

**Ewing Marion Kauffman School Board of Directors
Board of Directors Meeting – September 15 at 8:30am (CST) / 9:30am (EST)**

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Please Note

Some pages are intentionally left blank to facilitate better printed copies.

Some pages may be inserted with existing page numbers. Page numbers related to this board packet are listed in the lower left of each page and are labeled, "Packet <<page#>>."

Zoom Conference Call Line

The Zoom conference line can be accessed with the following information:

<https://kauffman.zoom.us/j/7969896793>

Dial-in number: +1 (669) 900-6833

Meeting ID: 796 989 6793

Contact

If you have questions or concerns prior to the board meeting, please contact Aaron North (816-932-1157, anorth@kauffman.org)



EWING MARION
KAUFFMAN SCHOOL

**EWING MARION KAUFFMAN SCHOOL, INC.
BOARD OF DIRECTORS – MEETING AGENDA**

Ewing Marion Kauffman School (Zoom meeting)
Wednesday, September 15, 2021
Board of Directors Meeting (8:30am CT)

All board members will participate via conference call line
The conference line may be accessed through a Zoom video link or via telephone:

<https://kauffman.zoom.us/j/7969896793>

Dial in number: +1 (669) 900-6833

Meeting ID: 796 989 6793

8:30 am

CALL TO ORDER

- Welcome guests
- Review and discuss meeting agenda
- *Action:* Meeting minutes (08/11/2021)

SCHOOL LEADERSHIP REPORT

FINANCE

- *Action:* Policy 3170 update
- *Action:* KCPS MOU
- *Action:* Attuned Education contract (authority and amount)

GOVERNANCE

- *Action:* Student & Family Handbook updates
 - Student searches
 - Student mobile phones
 - Uniforms
- *Action:* Personnel policies
 - COVID leave policy

COMMUNITY FORUM

- The Board will hear comments from community members regarding items on the agenda or other issues that should be brought to the Board's attention. Individual comments are limited to three minutes. It is anticipated the time allotted for the community forum will be no longer than fifteen minutes, unless time is extended by the Board Chair. Individuals who do not have an opportunity to speak during the allotted time will be given first opportunity at the next regularly scheduled Board of Directors meeting.

CLOSED SESSION / EXECUTIVE SESSION

- *Action:* Close meeting pursuant to R.S.Mo. § 610.021(3) – discussion of a personnel matter; 610.021(1) – discussion of legal matters; and to R.S.Mo. § 610.021(6) – discussion of a student matter
- *Action:* Re-open meeting

ADJOURN

Future Meetings:

October 11 (5:00pm; committees)
October 13 (8:30am; board)



Ewing Marion *Kauffman School*

CREATING COLLEGE GRADUATES

Catching up with Kauffman School

Summer PD



Summer PD was deep and covered a broad range of topics to get everyone prepared for the upcoming year. We chose to focus deeply on DEI work and

family partnership and communication. Pictured above is Dean of Students Richard Abram, Family and Community Liaison Daniel Velazquez, and Senior Dean of Students Nita Daniels. They rolled out the plans and initiatives to increase family involvement at school this upcoming year.

Back to School!

We are beyond thrilled to have our students back in person! The first novel our



5th graders are reading this year is “Simon B. Rhymin” by Dwayne Reed. Reed is a Black teacher from Chicago. This novel features the themes of diversity and respect we strive our students to implement and feel at Kauffman and in our community.

EMKS School Yard Garden

We have partnered with Kansas City Community Gardens and installed 8 additional garden beds at school giving us a total of 10 garden beds! We are so excited for our students and staff to find moments of inspiration and mindfulness in the garden. We can't wait for our Kauffman community will be able to benefit from the fall harvest! Students and staff planted all kinds of lettuce, sugar snap peas, broccoli, cauliflower and more!



Policies of The School Board for the Ewing Marion Kauffman School

Policy 3170: Financial Management- Procurement

In accordance with Board Policy 3430, School staff shall be prohibited from committing the School to any expenditure or using a credit card to make purchases without prior authorization from the Chief Executive Officer, Principal, Operations Manager, or Treasurer.

Procurement Standards

Procurement procedures reflect State and local laws and regulations, conforming to Federal law 2 C.F.R. 200.318 when using federal funds. Procurement procedures will be maintained in written form.

Conflict of Interest and Gratuity Violation

The School will maintain a contract administration system which ensures contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. No employee, officer or agent of the grantee or subgrantee shall participate in the selection, or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. The School will not purchase supplies or materials from a staff member of the School, nor from a parent, child or member of the household of the staff member. Neither will the School purchase supplies, materials or services from a member of the Board or from a member of his/her household, or from a firm in which he/she holds a major interest.

The School will review all proposed purchases over \$10,000 to avoid unnecessary or duplicative items, and maintain records sufficient to detail the significant history of procurements. These records will include: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

The Board members, officers, and employees of the School may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The School shall disclose, in a timely manner, in writing to the federal or state agency awarding funding all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal funding.

Policies of The School Board for the Ewing Marion Kauffman School

Questions, concerns or complaints regarding procurement may be made to the School's Treasurer or to the ethics hotline maintained by Ethics Point, a third party service provider, at (844)420-9062. The person to whom the complaint is made will respond within 10 days. Where a School employee or Board member has violated this procurement process or constitutes a gratuity violation, discipline may follow up to and including termination of employee or removal from the Board. The Board will contact law enforcement and file a report or sign a complaint on behalf of the School in situations where a crime may have occurred.

To prevent restriction on competition, procurement transactions will ensure that all solicitations incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition, but shall identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

Required Contract Provisions

As required by 2 C.F.R. 326, certain contract provisions must be included when using federal funds. The required provisions may be found in Addendum A.

Endorsements

Employees of the School will not endorse products or services in such a manner that will identify the employee as an employee of the School.

Solicitation/Distribution

The advertising of sale or distribution of any goods or service on School property, for any School activity, shall have prior approval from the Chief Executive Officer. This includes but is not limited to: School personnel, students, parents/guardians, relatives, general public and commercial businesses.

Solicitations of School Staff

In any purchasing activities all employees shall refrain from soliciting, discourage the offer of, and decline gifts if offered by any vendor wishing to do business with, or who is doing business with the School. Instead of making an offer of gifts, the vendor should be encouraged to discount the price of the goods to the School. Agents, solicitors, and salespersons will be denied the privilege of seeing the School staff during the School day except with permission of the administration.

Policies of The School Board for the Ewing Marion Kauffman School

Procurement Procedures

Definitions:

Competitive Bidding – A process of obtaining products or services where the School contacts providers or advertises, and interested providers submit quotes, offers, bids or sealed bids from which the School chooses. Competitive bidding may include the solicitation and submission of offers electronically or through a web-based system. The requirement for providers to submit sealed bids is one type of competitive bidding.

Competitive Negotiation – A process of obtaining a contract for products or services where the School contacts providers or advertises a request for proposals (RFP) detailing the scope, specifications, terms and conditions of the proposed contract and the criteria on which the proposals will be analyzed, then negotiates separately with each responsive provider to award the contract.

Debarred – Exclusion from state or federal government contracting and subcontracting for products or services.

Lowest or Best Bid or Offer – The provider with the best product or service based on School criteria that may include price, value, quality of product, history of performance, recommendations and other qualities important to the School.

Products – All physical property other than real estate including, but not limited to, supplies, books, furniture, machinery and equipment.

Provider – A vendor of products or an independent contractor providing services to the School.

Purchase – Obtaining or procuring products or services for the School in exchange for money or anything of value.

Purchasing Card – A credit card in the School's name on which the School has placed automatic restrictions such as the amount that can be charged per day, where the card may be used or the type of purchases that can be made with the card.

Quote – A pricing offer by a provider regarding the supply of materials or performance of services subject to specified conditions.

Policies of The School Board for the Ewing Marion Kauffman School

Services – All providers of labor or professional expertise other than that provided by School employees in the scope of their duties including, but not limited to, services such as construction, auditing, bond underwriting, consulting, janitorial services and food services.

Purchasing Supervision

Operations Manager will serve as the School's Purchasing Officer or will designate a Purchasing Officer. The School Purchasing Officer will supervise School purchasing and will ensure that purchases are made on behalf of the School that conform to the Board-adopted budget.

General Rules

1. All funds received by School staff on behalf of the School shall be deposited in School accounts. All funds deposited with the School, regardless of source, are considered School funds. Any purchases made with these funds must comply with School policies and procedures.
2. No contract will be entered into or bill paid without proper documentation and approved spending authority of the staff person handling such responsibilities on behalf of the School.
3. Regardless of the purchase method used, the School will select the lowest or best bid or offer unless there is written justification for accepting another offer. The School reserves the right to waive minor technical defects in a bid, reject any and all bids, reject any part of a bid, advertise for new bids, or make the purchase on the open market if the product or service can be obtained at a better price. If the scope of the purchase changes substantially, the School will rebid the product or service unless otherwise provided in this procedure.
4. Purchases may only be made through a contract, credit or purchasing card, or through petty cash, when appropriate. In rare circumstances when one of these methods of payment is not available, the School may reimburse an employee for a purchase made with the employee's personal funds. Employees should contact the Purchasing Officer prior to making a purchase outside the authorized methods to ensure reimbursement.
5. All purchases must be attributed to a budget code, and funds must be available in that code prior to making the purchase.

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6. If the requested expenditure does not fit into a budget code or would go beyond the approved amount in that budget code, the request will be forwarded to the Treasurer for review. If the Treasurer determines that the request is reasonable but will require an amendment to the current budget, the Treasurer will include the request as an agenda item at the next Board meeting.
7. All purchases must be appropriately documented consistent with auditing guidelines.
8. School staff will provide the School's tax-exempt letter to vendors before making any purchase that may be taxed.
9. School staff should make best possible efforts to procure from small, minority, and women business enterprises, and labor surplus firms. This includes conducting web searches at the time of procurement or, when applicable, providing public notices for procurement in common periodicals and on the School's website

Procurement Methods

School staff will research all purchases and compare prices prior to making decisions regarding the expenditure of School funds.

Micro-Purchasing: Employees are expected to utilize the Approved Providers List (see below) maintained by the Purchasing Officer when making a purchasing decision under \$3,500, and the purchase may be awarded without the solicitation of competitive bids.

Commented [JJ1]: The recommendation is to change the \$3,500 figure to \$10,000. This will make it consistent with updated Federal regulations, consistent with page 1 of this policy and will streamline administration for the School.

Small Purchasing: If the estimated expenditure is more than \$3,500 but less than \$100,000, the employee authorized to make the purchase must:

Commented [JJ2]: Update to \$10,000 for same reasons as noted above.

1. Notify the Purchasing Officer of the needed purchase. The Purchasing Officer may send electronic notices of the proposed purchase to all providers on the School provider list. The Purchasing Officer may decide to directly conduct or oversee the purchase or allow the authorized employee to conduct the purchase.
2. Obtain at least two (2) quotes or offers from providers. The employee may solicit bids, quotes or offers directly from providers and may utilize bids received by fax, telephone, e-mail and catalog comparison.

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3. If fewer than two (2) providers sell or provide the service or product, document that fact and consult the available provider(s).

4. Provide the Purchasing Officer with the proper documentation, including documentation of which provider was chosen and the reasons for selecting that provider.

Competitive Purchasing: If the estimated expenditure is \$100,000 or more, the purchase will be made through competitive negotiation or competitive bidding.

A. Competitive Negotiation:

1. Requests for proposals will be advertised on the School's website and solicitations will be mailed or sent by electronic notice to potential providers.

2. The School will select the lowest or best offer as determined by the evaluation criteria established in the RFP and any subsequent negotiations. In determining the lowest or best offer, negotiations may be conducted with responsive providers for the purpose of understanding and clarifying the proposal and verifying that the proposal responds to the School's needs. All providers submitting proposals shall be accorded fair and equal treatment with respect to any opportunity for negotiation and subsequent revision of proposals.

3. Revisions may be permitted after submission and before award for the purpose of obtaining best and final offers. The Purchasing Officer shall have the right to reject any or all proposals and advertise for new proposals or purchase the required products or services on the open market if they can be obtained at a better price.

B. Competitive Bidding:

1. The School employee authorized to make the purchase must first notify the Purchasing Officer of the purchasing need. The Purchasing Officer will directly conduct or oversee the purchase.

2. The Purchasing Officer may also solicit sealed bids directly from providers.

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3. It is the provider's responsibility to ensure that bids are received no later than the appointed date and hour. Late bids will not be considered and will be returned unopened to the bidder.
4. The Purchasing Officer or designee will publicly open all bids received and will maintain all documentation of the purchase, including which provider was chosen and the reasons for selecting that provider.
5. If after having received bids in accordance with this procedure the Purchasing Officer finds the same product or service at a lower cost through a catalog or an online vendor that did not submit a bid, the Purchasing Officer may advise the Chief Executive Officer to reject all sealed bids and purchase through the catalog or online vendor, unless formal or sealed bidding is required by law.
7. Except as prohibited by law, the School may change the scope of the purchase and accept a provider's offer without rebidding the purchase when bids received are unreasonable, have unacceptable terms and conditions, are noncompetitive, or when the low bid exceeds available funds. The Purchasing Officer must first determine in writing that time or other circumstances will not permit the delay required to resolicit competitive bids. Each responsive bidder who submitted a bid under the original solicitation must be notified of the change and given a reasonable opportunity to modify his or her bid and submit a best and final bid. In cases where the bids received are noncompetitive or the low bid exceeds available funds, the ultimate amount agreed upon must be lower than the lowest rejected bid of any responsive bidder under the original solicitation

Exceptions to the Regular Competitive Purchasing Process

1. Single Source or Unique Circumstance Purchases

The Purchasing Officer may waive the requirement of competitive proposals when he or she determines in writing that there is only a single feasible source for the purchase. Immediately upon discovering that other feasible sources exist, the Purchasing Officer shall rescind the waiver and proceed to procure the products or services through the competitive process as described in this procedure. A single feasible source exists in any of the following circumstances:

- ▶ Products or services are proprietary and only available from the manufacturer or a single distributor.

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▶ Based on past procurement experience, it is determined that only one distributor services the region in which the products or services are needed.

▶ Purchases are available at a discount from a single distributor for a limited period of time, and the discount is significant based on the current market price and/or the last price paid for the product or service.

▶ Specific parts or authorized maintenance must be utilized to maintain validity of a warranty.

▶ The services of a particular provider are unique, such as speakers on a particular topic or authors.

2. Approved Providers

In some circumstances where products and services are routinely needed, the Purchasing Officer may competitively negotiate for the product or service for use throughout the school year, based on past usage of the product or service. Such circumstances include, but are not limited to, the purchase of textbooks, office supplies or other maintenance services. The Purchasing Officer will use the single source purchasing process for unique products or services. Once a provider has been approved, School employees may purchase the designated products or services from the approved providers without additional competitive bidding.

Before designating approved providers, the Purchasing Officer will first determine that the School will receive quality products and services from the providers at a reasonable cost to the School. The Purchasing Officer will review and re-designate approved providers annually to ensure that the prices of the products and services provided remain competitive. Textbook providers will only be designated as approved providers if all statutory requirements are met. Approved providers may be designated at any time.

3. Cooperative Purchasing

Cooperative purchasing should be utilized when it is determined to be to the financial advantage of the School. Before joining a cooperative purchasing program, the Purchasing Officer will conduct an analysis to determine whether the cooperative

Policies of The School Board for the Ewing Marion Kauffman School

purchasing program will result in a cost savings to the School based on the School's history of expenditures. This analysis will be conducted on an annual basis to determine whether the School should continue to participate in the program.

5. Real Estate Brokers and Other Real Estate Services

In situations where the School will discuss or make decisions regarding the lease, purchase or sale of real estate in closed session as allowed by law, the School is not required to publicly advertise and seek sealed bids for the services of a licensed real estate broker or other services incident to the sale, regardless of the ultimate cost of the service provided. Instead, the Purchasing Officer will contact at least two (2) service providers to obtain bids or quotes for services and make a recommendation to the Board, or the School may contract with a real estate broker or other service provider that has previously provided services to the School. This exception does not apply to services required to be publicly bid by law, such as construction services, or other services for which there is a specified selection process in law or policy, such as architectural, engineering and land surveying services.

6. Emergency Situations

Unless prohibited by law, the Chief Executive Officer may waive the requirement of competitive bids or proposals when he or she determines that there exists a threat to life, property, public health, or public safety or when immediate expenditure is necessary in order to protect against further loss of or damage to property, or to prevent or minimize serious disruption in services. If an employee utilizes this exception, he or she will contact the School's Purchasing Officer and the Chief Executive Officer immediately to explain the situation. Emergency purchases shall be made with as much competition as is practical under the circumstances, which may include calling known providers to obtain a quote or e-mailing vendors on the provider list and requiring an immediate response. Emergency purchases will only be utilized to purchase those products or services that are necessary to alleviate the emergency.

Legal Compliance

In addition to the bidding requirements of this procedure, the School will comply with all laws with respect to acquiring products and services including, but not limited to, the following:

Policies of The School Board for the Ewing Marion Kauffman School

1. The School must competitively bid auditing services and select an auditor who meets the qualifications set by the Department of Elementary and Secondary Education (DESE). See 5 C.S.R. 30-4.030.
2. The selection of food service management companies will be made in accordance with bidding requirements in state and federal law. See 7 C.F.R. § 210.16; 5 C.S.R. § 30-680.010.
3. When purchasing services using federal E-Rate Funds, the School will comply with federal law detailing the competitive bidding process. See 47 C.F.R. § 54.503.
4. Transactions with School Board members or employees, or businesses they own, will only be conducted as required by law and Board policy. See RSMo §§ 105.454, .458.

Provider Lists

The Purchasing Officer or designee will maintain lists of providers interested in receiving electronic notices of proposed School purchases. Any provider may request to be added to the list. It is the provider's responsibility to update contact information. The Purchasing Officer will not include providers who have been suspended or debarred at the state or federal level, and the Purchasing Officer will remove providers when the School discovers that the provider has been suspended or debarred. The Purchasing Officer may remove providers from the provider list if they have not submitted a bid or proposal in more than one year or have proven to be unreliable or unqualified. The Purchasing Officer will attempt to notify removed vendors using the last known e-mail address.

Debarred or Suspended Providers

The School will not do business with providers who have been suspended or debarred on a state or federal level, unless the Chief Executive Officer authorizes the transaction and provides the Board written justification. If the School is currently under contract with a provider who becomes suspended or debarred, the School will comply with all legal obligations to the provider, but will not do business with the provider in the future until the provider is no longer suspended or debarred or the superintendent approves the purchase in writing. The Purchasing Officer will

Policies of The School Board for the Ewing Marion Kauffman School

monitor the state and federal information regarding suspension and debarment and will immediately notify staff members if a provider with whom the School regularly does business is suspended or debarred. Before making purchasing decisions, School staff will consult the Purchasing Officer for confirmation that the desired provider is in good standing. An employee may make a written request to the Treasurer to purchase from a suspended or debarred provider if the provider is a single-source provider or there are other extenuating circumstances. The written request must include the specific reasons the School should continue to do business with the provider.

Revised and adopted (2/20/2018)

AGREEMENT

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

RECITALS

WHEREAS, KCPS acknowledges that the Department of Elementary and Secondary Education ("DESE") has estimated for school year 2021-22 that the amount of state aid owed to KCPS is not adequate to cover the state funding payments due to Kansas City local charter schools. KCPS further acknowledges that, as a result, DESE takes the position that it will be unable to pay the full amount of state aid to charter schools on a monthly basis;

WHEREAS, in order to correct the shortfall of state aid to the Kansas City local charter schools, KCPS desires to correct these shortfalls by directly making seven (7) incremental payments during the 2022 fiscal year to Charter School from the local aid received by KCPS;

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

WHEREAS, KCPS will only use such information for the purposes of calculating the local aid payment and shall be prohibited from using such information for marketing and advertising purposes; and

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

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

ARTICLE 1 KCPS OBLIGATIONS

1.1 Payment Overview. Due to DESE's current calculation which created the shortfall of aid to the charter schools, KCPS will bridge the gap and directly pay Charter School local aid funds to bring the total amount paid to charter schools up to the amount contemplated by the state aid formula. The calculation of the gap and payment shall be based on the formula in section 160.415.4, RSMo and as per the calculation currently followed by DESE. KCPS will consult with DESE to review its calculation. The payment calculation shall be based on Charter School's current year data.

1.2 KCPS will make seven (7) installments utilizing the payment method described in this section. The first payment will be made in January 2022, the second through seventh payments will be made monthly, by the last day of each month, thereafter. The final installment will be by July 31, 2022. Payments under this agreement may be set off by any outstanding payment for separate goods and services

Charter School may owe to KCPS, if KCPS has billed and not been paid for those services for 60 days or more. Payments to Charter School will be made directly via Automated Clearing House (ACH).

1.3 Installment Number 1. No later than January 31, 2022, KCPS will remit payment to Charter School for the months of July through December 2021 for the estimated shortfall of aid calculated based on the payment method under section 1.1. That payment will be calculated as follows:

1.3.1 Determining the Total Weighted Average Daily Attendance and Categorical Weightings.

1.3.1.1 Determination of Total Weighted Average Daily Attendance ("WADA") for KCPS plus individual charter schools will be calculated in a formula using the 1) September 2021 official membership counts as reported to DESE; 2) 2020-2021 attendance percentage as reported to DESE; 3) Categorical weightings applied using known information as reported and available from DESE; 4) 2021 summer school Average Daily Attendance ("ADA") as reported to DESE; 5) 2020-2021 tutoring or remedial hours as certified with DESE; and 6) Current year Pre-K ADA estimate as provided to DESE.

1.3.1.2 Categorical weightings include: 1) Limited English Proficiency ("LEP") counts as filed in October 2021 in Core Data; 2) Individualized Education Program ("IEP") counts as filed in December 2021 in Core Data; and 3) Free and Reduced Lunch ("FRL") counts as filed in February 2021 in Core Data.

1.3.2 Determining the Estimated Foundation Formula Total and Shortfall per WADA: Total estimated WADA, using this calculation, will be applied to the formula calculation to determine the estimated local revenue per WADA shortfall for 2021-2022. The annual estimated shortfall will be reimbursed at 50% (for the first six months).

1.4 Installment Number 2 through 6. Monthly, no later than the last day of February through June 2022, KCPS will remit payment to charter schools for the prior month, January through May 2022 respectively, for the estimated shortfall of aid calculated based on the payment method under section 1.1. That payment will be calculated as follows:

1.4.1 Determining the Total WADA and Categorical Weightings.

1.4.1.1 Determination of Total WADA for KCPS plus individual charter schools will be calculated in a formula by using the 1) September 2021 and January 2022 official membership counts as reported to DESE and averaged; 2) 2020-2021 attendance percentage as reported to DESE; 3) Categorical weightings applied using known information as reported and available from DESE; 4) 2021 summer school ADA as reported to DESE; and 5) 2020-2021 tutoring or remedial hours as certified with DESE; and (6) current year Pre-K ADA estimate as provided by DESE.

1.4.1.2 Categorical weightings include: 1) LEP counts as filed in October 2021 in Core Data; 2) IEP counts as filed in December 2021 in Core Data; and 3) FRL counts as filed in February 2022 in Core Data.

1.4.2 Determining the Estimated Foundation Formula Total and Shortfall per WADA: Total estimated WADA, using this calculation, will be applied to the formula calculation to determine the estimated local revenue per WADA shortfall for 2021-2022. The annual estimated shortfall will be reimbursed at 8.33% each month (January through May) with any adjustments for the previously paid 50% based on changes in total and individual school WADA after a second set of membership counts and final FRL counts are added into the calculation.

1.5 Installment Number 7. No later than July 31, 2022 KCPS will remit payment to charter schools for the month of June 2022 for the shortfall of aid calculated based on the payment method under section 1.1. That payment will be calculated as follows:

1.5.1 Determining the Total WADA and Categorical Weightings.

1.5.1.1 Determination of Total WADA for KCPS plus individual charter schools will be calculated in a formula by using the 1) September 2021 and January 2022 official membership counts as reported to DESE and averaged as finally adjusted; 2) 2021-2022 attendance percentage as reported to DESE; 3) Categorical weightings applied using known information as reported and available from DESE; 4) 2021 summer school ADA as reported to DESE; 5) Current year remedial or tutoring hours as certified with DESE; and 6) Current year Pre-K ADA as certified with DESE.

1.5.1.2 Categorical weightings include: 1) LEP counts as filed in October 2021 in Core Data; 2) IEP counts as filed in December 2021 in Core Data; and 3) FRL counts as filed in February 2022 in Core Data.

1.5.2 Determining the Estimated Foundation Formula Total and Shortfall per WADA: Once the Total WADA for Installment Number 6 has been determined as set forth in section 1.4.1.1 above, the specific Installment Number 7 payment due to Charter School will be calculated based on the adjusted estimated local revenue per WADA for 2021-2022 multiplied by the WADA for Charter School as calculated by the six factors outlined in 1.5.1.1 and in agreement with the final DESE calculations.

**ARTICLE 2
CHARTER SCHOOL OBLIGATIONS**

2.1 Accurate Data Reporting. Charter School shall take all measures to ensure all estimated Core Data reporting, including but not limited to student membership count, attendance, and categorical reporting, is as accurate as possible to prevent any overpayment of funds.

2.2 Overpayment. Should Charter School receive an overpayment of funds after the July payment, as referenced in 1.5, Charter School shall repay KCPS for any overpayment made within thirty (30) days of notification of the overpayment by KCPS, but repayment shall be no later than December 30, 2022. KCPS reserves the right to review Charter School's final WADA in November 2022 and make final billings to or payments to Charter School.

**ARTICLE 3
TERM AND TERMINATION**

3.1 Term. This Agreement shall be effective as of **October 1, 2021** and shall continue in full force and effect through **December 31, 2022**.

3.2 Termination. Either party may cancel this Agreement with fifteen (15) days' notice to the other party in writing. Should Charter School close prior to the expiration of this Agreement, this Agreement shall be immediately terminated as of the closure date or by June 30, 2022, whichever date is earliest.

3.3 Responsibility upon Termination. No payments scheduled to be paid to Charter School after the termination of this Agreement will be paid. Any overpayment identified after the data reported to DESE has been finally adjusted will be due and payable within thirty (30) days after receipt of an invoice of overpayment.

3.4 Survival. The provisions of Articles 2, 4, 5, and 7 of this Agreement shall survive the termination of this Agreement and remain in full force and effect thereafter.

ARTICLE 4 RIGHT TO INJUNCTIVE RELIEF

Charter School acknowledges that the terms of this Agreement are reasonably necessary to protect the legitimate interests of KCPS, are reasonable in scope and duration, and are not unduly restrictive. Charter School acknowledges that a breach of any of the terms of this Agreement will render irreparable harm to KCPS, and that a remedy at law for breach of the Agreement is inadequate, and that KCPS shall therefore be entitled to seek any and all equitable relief, including, but not limited to, injunctive relief, and to any other remedy that may be available under any applicable law or agreement between the parties. Charter School acknowledges that an award of damages to KCPS does not preclude a court from ordering injunctive relief. Both damages and injunctive relief shall be proper modes of relief and are not to be considered as alternative remedies.

KCPS acknowledges that the terms of this Agreement are reasonably necessary to protect the legitimate interests of the Charter School, are reasonable in scope and duration, and are not unduly restrictive. KCPS acknowledges that a breach of any of the terms of this Agreement will render irreparable harm to the Charter School, and that a remedy at law for breach of the Agreement is inadequate, and that the Charter School shall therefore be entitled to seek any and all equitable relief, including, but not limited to, injunctive relief, and to any other remedy that may be available under any applicable law or agreement between the parties. KCPS acknowledges that an award of damages to the Charter School does not preclude a court from ordering injunctive relief. Both damages and injunctive relief shall be proper modes of relief and are not to be considered as alternative remedies.

ARTICLE 5 INDEMNIFICATION

KCPS and Charter School hereby agree and consent to engage in good faith discussions and negotiations of any concerns regarding this Agreement. Charter School shall defend, hold harmless, and indemnify KCPS, its officers, directors, employees, and agents from and against any and every claim, demand, judgments, fines, and expenses, including all attorneys' fees and amounts paid in settlement actually and reasonably incurred by KCPS in connection with any threatened, pending, or completed action, suit, or proceeding, which made by reason or injury reason or injury to a person or property caused by any act, neglect, default, or omission under the performance of this agreement by Charter School. KCPS shall defend, hold harmless, and indemnify the Charter School, its officers, directors, employees, and agents from and against any and every claim, demand, judgments, fines, and expenses, including all attorneys' fees and amounts paid in settlement actually and reasonably incurred by Charter School in connection with any threatened, pending, or completed action, suit, or proceeding, which made by reason or injury reason or injury to a person or property caused by any act, neglect, default, or omission under the performance of this agreement by KCPS. No language in this agreement shall be construed as a waiver of sovereign immunity by either party beyond the legislative expression in Missouri statutes, including but not limited to 537.600, RSMo.

**ARTICLE 6
NOTICES**

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

Kansas City Public Schools:

Attention: Name	Mark Bedell, Superintendent
Address	2901 Troost Avenue Kansas City, Missouri 64109
Telephone:	816.418.7610
Facsimile:	816.418.7411

Attention:	Chief Legal Counsel
Address:	2901 Troost Avenue Kansas City, Missouri 64109
Telephone:	816.418.7610
Facsimile:	816.418.7411

Charter School:

Attention: Name	
Address	Kansas City MO
Telephone:	
Facsimile:	

**ARTICLE 7
GENERAL PROVISIONS**

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

7.2. Governing Law. This Agreement is governed by and constructed in accordance with the laws of the State of Missouri without regard to any conflict of laws provision. The parties consent to venue and personal and subject matter jurisdiction in Kansas City, Jackson County, Missouri.

7.3 Executed Agreement. This Agreement will not become effective until the Agreement has been fully executed by authorized representatives of each party. Charter School understands that KCPS shall not be obligated to compensate Charter School prior to the execution of this Agreement.

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

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

7.6 No Waiver. Failure by either party to enforce any of the provisions of this Agreement or to require compliance with any of its terms shall in no way affect the validity of this Agreement and shall not be deemed a waiver of the right thereafter to enforce any such provision.

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

7.8 Annual Appropriation of Funds. This agreement shall be subject to the annual appropriation of funds by KCPS in accordance with its normal funding practices and/or the receipt of funding by DESE. In the event that funds are not available in full or in part for any of the payments under Article 1, KCPS will notify Charter School of the payment amount at least 7 days prior to the date of payment. KCPS will use reasonable efforts to ensure appropriated funds are available to fund payments to charter school; however, will not be required to use reserves to make payments.

7.9 Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for amounts owed prior to the Force Majeure Event, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: work action or strike; lockout or other labor dispute; national or regional emergency; flood; fire; pandemic; war; riot; theft; act of terrorism, earthquake or natural disaster. Either party desiring to rely upon any of the foregoing as an excuse for default or breach shall give notice within ten (10) days of the Force Majeure Event to the other party or as soon thereafter as is practical, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

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

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

[SIGNATURES APPEAR ON THE NEXT PAGE]

KANSAS CITY PUBLIC SCHOOLS

By: _____

Date: _____

Name: Nate Hogan

Title: Chairman, Board of Directors

CHARTER SCHOOL NAME

By: _____

Date: _____

Name:

Title:

DRAFT #1

Advising Agreement

This agreement (the "Agreement") is made this August 26, 2021 by and between Ewing Marion Kauffman School ("Kauffman") and Attuned Education Partners ("Attuned"). Kauffman and Attuned agree to the following:

Term. The term of this Agreement will begin on **August 30, 2021** and end **March 31, 2022** or when services are delivered, whichever is later, provided there are no unreasonable delays by Kauffman.

Description of Services. Attuned will provide the following consulting and advisory services: See proposal dated August 10, 2021 and agreed to on August 25, 2021.

Fees, Expenses, and Payment. In consideration of Attuned's performance of Services in accordance with the terms of this Agreement, Kauffman agrees to compensate Attuned **\$132,600. \$33,150 will be invoiced when Services commence, \$33,150 will be invoiced when Phase 2 is complete, \$33,150 will be invoiced when Phase 3 is complete, and \$33,150 will be invoiced at the conclusion of Services.** In addition, Kauffman agrees to reimburse Attuned for reasonable out-of-pocket expenses such as airfare, lodging, and meals for travel related to the Service. Attuned will send invoices to Kauffman at the above address in order to be compensated and, if applicable, reimbursed for expenses. Attuned will provide Kauffman with actual receipts verifying any expense for which reimbursement is requested. Kauffman shall send payment with 30 days of receiving Attuned's invoice.

No Employment Relationship; No Liability for Taxes, Insurance. Attuned and its employees acknowledge and agree that they are not employees of Kauffman. Thus, Attuned and its employees will not be entitled to any benefits of an employee of Kauffman, including without limitation the right to participate in any insurance, retirement, or other benefit plans of Kauffman. Attuned will be solely responsible for determining the means and methods for performing the Services under this Agreement. Attuned will select and will have full and complete control of and responsibility and liability for all agents, employees, and subcontractors, if any, employed or used by Attuned in the conduct of independent business generally and the performance of the Services hereunder. Kauffman will have no duty, liability, or responsibility of any kind to or for the acts or omissions of such agents, employees, or subcontractors. Attuned agrees to be fully and exclusively responsible for the payment of all state and federal taxes, contributions and similar payments attributable to this engagement hereunder, including without limitation all employment, payroll and federal and state income taxes (including declarations and payments of estimated taxes), and all contributions for unemployment insurance, old-age pensions, annuities or Social Security payments that are measured by the wages, salaries, or other remuneration paid to Attuned's agents, employees or subcontractors, if any. Attuned further agrees to comply with all legal and administrative regulations related to such taxes and contributions.

Intellectual Property. All materials made or conceived by Attuned either alone or jointly with others, as a result of the Services ("Project Materials") will be the property of Kauffman. Kauffman grants to Attuned a royalty-free, paid up, worldwide, perpetual, non-exclusive license to use Project Materials that do not reference Kauffman, solely for Attuned's use of Project Materials for its business purposes. Attuned will retain all rights in all materials and intellectual property other

than Project Materials that are developed by Attuned prior to or during the term of this Agreement (“Attuned Property”).

Confidential Material. In the performance of services, Attuned may have access to, receive and be entrusted with confidential information, including but in no way limited to information relating to grant proposals, implementation, management, evaluation, communications, and other organizational and financial information. All such Confidential Material is considered secret and will be available to Attuned in strict confidence.

Student Personally Identifiable Information. Student Personally Identifiable Information (Student PII) is defined as information that, alone or in combination, personally identifies an individual student or the student’s parent or family, and that is collected, maintained, generated, or inferred by Kauffman, either directly or through this Agreement with Attuned. During the period when Attuned is performing Services for Kauffman, the Parties agree that Attuned is a contractor to whom Kauffman has outsourced institutional services for which Kauffman might otherwise use employees, Attuned is under the direct control of Kauffman with respect to the use and maintenance of education records and Student PII, and Attuned acknowledges and agrees that it may use Student PII only to provide the Services identified in this Agreement and for no other purpose. The Parties further agree that Kauffman has legitimate educational interests in contracting with Attuned for the Services.

Attuned may collect, use, and share Student PII only to provide the Services identified in this Agreement and for no other purposes. Attuned agrees to facilitate access to and correction of any factually inaccurate Student PII in response to any request for correction that Kauffman receives and responds to. Attuned will not: 1) sell Student PII, except that this prohibition does not apply to the purchase, merger, or other type of acquisition of Attuned, or any assets of Attuned, by a successor entity, so long as the successor entity continues to be subject to the provisions of this Agreement with respect to Student PII that Attuned acquired pursuant to this Agreement; 2) use or share Student PII for purposes of targeted advertising to students; or 3) use Student PII to create a personal profile of a student unless doing so is necessary to provide the Services identified under this Agreement.

The Parties agree that Attuned may use or disclose Student PII to:

- Cooperate with law enforcement;
- Ensure legal or regulatory compliance;
- Take precautions against liability;
- Respond to or participate in the judicial process;
- Investigate a matter related to public safety; or
- Cooperate with Kauffman or law enforcement to protect the safety of students or their families.

If Attuned uses or discloses Student PII as allowed in the instances listed above, Attuned shall notify Kauffman as soon as possible after the use or disclosure of the information.

Attuned maintains a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of Student PII. The information security program makes use of current and reasonable administrative, technological, and physical safeguards.

During the term of this Agreement, if Kauffman requests return or destruction of a student's PII collected, generated, or inferred as a result of this Agreement, Attuned shall return or destroy that information as soon as practicable after the date of the request unless Attuned obtains the consent of the student or the student's parent or guardian to retain the student's PII or unless the student has transferred to another school or education entity and the receiving school or education entity has requested that Attuned retain the student's PII.

Within 60 days after the termination or conclusion of this Agreement, Attuned shall return or destroy all Student PII collected, generated, or inferred as a result of this Agreement. Further, Attuned shall return or destroy Student PII when the information is no longer needed for the purpose of carrying out this Agreement. Attuned shall notify Kauffman of the date upon which all the Student PII collected, generated, or inferred as a result of this Agreement has been returned or destroyed.

As part of providing its Services under this Agreement, Attuned may use subcontractors. Attuned agrees that if it does so, its subcontracts with subcontractors will include provisions that safeguard Student PII as well or better than this Agreement requires. Upon discovering the misuse or unauthorized release of Student PII held by a subcontractor, Attuned shall notify Kauffman as soon as possible, regardless of whether the misuse or unauthorized release is a result of a material breach of the terms of this Agreement or Attuned's subcontract with the subcontractor.

Non-Solicitation. During the Duration of Agreement, and for a period of one (1) year immediately thereafter, Kauffman agrees not to directly or indirectly solicit or induce any employee or independent contractor then engaged by Attuned, to terminate or breach an employment, contractual or other relationship with Attuned.

Termination. Either party may elect to terminate this Agreement at any time and for any reason by giving 15 days written notice to the other party. If this Agreement is terminated while Attuned is actually performing services hereunder, Attuned will be entitled to compensation according to the terms of this Agreement for services performed in compliance with this Agreement.

Compliance with Policies, Laws. In the performance of services hereunder, Attuned will comply with all federal, state and local laws, policies, rules and regulations governing Attuned and Kauffman, including without limitation tax laws, non-discrimination requirements and prohibitions against harassment.

Dispute Resolution. If a dispute arises out of or relates to this contract, or the breach thereof, the parties agree first to try in good faith to settle the dispute by mediation. If mediation does not resolve any dispute, controversy or claim arising out of or relating to this Agreement or the transactions contemplated by this Agreement, or any amendment of this Agreement, Attuned and Kauffman each agree to submit the matter to final and binding arbitration conducted in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association before a single Arbitrator. All arbitration will take place in **Kansas City, MO.**

Controlling Law. This Agreement will be construed, enforced and governed in all respect by the internal laws of **Kansas City, MO**, without regard to choice of law principles.

Enforceability. If any provision of this Agreement is found to be void or unenforceable by either of the parties, such finding will not render any other provision of this Agreement void or unenforceable.

Entire Agreement. This document contains the entire Agreement of the parties and supersedes all prior negotiations or agreements, whether oral or written, regarding the matters set forth herein. It may not be changed orally but only by an agreement in writing signed by both parties.

READ AND APPROVED:

Kauffman

Attuned

By: _____ Date: _____

By: _____ Date: 8/26/21 _____

Summary of Items for September 2021 Board Meeting

Headline	Pages	Summary
<p>Student Family Handbook – Policies Related to Student Searches</p>	<p>Committee Packet: Pages 7-10</p> <p>Board Packet: Pages 33-36</p>	<ul style="list-style-type: none"> • Management proposes updates to several policies related to student searches. • The intention of these policy changes is to ensure leaders are supported by policy when making proactive and reactive decisions to ensure student safety. • Specific Policies to be revised include: <ul style="list-style-type: none"> ○ Lockers ○ Mobile Phone & Electronics ○ Student Searches • Note: The Mobile Phone & Electronics Policy has also been revised to incorporate updated expectations for our high school students. • We have also added the following new policy: <ul style="list-style-type: none"> ○ Visitor Searches <p>Required Action:</p> <ul style="list-style-type: none"> • Governance Committee: Vote to recommend the Board approve these policy changes. • Board: Vote to approve these policy changes.
<p>Student Family Handbook & Personnel Policies – Dress Code / Mask Mandate</p>	<p>No attachment</p>	<ul style="list-style-type: none"> • Management proposes the addition of the following language to its student Dress Code and Staff Dress Code policies: <ul style="list-style-type: none"> ○ Due to the risk current and future pandemics and outbreaks of various contagious, transmissible, and/or infectious diseases, the Kauffman School reserves the right to require mitigation or protective measures to protect students and faculty. These rules may be applied to students, staff, and visitors as deemed necessary. Appropriate and necessary documented medical accommodations will always be considered. For health reasons, masks are currently required for all employees and students to mitigate flu, cold, pandemic, and any other communicable diseases. • The addition of this language is meant to protect the school from potential, future bans or legal challenges against mask mandates. <p>Required Action</p> <ul style="list-style-type: none"> • Governance Committee: Vote to recommend the Board approve these policy changes. • Board: Vote to approve these policy changes.

<p>Personnel Policies – COVID Leave Policy</p>	<p>Committee Packet: Pages 11-12</p> <p>Board Packet: Pages 37-38</p>	<ul style="list-style-type: none"> • Management proposes the creation of this new COVID Leave policy. • Previously, we have applied our existing Paid FMLA policy, but doing so has created unintended consequences for those employees who require FMLA leave for non-COVID reasons (i.e. birth / adoption and baby bonding) or who are required to be absent for work to care for a child who is required to quarantine and is therefore not allowed to attend school or daycare. • The policy also limits the amount of paid leave that is offered for an employee who is unvaccinated but is required to quarantine due to exposure. (Rationale: If employee were vaccinated, they would not be required to quarantine due to exposure and school operations would not be disrupted.) <p>Required Action</p> <ul style="list-style-type: none"> • Governance Committee: Vote to recommend the Board approve this policy. • Board: Vote to approve this policy.
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Lockers (p. 13)

A hall locker is available to students of certain grade levels as determined by the Kauffman School's administrative staff to store school materials, clothing, and other personal items that are necessary to have at the Kauffman School but not in the classroom. Lockers provided by the School are not safes and should not be treated as such. Items of extraordinary value should not be left in lockers.

1) School lockers and gym lockers are the property of the school and are provided for the convenience of students. In order to maintain a safe learning environment, ~~The~~ lockers may be searched by Kauffman School administrators, and or security ~~if there is who have~~ a reasonable suspicion that the lockers contain drugs, alcohol, tobacco products, paraphernalia, material of a disruptive nature, stolen property, weapons, or other items ~~posing that could pose~~ a danger to the health or safety of students and staff. Students ~~or and~~ student property may be searched as a means of ensuring the safety of persons and property when there is a ~~based on~~ reasonable suspicion of a violation of school rules, policy, or local or state law. Reasonable suspicion ~~must-should~~ be based on facts known to the administration, credible information provided or collected, and/or reasonable inferences ~~drawn from such facts or and~~ information. Consistent with the community's expectation that Kauffman School officials sustain a safe school environment conducive to learning, the Kauffman School will cooperate with the law enforcement agencies in conducting searches of lockers if there is reasonable suspicion that a crime has been committed.

Mobile Phone and Electronics Policy (p. 32)

kids may not use phones during classes (except if teacher gives explicit permission (sometimes they can listen to music during writing an essay or something or teachers might let them use a clacluator)
kids MAY use phones during breakfast/break/lunch/dismissal
kids may NOT use them during transitions between classes

We will avoid any distraction that could negatively impact a student's path to college. The use of mobile phones and other personal electronics is strictly forbidden during school hours. Students with mobile phones must keep them turned off (not on silent or vibrate) during the school day. They must be left in a student's backpack and not on their person.

Students may not use a mobile phone or personal electronic device to take pictures or record audio/video during the school day. Students may only use mobile phones or personal electronic devices on Kauffman School sponsored field trips with teacher or staff approval.

- Failure to adhere to this policy could result in disciplinary action and confiscation of the device. A parent/guardian may be required to pick up the mobile phone or personal electronic device and meet with a member of the Kauffman School leadership team.
- Students who bring their mMobile phone or personal electronic devices brought to school by students are subject to search if reasonable suspicion arises that the

Commented [KP1]: Propose that we leave "at the Kauffman School." Intention of lockers is that students have a place to store items that they need at school – i.e. personal grooming items, clothing they need to change into for their afterschool job -- but not necessarily in the classroom.

Commented [JT2]: What's the difference? Are there gym lockers?

Commented [KP3R2]: Yes, gym lockers. Agree that we should just name that and have updated accordingly.

Commented [KP4]: Added full policy since we need to approve overall policy changes in addition to updated language about searches

mobile phone or personal electronics device contains evidence of a threat to the safety of people and/or property at the School and/or a violation of Kauffman School policy or the law. Under such circumstances, and such mobile phone or personal electronics device may be confiscated by Kauffman School staff, and students will be required to provide access to their personal electronic device's data. Refusal to do so may result in other discipline for the failure to cooperate.

- Items confiscated can be picked up in the front office by a parent/guardian.
- Repeated offenses within the same school year will result in further disciplinary action at the discretion of school leadership.
- The Kauffman School is not responsible for the loss or theft of mobile phones or other personal electronic devices at any time.

Student Searches (p. 61)

The Kauffman School reserves the right to conduct searches of one or more students and their property, including but not limited to backpacks, and jackets, and vehicles (per Board Policy 2650), when there is a reasonable basis for believing suspicion that the search will provide evidence of a threat to the safety, welfare, or security of persons or property and/or a violation of school rules or of state or federal law. Except in an emergency, searches will take place in the presence of a Kauffman School administrator and at least one other staff member or school security officer. The parent(s) or guardian(s) of a searched student will be notified as soon as possible to inform them that a search has occurred. If a student refuses to cooperate with a request to search a backpack or other property, the school will confiscate the property in question, and the student may be subject to other discipline for the failure to cooperate.

In order to help ensure that the Kauffman School is a safe place and as a means of proactively discouraging the presence of items that could be used to jeopardize the safety, welfare, or security of people or property, the School may periodically conduct searches of all students and their property in either or both of the middle schools and/or the high school. The School also may conduct searches of students and their property by a random selection process as determined and communicated in advance. The School's ability to conduct these types of searches are in addition to searches based on a reasonable suspicion.

The Kauffman School also reserves the right to conduct searches of students and their property, including but not limited to backpacks and jackets, as part of an ongoing, proactive safety monitoring system. These searches will typically take place during arrival.

Visitor Searches (NEW)

Under circumstances in which the School is reasonably concerned about potential threats to the safety, welfare, and security of people and property at the School, the School may ask that visitors consent to

searches of their persons and/or property. Visitors who refuse to provide such consents shall not be allowed on School premises.

Notice will need to be posted at the School entrances.

COVID-Related Leave Policy

The COVID-19 pandemic has created unique circumstances in which employees are required to take leave from work because they have been directed to quarantine or isolate or are responsible for the care of a child who has been directed to quarantine or isolate.

This policy was developed based on current conditions. The policy is subject to change as conditions change.

This policy is intended to:

- Support staff members in making decisions that are in the best interest of their health and the health of their colleagues, students, and families.
- Honor and protect our priority to deliver an extraordinary education to students without placing undue burden on staff members.

The School Nurse and Chief Operating Officer follow the guidance of the Kansas City Health Department when directing staff to quarantine or isolate.

The following policies will be collectively applied, meaning a staff member will receive a maximum of 10 days of paid COVID-related leave. If a staff member requires more than 10 days of COVID-related leave, subsequent time off will be recorded as PTO, or in the case that the staff member has exhausted their PTO, as unpaid time off.

Scenario	COVID Leave Policy
Staff member tests positive for COVID-19 and has been directed by a health professional to isolate.	Staff member is eligible for up to 10 days of paid COVID-related leave with documentation of positive COVID-19 test. If staff member feels well enough to work prior to end of 10-day quarantine period, they can be assigned virtual responsibilities.
Staff member is directed by a health professional to isolate due to symptoms but did not initially test positive for COVID-19.	If staff member is well enough to fulfill virtual responsibilities, staff member will be assigned virtual responsibilities equivalent to a full-time role. Staff member will not be required to take PTO, unless assigned virtual responsibilities are not fulfilled and staff member does not communicate updated needs to their manager. If staff member is not well enough or becomes too unwell to fulfill virtual responsibilities, one of the following policies will apply: <ul style="list-style-type: none">● The staff member is eligible for paid COVID-related leave when they are directed by a health professional to isolate due to symptoms or quarantine due to exposure, up to the 10-day maximum. The staff member should communicate to the School Nurse and their Manager that they are not well enough to fulfill virtual responsibilities, and the School Nurse or Manager will notify HR of the change.● If the staff member eventually tests positive for COVID-19, the staff member is eligible for up to 10 days of paid COVID-related leave with documentation of positive COVID-19 test.● If the staff member does not test positive for COVID-19, the FMLA Policy may apply. The staff member's specific situation will be considered under the FMLA policy.

	<ul style="list-style-type: none"> ● The PTO policy will apply in cases where the team member has not tested positive for COVID-19 or has an illness that is unrelated to COVID-19 and does not meet the definition of a serious health condition as defined by FMLA.
<p>Staff member's child aged 17 or younger is directed by a health professional or school or daycare official to quarantine or isolate due to a positive COVID-19 test, exposure, or symptoms.</p>	<p>Staff member is eligible for up to 10 days of paid COVID-related leave.</p>
<p>Staff member opts to not report to work, but has not been directed by a health professional to quarantine or isolate and has not presented documentation indicating that their child has been directed to quarantine or isolate.</p>	<p>Staff member's time off is recorded as PTO, or in the case that the staff member has exhausted their PTO, as unpaid time off.</p>

**MINUTES OF REGULAR MEETING OF THE
BOARD OF DIRECTORS OF
EWING MARION KAUFFMAN SCHOOL, INC.**

August 11, 2021

A regular meeting of the Board of Directors of Ewing Marion Kauffman School, Inc., a Missouri nonprofit corporation exempt from federal taxation under Internal Revenue Code § 501(c)(3), was held at its headquarters in Kansas City, Missouri on August 11, 2021, pursuant to public notice provided at least 24 hours in advance. The meeting was held using audio-video technology with a link provided in the notice and with opportunities for all to hear and be heard and see and be seen.

Participating via Zoom technology such that all could hear and be heard and had the option of seeing and being seen were Aaron North, Chair, Mayra Aguirre, Gloria Jackson-Leathers, Tracy McFerrin, and Maurice Watson.

Also participating from the School such that all could hear and be heard and have the option of seeing and being seen were Hannah Lofthus, President and Chief Executive Officer; Kristin Bechard, Treasurer; John Tyler, Secretary and General Counsel; and Jerrad Jones, Director of Finance.

Mr. North chaired the meeting and Mr. Tyler served as secretary. Mr. North called the meeting to order at 9:03 am, welcomed those in attendance, and previewed the agenda.

No one was present from the community.

After discussion and motion duly made (Aguirre) and seconded (McFerrin), the board unanimously approved minutes from the meetings of June 16 and July 14, 2021.

Finance Committee Report

Mr. Jones provided the treasurer's report through June 30, including cash balances, changes thereto, and reasons for the changes; income statement highlights as expected; fund balances, discussions about setting a desired target level, and how to otherwise approach the fund; completion of the 990 tax return for the prior tax year; commencement of the audit; the compliance checklist being underway; information about public funding, including ESSER; expense highlights relative to budget and the final forecast and reasons for deviation therefrom; increased food service expenditures due to providing food to the community and for which there was offsetting revenues; and presentation of the check register. Discussion occurred throughout, including about new entries in the check register for purchasing computers from Dell and the need for the Board and/or Finance Committee to provide guidance for reporting what might constitute unusual items, such as high dollar items and new vendors.

After discussion and motion duly made (Watson) and seconded (Jackson-Leathers), the board unanimously approved the treasurer's report as presented to the Board and previously discussed with the Finance Committee.

As discussed with the Finance Committee, Mr. Jones also described the 990 tax return for the prior tax year and intentions to file an amended return to add information about compensation for two employees not previously included.

Mr. Jones left the meeting.

Governance Committee

Mr. North reported on the Governance Committee's meeting and review of proposed changes to various policies, especially changes related to virtual learning and the pandemic. Mr. North described the other education policies.

After discussion and upon motion duly made by Mr. North on behalf of the Governance Committee and with its recommendation, the Board unanimously approved the following as submitted and attached to the agenda for the meeting:

- Student & Family Handbook;
- Personnel Policies;
- Special education – Missouri State Plan;
- The 2021-2022 School Calendar.

Mr. North reported on the Committee's discussion of director succession, the need for a Bylaw change to accommodate extending Ms. Aguirre's term and gratitude for her willingness to continue serving. He also reported on the Committee's discussion of officers, committee membership and chairs, and compliance officers.

After discussion and upon motion duly made (Watson) and seconded (McFerrin), the Board unanimously (with Ms. Aguirre abstaining) approved amending the Bylaws to add the following language to Article IV, Section 4.2(b)(1):

For good cause, the Board may, by majority vote, extend a Class A Director's final term for a maximum of twelve (12) months in order to enable an orderly transition to a succeeding Class A Director that may not be positioned to begin serving by the expiration of a Class A Director's final term. A Class A Director's extended term shall expire at such time as his or her successor begins service.

After discussion and upon motion duly made by Mr. North on behalf of the Governance Committee and with its recommendation, the Board unanimously approved extending Ms. Aguirre's term as a director and appointing the officers, committees, committee chairs, compliance officer, and custodian of records as provided in attached **Exhibit A**.

School Leadership Report

Ms. Loftus highlighted the announcement of the new Chief Academic Officer and mock interviews for students. Discussion followed.

Ms. Lofthus summarized trends and themes from her sessions with individual directors, including core topics regarding the following: relationship/trust building; the Northstar regarding equity, sustainability, and results; and challenges experienced in each area. Discussion occurred about each topic area and how to proceed with next steps to engage on these topics, including enthusiastic and unanimous support for an extended Board retreat to focus on these topics, scheduling such a retreat, and the balancing of various priorities for the Board and School leadership.

Community Forum

With no members from the community present, there was no community forum.

Mss. Lofthus and Bechard left the meeting.

Closed Session

Pursuant to the published agenda, a motion was made (Aguirre) and seconded (McFerrin) to enter executive session as allowed by RSMO § 620.021(3) regarding a personnel matter to discuss matters thereunder. Pursuant to a roll call vote, the following directors voted to approve the motion (Aguirre, Jackson-Leathers, McFerrin, North, and Watson) with no directors opposing or abstaining, although Mr. Watson had not yet returned. The Board entered closed session at 9:52 am.

Mr. North reported on the closed portions of recent meetings of the CEO Evaluation Subcommittee meeting. Ms. McFerrin reported on her and Mr. North's conversation with Ms. Lofthus communicating the results of her review by the Board. Discussion followed.

Ms. Aguirre left the meeting.

A motion was made (Watson) and seconded (McFerrin) to leave the executive session and re-open the meeting. Pursuant to a roll call vote, the following directors voted to approve the motion (Jackson Leathers, McFerrin, North, and Watson) with no directors opposing or abstaining. The Board left the closed session at 10:17 am.

There being no further business, the meeting adjourned at 10:18 am.

John Tyler, Secretary

Exhibit A
Officers, Committees, Committee Chairs,
and Other Appointments

Recommendations from the Governance Committee (August 9, 2021) to the Board of Directors for consideration at its August 11, 2021 meeting

Director renewals

- Extend Ms. Aguirre’s term through the end of 2021 or when a new director is appointed to her seat (whichever occurs first)

Officer appointments

- Re-appoint current officers for a one-year term
 - Aaron North – Chair
 - Kristin Bechard – Treasurer (non-voting officer)
 - John Tyler – Secretary (non-voting officer)

Committee appointments

- Governance Committee¹
 - Gloria Jackson-Leathers
 - Hannah Lofthus (non-voting, not on discipline committee)
 - Aaron North – Chair
 - Maurice Watson

- Finance Committee²
 - Mayra Aguirre
 - Kristin Bechard - Chair
 - Hannah Lofthus (non-voting, not on audit committee)
 - Tracy McFerrin
 - Aaron North

- CEO Evaluation Sub-committee
 - Gloria Jackson-Leathers
 - Hannah Lofthus (non-voting)
 - Tracy McFerrin
 - Aaron North – Chair
 - John Tyler – Secretary

- Board Task Force (until concluded by the board of directors)
 - Hannah Lofthus (non-voting)
 - Tracy McFerrin
 - Aaron North
 - John Tyler (non-voting)
 - Maurice Watson

Other appointments

- Compliance Officer
 - Katie Paszniewski

- Custodian of Records
 - Cat Cain

¹ The Discipline Committee is comprised of all members of the Governance Committee excluding the Kauffman School CEO.

² The Audit Committee and Retirement Benefits Committee are comprised of all members of the Finance Committee (the Kauffman School CEO does not serve on the Audit Committee).