

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter “MOU”) executed this 23rd day of May 2023 and is effective from July 1, 2023 until June 30, 2024, by and between the KC International Academy Charter School (“the School”) and Della Lamb Community Services, a duly organized non-profit organization chartered under the laws of the State of Missouri (“Host Site”). At times in this MOU, the School and Host Site may be referred to collectively as the “Parties.”

The Kansas City Pre-K Cooperative (“Pre-K Cooperative”) has been formed to assist charter schools in providing additional pre-Kindergarten services and to utilize current funding opportunities offered by the State of Missouri. The Pre-K Cooperative offers the opportunity for schools, early education providers, and community organizations to collaborate and to explore innovative solutions to efficiently and effectively deploy pre-Kindergarten state aid reimbursement. The Pre-K Cooperative provides structure for participating K-12 charter schools who do not currently offer pre-Kindergarten services to operate pre-Kindergarten classrooms and programs in existing, quality early education programs. In addition to increasing access to pre-Kindergarten services, these partnerships are formed with the intent of increasing Kindergarten readiness, improving vertical alignment between pre-Kindergarten services and Kindergarten, providing families with collaborative support services, and increasing student achievement. The Pre-K Cooperative will provide common operating structures and protocols to ensure that all participating schools and their partnering host sites meet both quality expectations, as well as statutory requirements. Section 163.018.1(b) RSMo, authorizes charter schools to receive funding for pupils between the ages of three and five who attend an early childhood education program under contract with the charter school.

RESPONSIBILITIES OF HOST SITE

- a. Under the direction of the School, provide pre-Kindergarten services up to 24 students from the School, between the ages of 3-5 years old who qualify for free and reduced lunch.
- b. Under the direction of the School, provide students with a minimum of One Thousand Forty-Four (1,044) hours of instruction per year.
- c. Provide classrooms with an appropriate Child Care Center license, granted from the Missouri Department of Health and Senior Services.
- d. Provide classrooms that have been recognized by the Missouri Department of Elementary and Secondary Education (“DESE”) as having Missouri Accreditation in compliance with any regulations issued by DESE.
- e. Under the direction of the School, ensure that classrooms maintain a teacher-to-student ratio of two teachers to twenty students (2:20) or such other reasonable standard as may be required by law.
- f. Subject to approval by the School, provide teachers of record in the pre-Kindergarten classrooms who hold a valid teaching certificate issued by DESE.

- g. Implement curriculum approved by the School, utilizing one of the four research-based early childhood approved curriculum options: Creative Curriculum, Emerging Language and Literacy Curriculum, High/Scope, or Project Construct.
- h. At the direction of the School, host a minimum of two (2) parent-teacher conferences per student per school year. Staff members or administrators from the School shall direct and attend parent-teacher conferences at the Host Site.
- i. Submit daily student attendance to the School in order to allow reimbursement by the School according to students' Average Daily Attendance ("ADA") calculations as provided by DESE.
- j. Submit daily attendance to the School in order to allow reimbursement of Proposition C funding by the School according to the students' Weighted Average Daily Attendance. Proposition C reimbursement for the Host Site will begin in the second full year of partnership between the School and Host Site.
- k. Share all parent contact information with the School to ensure effective communication between all parties.
- l. Contact the School if a student is absent more than five (5) consecutive days, to allow the School to contact the family of the eligible student.
- m. Assist the School's efforts to collect funding from DESE and provide information and/or records to assist with the School's efforts to collect funding.
- n. Assist the School's fundraising efforts related to the costs for start-up of the Pre-K Cooperative.
- o. Comply with applicable Federal and State laws and regulations in performance of the services set forth in this Agreement, including, but not limited to Individuals with Disabilities Education Act ("IDEA"), Section 504 of the Rehabilitation Act, Family Educational Rights and Privacy Act ("FERPA"), Health Insurance Portability and Accountability Act ("HIPAA"), and all rules and regulations promulgated by DESE.
- p. Ensure that all employees and volunteers at the Host Site have passed a background check in compliance with DESE requirements.
- q. Implement School's Handbook Policies and Procedures (Exhibit A).
- r. Allow the School to conduct routine and spot site visits to the Host Site. Schools will also be provided access to licensing and accreditation reports for the Host Site.

2. RESPONSIBILITIES OF THE SCHOOL

- a. The School will be responsible for operating the pre-Kindergarten program at the Host Site. The School will identify are those students who are not served in an Early Childhood Special Education program, a fully funded Title I preschool or a fully funded Missouri Preschool Program. Eligible students shall not be charged tuition by the School.
- b. Provide each eligible student with a Missouri Student Information System (“MOSIS”) number.
- c. Reimburse the Host Site for daily student attendance as calculated by DESE under its ADA reimbursement calculations. School shall retain a 5% overhead expenses reimbursement from all DESE ADA reimbursements paid to School
- d. Beginning in the second full year of the partnership between the School and the Host Site, reimburse the Host Site with Proposition C funds based on the prior year students’ Weighted Average Daily Attendance.
- e. Supervise and approve the Host Site’s hiring of a certified teacher for each classroom at the Host Site campus.
- f. Provide appropriate identification, evaluation, assessment, and services for special education students and English-language learner students, as required by IDEA and Missouri State Plan for Special Education.
- g. Provide related services (Speech Therapy, Occupational Therapy, and Physical Therapy) to eligible students, as determined necessary by School staff.
- h. Pursue funding of educational services provided by the Host Site from State of Missouri.
- i. Provide Host Site with access to all School policies, procedures, and the School Handbook.

3. TERMS AND TERMINATION OF AGREEMENT

- a. This Agreement will remain in effect from July 1, 2023, through June 30, 2024 (“Third Renewal”), and shall be subject to renewal by the Parties for additional one-year terms as agreed on an annual basis.
- b. Starting on the date of this Agreements execution, and at all times thereafter this Agreement may be terminated by either Party hereto upon thirty (30) days advance written notice to the other Party. Upon notice of such termination, neither Party, however, shall be relieved from performing the covenants herein contained during such thirty (30) day period.

4. EMPLOYMENT VERIFICATION

- a. Prior to commencement of the Agreement effective date of July 1, 2023, Host Site shall provide to the School a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in the federal work authorization program. Federal work authorization program means the E-Verify Program maintained and operated by the United States Department of Homeland Security and the Social Security Administration, or any successor program. Host Site shall also provide the School a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the services to be provided under this Agreement.

5. PRIVACY AND CONFIDENTIALITY

- a. Host Site, as a covered entity, is required by Federal law, including HIPAA Privacy, and by applicable State laws to maintain the privacy and confidentiality of protected health information of students. Host Site shall only use and disclose protected health information as authorized by Federal or applicable State laws, including to the School. The current “Notice of Privacy Practices” shall be posted on the Host Site web site.
- b. Each Party recognizes that in the course of performing this Agreement it may become aware of information that the other Party deems confidential and/or proprietary. For purposes of this Agreement, “proprietary” and “confidential” information shall include all internal business practices and business records, including, but not limited to, information concerning products, pricing, fees, capitation, contracts, training products, or business methods, in any form whatsoever.
- c. Each Party agrees that it will not actively seek out financial, marketing, or contractual information that a Party would reasonably know to be confidential information or a trade or proprietary secret, except to the extent reasonably necessary to allow the Party to perform its duties under this Agreement. In the event that a Party becomes aware of such data or information, from whatever source or for whatever purpose, such Party agrees that it shall maintain the confidentiality of such information and shall not reveal it to any third Party for any purpose without the written consent of the other Party.
- d. Each Party agrees that these provisions shall survive termination of this Agreement and shall inure to the benefit of the Parties, their successors and permitted assigns.

6. GENERAL PROVISIONS

- a. Compliance with Laws and Policies. Host Site agrees it will indemnify and hold the School, its officers, agents, employees, and successors harmless from any claims asserted against the School arising out of Host Site’s violation of FERPA, IDEA or Section 504 of the Rehabilitation Act of 1973, their regulations and applicable state

laws, including for any costs and attorneys' fees incurred by the School in defending such claims. A violation of any of the laws or regulations contained in this Section 6(a) by Host Site will not be considered, interpreted or construed in any way as a violation by, or on behalf of, the School. While performing services under this Agreement, Host Site agrees to refrain from harassment and discrimination on the basis of race, age, color, religion, sex, disability, ancestry, gender identity, or national origin.

- b. Indemnity: Host Site will indemnify and hold harmless the School and its directors, officers, employees, and agents from and against any and all liability, loss, damages, claims, costs, and expenses, including attorney fees, that may arise out of and/or be incurred in connection with any act or omission caused by Host Site, or any employee or agent of Host Site, in the performance or omission of an act or responsibility assumed or deemed to be assumed by Host Site pursuant to this Agreement.

Additionally, Host Site shall identify the School as a Certificate Holder for the Commercial General Liability Policy that covers Host Site. The School is a covered insured under this Policy. Nothing contained herein shall be deemed to provide any waivers of sovereign immunity, nor require the School to indemnify Host Site for any losses, claims, demands, or causes of action for which the School has not waived sovereign immunity, except to the extent such waivers are provided by statute in Sections 537.600 and 537.610, RSMo, *et. seq.* Further, any insurance purchased by Host Site is not intended to act as a waiver, nor is it a waiver of any defense available to the School and its employees by statute or at common law.

- c. Relationship Between Parties: The Parties hereto are independent contractors and are not, and shall not be deemed for any purpose, to be joint ventures. No Party shall hold itself out as the partner or agent of the other Party or make representations or warranties on behalf of the other Party, except as otherwise expressly agreed.
- d. Severability: If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the validity of the remaining provisions of this Agreement shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid. It is provided, however, that the basic purposes of this Agreement must be achievable through the remaining valid provisions.
- e. Caption and Headings: The captions and headings throughout this Agreement are for convenience and reference only. The words of the captions and headings shall not be construed to be part of the binding provisions of this Agreement.
- f. Trademarks and Symbols: The School and Host Site reserve the right to control the use of their respective names and any of their respective symbols, trademarks and service marks, presently existing or subsequently established. The School and Host Site agree not to use words, symbols, trademarks, service marks and other devices including the corporate name of the other in advertising, promotional materials or otherwise, without the prior written consent of the other. The School and Host Site

will cease any previously approved usage immediately upon termination of this Agreement. The School and Host Site further agree that any advertising, promotional materials or other items which include the name of The School or Host Site are the property of the appropriate namesake and will be returned to the owner either upon request or at termination of the Agreement.

- g. Waiver: Failure by The School, Host Site, or both to insist upon compliance with any term or provision of this Agreement at any time or under any set of circumstances will not operate to waive or modify that provision or render it unenforceable at any other time irrespective of whether the circumstances are the same. No waiver of any of the terms or provisions of this Agreement will be valid or of any force or effect unless in each instance the waiver or modification is contained in writing expressing such alteration or modification and executed by the School and Host Site.
- h. Complete Agreement. This Agreement and any Attachments or Amendments to it constitutes the entire Agreement between the Parties. The representations, warranties, covenants, and Agreements set forth herein constitute all of the representations, warranties, covenants, and Agreements between the Parties and upon which the Parties have relied. All prior Agreements, either oral or written relating to the subject matter of this Agreement, not expressly set forth herein, are of no force or effect.
- i. Amendment: This Agreement may be amended at any time in writing between the School and Host Site.
- j. Governing Law: This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of Missouri.
- k. Jurisdiction and Venue: Any legal action in connection with this Agreement shall be filed in the Circuit Court of Jackson County, Missouri, or the United States District Court for the Western District of Missouri, as appropriate, to which jurisdiction and venue the Parties expressly agree. In the event that any action is taken by either Party to enforce any term, covenant or condition of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees, collection service expenses, court costs and related expenses from the non-prevailing party.
- l. Survival: All representations and warranties made in this Agreement and all terms and provisions hereof intended to be observed and performed after the termination hereof, shall survive such termination and continue, thereafter, in full force and effect.
- m. Counterpart Agreements: This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.
- n. Notices: All notices required to be given hereunder shall be made in writing and shall be deemed sufficiently given if delivered in person or mailed by first class registered or certified mail, to the following addresses:

If to School:

Mr. David Leone
KC International Academy
414 Wallace Ave.
Kansas City, MO 64125

with courtesy copies to:

Jennifer Wilson
KC International Academy
414 Wallace Ave.
Kansas City, MO 64125

and

Jessica Bernard
Guin Mundorf, LLC
4520 Main Street, Suite 520
Kansas City, MO 64111

If to Host Site:

Ryan Hudnall
Della Lamb Community Services
500 Woodland Ave.
Kansas City, MO 64106

with courtesy copies to:

LaTrecia Thornton
Della Lamb Community Services
500 Woodland Ave.
Kansas City, MO 64106

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date first set forth below.

HOST SITE: DELLA LAMB COMMUNITY SERVICES

Ryan Hudnall, Authorized Signatory

Date

SCHOOL: KC INTERNATIONAL ACADEMY

Ramsey Atieh, Board President

Date

Jauqua Preston Wilkins, Board Secretary

Date