: Genesis continues to implement the Missouri Positive Behavior Support and Intervention program. Implementation of the Tier I program is evaluated by RPDC consultants each year and has been recognized with the Bronze Award. Consistent implementation of the program results in reductions in office referrals and establishes a learning environment supportive of learning.

Character Development: Genesis is a Caring School Community school, implementing the components of Character Plus. Key components of the Genesis program include classroom meetings to discuss character, classroom and individual student goal setting across character traits, and community programming that brings members of the community into classes monthly to discuss the importance of character.

Center for Conflict Resolution: Genesis has adopted the restorative discipline process and is in the process of implementing restorative practices across all grade levels. Key components include classroom circles, peer-to-peer mediation, staff development around dignity, and conflict resolution.

Community Involvement

Genesis School believes that Community and Family engagement is critical to accomplishing **the school mission.** While effective community and family engagement has multiple benefits for all stake-holders, the true purpose for the school is ultimately academic achievement and developing healthy youth of strong character. **We believe that family engagement benefits the school by:**

- Creating a welcoming school culture that supports parent access to community and school based supports that meet their needs.
- Increasing parent voice in school improvement efforts and building family investment by making school programming and progress accessible and understandable.
- Providing families with safe and healthy family activities and entertainment that build strong school community.
- Sharing a clear and culturally relevant model for student academic and socio-emotional development that supports effective parent-school partnerships.

Our model for family and community engagement is based on the Kansas City Local Investment Commission's model of a Community School. A *community school* is both a place and a set of partnerships between the *school* and other *community* resources. Its integrated focus on academics, health and social services, youth and *community* development and *community* engagement leads to improved student learning, stronger families and healthier communities. We believe in having high expectations for students and families, while also meeting our busy families where they are at. We have identified 5 functions of our engagement efforts:

Safety Nets: Leveraging Community partners and agencies to help families meet the basic needs of students. This frequently involves coordinating emergency and temporary assistance. This effort is coordinated by a Family Resource Specialist and includes providing utility assistance, food, emergency housing and homelessness assistance, and family access to mental health.

Family Programming: Providing our families with safe and healthy family activities and entertainment. Programming focuses on building school community by bringing community partners, families and staff together. At least one event is held each month. Examples include thanksgiving dinner, family dance, game and movie nights, donuts for dads, student programs, book fair etc. These efforts are coordinated by the Dean of Students and the Academic Director.

Community Building: Actively participating in ongoing efforts to improve the communities within which our school and our families reside. Advocating for positive change in our community to the benefit of students. Examples include engaging neighborhood associations, participating and supporting the urban summit, attending Local Investment Committee meetings, inviting and engaging elected officials. These efforts are led by the Executive Director and the

Director of Parent and Community Involvement.

Strong Families: Coordinating access to partners, agencies and programs that contribute to strong families and communities. Identifying community partners with the capacity to provide programs to assist families with affordable housing, employment, insurance, education and technology. This year the school hosted a Family Summit with partners during parent teacher conferences. These efforts are led by the Director of Parent and Community Involvement.

Educational Partnership: Developing strong partnerships between parents and our school that results in high academic achievement and students of strong character. Developing the capacity of all stakeholders to work together to help children succeed. These efforts are led by the Academic Director and the instructional leadership team.

Exhibit C
DESE Standard Requirements and Assurances

DESE Standard Requirements and Assurances

These standard requirements and assurances elaborate on certain pieces of applicable federal and state laws. Not-for-profit organizations operating charter schools in Missouri agree to abide by all relevant federal, state and local regulations, rules and other sponsor requirements, including, but not limited to the following:

GENERAL REQUIREMENTS

The school shall be located in an eligible district and sponsored by an eligible sponsor (160.400.2-4, and 160.403).

The board shall submit a copy of the charter school application to the local school district within five business days of submission to the sponsor (160.405.1).

No member of the governing board shall be an employee of the school or any contractor providing services to the school (160.400.14-15). The board and the school shall have a conflict of interest policy and board members agree to file annual financial disclosure reports with the Missouri Ethics Commission.

If the board contracts with an education service provider or other partner, the board shall maintain its own bank accounts, and legal counsel (160.415.7(5)).

The board and school shall be financially accountable, use practices consistent with the MO financial accounting manual, provide for an annual audit by a certified public accountant and comply with all requirements of ESSA as it relates to audit requirements, publish audit reports and financial reports as provided in chapter 165, and provide liability insurance to indemnify the school, its board, staff and teachers against tort claims, and maintain a surety bond and insurance policy for employee theft (160.405.1(11), 160.405.4(4), 160.405.14(1-2))

The board and the school shall conduct criminal background checks and family care safety registry conducted for all members of governing board and all school employees (160.400.14, 160.420.2, 168.133).

Personnel employed by charter school shall participate in the retirement system of the school district (160.420.3).

The school will allow teachers to maintain school district employee status, at their request, shall not employ instructional personnel with revoked or suspended licenses, and will limit non-certificated instructional personnel to 20% (160.420.1-2).

The school shall offer a comprehensive instructional program for at least one grade or age group with a school calendar of operation that meets state requirements (160.405.4(5), 160.011).

The school shall be nonsectarian in programs and operations, admissions, and employment and may not be selective in admission, or charge any fees or tuition, beyond what is allowed for other school districts (160.405.4, 160.410.1-3).

The school shall comply with state, county, city laws and regulations on health, safety, minimum educational standards, academic assessment, minimum days and hours, and transmittal of student records (160.041, 160.261, 160.405.4, 167.020, 167.115-117, 167.161, 167.164, 167.171, 167.518)

Collect and report average daily attendance, free and reduce lunch, special education and limited English proficiency pupil count.

The school shall adhere to all provisions of federal law for students with disabilities, or who are homeless or have limited English proficiency, including, but not limited to the IDEA, section 504 of the Rehabilitation Act of 1974, Title II of the Americans with Disabilities Act of 1990, Title IV of the Civil Rights Act of 1964, the Equal Educational Opportunities Act of 1974, and the McKinney Vento Homeless Act of 1987.

If proposing a career or technical school, a local plan will be submitted that will adhere to all the rules and regulations of the Carl D. Perkins Career and Technical Education Act of 2006 and will meet the core indicators of performance.

PRE-OPENING PLAN

The school will not be permitted to open until the following are completed:

- Provide proof of liability insurance for Board of Directors.
- Provide evidence (i.e. signed lease agreement) that a suitable facility has been secured.
- Submit approved Board Policy Manual, including Financial Accounting Practices.
- Submit a copy of personnel policies.
- Submit a copy of student policies.
- Provide information concerning your Student Information System.
- Provide proof of registration with the Public School Retirement System of St. Louis.
- Assure that the school has gained access to DESE's web portal.
- Assure that the school is registered for access to the Missouri Student Information System (MOSIS).
- Submit a Certificate of Occupancy for the school facility.
- Submit evidence of facility fire/safety inspections.
- Submit a copy of the Safety and Emergency Plan.
- Submit a copy of the Student/Family Handbook, including the Code of Conduct/Discipline Policies.
- Submit a copy of the Staff Handbook, including personnel policies, benefits, and

evaluation process.

- Submit a copy of the Lau Plan (for the education of ELL students).
- Provide information concerning contracts for bus transportation, food service, custodial, and all other contracted services. Include assurances for personnel compliance, qualifications, and fingerprint/background checks.
- Provide proof of adequate surety bond/insurance.
- Submit a copy of the Special Education Compliance Plan.
- Provide evidence that the Electronic Fund Transfer (EFT) Enrollment Forms have been submitted to DESE.
- Provide evidence that the necessary state documents to generate payment have been submitted. (Vendor Input Form)
- Submit a copy of the Title I Plan.

CLOSURE PROCEDURES

In the event of a closure, for any reason, the school agrees to complete the following required activities:

Notify DESE's Office of Charter Schools

Communicate with the School District for the purpose of coordinating the transfer of student records.

Schedule dates to notify the staff and parents of the school's closure.

Secure the school facility, property, equipment, supplies, and records.

Ensure continuation of accurate and timely data reporting.

- Submissions to include:
 - MOSIS data;
 - Core data;
 - Annual Secretary of the Board Report;
 - Annual audit;
 - Federal Programs Reporting;
 - Federal Expenditure Report (FER);
 - Annual Performance Report (APR).

Transfer student records.

- Student records are private and must be handled in accordance with privacy rules set forth in the Family Education Rights and Privacy Act (FERPA).
- Ensure that all student records, including IEP's, are up-to-date.

Ensure proper retention of student and non-student records.

- All records should be retained according to the public school records retention schedule found on the MO Secretary of State's website.
- All records related to the following should be maintained:
 - Loans, bonds, mortgages, and other financing;
 - Contracts;
 - Leases;
 - Assets and asset sales;
 - Grants;
 - Governance (minutes, by-laws, policies);
 - Employees (background checks, personnel files);
 - Accounting/audit, taxes and tax status;
 - Employee benefit programs and benefits.

Continue to conduct audits until all school activities are complete.

Plan for disposition of property.

- List should separate state and federal funds, while noting the source of the funds and the fair market value (FMV) – initial and amortized – for every fixed asset in the inventory.
- For items purchased with federal funds, the school must comply with the guidance in the Education Department General Administrative Regulations (EDGAR) regarding the disposition of property.
- Follow school policy regarding disposition of property.
- Note obligations specific to items purchased with federal funds via the Public Charter School Program (PCSP) grant or Title Programs. Property purchased with PCSP funds must first be offered to charter schools located within the same region as the school that is closing. If the property is offered and offers are declined, the property must be disposed of at auction.

Filing of Federal form 269 or 269a if the school was receiving funds directly from the U.S. Department of Education. (See 34 CFE 80.41)

Work with DESE to ensure payments stop appropriately and that the school receives all entitled funds and any unobligated funds are returned to DESE.

Exhibit D
Genesis School
Performance Agreement



University of Missouri
Office of Charter School Operations
Genesis School Performance Contract 2020-2025

As the official charter school sponsor of Genesis School, the University of Missouri-Columbia (MU) is legislatively required to monitor compliance and performance of the school, recommend sanctions, if necessary, and closure when the school demonstrates an inability to meet standards. This performance contract represents expectations in this five-year charter term.

Central to the mission of Genesis School is serving the community in which it resides, particularly families facing complex challenges. As such, it serves high needs students and the expectations in this contract reflect meeting those challenges, including the comprehensive mental health and social services provided. Academic goals emphasize individual student growth.

Governance

Charter schools are governed by an independent board of directors that are required to abide by all laws governing 501(c)3 organizations, and public schools. The board of Genesis School shall:

1. Consistently abide by all Missouri laws, including the Missouri Sunshine Law, in all its operations.
2. Maintain an active, involved board as described in their bylaws and policies.
3. The Board will annually adopt, and administration implement, a Continuous School Improvement Plan (CSIP) that demonstrates a focus on school performance and improvement.

Finances

The school depends on the board maintaining proper fiduciary responsibility and adherence to all laws and accounting and record-keeping guidelines. The Genesis School board shall ensure that all stakeholders:

4. Comply with annual auditing and ASBR requirements, and remedy all audit findings.
5. Maintain adequate fiscal health, as evidenced by producing regular financial statements, ensuring board review and oversight of payments, and paying all obligations in a timely manner.

Operations

Genesis School staff and other stakeholders will engage in a myriad of activities necessary to operate a school. From human resources, to facility management and contracting, to extensive data collection and

reporting on all those activities, Genesis School will obey all laws, maintain appropriate oversight, and create and implement sound policies and processes, with fidelity. Genesis School shall:

6. Consistently comply with all laws and policies and meet all reporting requirements, including, but limited to, MOSIS submissions and Tiered Monitoring requirements.
7. Operate the school in accordance with approved school policies, in a way that advances stated goals and objectives, and address deficiencies in an appropriate and timely manner.

Environment

Genesis School measures school climate internally, and MU assesses it using various methods, as needed. Genesis School shall:

8. Adhere to all laws and regulations pertaining to the health and safety of all staff and students, and promptly and adequately answer any and all issues or complaints raised by any stakeholder.
9. Maintain school leadership and culture that contributes to successful attainment of stated goals and objectives.
10. The School and building leaders will continuously plan, engage and leverage community partnerships in order to provide support to students and their families and ultimately promote academic success.
11. The school will sustain a Comprehensive School Counseling Program that integrates mental health, behavioral, and personal support to academic programming. The program will result in decreased behavioral/discipline events, higher attendance, and better academic performance for students receiving services. Measurement of this goal will reflect best practice as articulated by the partner organizations providing mental health services.

Teaching and Learning

The most important measure of success in any school is student outcomes and quality teaching is the most important input to successful outcomes. Genesis School shall:

12. Maintain a professional development system that includes: a new teacher mentor program, teacher evaluation system that meets state requirements, retention of excellent teachers, and removal or development of teachers that are not meeting expectations.
13. Demonstrate the academic growth of its students by maintaining at least On Track performance in Progress or Growth each year for ELA and Math. Failure to do so in any year will result in a deficit letter with a required remedy. Failure to do so two out of three years will result in charter revocation.
14. Benchmark its performance against State, KCPS, and comparison schools using MPI for Status, Progress, and Growth. Genesis will move closer to the state average by two percent for each

subject assessed as calculated as a Percent of State Mean using two year averages in a three year cycle.

Genesis School and MU agree that substantial failure to meet any of the fourteen (14) terms of accountability will result in a deficit letter with a required remedy within a specified time. Failure to adequately address any deficiencies will result in additional action, including possible charter revocation. After 24 months of corrective actions based on this performance contract without remedy, the charter shall be revoked and the school shall move into closure in a manner least disruptive to students.

This contract is for five years. In the fourth year, Genesis School and MU will determine, based on MU policy and procedures and successful adherence to this contract, if the school is prepared for renewal. At that time, a new performance contract will be created to address the next renewal period.

In agreement:



Gerry Kettenbach, Executive Director
MU Office of Charter School Sponsorship

Dan Haley, President
Genesis School Board of Directors

2020-03-24
Date

Date

Exhibit F
Administrative Hearing Procedures

Office of Charter School Operations Administrative Hearing Procedures

Vision

Optimal education for all.

Mission

Exemplify best practices through quality sponsorship of excellent schools.

REQUIREMENT

A revocation is a serious action and the University of Missouri is committed to fair due process. In the event of a revocation decision, the board of the charter school may appeal to the University (RSMO 160.405.7(3)). Appeals can be of two types:

- Procedural, claiming that the sponsor did not follow proper process; or
- Substantive, claiming that the sponsor made a bad decision on the merits.

PROCESS

Regardless of the type of appeal, the Board and Operations Office will observe the following guidelines:

- Written notice will be provided at least sixty days before acting to revoke the charter. The notice shall state the grounds for the proposed action and information about the school's right to appeal.
- Summary of recommendation to revoke a charter presented to the MU administration.
- A written request for a hearing may be submitted by the charter school governing board within two weeks of receiving the sixty day notice.
- A hearing, with oral testimony and written argument challenging the evidence against the school, before MU Administration will be held within two weeks of the written request from the board. Hearing may include the following:
 - legal representation;
 - written record of the proceedings; and
 - right to call witnesses and challenge evidence.
- Written notice from the sponsor of final revocation decision presented prior to the sixty day final notice.
- Revocation shall only be effective at the conclusion of the school year, unless the sponsor determines that continued operation of the school presents a clear and immediate threat to the health and safety of the children (RSMO 160.405.7(5)).
- A decision by the University of Missouri System to revoke a charter may be further appealed, as statute allows.