# AGENDA



# University Academy Board of Directors' Meeting Agenda

# **Tuesday, June 22, 2021**

Regular Open Session, 4:00 p.m.

University Academy, Mayerberg Hall 6801 Holmes Road Kansas City, MO 646131

- I. Call to Order and Roll Call
- **II. Enrollment Report** (*Kellie Brady, Director of Enrollment & Community Partnerships*)
- **III.** Finance Committee Meeting / Financial Reports (Tyler Kemp, Chief Financial Officer)
- IV. Facilities / Operations Report (Stacy Graff, Chief Operating Officer)
- V. Consent Agenda Items
  - Personnel Report
     Previous Board Meeting Minutes
     Warrant List
- VI. <u>Superintendent's Report</u> (Tony Kline, Superintendent and Executive Director) Academic Update (Rebecca Gudde, Assistant Superintendent) Strategic Plan Update (Tony Kline)
- VII. Governance Committee Report (Shirley Bush Helzberg & Katie Kwo Gerson)
- VIII. Special Board Topic for Discussion: Strategic Plan
  - IX. Old Business

Board Policy Revisions Adoption 2021-2022 Apple Bus Company Contract Renewal

X. New Business

Charter Amendment – Addition of Virtual School Option 2021-2022 School Year Calendar Amendments Pre-K MOU with Kansas City Pre-K Cooperative

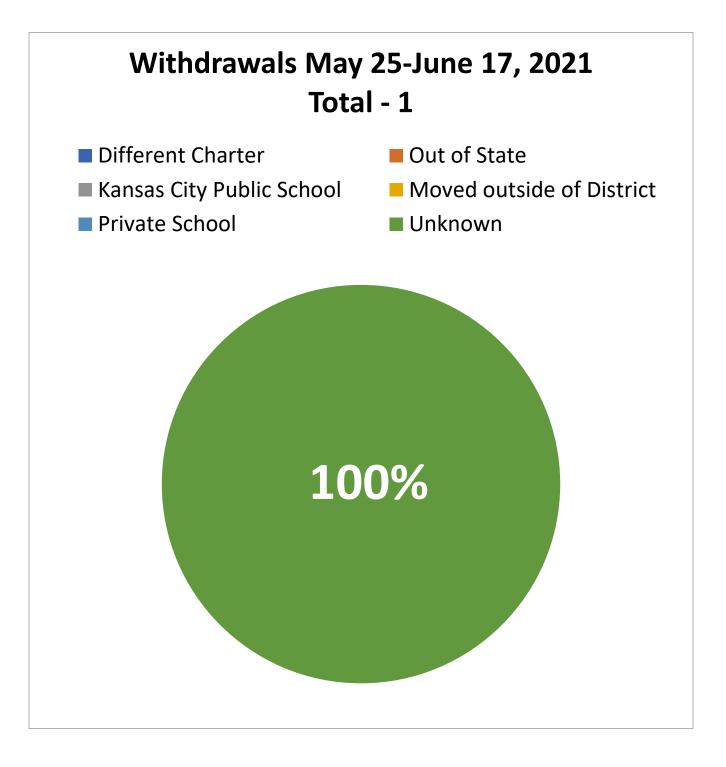
- XI. Monthly Board Training: "Missouri Sunshine Law" (Shellie Guin, Guin Mundorf, LLC
- XII. Adjournment

Next Meeting: Tuesday, August 24, 2021, 4:00 p.m., University Academy, Mayerberg Hall (As a reminder, the Board does not meet in July.)

# **ENROLLMENT**

Grade	Total Number Enrolled
Pre-K	15
K	97
1 <sup>st</sup>	89
2 <sup>nd</sup>	101
3 <sup>rd</sup>	100
4 <sup>th</sup>	108
5 <sup>th</sup>	109
6 <sup>th</sup>	89
7 <sup>th</sup>	82
8 <sup>th</sup>	76
9 <sup>th</sup>	84
10 <sup>th</sup>	67
<b>11</b> <sup>th</sup>	29
12th	36

TOTAL ENROLLMENT: 1,082



# **FINANCE**

#### School Board

### **University Academy Charter School**

SUBJECT: May 2021 Financials; DATE: 6-22-2021

Charts and Warrant Listing PREVIOUS ITEM:

INITIATED BY: Tyler Kemp ENCLOSURES: 21 pages

#### Background:

**Overall**, May 2021 is showing a \$2,096,081 gain in comparison to the May 2020 loss of \$74,755. The May 2021 revenue level is higher by \$1,306,212 from the May 2020 level (\$15,084,474 for May 2021 and \$13,778,262 for May 2020). The May 2021 expenditure level is lower by \$864,624 from the May 2020 level (\$12,988,393 for May 2021 and \$13,853,017 for May 2020).

#### Revenue:

The revenue is higher this year in comparison to FY 2020 by \$1,306,212. Revenue has changed in the following categories:

Basic Aid/Classroom Trust (\$ 89,651 higher) – UA is currently paid for 29 WADA more than prior year, and the rate is down \$92 per student

Other Local Revenue (\$ 1,985,537 higher) – PPP Forgiveness, KCPS payment

o Other Federal Revenue (\$ 288,705 higher) – CARES COVID funding

o Gifts & Donations (\$ 747,914 lower)

o **Food Service** (\$269,999 lower) – school closure

Earnings on Deposits
 Title & SPED
 Transportation
 (\$45,105 lower) – lower rate environment
 (\$12,761 higher) – timing of payments
 (\$17,952 lower) – school closure

o All Other (\$ 10,528 higher)

#### **Expenses:**

May 2021 total expenses are lower than May 2020 by \$864,624. The areas of variances in comparison to May 2020 are the result of the following:

- Labor expense (\$15,218 higher) Certified Staff & Admin salaries increased by \$109,563;
   Sick day buy back increased by \$43,166; Non-certified and supplemental pay decreased by \$137,511.
- o **Benefits expense** (\$52,217 higher) pension increase
- Purchase Services (\$1,121,279 lower) UA realized significant cost savings through school being closed for in-person instruction. Main areas of savings are: transportation, maintenance, food services, and substitute services.
- Supplies and Materials (\$257,138 higher) As with purchased services, UA realized cost savings as general supplies purchased decreased due to school closure, however other substantial supply increases were incurred in the form of wifi-enabled devices.
- Capital Expenditure (\$67,918 lower) Capital expenditures were made to purchase equipment to expand our ability to prevent the spread of COVID within the building.
   Substantial costs were also incurred for the new band practice rooms

Fund Balance as of 5/31/2021: \$4,854,867

## University Academy Statement of Financial Position As of May 31 2021

Assets	
UMB Checking	(666,606)
UMB Investment	3,404,000
UMB Trust	2,117,473
Total Assets	4,854,867
Liabilities & Fund Equity	
Liabilities	
Accrued Payroll Deductions	36,662
Liabilities	36,662
Fund Balance	
Beginning Fund Balance	4,818,206
Transfers In	15,412,707
Transfers Out	(15,412,708)
Fund Balance Subtotal	4,818,205
Total Liabilities and Fund Equity	4,854,867

# University Academy Revenue & Expenditure Budget to Actual Summary For the YTD Ending May 31, 2021

	Transactions to  Date	Approved Budget	% of Budget
Revenue	24.0	244900	2
Local revenue	4,118,179	4,471,783	92.09%
State revenue	9,765,205	9,822,028	99.42%
Federal revenue	1,201,090	1,209,141	99.33%
Total revenue	15,084,474	15,502,952	97.30%
Expenditures			
Operating			
Salaries	7,189,319	7,868,062	91.37%
Health Insurance	587,520	664,328	88.44%
Pension	788,516	883,457	89.25%
Payroll Taxes	562,714	641,664	87.70%
Purchase services	2,426,005	4,033,683	60.14%
Supplies & materials	1,107,130	1,126,481	98.28%
Capital outlay	327,189	98,560	331.97%
Total Expenditures	12,988,393	15,316,235	84.80%
Net Operating Income (Deficit)	2,096,081	186,717	<u>-</u>
Capital - Major Maintenance	-	-	0.00%
Net Income (Deficit)	2,096,081	186,717	1122.60%

# University Academy Revenue & Expenditure Previous Year Comparison For the YTD Ending May 31, 2021

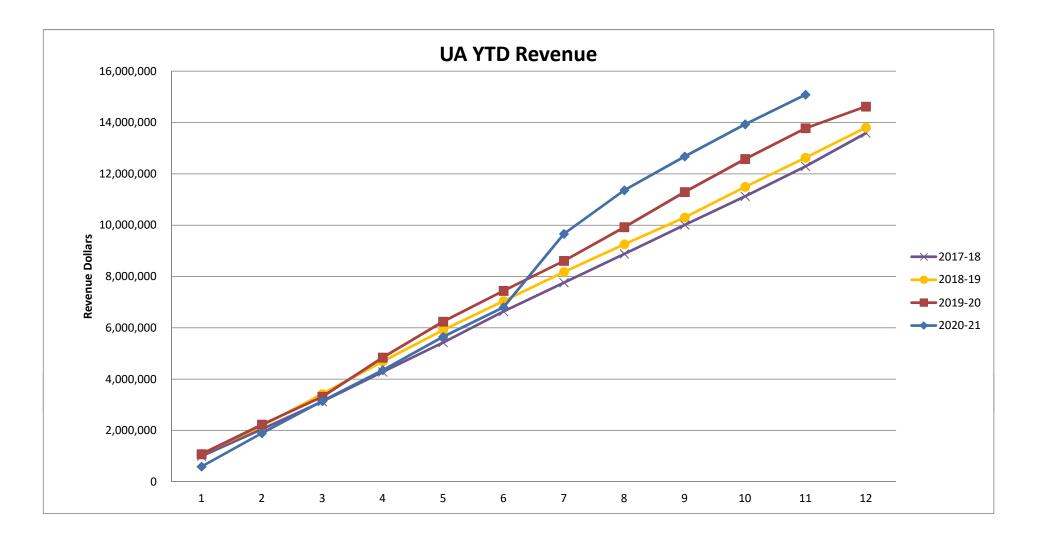
	5/31/2020	5/31/2021	\$ Change	% Change
Revenue			_	-
Local revenue	2,916,827	4,118,179	\$ 1,201,352	41.19%
State revenue	9,740,112	9,765,205	\$ 25,093	0.26%
Federal revenue	1,121,323	1,201,090	\$ 79,767	7.11%
Total revenue	13,778,262	15,084,474	\$ 1,306,212	9.48%
Expenditures				
Operating				
Salaries	7,174,101	7,189,319	\$ (15,218)	-0.21%
Health Insurance	598,873	587,520	\$ 11,353	1.90%
Pension	720,218	788,516	\$ (68,298)	-9.48%
Payroll Taxes	567,442	562,714	\$ 4,728	0.83%
Purchase services	3,547,285	2,426,005	\$ 1,121,280	31.61%
Supplies & materials	849,992	1,107,130	\$ (257,138)	-30.25%
Capital outlay	122,743	327,189	\$ (204,446)	-166.56%
Total Expenditures	13,580,654	12,988,393	\$ 592,261	4.36%
Net Operating Income (Deficit)	197,608	2,096,081	\$ (1,898,473)	-960.73%
Capital - Major Maintenance	272,363	-	\$ 272,363	100.00%
Net Income (Deficit)	(74,755)	2,096,081	\$ (2,170,836)	2903.93%

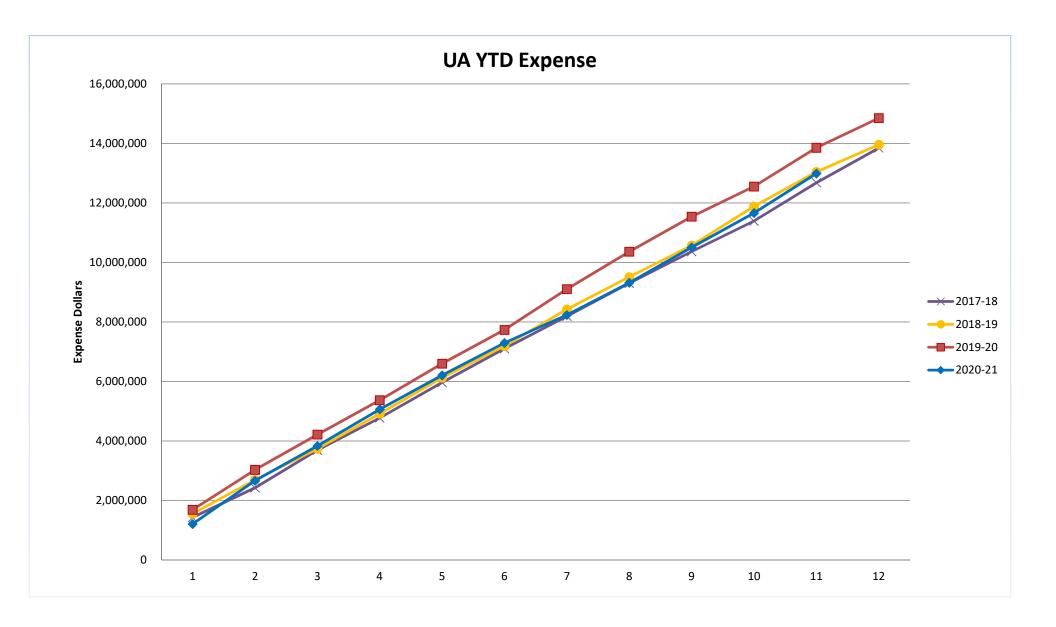
## University Academy Revenue Summary For the YTD Ending May 31, 2021

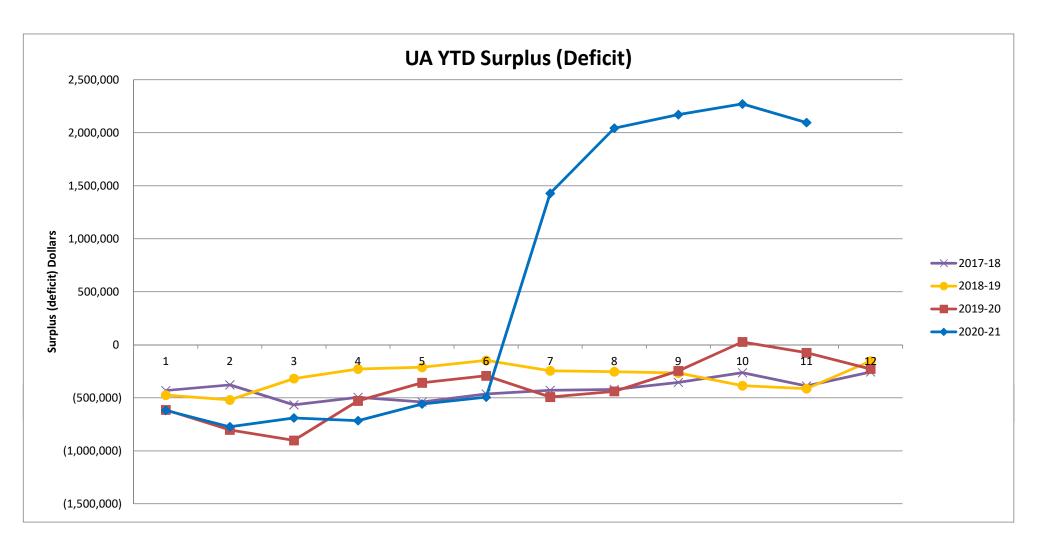
	Revenue to	Approved	% of
	Date	Budget	Budget
Revenue from local sources			
Earnings on deposits	9,608	30,000	32.03%
Sales tax - prop C	1,221,644	1,194,432	102.28%
Unrestricted gifts & grants	134,784	436,800	30.86%
Restricted gifts & grants	107,081	114,755	93.31%
Food service sales	334	78,605	0.42%
Fundraising revenue	651	18,000	3.62%
Other local revenue	2,644,077	2,599,191	101.73%
Total local revenue	4,118,179	4,471,783	92.09%
Revenue from state sources			
Basic formula	9,224,480	9,261,225	99.60%
Transportation	106,416	126,100	84.39%
Basis formula - classroom trust fund	434,309	425,000	102.19%
Other Revenue	-	9,703	0.00%
Total state revenue	9,765,205	9,822,028	99.42%
Revenue from federal sources			
Medicaid revenue	29,925	14,100	212.23%
School lunch program	-	320,179	0.00%
School breakfast program	-	165,867	0.00%
School Food Service-Summer	233,332	-	100.00%
Title I	394,276	439,179	89.78%
Title II Part A	42,564	47,767	89.11%
Title IV	29,311	34,411	85.18%
Part B/SPED revenue	182,977	187,638	97.52%
Other Federal Revenue	288,705	-	100.00%
Total federal revenue	1,201,090	1,209,141	99.33%
Totals	15,084,474	15,502,952	97.30%
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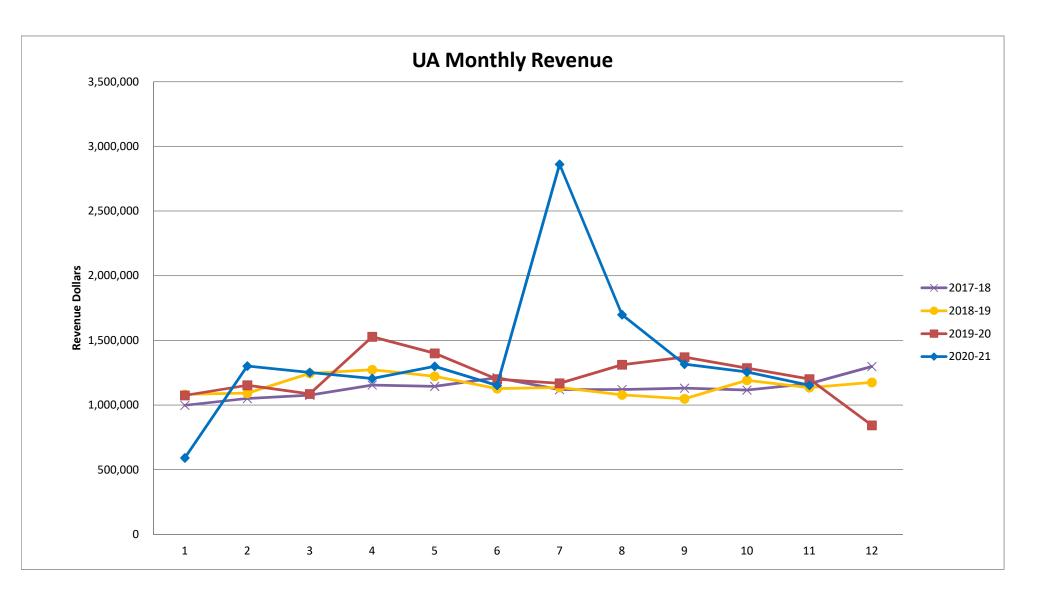
# University Academy Revenue Comparison to Previous Year For the YTD Ending May 31, 2021

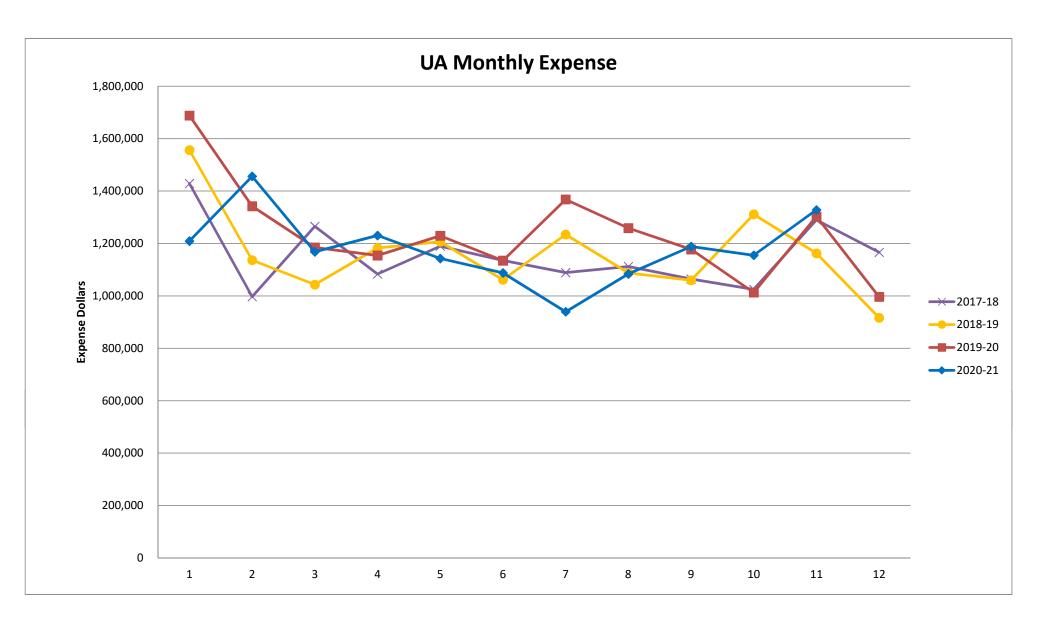
	5/31/2020	5/31/2021		\$ Amount Change	% of Change
Earnings on deposits	54,713	9,608	\$	(45,105)	-82.44%
Sales tax - prop C	1,146,028	1,221,644		75,616	6.60%
Unrestricted gifts & grants	517,359	134,784		(382,575)	-73.95%
Restricted gifts & grants	472,420	107,081		(365,339)	-77.33%
Food service sales	55,784	334		(55,450)	-99.40%
Fundraising revenue	11,983	651		(11,332)	-94.57%
Other Local Revenue	658,540	2,644,077		1,985,537	301.51%
Total local revenue	2,916,827	4,118,179	\$	1,201,352	41.19%
Basic formula	9,205,716	9,224,480	\$	18,764	0.20%
Transportation	124,368	106,416	ڔ	(17,952)	-14.43%
Basis formula - classroom trust fund	363,422	434,309		70,887	19.51%
Other State Revenue	46,606	434,303		(46,606)	19.51/0
Total state revenue	9,740,112	9,765,205	\$	25,093	0.26%
Medicaid revenue	37,075	29,925	\$	(7,150)	-19.29%
School lunch program	248,829	-		(248,829)	0.00%
School breakfast program	126,621	-		(126,621)	0.00%
School Food Service-Summer	72,431	233,332		160,901	222.14%
Title I	421,674	394,276		(27,398)	-6.50%
Title II Part A	43,993	42,564		(1,429)	-3.25%
Title IV	29,740	29,311		(429)	-1.44%
Part B/SPED revenue	140,960	182,977		42,017	29.81%
Other Federal Revenue		288,705		288,705	100.00%
Total federal revenue	1,121,323	1,201,090	\$	79,767	7.11%
Totals	13,778,262	15,084,474	\$	1,306,212	9.48%











Check #	Check Date	Vendor Name	Description				eck Total
11262809	Inv Date 05/14/2021	Sam's Club		Invoice #	Account Number	Amount	699.85
	03/22/2021		Old Wisconsin Turkey Sticks	6532901858	10 1111 6411 4050 3 40001	12.98	
	03/22/2021		Welch's Variety Pack (10oz /	6532901858	10 1111 6411 4050 3 40001	9.98	
	03/22/2021		Sprite (12oz / 35pk)	6532901858	10 1111 6411 4050 3 40001	12.32	
	03/22/2021		Quaker Chewy Granola Bars,	6532901858	10 1111 6411 4050 3 40001	8.48	
	03/22/2021		Assorted Sour and Sweet Hard	6532901858	10 1111 6411 4050 3 40001	15.48	
	03/22/2021		Jack Link's Variety Pack	6532901858	10 1111 6411 4050 3 40001	14.98	
	03/22/2021		Frigo Cheese Heads String	6532901858	10 1111 6411 4050 3 40001	9.48	
	03/22/2021		Clementine Mandarins (5	6532901858	10 1111 6411 4050 3 40001	5.98	
	03/22/2021		Diet Coke (12oz / 35pk)	6532901858	10 1111 6411 4050 3 40001	24.64	
	03/22/2021		Coca-Cola Zero Sugar (12oz /	6532901858	10 1111 6411 4050 3 40001	24.64	
	03/22/2021		Grandma's Cookies Variety	6532901858	10 1111 6411 4050 3 40001	11.98	
	03/22/2021		Light & Fit Greek Yogurt	6532901858	10 1111 6411 4050 3 40001	11.98	
	03/22/2021		Chex Mix Traditional Savory	6532901858	10 1111 6411 4050 3 40001	12.98	
	03/22/2021		Pepperidge Farm Goldfish	6532901858	10 1111 6411 4050 3 40001	68.36	
	03/22/2021		Utz Cheese Balls (35 oz.)	6532901858	10 1111 6411 4050 3 40001	48.86	
	03/22/2021		SkinnyPop Popcorn Variety	6532901858	10 1111 6411 4050 3 40001	12.98	
	03/22/2021		Member's Mark Animal	6532901858	10 1111 6411 4050 3 40001	42.84	
	03/22/2021		Utz Mini Twist Pretzels (60	6532901858	10 1111 6411 4050 3 40001	48.86	
	03/22/2021		Kellogg's Froot Loops Cereal	6532901858	10 1111 6411 4050 3 40001	48.86	
	03/22/2021		Cheez-It Original Snack	6532901858	10 1111 6411 4050 3 40001	11.98	
	03/22/2021		Mars Spring Variety Mix,	6532901858	10 1111 6411 4050 3 40001	9.98	
	03/23/2021		8080 Supplies	6534093792	10 2525 6411 0000 3 00000	76.86	
	04/08/2021		Product of Grandma's Cookies	6547667414	10 1111 6411 4050 3 40001	37.55	
	04/14/2021		Member's Mark Purified Water	6585304148	10 1111 6411 4050 3 40001	2.98	
	04/14/2021		Welch's Variety Pack (10oz /	6585304148		12.98	
	04/14/2021		Skinny Pop	6585304148	10 1111 6411 4050 3 40001	25.96	
					10 1111 6411 4050 3 40001		
	04/16/2021		Paper Plates, Lightweight,	6596247454	10 1111 6411 4050 3 40001	18.96	
	04/16/2021		Member's Mark White Plastic	6596247454	10 1111 6411 4050 3 40001	10.98	
	04/16/2021		Maud's Gourmet 100% Arabica	6596247454	10 1111 6411 4050 3 40001	44.96	
	05/06/2021 04/21/2021	Spire	03-19-2021 to 04-20-2021	392265181101	10 2542 6482 0000 3 00000	39.44	39.44
11262811	05/06/2021 04/30/2021	Wex Bank	Gas for the van April 6	71632505	10 1421 6491 4050 1 00080	42.27	117.33
	04/30/2021		Gas for the van April 6	71632505	10 1421 6491 4050 1 00080	47.57	
	04/30/2021		Gas for the van April 26	71632505	10 1421 6491 4050 1 00080	37.91	
	04/30/2021		Fuel Discount	71632505	10 1421 6491 4050 1 00080	(10.42)	
11262812	05/16/2021	Ally Financial Inc.				()	644.34
11202012	04/24/2021	, any , mandad me.	Gray Van - May 2021	GRAY - MAY 2021	10 1421 6614 4050 1 00080	508.25	0101
	04/24/2021		Gray Van - May 2021	GRAY - MAY 2021	10 1421 6624 4050 1 00080	136.09	
11262813	05/17/2021 04/30/2021	Evergy	03/31/2021 to 04/29/2021	2586283423-MAY	10 2542 6481 0000 3 00000	35,596.68	35,596.68
11262814	05/16/2021 04/30/2021	Evergy	03/31/2021 to 04/29/2021	9239420949-MAY	10 2542 6481 0000 3 00000	1,582.00	1,582.00
11262815	05/18/2021 04/23/2021	SYNCHRONY BANK	Spray Paint, Shims, Wall	853481231010FRDH	10 2542 6411 0000 3 00000	53.01	53.01
11262816	05/20/2021 05/10/2021	John Deere Financial	MAY 2021	2494744	10 2542 6334 0000 3 00000	454.27	454.27
11262817	05/20/2021	Sprint					1,310.20
44000040	05/09/2021	WINDSTREAM	Cell Phone Service Mar -May	606835542-088	10 2331 6361 0000 3 00000	1,310.20	4 570 57
11202010	05/20/2021 04/22/2021	WINDSTREAM	04/22/2021-05/21/2021	73706415	10 2331 6361 0000 3 00000	1,570.57	1,570.57
11262819	05/25/2021 04/03/2021	KCMO Water Services Department	04/02/2021 - 05/03/2021	0236622 - May	10 2542 6335 0000 3 00000	1,710.64	1,710.64
11262820	05/25/2021 04/03/2021	KCMO Water Services Department	04/02/2021 - 05/03/2021	0195353 - MAY	10 2542 6335 0000 3 00000	279.09	279.09
11262821	05/28/2021	Blue Cross and Blue Shield of KC				,	47,707.71
	04/15/2021		May 2021	211100002014	10 2165	11,764.54	
	04/15/2021		May 2021	211100002014	10 2165	(1,022.85)	

04/15/2021		May 2021	211100002014	20 2165	35,856.06	
04/15/2021		May 2021	211100002014	20 2165	1,109.96	
11262822 05/28/2021	Fidelity Security Life Insurance					1,538.29
04/22/2021		May 2021	164787213	10 2167	209.64	
04/22/2021		May 2021	164787213	10 2167	40.04	
04/22/2021		May 2021	164787213	20 2167	452.65	
04/22/2021		May 2021	164787213	20 2167	78.29	
05/22/2021		June 2021	164825238	10 2167	209.64	
05/22/2021		June 2021	164825238	10 2167	40.04	
05/22/2021		June 2021	164825238	20 2167	452.65	
05/22/2021		June 2021	164825238	20 2167	55.34	
11262823 05/21/2021 05/01/2021	Tuition.io, Inc.	MAY 2021	MAY 2021	10 2323 6319 0000 1 00145	4,000.00	4,000.00
69866 05/31/2021 04/28/2021	20/20 Leadership	2020-2021 Junior & Senior	240-2020-2021	10 1151 6312 1050 3 40001	3,000.00	3,000.00
69867 05/31/2021 05/21/2021	4imprint, Inc.	RWL Outreach	21137337	10 2321 6411 0000 1 00818	443.34	443.34
69868 05/31/2021 05/21/2021		Aflac MAY 2021	A159519300	10 2164	695.07	2,306.96
05/21/2021		MAY 2021	A159519300	20 2164	1,611.89	
69869 05/31/2021	Aflac					2,306.96
04/23/2021		APRIL 2021	A157320100	10 2164	695.07	
04/23/2021		APRIL 2021	A157320100	20 2164	1,611.89	
69870 05/31/2021 05/03/2021	Aladdin Food Management Services,	Week Ending 4/30/2021	INV1500017573	10 2562 6391 0000 3 00000	13,219.83	52,869.27
05/10/2021		Week Ending 5/7/2021	INV1500017661	10 2562 6391 0000 3 00000	14,064.02	
05/18/2021		Week Ending 5/14/2021	INV1500017895	10 2562 6391 0000 3 00000	12,601.68	
		_				
05/24/2021		Week Ending 5/21/2021	INV1500017968	10 2562 6391 0000 3 00000	12,983.74	
69871 05/31/2021 05/19/2021	All Star Awards & Ad Specialties,	UA Goes Platinum	462568	10 2321 6411 0000 3 00000	18.00	409.00
05/24/2021		Years of Service Awards	462569	10 2321 6411 0000 3 00000	391.00	
69872 05/31/2021	Apple Bus Company					63,507.63
04/30/2021	, apple Date Company	Covid Surcharges April 2021	161-1-04CV	10 2551 6341 0000 3 00000	1,695.12	55,557.155
04/30/2021		Regular Routes - April 2021	161-21-04	10 2551 6341 0000 3 00000	58,710.04	
04/30/2021		Baseball Trips	161-21-04T	10 2551 6342 4050 1 00022	1,646.65	
04/30/2021		Track Trips	161-21-04T	10 2551 6342 4050 1 00026	1,455.82	
69873 05/31/2021	Apple, Inc.					1,186.00
05/08/2021		USB-C to Lightning Cable	AF04225461	40 2331 6541 0000 3 00000	19.00	
05/10/2021		USB-C to USB Adaptor	AF04631672	40 2331 6541 0000 3 00000	19.00	
05/10/2021		USB-C Digital AV Multiport	AF04635877	40 2331 6541 0000 3 00000	69.00	
05/12/2021		Apple Computer	AF05100906	40 2331 6541 0000 3 00000	1,079.00	
69874 05/31/2021	Ashley Knapp					340.00
04/14/2021		AP & Teacher Appreciation	REIMB 04-14-2021	10 1111 6411 4050 3 40001	340.00	
69875 05/31/2021 04/30/2021	Atronic Alarms, Inc.	Reset Panic Button	475139	10 2546 6398 0000 3 00000	169.00	169.00
69876 05/31/2021 04/01/2021	Belton High School	Joe Falcon Invitation -	Meet - April 30	10 1421 6371 1050 1 00026	280.00	280.00
69877 05/31/2021 04/01/2021	Buckeye Cleaning Center - Kansas	Cleaning Supplies	90320505	10 2542 6411 0000 3 00000	299.79	299.79
69878 05/31/2021 05/27/2021	Garron Carter	Off Duty Detail - Graduation	GRAD 2021	10 2546 6398 0000 3 00000	150.00	150.00
69879 05/31/2021 05/01/2021	Carter's Pest Control Co.	Monthly Pest Service - May	11750	10 2542 6332 0000 3 00000	394.00	394.00
69880 05/31/2021 05/01/2021	CE Water Management, Inc.	Bi-Monthly Water Treatment	C58381	10 2542 6332 0000 3 00000	150.00	150.00
69881 05/31/2021 04/25/2021	Children's Mercy Hospitals &	APRIL 2021	IN00000742	10 1421 6313 1050 1 00021	10.57	1,072.91
04/25/2021		APRIL 2021	IN00000742	10 1421 6313 1050 1 00022	95.13	
04/25/2021		APRIL 2021	IN00000742	10 1421 6313 1050 1 00023	317.10	
04/25/2021		APRIL 2021	IN00000742	10 1421 6313 1050 1 00024	10.57	
04/25/2021		APRIL 2021	IN00000742	10 1421 6313 1050 1 00026	364.72	
04/25/2021		APRIL 2021	IN00000742	10 1421 6313 1050 1 00027	52.85	
04/25/2021		APRIL 2021	IN00000742	10 1421 6313 1050 1 00033	147.98	

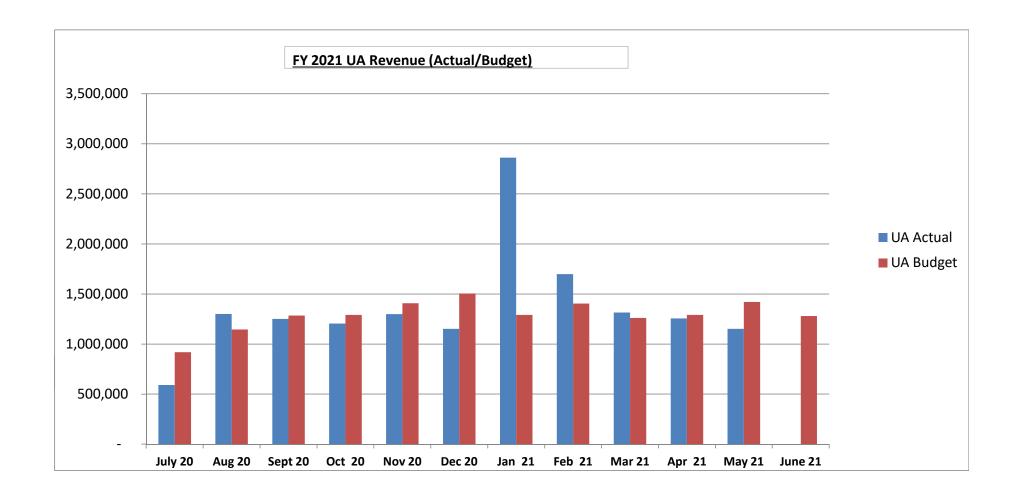
04/25/2021		APRIL 2021	IN00000742	10 1421 6313 1050 1 00039	73.99	
69882 05/31/2021	Cornerstones of Care					5,700.00
04/30/2021		April 2021	APRIL 2021	10 1111 6311 4050 3 40001	2,850.00	
04/30/2021		April 2021	APRIL 2021	10 1221 6311 4050 3 12210	2,850.00	
69883 05/31/2021 04/28/2021	Crestwood Flowers, Inc.	Funeral Flowers	022834	10 2321 6411 0000 3 00000	185.00	395.00
05/03/2021		Flowers for graduation	022912	10 1151 6411 1050 3 40001	210.00	
69884 05/31/2021	Danielle Blackstock					163.37
04/19/2021		Donuts	REIMB 4-19-2021	10 1111 6411 4050 3 40001	49.61	
05/06/2021		Teacher Appreciation &	REIMB 5-6-2021	10 1111 6411 4050 3 40001	113.76	
69885 05/31/2021 05/17/2021	Dawn Coates	Headset & Teachers Pay	REIMB 01-25-2021	10 1131 6411 3050 3 40001	109.36	109.36
69886 05/31/2021	Executive Data Control					640.28
04/19/2021		UA Window Envelopes	0011538	10 2611 6411 0000 3 00000	341.28	
04/30/2021		Fanny Packs	0011950	10 1111 6411 4050 3 40001	275.00	
05/17/2021		Notary Stamp - S Jackson	0012278	10 1151 6411 1050 3 40001	24.00	
69887 05/31/2021 05/05/2021	Expense Reduction Analysts, Inc.	Food Service Project - April	IN00068179	10 2562 6398 0000 3 00000	1,962.64	1,962.64
69888 05/31/2021	Flexible Educators					22,590.33
05/02/2021		Week Ending 5/2/2021	08-34658	10 1111 6311 4050 3 40001	4,417.50	•
05/02/2021		Week Ending 5/2/2021	08-34658	10 1131 6311 3050 3 40001	465.00	
04/18/2021		Week Ending 4/18/2021	08-348286	10 1111 6311 4050 3 40001	4,185.00	
04/25/2021		Week Ending 4/25/2021	08-348464	10 1111 6311 4050 3 40001	4,417.50	
04/25/2021		Week Ending 4/25/2021	08-348464	10 1131 6311 3050 3 40001	1,608.13	
05/09/2021		Week Ending 5/9/2021	08-348795	10 1111 6311 4050 3 40001	6,510.00	
05/09/2021		Week Ending 5/9/2021	08-348795	10 1131 6311 3050 3 40001	987.20	
69889 05/31/2021 05/12/2021	Follett Library Resouces	Upper School Audiobooks - no	300792F	10 2222 6441 4050 3 40001	4,749.07	11,661.37
04/15/2021		Lower School Books	847091	10 2222 6441 4050 3 40001	3,970.38	
04/15/2021		Lower School Books	847091A	10 2222 6441 4050 3 40001	460.79	
05/04/2021		Lower School Books	847091B	10 2222 6441 4050 3 40001	907.73	
04/07/2020		Upper School Books	847094	10 2222 6441 4050 3 40001	1,116.98	
04/13/2021		Upper School Books	847094A	10 2222 6441 4050 3 40001	282.56	
05/03/2021		Upper School Books	847094B	10 2222 6441 4050 3 40001	111.86	
05/12/2021		Upper School Books	847094F	10 2222 6441 4050 3 40001	62.00	
69890 05/31/2021	Friends of University Academy					1,745.23
05/19/2021		May 2020 Rent - 8080	1029	10 2321 6333 0000 3 00000	1,731.28	
05/19/2021		RWL Overpayment	1029	10 2321 6411 0000 1 00818	(6.05)	
05/19/2021		RWL Administrative Expense	1029	10 2321 6411 0000 1 00818	20.00	
69891 05/31/2021 04/09/2021	Grainger	Credit Memo for INV	9863736261	10 2542 6411 0000 3 00000	(39.92)	595.92
04/29/2021		Liquid Hand Soap	9875336373	10 2542 6411 0000 3 00000	44.68	
04/29/2021		Labels	9885724501	10 2542 6411 0000 3 00000	30.72	
05/05/2021		Sensor Activation kit	9890847750	10 2542 6411 0000 3 00000	199.72	
05/11/2021		Filters & Batteries	9898336509	10 2542 6411 0000 3 00000	360.72	
69892 05/31/2021	Dominic Greenlee			10 20 12 0 11 1 0000 0 00000		10.00
04/22/2021		Liberated PD	REIMB 4-22-2021	10 2321 6319 0000 3 00941	10.00	
69893 05/31/2021 04/20/2021	Hillyard - Kansas City	Service on Minuteman	700460397	10 3543 6333 0000 3 00000	1,748.00	2,388.83
05/26/2021		Service on Vacuum Cleaners	700464683	10 2542 6332 0000 3 00000 10 2542 6332 0000 3 00000	640.83	
69894 05/31/2021	Hy-Vee	Service on vacuum cleaners	700404003	10 2542 0532 0000 3 00000	040.03	735.00
04/15/2021	119-100	Breakfast deal- 60 staff	MAY 2021	10 1111 6411 4050 3 40001	735.00	733.00
69895 05/31/2021	imageQUEST	0.00000.000.000.00				489.13
04/21/2021		Q-CN6828-01 Admin Fee	IN2702794	10 2574 6334 0000 3 00000	26.95	
04/21/2021		03/01/2021 to 03/31/2021	IN2702795	10 2574 6334 0000 3 00000	6.17	
04/21/2021		Shipping	IN2702795	10 2574 6334 0000 3 00000	8.95	
05/04/2021		04/01/2021 to 4/30/2021	IN2719922	10 2574 6334 0000 3 00000	33.84	
05/11/2021		05/11/2021 to 06/10/2021	IN2727031	10 2574 6334 0000 3 00000	28.00	
05/11/2021		Overages 4/11/2021 to	IN2727031	10 2574 6334 0000 3 00000	3.72	
05/13/2021		Toner	IN2730720	10 2574 6334 0000 3 00000	8.95	

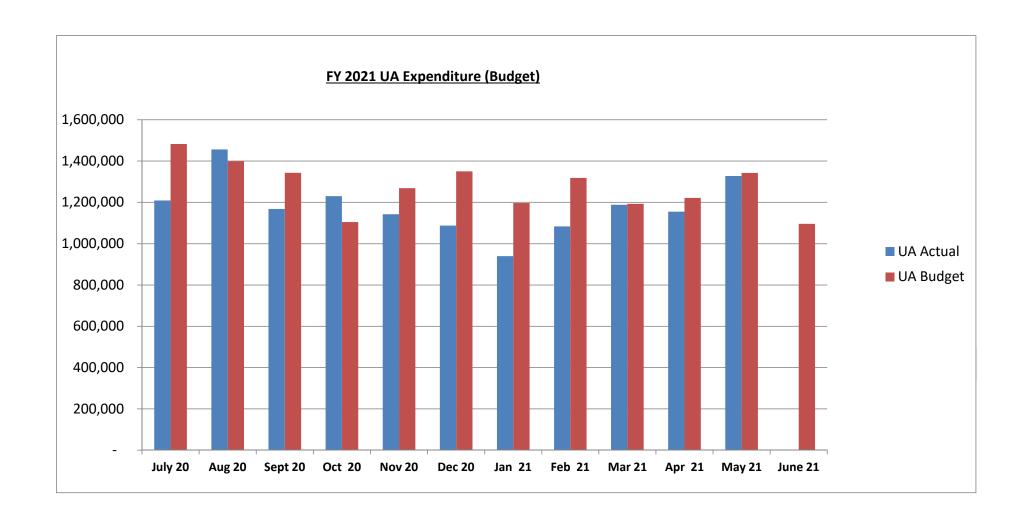
05/21/2021		Admin Fee Q-CN6828-01	IN2740233	10 2574 6334 0000 3 00000	26.95	
05/24/2021		Q-CN6100-01 05/02 to	IN2741836	10 2574 6334 0000 3 00000	269.00	
05/24/2021		Overages 2/2 to 5/1/2021	IN2741836	10 2574 6334 0000 3 00000	67.65	
03/17/2021		Black Toner	IN417786	10 2574 6334 0000 3 00000	8.95	
69896 05/31/2021 04/21/2021	The Instrumentalist Co.	Music awards	2101	10 1151 6411 1050 3 40001	419.00	419.00
69897 05/31/2021 04/14/2021	J.W. Pepper & Son, Inc.	Adjustable Face Mask	363352423	10 1411 6411 4050 3 00061	325.93	325.93
69898 05/31/2021 05/04/2021	Keller Fire & Safety	Service on Fire Panel	268317	10 2542 6332 0000 3 00000	351.00	351.00
69899 05/31/2021 04/26/2021	Kelly Services, Inc.	Week Ending 4/25/2021	435667	10 1131 6311 3050 3 40001	161.00	161.00
69900 05/31/2021 04/23/2021	Anthony Kline	Gudde & Kline Enterance	LiberatED Conf	10 2321 6411 0000 3 00000	50.95	50.95
69901 05/31/2021 05/01/2021	Leave Solutions	FMLA & DIsability Admin	1491168	10 2643 6319 0000 3 00000	245.00	245.00
69902 05/31/2021 04/19/2021	Meghan Hutcheson	Class Supplies Markets &	REIMB 4-19-2021	10 1111 6411 4050 3 40001	50.10	50.10
69903 05/31/2021 05/27/2021	Maurice Oatis	Off Duty Detail - Gala 2021	GALA 2021	10 2546 6398 0000 3 00000	120.00	120.00
69904 05/31/2021 05/07/2021	Omar Willingham	Private Officers License	PO License 2021	10 2546 6371 0000 3 00000	65.00	65.00
69905 05/31/2021 05/09/2021	Otis Elevator Company	Elevator Service Contract	100400385853	10 2542 6332 0000 3 00000	4,045.80	4,650.80
04/29/2021		Service on Elevator	TMK18785001	10 2542 6332 0000 3 00000	605.00	
69906 05/31/2021	PowerSchool Group LLC					18,139.65
04/29/2021		Schoology 06/15/2021 -	INV256808	10 2331 6316 0000 3 00941	11,550.00	
04/29/2021		Maintenance 08/29/2021-	INV256809	10 2331 6316 0000 3 00941	6,589.65	
69907 05/31/2021 05/03/2021	Prim's Plumbing and Service	A3 Boys Sink Remove/Repair	098947	10 2542 6332 0000 3 00000	369.98	4,008.12
05/10/2021		Floor Drain Install / add	098949	10 2542 6332 0000 3 00000	3,434.35	
05/12/2021		Replace F House Water	098950	10 2542 6332 0000 3 00000	203.79	
69908 05/31/2021	Quill	Pontal EnerCal PTV Pona	16202409	40 4454 6444 4050 2 40004	E0.92	1,415.42
04/26/2021 04/26/2021		Pentel EnerGel RTX Pens  Quill Rollerball Pens	16302498 16302498	10 1151 6411 1050 3 40001 10 1151 6411 1050 3 40001	50.82 16.82	
04/26/2021		24 Pack of AA Batterieds	16302498		20.24	
04/26/2021		Envelopes	16302498	10 1151 6411 1050 3 40001 10 1151 6411 1050 3 40001	22.94	
05/26/2021		Copy Paper	16318765	10 2542 6411 0000 3 00000	1,304.60	
69909 05/31/2021 05/01/2021	Raptor Technologies, LLC	Raptor Annual Access Fee	12596	10 2546 6411 0000 3 00000	1,140.00	1,140.00
69910 05/31/2021 05/17/2021	Robert McFarlin	Metal by the Foot Tubing	REIMB 5-17-2021	10 2542 6411 0000 3 00000	137.80	137.80
69911 05/31/2021	SHI International Corp					85,820.00
05/11/2021 69912 05/31/2021	Shred-it USA LLC	Chromebooks	B13452635	10 2331 6412 0000 3 00000	85,820.00	235.28
04/22/2021		Shredding Services	8181862441	10 2643 6411 0000 3 00000	235.28	
69913 05/31/2021 02/24/2021	Snowmen, Inc	Snow Removal 2/6/21 - 2/7/21	SN-0089464	10 2542 6332 0000 3 00000	2,774.00	2,774.00
69914 05/31/2021 04/25/2021 69915 05/31/2021	Software Unlimited, Inc.	07/1/2021-06/30/2022 Annual	20210223-515	10 2525 6316 0000 3 00000	7,695.00	7,695.00
04/10/2021	Staples Contract & Commercial,	Library Office Supplies	8061891618	10 2222 6411 4050 3 40001	9.10	317.11
04/10/2021		Library Office Supples	8061891618	10 2222 6411 4050 3 40001	89.25	
04/10/2021		Library Office Supplies	8061891618	10 2222 6411 4050 3 40001	49.36	
04/10/2021		Library Office Supplies	8061891618	10 2222 6411 4050 3 40001	82.50	
04/10/2021		Library Office Supplies	8061891618	10 2222 6411 4050 3 40001	51.50	
04/10/2021		Library Office Supplies	8061891618	10 2222 6411 4050 3 40001	35.40	
69916 05/31/2021 05/17/2021	Stericycle, Inc.	Hazardous Waste Removal -	4010140312	10 2134 6332 1050 3 40001	237.25	237.25
69917 05/31/2021 05/07/2021	U.S. Engineering Service, LLC	Water pump dead head	168705	10 2542 6332 0000 3 00000	910.00	910.00
69918 05/31/2021 05/12/2021	United Inner City Services	April 2021	UA21-010	10 2321 6311 0000 3 00000	17,316.15	17,316.15
69919 05/31/2021	University Academy Supporting					53,750.00

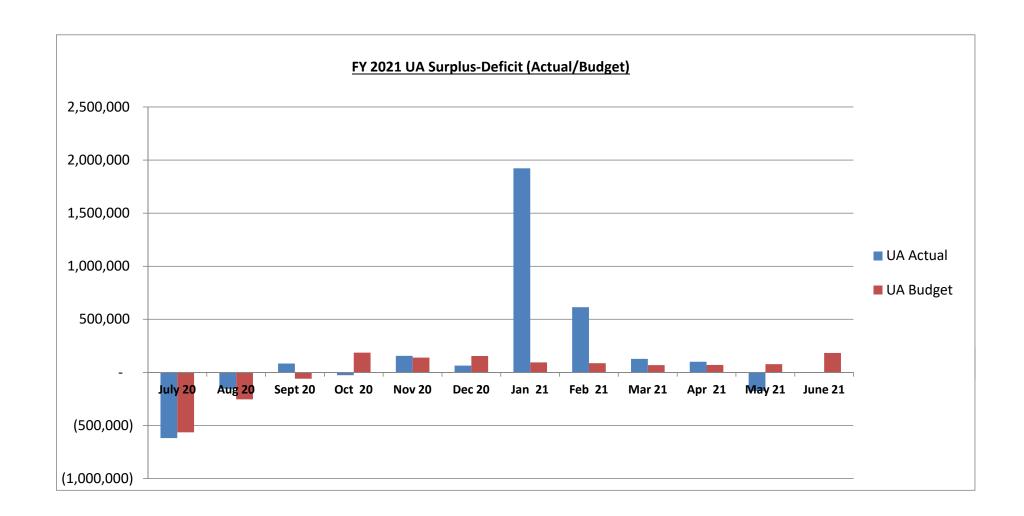
05/01/2021		Rent May 2021	MAY 2021	10 2542 6333 0000 3 00000	53,750.00	
69920 05/31/2021 04/30/2021	Veritev Operating Company	Floor Care Supplies	010-12896226	10 2542 6411 0000 3 00000	682.70	682.70
69921 05/31/2021 05/01/2021	Walsworth	Yearbook Deposit	1-01557-0	10 1421 6411 4050 1 00015	1,873.62	1,873.62
69922 05/31/2021 04/15/2021	Waste Corporation of Missouri,	School Recycling	0990000827435	10 2542 6332 0000 3 00000	144.10	144.10
69923 05/31/2021 04/28/2021	Waste Management	Monthly Trash Service - May	6407799-4858-0	10 2542 6332 0000 3 00000	1,599.61	1,599.61
69924 05/31/2021 04/01/2021	Wellington - Napoleon R I-X	Track Meet	TRACK 04-13-2021	10 1421 6411 4050 1 00026	150.00	150.00
69925 05/31/2021 05/24/2021	WHC KCT, LLC	April 2021 Transportation	043021 37240	10 2113 6342 4050 3 00095	2,511.00	2,511.00
69926 05/31/2021 04/01/2021	Woodley Building Maintenance	April 2021 Janitorial	89359	10 2542 6331 0000 3 00000	8,926.00	17,852.00
05/01/2021		May 2021 Janitorial Service	89638	10 2542 6331 0000 3 00000	8,926.00	
69927 05/31/2021 05/27/2021	Amazon Capital Services	Books for students	11KG-7MHF-4RC4	10 1111 6411 4050 3 40001	86.90	3,706.04
05/23/2021		Books for students	11PC-F61C-HQJW	10 1111 6411 4050 3 40001	30.98	
05/30/2021		What Happened to You book	14QL-VJR3-M4RF	10 2113 6411 4050 3 40001	104.34	
05/25/2021		EZlifego Double Sided Tape	1D64-MYMT-GCHG	10 1111 6411 4050 3 40001	61.25	
05/25/2021		ColorIt Refillable	1D64-MYMT-GCHG	10 1111 6411 4050 3 40001	59.98	
05/25/2021		Premium USA-Made Steel Hobby	1D64-MYMT-GCHG	10 1111 6411 4050 3 40001	33.98	
05/25/2021		Gorilla Super Glue XL, 25	1D64-MYMT-GCHG	10 1111 6411 4050 3 40001	20.52	
05/25/2021		Mont Marte Premium Woodless	1D64-MYMT-GCHG	10 1111 6411 4050 3 40001	271.84	
05/25/2021		Sargent Art 24-2498 Count	1D64-MYMT-GCHG	10 1111 6411 4050 4 40001	101.96	
05/20/2021		Lower School Supplies	1HHG-DPRL-DWR3	10 1111 6151 4050 3 40001	46.56	
05/22/2021		Books for students	1JYR-H7JG-NQMF	10 1111 6411 4050 3 40001	113.35	
05/26/2021		Mont Marte Premium Woodless	1TJR-JFDD-QKRX	10 1111 6411 4050 3 40001	33.98	
05/24/2021		Books for students	1WMH-HTYY-GJR9	10 1111 6411 4050 3 40001	(86.90)	
05/25/2021		Mont Marte Premium Woodless	1XNW-TNJR-D1VQ	10 1111 6411 4050 3 40001	33.98	
05/23/2021		Books for students	1XRM-JWC3-L7L9	10 1111 6411 4050 3 40001	2,793.32	
				Total	504,228.37	

Check Number	Check Date	Entity ID	Entity Name	Amount
69866	05/31/2021	2020	20/20 Leadership	3,000.00
69867	05/31/2021	4IMPRINT	4imprint, Inc.	443.34
69868	05/31/2021	AFLAC	Aflac	2,306.96
69869	05/31/2021	AFLAC	Aflac	2,306.96
69870	05/31/2021	ALADDIN	Aladdin Food Management Services, LLC	52,869.27
69871	05/31/2021	ALLSTAR	All Star Awards & Ad Specialties, Inc.	409.00
69872	05/31/2021	APPLE	Apple Bus Company	63,507.63
69873	05/31/2021	APPLEINC	Apple, Inc.	1,186.00
69874	05/31/2021	KNAPP	Ashley Knapp	340.00
69875	05/31/2021	ATRONIC	Atronic Alarms, Inc.	169.00
69876	05/31/2021	BELTON	Belton High School	280.00
69877	05/31/2021	BUCKEYE	Buckeye Cleaning Center - Kansas City	299.79
69878 69879	05/31/2021 05/31/2021	CARTERG CARTERS	Garron Carter Carter's Pest Control Co.	150.00 394.00
69880	05/31/2021	CEWATER	CE Water Management, Inc.	150.00
69881	05/31/2021	CHWATER	Children's Mercy Hospitals & Clinics	1,072.91
69882	05/31/2021	CORNERSTON	Cornerstones of Care	5,700.00
69883	05/31/2021	CRESTWOOD	Crestwood Flowers, Inc.	395.00
69884	05/31/2021	BLACKSTOCK	Danielle Blackstock	163.37
69885	05/31/2021	DCOATES	Dawn Coates	109.36
69886	05/31/2021	EXECDATA	Executive Data Control	640.28
69887	05/31/2021	EXPENSE	Expense Reduction Analysts, Inc.	1,962.64
69888	05/31/2021	FLEXIBLE	Flexible Educators	22,590.33
69889	05/31/2021	FOLLETTLIB	Follett Library Resouces	11,661.37
69890	05/31/2021	FRIENDS	Friends of University Academy	1,745.23
69891	05/31/2021	GRAINGER	Grainger	595.92
69892	05/31/2021	GREENLEED	Dominic Greenlee	10.00
69893	05/31/2021	HILLYARD	Hillyard - Kansas City	2,388.83
69894	05/31/2021	HYVEE	Hy-Vee	735.00
69895	05/31/2021	IMAGEQUEST	imageQUEST	489.13
69896	05/31/2021	INSRUM	The Instrumentalist Co.	419.00
69897	05/31/2021	JWPEPPER	J.W. Pepper & Son, Inc.	325.93
69898	05/31/2021	KELLER KELLY	Keller Fire & Safety	351.00 161.00
69899 69900	05/31/2021 05/31/2021	KLINE	Kelly Services, Inc. Anthony Kline	161.00 50.95
69901	05/31/2021	LEAVESOLUT	Leave Solutions	245.00
69902	05/31/2021	HUTCHESON	Meghan Hutcheson	50.10
69903	05/31/2021	OATIS	Maurice Oatis	120.00
69904	05/31/2021	WILLINGHAM	Omar Willingham	65.00
69905	05/31/2021	OTISELEV	Otis Elevator Company	4,650.80
69906	05/31/2021	POWERSCHOO	PowerSchool Group LLC	18,139.65
69907	05/31/2021	PRIMS	Prim's Plumbing and Service Company	4,008.12
69908	05/31/2021	QUILL	Quill	1,415.42
69909	05/31/2021	RAPTOR	Raptor Technologies, LLC	1,140.00
69910	05/31/2021	MCFARLIN	Robert McFarlin	137.80
69911	05/31/2021	SHI	SHI International Corp	85,820.00
69912	05/31/2021	SHREDIT	Shred-it USA LLC	235.28
69913	05/31/2021	SNOWMEN	Snowmen, Inc	2,774.00
69914	05/31/2021	SUI	Software Unlimited, Inc.	7,695.00
69915	05/31/2021	STAPLES	Staples Contract & Commercial, Inc.	317.11
69916	05/31/2021	STERICYCLE	Stericycle, Inc.	237.25
69917 69918	05/31/2021 05/31/2021	USENGINEER UICS	U.S. Engineering Service, LLC United Inner City Services	910.00 17.316.15
69919	05/31/2021	UASUPPORT	University Academy Supporting Foundation	17,316.15 53,750.00
69920	05/31/2021	VERITEV	Veritev Operating Company	682.70
69921	05/31/2021	WALSWORTH	Walsworth	1,873.62
69922	05/31/2021	WCA	Waste Corporation of Missouri, LLC	144.10
69923	05/31/2021	WASTE	Waste Management	1,599.61
69924	05/31/2021	WELLNAP	Wellington - Napoleon R I-X Schools	150.00
69925	05/31/2021	WHC	WHC KCT, LLC	2,511.00
69926	05/31/2021	WBM	Woodley Building Maintenance	17,852.00
69927	05/31/2021	AMAZON	Amazon Capital Services	3,706.04
			Total Checks	406,924.95
		Automatic P	avments	
11262000	05/14/2021		_	600.05
11262809	05/14/2021	SAMSCLUB	Sam's Club	699.85
11262810 11262811	05/06/2021	SPIRE WEX	Spire Wex Bank	39.44 117.33
11262812	05/06/2021 05/16/2021	ALLY	Ally Financial Inc.	644.34
11262813	05/17/2021	EVERGY	Evergy	35,596.68
11262814	05/16/2021	EVERGY	Evergy	1,582.00
11262815	05/18/2021	SUTHERLAND	SYNCHRONY BANK	53.01
11262816	05/20/2021	JDF	John Deere Financial	454.27
11262817	05/20/2021	SPRINT	Sprint	1,310.20
	·	· · · · · · · ·	• ***	.,0.0.20

11262818	05/20/2021	WINDSTREAM	WINDSTREAM KCMO Water Services Department KCMO Water Services Department Blue Cross and Blue Shield of KC Fidelity Security Life Insurance Co.	1,570.57
11262819	05/25/2021	KCMOWATER		1,710.64
11262820	05/25/2021	KCMOWATER		279.09
11262821	05/28/2021	BCBS		47,707.71
11262822	05/28/2021	EYEMED		1,538.29
11262823	05/21/2021	TUITIONIO	Tuition.io, Inc. Total Automatic Payments	4,000.00 <b>97,303.42</b>







# **OPERATIONS**

## **COO, Stacy Graff's Board Report**

6.22.21

- Bus Contract was signed in early June. Total expected bus costs will be around \$570,000 for the 21-22 school year. In comparison, in 2017-18, we spent just over \$800,000 on bussing and then started to double-tier our routes based on an idea Mr. Kline promoted. Since 2017-18, we have saved just over \$800,000 through this opportunity! We initially anticipated the cost to be \$611,000 for this fiscal year, but have worked with the bus company to find ways to lower costs through tiered routes for all 16 buses, while getting newer buses in our service fleet. Our average age for buses will be 5 years or newer. Please look over the bus contract that has been added to the packet.
- Updates on personnel: LS Activities Director position was offered to Mr. Ryan Heffley. Mr, Heffley is our current HS Football coach and brings a wealth of knowledge and experience with coaching several sports in his career. He will begin work officially on August 1<sup>st</sup>.
- Projects Update: Chiller Replacement is well underway and on track to be completed by early July.
   The Paving Project is underway and we are seeing good progress. Curbs are scheduled to be poured by June 21<sup>st</sup> and the South lot the week of July 28<sup>th</sup>. We expect new playground equipment to start being installed July 5<sup>th</sup>. We have a new security camera system almost completed and it is functional. Our new intercom and clock system with message boards is being installed now, with a completion date of August 1st.
- Graduation, 5<sup>th</sup> and 8<sup>th</sup> grade celebrations, the Gala, and some minor construction projects have now been completed since we last met. Events went very well and thanks to Maria Dickson for her work on the Gala.
- Planning has already started for next school year and we anticipate there being multiple changes for guidance between now and August 1<sup>st</sup> from the CDC or local health authorities. We will work over the next several weeks with the Leadership Team to establish some guidelines to implement for August 2021 and will make sure our focus is on student and staff safety. Proposed MASK and QUARANTINE PROTOCOLS:
  - Masks are not required but are RECOMMENDED.
  - Social Distancing will be encouraged where available, but is not required.
  - Hand washing and hand sanitization will still be a priority.
  - Quarantine will NOT be required for students/staff who are fully vaccinated, OR not fully vaccinated but were wearing a mask.
  - Quarantine WILL be required for all students and staff not wearing a mask and who are not fully vaccinated.
  - Quarantine will be expected for all staff and students who are positive for COVID regardless of your vaccination status.
- I am starting work on an Operations Manual that will house links to policies, procedures and protocols for all staff. I aim to have this done by August 1<sup>st</sup> and will gladly share with the Board once it is complete.

# **CONSENT AGENDA ITEMS**

# **School Board**

# University Academy Charter School

SUBJECT: Personnel	DATE: June 15, 2021	
	PREVIOUS ITEM: N/A	
INITIATED BY: Human Resources	ENCLOSURES: Personnel Summary Sheets	
Background:		
This report contains certified and noncertified staff t Board Meeting.	that were employed/separated after the May 2021	
Recommendation:		
Approve as presented		
Action:		
Approval		

UNIVERSITY ACADEM	Y'S PERSONNEL RE	PORT	
Report No. 01			June 15, 2021
NAME	SCHOOL	POSITION	EFFECTIVE DATE
SEPARATIONS - CERTIFIED	POSITION(S)		
Hutcheson, Meghan	Lower	Teacher	5/28/2021
SEPARATIONS - NON-CER	TIFIED POSITION(S)		

UNIVERSITY ACADEMY			
Report No. 01			June 15, 2021
NAME	SCHOOL	POSITION	Start Date
<b>NEW PERSONNEL - CERTIF</b>	IED POSITION(S)		
Bergida, Christopher	Upper	Business Teacher	8/6/2021
Eatinger, Hayden	Lower	Lower School Teacher	8/6/2021
Edens, Leah	Upper	English	8/6/2021
Ryan, Mindy	Central Office	Library Clerk	8/6/2021
Sorrentino, Peyton	Lower	Lower School Teacher	8/6/2021
NEW PERSONNEL - NON-C	 CERTIFIED POSITION(S)		
Powell, Roslyn	Lower	3-5 Admin Assistant	7/1/2021

## **New Certified Personnel**

## June 15, 2021

Name: Mr. Christopher Bergida

**Degree:** Bachelor's Business Management **College Attended:** Franciscan University

Source of Recruitment: Moreap

**Experience:** Mr. Bergida will be a first year teacher and will be working in the Upper School as

their Business teacher.

Name: Mr. Hayden Eatinger

**Degree:** Bachelor's Physical Education

College Attended: Missouri Western State University

**Source of Recruitment:** Moreap

**Experience:** Mr. Eatinger will be a first year teacher and will be teaching in the Lower School as

their PE teacher.

Name: Ms. Leah Edens

Degree: Doctorate, English

College Attended: University of Sussex

Source of Recruitment: Moreap

Experience: Ms. Edens comes to University Academy from the University of Sussex where she

was an Adjunct Professor for undergraduate composition and literature classes.

Name: Ms. Mindy Ryan

Degree: Bachelor's in Public Administration/History

**College Attended:** University of Arkansas

Source of Recruitment: Moreap

Experience: Ms. Ryan comes to University Academy from the Kansas City Public Library where

she worked as a library associate.

Name: Ms. Peyton Sorrentino

**Degree:** Masters, Elementary Education **College Attended:** Rockhurst University

Source of Recruitment: Moreap

**Experience:** Ms. Sorrentino comes to University Academy from Johnson Elementary School

where she taught 2<sup>nd</sup> grade.

# **New Non-Certified Personnel**

# June 15, 2021

Name: Mrs. Roslyn Powell

Degree: Bachelor's, Liberal Arts

College Attended: UMKC

Source of Recruitment: Internal

**Experience:** Mrs. Powell comes to University Academy from UMKC where she was a Program Assistant for the last 23 years. Mrs. Powell

also has children who are UA alumni.

# University Academy Board of Directors' Meeting Minutes Tuesday, May 25, 2021, 3:00 p.m.

# https://zoom.us/j/95794529837?pwd=SkNraVpDREJiUkNqbVNkemdzMThFQT09

Meeting ID: 957 9452 9837 Passcode: 7GtCVv

Present (7): Mrs. Katie Kwo Gerson, Board Chairman 
☐ Present

Mrs. Laura Greenbaum☑ PresentMr. Bush Helzberg☑ PresentMrs. Shirley Bush Helzberg, Secretary☑ PresentMrs. Nicole Jacobs-Silvey, Vice-Chairman☑ PresentMr. LeRay Warrior☑ PresentMr. Jeron Ravin☑ Present

Absent (1): Mr. Barnett C. Helzberg, Jr.

## Call to Order and Roll Call

Board Chair, Mrs. Katie Kwo Gerson, welcomed all participants and called the meeting to order at 3:03 p.m.

### **Enrollment Report**

Superintendent Tony Kline presented Mrs. Brady's report in her absence. As it appears in the Board Packet, there are currently 1,185 students enrolled and only two have withdrawn from UA. There are approximately 500 students on the waiting list. Board Chair, Mrs. Katie Kwo Gerson suggested there be a discussion at the next Board meeting regarding the reason(s) there are so few kindergarten students enrolling in the district and region, if more data is known.

Board Chair, Mrs. Katie Kwo Gerson, requested a motion to accept the Enrollment Report as presented.

Motion: Mr. LeRay Warrior

**Vote:** 4-0 Unanimous approval; motion carries

### **Finance Committee Meeting and Financial Reports**

Chief Financial Officer, Mr. Tyler Kemp, drew attention to the \$2.3M gain from the PPP loan that has been forgiven. He added that costs were lower due to the building being closed and therefore reduced the monthly expenses that would normally appear on the report.

Board Chair, Mrs. Katie Kwo Gerson, requested a motion to accept the Finance Committee Meeting and Financial Reports as presented.

**Motion:** Mr. LeRay Warrior

**Vote:** 4-0 Unanimous approval; motion carries

## **Chief Operating Officer Report**

Chief Operating Officer, Mr. Stacy Graff, announced that the bus contract has not been signed yet but is pending. The chiller replacement process is continuing. He also reported that a new security camera and a new intercom will be installed June 1. He also announced that NFS will stream school events/activities next year!

#### **Consent Agenda Items**

Board Chair, Mrs. Katie Kwo Gerson requested a motion to approve the consent agenda items; the minutes from the April 27, 2021 Board meeting, the Personnel Report, and the Warrant List.

Motion: Mrs. Nicole Jacobs-Silvey

**Second:** Mr. LeRay Warrior

**Vote:** 6-0 Unanimous approval; motion carries

### **Superintendent's Report**

Superintendent Tony Kline reminded the Board that Graduation takes place on Thursday, May 27, 2021. To date, the Class of 2021 has earned \$5.9M in scholarships! There are 32 seniors and five will graduate in the summer. The 2022-23 school year will incur a significant deficit due to lack of funding; approximately \$1,000 per student less than KCPS. As the Gala approaches, he announced that they are close to reaching the goal. He also shared that 27 alumni graduated this year with Bachelor's degrees and two with Master's Degrees!

Superintendent Kline next introduced his special guest, Dr. Bill Nicely, former Superintendent of the Kearney School District and current consultant for the Kauffman Foundation. Dr. Nicely shared that he had worked closely with Tony Kline and Tyler Kemp on the report. The report was very informative and provided recommendations to address the funding deficit issues. He suggested that UA always remember that the Mission is paramount as it pertains to reducing budgetary constraints. Dr. Nicely then answered questions

#### **Assistant Superintendent's Academic Update Report**

Assistant Superintendent, Rebecca Gudde, reported that students have been testing all week and she feels certain that UA will meet the 85% that DESE expects. There are a few students who still need to complete testing. Summer School begins June  $2^{nd}$  and the hours are 8:30am-2:10pm, Monday through Friday.

Mrs. Gudde also presented a revised school year calendar that now includes an additional Professional Development day for teachers (September 24, 2021) and a revision of the February 2022 Professional Development day for teachers from February 7 to February 14, 2022.

Board Chair, Mrs. Katie Kwo Gerson requested a motion to approve the revised 2021-2022 academic calendar.

Motion: Mr. LeRay Warrior

Second: Mrs. Nicole Jacobs-Silvey

**Vote:** 6-0 Unanimous approval; motion carries

#### **Governance Report**

Board Chair, Mrs. Katie Kwo Gerson, officially welcomed new Board member, Mr. Jeron Ravin, CEO of Swope Health.

#### **Old Business**

Tony Kline and Mrs. Nicole Jacobs-Silvey, detailed the Strategic Plan's strengths, weaknesses, opportunities, and threats. He shared that they feel the Plan needs more detail. Board Chair, Mrs. Katie Kwo

Gerson recommended that a few Board members continue to get together in person to work on the Strategic Plan.

CFO Tyler Kemp presented for approval the 2022 Budget. Board Chair, Mrs. Katie Kwo Gerson requested a motion to approve the 2021-2022 Budget.

**Motion:** Mrs. Nicole Jacobs-Silvey **Second:** Mrs. Shirley Bush Helzberg

**Vote:** 5-0 Unanimous approval; motion carries

### **New Business**

2 5 6

Next for Board approval are the 2021-2022 Board Meeting dates. Board Chair, Mrs. Katie Kwo Gerson requested a motion to approve the 2021-2022 Board Meeting dates.

Motion: Mrs. Shirley Bush Helzberg

**Vote:** 5-0 Unanimous approval; motion carries

## Monthly Board Training: "Human Resources Policy Overview"

HR Director, Lisa Kice, along with Tony Kline, presented HR information to the Board as it appeared in the Board Packet. They discussed the demographics of the staff, the Student Loan Assistance Program, Merit Pay, Years of Service Incentive, Referral Stipends, Resignation Intent Stipends for certificated staff, Sick Leave Reimbursement, Benefits, and HR issues to address.

As the nation struggles with Substitute Teacher shortages, Board Chair, Mrs. Katie Kwo Gerson suggested that perhaps the Junior League might be a helpful resource to find subs.

## Adjournment

With no further business to come before the Board, the meeting was adjourned at 4:33 p.m.

Calendar Item: Next Board Meeting	, Tuesday, June 22, 2021, 3:00 p.m.
I, Shirley Bush Helzberg, Secretary of University Acade true and correct transcript from the minutes of a meeting on May 25, 2021, and that the meeting was duly called the State of Missouri and bylaws of the company and the State of Missouri and bylaws of the company and the State of Missouri and bylaws of the company and the State of Missouri and bylaws of the company and the State of Missouri and bylaws of the company and the State of Missouri and bylaws of the company and the State of Missouri and Bullang	ng of the Board of University Academy held via Zoom
Shirley Bush Helzberg, Secretary	Date

# SUPERINTENDENT'S REPORT

# Superintendent's Report

**June 2021** 

# **Celebrations**

In May, we graduated 33 seniors in a beautiful graduation ceremony at UA. The rain moved us inside at the last minute, but we were able to adapt. I want to thank Nicole Jacobs-Silvey for delivering an inspiring keynote speech. Over the course of this summer, we anticipate an additional four students will graduate, depending on completion of coursework. The Class of 2021 earned a total of \$5.7 million in scholarships offered.

On June 3, we held our first outdoor Gala, called "GalaFest." The event featured carnival games, food, music and prizes. David and Erika Dickey did a wonderful job of chairing the event! To date, the Gala has brought in \$279,000 (\$275,000 was the goal). The event was also about \$40,000 cheaper to put on than past indoor galas. I want to thank all the Board members that were in attendance and for helping make that night so special.

# **Enrollment and Growth Strategy Update**

On May 14, the Missouri Legislature ended its session and failed to act on charter funding inequity, despite an overwhelming victory for the bill in the House and in the Senate Education Committees. The looming \$1.6 million annual deficit has become a more direct threat to UA. We decided on that day to activate our plan to grow enrollment/revenue as a counter-measure to the operational deficit. We did this in two ways:

- 1. We added a virtual option for K-12 students, resulting in 90 students choosing virtual instruction. This includes 10 new students from the waitlist/community.
- 2. We then backfilled the physical seats left by those students choosing virtual by making offers to all students on our waitlist for grades K-8.

The combined efforts have led to a net increase of 81 students in just the first couple of weeks. That equates to roughly \$675,000 in additional revenue. Assistant Principal, Danielle Blackstock, is taking the lead on planning our virtual track, which will continue to feature live instruction.

# **Real World Learning**

The Kauffman Foundation formally offered UA a \$300,000 grant over two years to implement our RWL plan. Over the summer, we have faculty planning new courses and activities including:

- New Computer Science classes for grades 8-12
- New Freshman Seminar Course
- New Jr Seminar Client-Connected Projects
- New Work Experiences Classes
- New IT Internship Program
- Design-thinking professional development for 10 staff members

I will be taking the lead as the RWL Coordinator for the first year, ensuring that all Year 1 goals are met, including new corporate partnerships and designing a system to track earned Market Value Assets that students earn. By Year 2, a permanent RWL coordinator within UA will be established.

# **UA Foundation Updates**

The UA Foundation is wrapping a challenging, transformative, and successful 2020-21 year. Highlights include: Goals met for fundraising, enhanced college counseling for at-risk freshmen, successful administration of summer internship programs, middle school camps, and summer college experiences. The Foundation earlier changed its name and rebranded from Friends of UA to UA Foundation.

I will be stepping down as Executive Director of UAF on August 1, pending the June 28 UAF board meeting. Sonja Shaffer, Director of Programs and creator of the Career Acceleration Program, will likely take over as full time Executive Director. Sonja has done an incredible job at UAF for the past four years and has been taking an increasingly larger role of running day to day operations. I will stay on in a limited capacity as the Real World Learning Coordinator for the 2021-22 school year. UAF will receive \$30,000 of the RWL grant.



# UNIVERSITY ACADEMY STRATEGIC PLAN 2021-2026



June 2021



#### **Our Mission:**

Through high expectations, University Academy prepares students to succeed in institutions of higher education, and to serve as positive role models and valuable members of the community.

#### **Our Vision:**

Our vision is to be the best college-preparatory charter public school in the country with an emphasis on college preparation, career development, community service and leadership.

# Strategic Plan 2021-2026

DOMAIN:	ACADEMIC EXCELLENCE
	SWOT Analysis
STRENGTH	UA is a high performing school. UA typically ranks in the top 25% of all LEAs within the state of Missouri based on test scores. The Upper School has been one of the very top high schools in the state and country. UA is the highest performing charter HS in Kansas City and the state. The Middle School improved from 2017 (36 <sup>th</sup> percentile) to 2019 (71% percentile). UA has outstanding professional faculty and seasoned, caring administrators.
WEAKNESS	UA's Lower School scores declined from 2016 (79 <sup>th</sup> percentile) to 2019 (38 <sup>th</sup> percentile). The Upper School scores declined from 2018 to 2019 (from 92 <sup>nd</sup> percentile to 70 <sup>th</sup> percentile). UA as a whole dipped from 86 <sup>th</sup> percentile to 68 <sup>th</sup> percentile between 2018 and 2019 (www.schooldigger.com) UA does not have a comprehensive, vertically aligned K-12 curriculum plan in place. As a result, the transition from LS to MS and MS to US should be improved.
OPPORTUNITY	UA's commitment to Real World Learning and the grant associated with it from the Kauffman Foundation will allow UA to fundamentally shift elective offerings to be more relevant to student interests. It is anticipated the state is moving towards a competency-based testing system, which is more in line with UA grading practices.
THREAT	The region is facing a teacher shortage, and teachers are the most important factor in academic excellence. UA will likely experience some transition in leadership positions over the next five years.

# **STRATEGIC PRIORITY:** Ensure University Academy offers the highest quality college-preparatory program. Prepare our graduates to succeed in college, the workplace, and life.

Strategic Objective	Action	Evidence	Current Status	Score
1. Vertically align PK-12 curriculum June 2022	<ul> <li>A. Utilize outside expert consultants to bring validity to the process</li> <li>B. Communicate alignment to all stakeholders</li> <li>C. Ensure instruction and assessment reflect the alignment.</li> </ul>	<ul> <li>Curriculum map is complete</li> <li>Communication plan evident</li> <li>Proof of aligned assessments</li> </ul>	Not started	

2. 75% of UA graduates will complete college or postsecondary career program within 6 years of graduating June 2026	A. Implement RWL with all graduates obtaining at least one Market Value Asset B. Increase ACT, dual enrollment and AP success C. Initiate student interest and aptitude inventory as part of career exploration.  A. Ensure all graduates earn at	<ul> <li>MVA data tracking</li> <li>Track assessment and college credit success</li> <li>Students know their DISC and have career awareness</li> <li>MVA attainment related to student interest/aptitude</li> <li>Data collection</li> </ul>
goals set forth in the school Real World Learning Plan 2023	least two Market Value Assets	process via Kauffman RWL
4. Be top 25% in state accountability 2026	<ul> <li>A. Vertically align curriculum, instruction and assessments</li> <li>B. RWL Initiative</li> <li>C. Assessment data analysis to identify areas of concern, then initiate strategies</li> <li>D. Provide tiered support services to low performing students in critical subject areas</li> </ul>	<ul> <li>Evidence from         Strategic         Objective 1 and 3</li> <li>Evidence of data         analysis and         strategies</li> <li>Tiered         intervention         student data         including         improvement data</li> </ul>
5. Avg ACT of UA graduates will be 23 2026	<ul> <li>A. Initiate ACT test prep earlier (8th grade)</li> <li>B. Vertical alignment of curriculum</li> <li>C. Communication plan for students/parents regarding the test's importance</li> </ul>	<ul> <li>Evidence of pre-ACT assessment and results including take-aways for staff</li> <li>Evidence of communication plan as well as survey results of changing perceptions.</li> </ul>

# **DOMAIN:** COLLEGE & CAREER READINESS

# **SWOT Analysis**

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STRENGTH	UA is a high performing school with emphasis on college completion. Junior and Senior Seminars are required courses and are unique to UA. These courses provide opportunities for student participation in ACT prep as well as college choice exposure. UA has specific Board goals related to college acceptances.	
WEAKNESS	UA has not traditionally focused on career counseling until students are in college and partner with the University Academy Foundation for summer internships. Some students/parents don't fully see the value in the college prep pathway or understand what it takes to be competitive to the best schools. Students/parents in this category are less motivated for success.	
OPPORTUNITY	UA's partnership with the Kauffman Foundation and the RWL grant creates an opportunity to offer students career specific courses for Middle and Upper School students. New classes (Freshman Seminar) and RWL activities may help accelerate student agency. ACT and SAT scores becoming optional for admittance into some colleges and universities may help some students with strong GPA's.	
THREAT	A prevailing shift away from "college for all" threatens the buy-in from students and parents going forward. We also face difficulty finding teachers to join our team in the fields of business, robotics and coding.	

# STRATEGIC PRIORITY:

Ensure University Academy offers the highest quality college-preparatory program. Prepare our graduates to succeed in college, the workplace, and life.

Strategic Objective	Action	Evidence	Current Status	Score
1. 75% of each	A. Enhance college and	<ul> <li>Evidence of plan</li> </ul>	Classes of	
graduating class	career advising so	development and	2004-2016: 50%	
will finish a	students can know	initiation and	4-year grad rate.	
4-year college, or	and understand their	student	57% enrolled.	
specific career	career interests and	understanding	Classes of	
training program,	aptitudes	<ul> <li>MVAs tied to</li> </ul>	2016-2020:	
within 6 years of	B. Connect the MVA	career interests	10% 4-year grad	
graduating from	experience to career	<ul> <li>Pre- and post-</li> </ul>	rate. 75%	
UA.	interests	parent survey	enrolled.	
Annually	C. Increase parent			
	participation in			
	post-secondary			
	advisement			
2. Expand	A. Provide for students	<ul> <li>Analysis report</li> </ul>		
student interests	and communicate to	of student results		
and talent	families, career	<ul><li>Evidence of</li></ul>		
awareness.	information using the	students/parents		
<b>Annual Growth</b>	Duke TIP:	growing		
	Lower/Middle	understanding of		
	School, Advanced	ideal career		
	Studies growth	areas		

		T	
	PSAT: 10th grade		
	and YouScience		
3. Optimize	A. Develop a college	<ul><li>Process</li></ul>	
college choice.	selection process that	documentation	
2026	is free from fear and	and evidence of	
	utilize counseling	both teacher and	
	practices that support	student/parent	
	courageous choices	awareness via	
	B. Counsel for "best fit"	survey.	
	C. Improvement of		
	parent understanding		
	process and value		
4. 50% of all	A. Implement	Documentation	
graduates will	corresponding	<ul> <li>Documentation</li> </ul>	
have participated	UMKC class	including	
in a Study	B. Communicate the	integration into	
Abroad or NOLS	benefits to Middle	instruction and	
experience prior	School students and	senior students	
to entering	parents	visiting lower	
college.	C. Increase Middle	classes.	
2026	School summer camp	<ul> <li>Documentation</li> </ul>	
	participation		

DOMAIN: CULTURAL COMPETENCY
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# **SWOT Analysis**

STRENGTH	UA successfully completed Diversity, Equity and Inclusion (DEI) training with all staff through a series of professional development opportunities during the 2020-21 school year. UA has an existing faculty and staff that is diverse and believes in students and the mission of the school.	
WEAKNESS	Some staff have been reluctant to make necessary changes related to Diversity, Equity and Inclusion training. New staff require greater resources before they fully grasp the school's culture. There is room to improve in all areas, but in particular, more needs to be done to openly support LBGTQ, Asian and Latinx faculty and students.	
OPPORTUNITY	Now is the time to create a school-wide plan for implementing DEI among staff and students as well as a K-12 Social-Emotional Learning curriculum.	
THREAT	Cultural awareness, sensitivity and competency on an organization-wide level requires dedication to the cause. Without setting and adhering to high expectations for everyone in the school community, students may be exposed to adults within the organization who are unable to recognize their own biases.	

# **STRATEGIC PRIORITY:**

Ensure University Academy students and staff maintain a high level of cultural competency, resulting in awareness, sensitivity and open dialogue about individual and systemic biases.

Strategic Objective	Action	Evidence	Current Status	Score
1. Be a model district for culturally relevant pedagogy and leadership (CRPL).	A. Create a Cultural Competency task force of school stakeholders with an outcome of a Board-approved plan for school-wide progress in this area. B. CC Task Force book study of: Culturally Responsive Teaching	<ul> <li>Board approved school-wide plan</li> <li>Takeaways from book study</li> </ul>		
2. Revisit Mission, Vision, and Key Strategies 2019	A. Revisit mission, vision, and key strategies to consider culturally responsive language and equity-focused core values.	Modification took place in 2019	Done	
3. Build Community 2022	A. Each UA School will have a site-based Cultural Competency Committee to work	<ul> <li>Record of membership and site- based plan.</li> </ul>		

	with the district level CC Task Force for the purpose of implementing age- appropriate strategies developed. These may include socio-emotional practices, DEI and CRPL	<ul> <li>List this information on the schools' web pages.</li> <li>Record of new activities and practices</li> </ul>
4. Engage Alumni 2023	A. Create an Alumni Advisory Panel for the purpose of focusing on the above-listed outcomes. Insights learning will allow the CC Task Force to make more informed actions B. Develop a plan to support Alumni based on their needs.	<ul> <li>Record of members, meetings, and outcomes</li> <li>Alumni support action steps</li> </ul>

DOMAIN: FACILITIES

# **SWOT Analysis**

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STRENGTH	University Academy is thankful to have an outstanding facility managed by people who have a source of pride when it comes to educating children. There is space for 1,000 students and 125 staff members, along with new or remodeled competition and activity spaces for students, including a 500+ seat auditorium. The building is entering its 17 <sup>th</sup> year of existence and is in excellent condition. The allotment of ESSER funds is allowing for an upgrade of major mechanical systems, safety and security systems and signage around campus. Playground improvements for K-2 students and an additional safe play space within the current parking area will also be added.	
WEAKNESS	The age of the facility creates a unique scenario where multiple major mechanical and infrastructure items are entering their end of life expectancy, which creates a costly burden if a plan is not implemented effectively. Limited storage and adequate classroom space for the current 1,100 students are an immediate issue. The school is also 'land-locked' which hinders the ability to strategically plan for future expansion or upgrades. Future areas of concern are the roof, masonry, plumbing and electrical upgrades that will require attention within the next 5 years.	
OPPORTUNITY	Being forward focused, UA continues to look for growth and expansion opportunities that will allow an increased number of students to attend and thrive. A 5-year major maintenance plan to improve our infrastructure has been initiated and paid for utilizing capital expenditures. In addition, collaboration with the University Academy Supporting Foundation (UASF) will allow plans for future renovation needs.	
THREAT	Because capital improvements are seated within the general budget and not supplemented through a bond or tax revenue, maintaining an appropriate level of categorical funding is challenging. UASF is vital to the continued success in maintaining the facilities and grounds.	

# STRATEGIC PRIORITY:

Ensure University Academy possesses the highest quality, up-to-date and technologically advanced facilities leading to optimal student learning.

Strategic Objective	Action	Evidence	Current Status	Score
1. Replace	A. Replace concrete,	Visual		
critical aged	re-build			
infrastructure to	playgrounds, replace			
ensure smooth	chiller units, replace			
operations and	rooftop AC units,			
increased costs	install campus			
and	fencing.			
environmental				
efficiency				
2023				
2. Enhance	A. Installation of new	Visual		
campus safety	upgraded camera			
2022	system and intercom			
3. Acquire	A. Explore ways to	Report to UA Board		
additional	accommodate more	of Directors		

educational space 2023	students based on demand.		
4. Ensure facility operations are efficient 2026	A. Human, environmental and financial	<ul> <li>School         stakeholder         survey         feedback</li> <li>Environmenta         l and         operational         savings         analysis         post-installati         on</li> </ul>	
5. Create a plan to adequately fund all necessary facility maintenance and upgrades 2022	<ul> <li>A. Develop a school-wide 5-year maintenance schedule including cost</li> <li>B. Partner with UA Finance and UASF to include a funding plan</li> </ul>	<ul> <li>Plan         development</li> <li>Board         approval</li> </ul>	

DOMAIN: FINANCE

# **SWOT Analysis**

	UA is in a financially stable situation for the 2021-2022 school year due to the PPP loan.
STRENGTH	Donors have been extremely generous and founders have provided matching funds for
	the last 2 years.
WEAKNESS	Because the legislative Funding Equity bill was not passed, there continues to be a deficit
WEARNESS	of \$1.6 million dollars for the FY 2023 SY as well as into the foreseeable future.
	There is a need for continued virtual offerings among UA students and the KC Metro
<b>OPPORTUNITY</b>	area. Offering a K-12 virtual option would add enrollment and increase revenue. A
	charter school merger could also create additional revenue, if done correctly.
THREAT	Continued deficit spending will lead to sharp reductions in programming and staffing.

**STRATEGIC PRIORITY:** 

Ensure University Academy finances remain appropriate and can adequately cover operational costs of the school.

Strategic Objective	Action	Evidence	Current Status	Score
1. Legislatively achieve equitable funding 2022	A. Staff and Board of Directors are active in the upcoming 2022 Legislative session.	• Observation		
2. End FY 2025 with a balanced budget 2025	A. Develop a plan to reduce expenditures and increase revenue as indicated in the May 2021 report, University Academy School Finance Review and recommendations	<ul> <li>Board approval of plan</li> <li>Year-end financials 2025</li> </ul>		
3. Maintain a 90 days cash on hand 2024	A. Financial plan above (2.A) should include this objective	<ul> <li>Board approval of plan</li> </ul>		
4. Increase enrollment	A. Expand virtual enrollment to 100 students in grades K-9 B. Study the financial benefit of merging with other charter schools	<ul> <li>Plan development report to Board</li> <li>Observation of expansion</li> <li>Communicate study results</li> </ul>		

<b>DOMAIN:</b>	GOVERNANCE

# **SWOT Analysis**

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STRENGTH	UA's Board of Directors has stable membership with high expectations for continued growth. The UA Board remains innovative and provides clear and lofty goals for management. The Board is open to continued training and is thoughtful of staying current with Board policies, is seen as a model board among Missouri charters, and features at least one alumni. The Board has been responsible, law-abiding and has embraced its role and has not overreached into day-to-day operations.
WEAKNESS	The UA Board has many members approaching term limits and/or retirement. The Board lacks an expert on school finance and accounting. The Board does not have a representative voice of a parent similar to most UA parents.
OPPORTUNITY	A new Board member was recently added with legal expertise and community respect. UA will soon have opportunities to add additional Board members.
THREAT	Current Board members have many competing priorities making it difficult, at times, to make UA the priority.

## **STRATEGIC PRIORITY:**

Ensure University Academy offers the highest quality college-preparatory program by governing in a professional way that maintains high expectations and encourages collaboration.

Strategic Objective	Action	Evidence	Current Status	Score
1. Identify two new Board members by 8/21/2021	<ul> <li>A. Added Jeron Ravin,</li> <li>May 2021.</li> <li>B. Nicole Jacobs-Silvey</li> <li>and Barnett Helzberg</li> <li>leaving in June 2021</li> </ul>	• Observation		
2. Name Board chair by 8/21/2019	A. Katie Kwo Gerson named Board Chair in 2019	Katie Kwo Gerson named Board Chair	Done	
3. Ensure Board is representative of UA stakeholders	A. Diversify Board membership	• Observation		
4. Ensure Board composition has expertise in multiple areas, such as education, finance, law and/or facilities.	A. As new Board members are considered, review their expertise compared to existing members	Observation of expertise diversification		

# **SWOT Analysis**

	•/
STRENGTH	UA has a professional staff of 78 teachers with 29 having advanced degrees. The demographic makeup of staff is 57% White, 40% Black, 2% Latinx, 0.5% Asian and .05% Two or more races. The school's Longevity Award honors those who continue to serve our students. UA's administrators are highly trained, empathetic and forward-
	thinking. UA is fortunate to have many high-performing, award-winning teachers.
WEAKNESS	Finding and retaining teachers who are new to the profession is becoming increasingly
WEARITESS	difficult. Teacher training programs across the US have declining enrollment.
OPPORTUNITY	With a growing popularity of online instruction and a ubiquitous Learning Management
OFFORTUNITY	System, shared teachers are a possibility.
THREAT	The risk is high for not finding quality teachers.

## **STRATEGIC PRIORITY 1:**

Ensure University Academy attracts and retains the highest quality staff and faculty possible for the benefit of its students and the community.

Strategic Objective	Action	Evidence	Current Status	Score
1. Recruitment 2024	A. Develop a plan to increase investment in recruiting  B. Develop a Grow Your Own program  C. Provide funding for advanced certification  D. Secure community survey of salaries and benefits for all positions within greater KCMO	<ul> <li>Program plan</li> <li>Recruiting outcomes</li> </ul>		
2. Induction 2024	A. Create a robust, personalized, professional development program for all instructional staff B. Improve non-teacher onboarding C. Improve policy, culture, and procedures training of new staff	<ul> <li>All staff report that they have the training they need to do their jobs.</li> <li>Staff report they feel supported and empowered</li> </ul>		
3. Retention 2023	A. Implement exit interviews B. Survey staff	Data review to the Board		

4. Leadership	A. Create robust	<ul> <li>Documentation</li> </ul>	Done
Capacity	Superintendent		
2021	succession plan		
	B. Executive coaching		
	with school		
	leadership		
	experience for		
	Superintendent		
	C. Executive coaching		
	with school		
	leadership		
	experience for		
	Assistant		
	Superintendent		
	D. Create personal		
	development plan		
	for Assistant		
	Superintendent		

**DOMAIN:** 

# CULTURE OF COLLABORATION, ACCOUNTABILITY AND INNOVATION TO ACHIEVE GOALS AND MISSION

# **SWOT Analysis**

	UA will implement a K-12 Social/Emotional Learning Curriculum in 2021-2022. All staff have had Diversity, Equity and Inclusion training. Professional development
STRENGTH	opportunities are plentiful for staff. Culturally-responsive work has begun with
	handbook changes to reflect restorative justice rather than punitive consequences.
	UA lacks a clear curriculum K-12. Obvious gaps in collaboration between "buildings"
WEAKNESS	(5th to 6th, 8th to 9th). Lack of communication from schools related to expectations for
WEARINESS	student success. Lack of a cohesive, culturally responsive framework and Restorative
	Justice Program.
OPPORTUNITY	Restructure professional development time to foster more collaboration. Forge a natural
OHORIUNITI	meeting space similar to data team meetings to include teachers from other "buildings."
THREAT	Schools are inclined to focus solely on themselves.

STRATEGIC PRIORITY 1:	Significantly improve foundational academic achievement and student retention between Lower and Upper Schools.		
STRATEGIC PRIORITY 2: Foster a culture of collaboration, accountability, and innovation to the school's vision and mission.			

Strategic Objective	Action	Evidence	Current Status	Score
1. Establish UA-wide Core Values for all staff 2022	A. Self-assessment and set goals for improvement	<ul> <li>Evidence of buildings developing core values containing district tenants</li> <li>Each school adopts their Core Values in a meaningful, collaborative way</li> </ul>		
2. Improve culture of collaboration to optimize vertical K-12 school operations 2022	A. Create Professional Learning Community (PLC) K-12 B. Improve transitions C. Curriculum alignment K-12	<ul> <li>Develop PLC teams for each school with representative members belonging to the UA PLC school team</li> <li>PLC team work toward and adopt Core Values</li> <li>Documentation of passage of Core Values and Curriculum Alignment</li> </ul>		
3. Ensure in-person and virtual education align with highly collaborative process	A. Develop an alignment plan and progress monitor results	Evidence of plan and documentation of progress		



# <u>University Academy School Finance Review and Recommendations</u> May 19, 2021

The University Academy (UA) strategic plan spanned 2014-2019 and is now in need of an update to accurately reflect the school's current reality and vision for the future. A quality strategic plan should act as a guidepost for all school stakeholders. It is meant to be a document that is held up next to all decisions relating to school governance and operations and in doing so, is used to generate goals for the future that are both measurable and attainable. As the school contemplates how best to update this plan for another five years (2021-2026), considerations around the school's budget will be paramount. What follows is a district budget analysis in preparation for the upcoming strategic planning process.

#### A. Budget Review- 3 Years at a Glance

a. FY 2019 Budget Summary

i. Annual operating budget: \$13,958,156ii. Fund balance: \$2,955,301

iii. Fund Balance Ratio 21.17% of total expenditures

iv. Net Asset Change \$(154,381)

b. FY 2020 Budget Summary

i. Annual operating budget: \$14,854,886ii. Fund balance: \$2,727,625

iii. Fund Balance Ratio 18.36% of total expenditures

iv. Net Asset Change \$(227,676)

c. FY 2021 (budgeted) Summary

i. Annual anticipated operating budget \$14,249,401ii. Anticipated fund balance \$4,604,575

iii. Fund Balance Ratio 32.31% of total planned

expenditures

iv. Net Asset Change \$1,876,950 this increase in reserve balance can be attributed to the Federal PPP Stimulus program.

#### B. History and Current Reality

- a. University Academy Charter School deficit spent between \$154,381 and \$291,025 during each of the last six years.
- b. These revenue shortfalls have resulted in a reduction in fund balances and in some cases, increased fundraising efforts to make up the difference.
- c. While most staff receive a 5% salary increase as part of the merit pay plan, factors such as staff attrition and lower merit ranking put actual annual salary increase around 3.5%.
- d. School funding from three primary sources is received in the following ratios: 29.65% Local, 61.12% State, 9.23% Federal
- e. Approximately 70% of UA expenditures go to staff salary and benefits.
- f. Because UA is a charter school, the district's per pupil funding is based on the state's Weighted Average Daily Attendance (WADA) like traditional public schools. However, because UA exists within the district boundaries of the Kansas City Public School (KCPS), and specifically serves those students, payment follows the student from KCPS to UA.
- g. State charter school regulations dictate the per pupil payment to charter schools will remain at historical rather than current levels. In other words, while many traditional public schools have per pupil payments tied to a funding formula which increases with local assessed valuation, most of the charter schools' revenue is capped at 2005 levels, with the remainder on a two-year delay from present day valuation. As a result, UA receives approximately \$825 less in per student payment than KCPS.
- h. The WADA funding arrives to UA primarily in direct payments from the state with KCPS making up the difference.
- i. Of UA's approximate 1100 students in grades K-12, most are children of color with a reported 95% Black and 1.7% Hispanic. Of all UA students, 73% qualify for the Federal Government Free and Reduced Priced lunch program, a source of Federal funding through title programs and lunch reimbursements.
- j. UA's FY2020 DESE Expenditure Per ADA calculation was \$12,748; one of the lowest of the Kansas City Area Charter Schools and far lower than most of the local traditional public schools in Kansas City such as KCPS, which in that year had an expenditure per pupil of \$19,362.
- k. While traditional public schools can cover most facility (capital) costs through a taxpayer approved designated levy, charter schools pay for school buildings through either lease or purchase. In either case, these costs are incurred through the general operating budget. For UA, that amount is approximately \$665,000 annually. This amount is paid in the form of building lease payments and equates to nearly 5% of the district's operating budget.

- C. <u>Budget Future</u> There is a mixed budget future for UA with both opportunities and threats. It should first be stated; with an annual operating budget which resulted in an Average Expenditure Per Pupil of \$12,748 for FY2020, the school's budget is nowhere close to cash flush. This dollar amount of per student learning is at the bottom of the list in comparison to other Kansas City area charter schools and far below the public-school average. While there may be some opportunities to create greater efficiencies by making organizational adjustments, there is no holy grail of extra money just waiting to be discovered. In fact, when comparing the UA budget next to other schools, both traditional and charters and juxtaposing for student performance and socioeconomics of the student population, UA staff and leadership should be proud of their accomplishments. With that in mind, what follows are assumptions regarding the school's future budget:
  - a. As a result of ESSER II & III funding, the district will experience a temporary reprieve from a near continuous deficit spending pattern. Much of those dollars are earmarked to go toward costs associated with the pandemic in the form of technology and protective supplies. District leaders also see these dollars as an opportunity to make much needed facilities upgrades.
  - b. As school returns to normal, the UA budget is expected to follow suit. As this occurs, expenditures will continue to outpace revenue projections creating a need to increase revenues, decrease expenditures or likely both. The challenge for the school's leadership and governance team will be to devise a long-term plan to deliver a balanced budget and regain fiscal stability by maintaining adequate balances and doing so without fundamentally changing the school's mission and vision, or quality and culture.
- D. <u>Recommendations</u> What follows are recommendations leadership should consider when developing their plan:
  - a. **Revenue** because charter schools cannot ask voters to raise taxes to bring in more revenue, the ability to significantly enhance operating revenue is somewhat limited to two fundamental areas:
    - i. <u>Increase Student Enrollment</u> When any district contemplates increasing revenue from within the state foundation formula it is through increased enrollment/attendance using Weighted Average Daily Attendance (WADA). On the surface this may seem rather straight forward, but there is a challenge to increasing revenue by adding WADA, because it often comes with a real or perceived need for additional staffing and adding additional staff negates the increase revenue benefit with an equal increase in expenditures. Therefore, the crux of this strategy is to increase WADA while maintaining staffing at existing levels which in turn increases the average class size. If this strategy is deployed, school administration and the board of directors might consider the following best practices:

- 1. Review historical data around class sizes at every level, then set acceptable class size boundaries including high, low, and average class sizes by grade level and content area. The advantage charter schools have are students waiting to be admitted and the ability to back fill classes. As student numbers decline when students transfer out of the school district, leaders should consider backfilling classroom with those students on the waiting list to avoid a drop off in WADA. Inevitably, backfilling students creates concerns about maintaining school climate and culture as well as academic integrity, but in this case doing so may be the lesser of two evils. Effective strategies to acculturate new students, including assistance from student peers can also be deployed to mitigate potential problems.
- 2. Consider expanding online opportunities for students. Doing so would take advantage of existing instructional capacity and better utilize an already existing waiting list. If students on waiting lists are permitted to enroll in UA virtually with the promise of in-person attendance when seats open, the work of acculturating students to UA's climate and culture can begin as soon as they login.
- 3. Consider acquiring or merging with other charter schools. It is one thing to say you're a college preparatory school. It's another to do it well. University Academy is universally recognized as a high-quality college preparatory charter school with caring staff who challenge students to be their absolute best. In short, UA has the secret sauce for student success. School expansion furthers that mission by impacting more students and is therefore worthy of consideration. The caveat of this strategy is acknowledging actions in this area must be accomplished without adding unnecessary management or instructional staff otherwise there will be no net fiscal gain.
- ii. <u>Increase Fundraising</u> As previously stated, because charter schools cannot levy taxpayers for additional funding and cannot benefit from increased assessed valuation, consideration for enhancing revenue outside of the state foundation formula should be an option. This is best accomplished through the one mechanisms charter schools do have working in their favor, that is the ability to fundraise. A robust fundraising arm of the charter school, possibly through an associated foundation, can move from a mission of funding special projects to the expectation of funding a designated percentage of the school's operating budget annually.

- b. <u>Expenditures</u>- As beneficial as efforts to increase revenues might be, an equal emphasis on responsibly reducing expenditures is more likely to result in a long-term sustainable balanced budget. To do so strategically without causing a significant reduction in programs and services is critical to the success of this strategy. What follows are recommendations administration should consider when contemplating how to best reduce expenses:
  - i. Reduction in Staff Making a reduction in staff (administrative, instructional or support) whether it be through contract non-renewal or attrition is never easy to consider. However, it does appear the organization can make some adjustments in this area without significantly impacting the overall performance or support of students. The goal of any staff reduction is to take advantage of opportunities to optimize efficiencies, but not to fundamentally change the identity of the school. Because UA already functions relatively efficiently, any responsible adjustment in this area will help the school's bottom line, but not significantly. In other words, it should be one tool of many to be considered.
  - Non-Staff Operational Efficiencies In some way, reducing the operating budget ii. through non staff reductions is easier to do because the items to be reduced are supplies or services, not people. The trick is to make the reductions in a calculated way over time. Making reductions too quickly or too aggressively in this area may have unintended consequences that won't materialize until some years later. As an example, delaying important maintenance of the school's physical plant could ultimately end in a mechanical failure that is far more expensive to fix than the original savings. As school leaders review possible reductions in supplies and services, a review of the purchased services category is often a good place to start. This can be done through a careful inspection of existing contracts, quality of services and renegotiating services. Most organizations and especially schools, tend to slowly add more contracted services over time without reducing in-house staff. Making a conscience effort to do the opposite over time makes for responsible budget management. In a similar vein, instructional materials and curriculum items tend to multiply over time. Instructional leadership is encouraged to access readily available student performance data to ascertain where the biggest bang for the buck lies with these materials, then slowly eliminate those items which are the least impactful.

#### Summary

The University Academy Charter School has a proven track record of exemplary student performance. The organization already operates efficiently as evidenced by a low annual expenditure per pupil in comparison to other area charter and traditional public schools. The conundrum is that while both student performance and fiscal operational efficiencies are above average, the organization has a history of deficit spending. The challenge ahead for both management and governance will be to search for even greater efficiencies while maintaining the school's high standard of excellence. This can be accomplished through a careful budget and operational analysis to find opportunities for further budget reductions in personnel and non-personnel areas. Planning for these reductions should be completed thoughtfully so as not to adversely impact the quality services for students and the culture of the school.

The strategy of budget reductions should be accompanied by efforts to increase the school's revenue. Charter schools are left with two principal ways of increasing revenue. The first is by increasing enrollment without measurably increasing personnel. Doing so adds additional revenue from the state's foundation formula in the form of Weighted Average Daily Attendance (WADA). It is true, more students will equate to larger class sizes and/or a larger online instructional presence. Like reducing a school's budget, increasing enrollment should be done in a responsible fashion that does not significantly impact programmatic services or instruction. The other means of increasing revenue which should be considered is creating a more robust fundraising mechanism which will add to the school's annual operating budget in a predictable way.

The importance of tackling UA's financial issues is serious enough to warrant timely actions in the above recommended areas. Without intervention, the school will continue to deficit spend until available balances are exhausted. However, due in large part to available balances and ESSER Federal dollars, this concern does not yet rise to that of a financial crisis. Making strategic fiscal adjustments while monitoring educational outcomes for students will create a level of sustainability which will be akin to moving University Academy Charter Schools from good to great.

Respectfully Submitted, Dr. Bill Nicely Belay On Ed Consulting, LLC billnicely7982@gmail.com 816.527.3827

# **ACADEMIC UPDATE**

# Assistant Superintendent Board Report June 22, 2021

# **Testing**

We successfully finished MAP (Missouri Assessment Program) and EOC (End of Course) testing and had excellent participation! Each school exceeded the required 85% participation rate; thus, we will not need to open the Fall testing window for completion. DESE is estimating all results by November 8. On December 8, 2020, the State Board of Education approved the Department of Elementary and Secondary Education's (DESE's) recommendation to suspend the use of 2020-21 Missouri Assessment Program (MAP) data for state or federal accountability purposes.

## **Summer School**

Summer School is running exceedingly well with small class sizes for individualized instruction. We started on June 2 and will conclude on June 30. Students will have the opportunity to test June 28-30 in order to prove mastery for promotional consideration. We are averaging about 271 students each day.

# **Cognia (Formerly AdvancED)**

In both 2012 and 2017 we completed the AdvancED accreditation review and were awarded a 5-year "Accredited with the North Central Association Commission on Accreditation and School Improvement (NCA CASI)" status. Our 2017 accredited status will expire on June 30, 2022. Since joining the Missouri Public Charter Schools Commission in 2018, we host Insignia Partners for an annual site visit. Cognia and the annual site visit are nearly identical with the amount of preparation, examination of best practices, test scores, staff, student, parent, and board participation/interviews. Would the Board like UA to seek another 5-year accreditation from Cognia?

# **GOVERNANCE**

# **OLD BUSINESS**

#### **University Academy**

#### **Pupil Transportation Contract**

This agreement is made and entered into this \_\_\_ day of \_\_\_\_, 2021 ("Contract"), by and between Apple Bus Company, whose mailing address is 230 East Main, PO Box 155, Cleveland, MO 64734, hereinafter referred to as "CONTRACTOR", and University Academy, whose mailing address is 6801 Holmes Road, Kansas City, MO 64131, hereinafter referred to as the "SCHOOL".

WHEREIN, it is mutually agreed as follows:

#### 1. Superseding Effect

The Contract supersedes all prior or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed under the contract.

#### 2. Contract Documents

The following shall be deemed a part of the Contract (together referred to as the Contract documents) and are hereby incorporated by reference:

- a. The Contractor's response to the Request for Proposal, which was a material document upon which SCHOOL's decision to award this contract to CONTRACTOR was made, including all attachments and schedules included as part of the Proposal package, and all additional submissions made by the Contractor during the review and award process. Contractor's response to the Request for Proposal is attached hereto as Exhibit C.
- b. The Request For Proposal for Student Transportation Services issued by Crossroads Charter Schools, Ewing Marion Kauffman School, KIPP KC, Inc. and University Academy dated February 5th, 2021, and its corresponding exhibits and attachments (the "Request for Proposal") (41 pages).
- c. The Contractor's insurance policies.
- d. The Contractor's Nondiscrimination Certificate
- e. All representations made by the contractor during the review and award process.

#### 3. Order of Precedence

In the event of a conflict between the Pupil Transportation Contract and the Contract Documents, the terms of the Pupil Transportation Contract govern. Thereafter, the order of precedence that shall govern in the event of a conflict between the Contract Documents is the order set forth in Article 2 above.

#### 4. Scope of Work

a. The Contract shall constitute the basic agreement between the parties for the provision of reliable, safe, and uninterrupted pupil transportation services, pursuant to all terms and conditions of the Contract documents. The Contractor shall furnish all material, equipment, infrastructure, labor and services necessary to perform the work associated with the provision of pupil transportation services, as set forth in the RFP for Student Transportation Services.

The Contractor represents that it has obtained all the necessary information on conditions and circumstances that may affect its performance of the work and warrants that it has the methods and means to provide the transportation services required within the Contract, including infrastructure, facilities, equipment, capital and staff for the entire term of the Contract and any extension terms.

Contractor shall, during the term of this Contract, furnish as many school buses as the School requires to satisfy its pupil and related transportation requirements. Contractor shall pay all drivers' salaries and all vehicle maintenance, including repair and replacement expenses incidental thereto. Contractor shall, if duly requested, transport all School pupils to and from their respective homes and the School, but only those pupils living more than one (1) mile from the School shall be entitled to be so transported at the expense of the School. All transportation duly requested and furnished to any pupil living one mile or less from the School will be authorized as long as it shall be at the expense of such pupil and his parents or guardians through a separate contract between the parties and it does not affect the load capacity of the route to the point where an additional bus becomes necessary.

## 5. Equipment and Maintenance.

- a. *General*. All buses (chassis and bodies) used by the Contractor in the performance of this Contract shall at all times meet the requirements of the *Missouri Minimum Standards for School Buses*, attached hereto as **Exhibit A**, as amended from time to time and incorporated herein by references, all rules, regulations, and requirements of the State Department of Education ("DESE"), and all laws and regulations of Missouri and Kansas City, as well as all Federal laws and regulations, as amended. In addition, the fleet of busses Contractor utilizes to provide the services outlined herein shall meet the following minimum metrics:
  - i. The average age of the busses assigned to home to school routes shall not exceed 5 years of service, calculated based on model year and measured as of the first day of each Contract Year;
  - ii. The oldest bus utilized shall not exceed 10 years of service, calculated based on model year and measured as of the first day of each Contract Year.

A Spare Bus that is used by the Contractor shall not be required to meet the above standards and a Spare Bus will not be used in calculating the average age of busses. A Spare Bus is defined as a bus that has replaced a bus meeting the above standards and is utilized by contractor to provide the Services for a period of time that does not exceed 10 consecutive days. For clarity purposes, any bus that is used for a period of time that exceeds 10 consecutive days shall be considered a "regular bus" and its age will be considered in determining whether Contractor has met the above standards.

- b. Specific Equipment. Each bus used by the Contractor in service to the School shall have the following technology and capabilities (collectively the "Technology"), the associated cost of which being the responsibility of the Contractor:
  - Operational two-way communication radios with the Contractor's base location
  - Operational GPS/AVL systems that at minimum are capable of locating a bus location within 30 seconds of its last position.
  - Zonar My View parent portal capabilities allowing parents to view real-time route related progression with text message capabilities, all as described on the 17th page and Tab 8 of Exhibit C.
  - Operational Digital Video Cameras; and
  - Any and all other equipment and supplies necessary to operate and maintain the above described systems and functionality.

All cameras, at a minimum, must provide on-screen date/time and must record the vehicle number. Contractor shall retrieve and deliver any video requested by School. School may retain the video as a part of any student file to document discipline matters relating to an individual student, as may be required to comply with the School's recordkeeping obligations, or as may be necessary or advisable to respond to a legal or administrative proceeding, but will otherwise endeavor to return the video to Contractor within thirty (30) days. Except as may be required by the order of a court of competent jurisdiction or governmental agency having jurisdiction, Contractor shall not release or distribute video to any third party without first obtaining written consent from the School's Principal. Upon the transfer of a video to the School, the School will accept all liability for the sharing of any video in a fashion that violates any law or privacy of any student.

c. Seating. The Contractor will not operate a vehicle with more passengers than the manufacturer rating. The Contractor must maintain sufficient buses in addition to those needed for pupil transportation services to provide service replacements for route buses in the event of mechanical breakdown. Any installation or modification of the equipment required by a change in any applicable law or regulation shall be by the Contractor without cost to the School. In addition, Contractor will enforce and adhere to any seating arrangements for students riding on a bus that the School may provide to Contractor.

- d. *Inspections*. In addition to any other inspection required by law, Contractor shall submit the school bus vehicles to an official inspection station, and obtain a certificate of inspection, sticker, seal or other device annually, and the inspection of the vehicles shall not be made more than sixty (60) days prior to operating the vehicles during the school year. The inspection shall, in addition to the inspection of the mechanisms and equipment required for all motor vehicles as provided under Missouri law, include an inspection to ascertain that the requisite items for operation of school buses to pursuant to RSMO 307.375 are in good working condition.
- e. Lettering. Every school bus shall be lettered in a uniform manner in accordance with the laws and regulations of the State of Missouri and shall have numbers imprinted on both sides of the bus, at the front. Bus numbers shall be positioned so that they may be readily and conveniently be seen by students boarding the bus.
- f. *Fuel*. Gasoline or other fuels required by the Contractor in performing this Contract shall be purchased by the Contractor.
- 6. **Bus Operators (Drivers).** The Contractor shall employ a sufficient number of drivers and support personnel to ensure the School receives continuous and reliable service. The Contractor shall comply with all Missouri and Federal laws and regulations governing school bus operators (drivers). Additionally, the Contractor will provide the School access to all relevant employee records upon request. This data will be submitted to authorized School personnel as identified by the School and transmitted to the School via secure means. The School and its authorized personnel will only view data contained in the personnel records, and Contractor employee records shall not be copied, duplicated, reproduced or transmitted electronically or by any other means from the School to any other parties unless otherwise required to do so by subpoena from a court of competent jurisdiction.

All drivers must be at least twenty-one (21) years of age, possess a valid license and/or permit issued by this State authorizing such person to operate a school bus, and must undergo a physical examination annually no more than ninety (90) days before the beginning of the school year by a medical examiner who is licensed, certified, and/or registered, in accordance with applicable Missouri laws and regulations, to perform physical examinations to determine whether they meet the requirements to operate a school bus, and present a signed physical examination certificate that they, in the medical examiner's judgment, meet or exceed those requirements. In addition, the Contractor shall complete a criminal record check, drug screening, a sex offender registry check, moving violations record check, and any other background screening as required by DESE for all drivers to be assigned to the School. Without exception, the Contractor shall not assign to the School, without its permission, any driver whose checks reveal activity in the areas searched. Results of all background checks will be provided to the School prior to the driver beginning work. Contractor will also submit photo identification of all drivers assigned to School routes. Upon assignment to a School route, drivers will also be required to submit to fingerprinting the cost of which will be assumed by the School. Any driver who does not submit fingerprints within two (2) weeks of being assigned to a School route, shall be suspended from School routes until valid proof of submission is presented.

The Contractor shall take reasonable steps, including regular training, to prevent its employees from exposing any pupil to impropriety of word or conduct. The Contractor shall not knowingly permit its drivers to smoke on the bus or to drink any intoxicating beverage or be under the influence of drugs or alcohol while operating any bus or interacting with pupils. The Contractor shall regulate in accordance with Missouri Department of Transportation regulation the use of prescription and non-prescription drugs which impair the safe operation of the bus.

The Contractor must remove from School routes any driver who is deemed ineligible pursuant to DESE and/or School standards within three (3) work days of the eligibility determination. Additionally, if, in the opinion of the School, the driver does not properly conduct himself/herself and maintain order and proper discipline among his/her passengers, operates his/her bus in a negligent or reckless manner, or is determined unfit or unsuitable for any reason, the School in its sole discretion may demand removal of the driver from any service provided to the School. The Contractor will notify the School of a removed driver's replacement within three (3) work days of the removal. The Contractor will provide to the School, updated driver rosters when drivers are added to or removed from School routes and when drivers are assigned new routes or reassigned to different routes. The School also reserves the right under this Contract to reject the assignment of any Contractor employee to a School route.

In accordance with Missouri Department of Transportation regulation all driver's employed by the Contractor will be subject to drug and alcohol screening on an unannounced and random basis. Employees will be selected by a computergenerated program. Further, each driver shall have successfully completed such training and safety courses as required by the Contractor's Pre-Service/In-Service Training Program, which program shall satisfy or exceed all Missouri and Federal guidelines and other requirements for school bus drivers.

All operators shall drive in a careful and prudent manner, exercising at all times the highest degree of care, at a rate of speed so as not to endanger any person or his property, and observing and complying with all rules themselves in a proper and moral manner. The Contractor shall be responsible for exercising proper supervision over the students, employees and all other persons occupying such buses and during loading and unloading of the bus at every pick-up and delivery point. The Contractor and School will mutually agree upon the location of each stop to pick up students based upon Contractor's ability to supervise students or any rider in a safe and prudent manner. Contractor may employ law enforcement assistance in the event a passenger's safety is threatened. The School will provide a safe location for student drop off and will have sufficient staff to monitor that location. All operators shall also carry a time piece while on duty so that the driver can maintain established schedule times.

No driver shall operate a bus vehicle while using a hand-held mobile telephone or while using a wireless communications device to send, read, or write a text message or electronic message, except to: (a) report illegal activity; (b) summon medical or other emergency help; (c) prevent injury to a person or property; or (d) relay

information between the Contractor's dispatcher, in which the device is permanently affixed to the bus vehicle.

The Contractor shall require all operators of school buses to conduct and prepare a record of the daily pre-trip inspection for each school bus

- 7. **Insurance.** The Contractor shall throughout the term of this Contract provide and maintain, at the Contractor's expense, minimum insurance coverage as outlined in Section 5.2.2 of the Request For Proposal.
- 8. **Routes and Schedules.** The Contractor shall operate over the routes and in accordance with the dates and time schedules approved or established by the School. The Contractor shall be primarily responsible for planning all routes, stops, and schedules with approval from the School required for any changes to student pick-up times, locations, or routes. The School will identify its needs and requirements for student pickups and drop offs. Based on those requirements, Contractor agrees to provide written proposals as to the number of routes required and the specific route and schedule for each route proposed to the President/CEO of the School.

In the event of questionable road conditions prior to the start of a school day, the Contractor will monitor all road conditions and provide reports to the President/CEO or his/her designee beginning not later than 5:00 AM whenever practical. The President/CEO or his/her designee shall have the final authority to determine whether or not buses will run. The School shall not be obligated to accept or pay for services of the Contractor on those days when schools are closed to ensure the health and safety of the pupils. When the decision is made to cancel school, notification must occur by 5:30 am or before the routes are scheduled to depart The Contractor's terminal. If notice is not received on or before 5:30 am the day of any school cancellation or late start, the Contractor will bill the 2 hour trip minimum for each route that departed the terminal. The Contractor shall develop an emergency plan for transporting pupils home from school early in the event of severe weather or other emergency closings. The School may consider altering operating times to accommodate a triple route option.

9. **Safety Program.** The Contractor shall be responsible for implementing and maintaining a comprehensive pupil transportation safety program which, at a minimum, contains a safety orientation program for Kindergarten pupils held no later than October 1 of each year and a school bus safety program presented to the elementary and middle school students no later than November 1 of each year. The Contractor shall, with the building Principal, conduct at least one emergency evacuation drill at each school during each semester with the first drill occurring prior to November 1 of each year. A summary of the safety program shall be provided for review by the School upon request.

#### 10. Period of Performance

a. The work accomplished under the Contract shall be performed during the period of July 1, 2021 through June 30, 2024 as specified in Section 6.1 of

the RFP. SCHOOL shall retain the right to extend this agreement for additional one year terms as follows:

- i. SCHOOL may extend this agreement for the period July 1, 2024, through June 30th, 2025, by providing notice to CONTRACTOR of its desire to exercise this extension right by no later than May 1, 2024.
- ii. SCHOOL may extend this agreement for the period July 1, 2025, through June 30<sup>th</sup>, 2026, by providing notice to CONTRACTOR of its desire to exercise this extension right by no later than May 1, 2025.

#### 11. Termination:

- a. <u>Violation of Contract.</u> A violation of a [material] provision of this Contract by the Contractor may, at the option of the School, act as forfeiture hereof, and the School may immediately terminate this Contract. If the School terminates this Contract pursuant to this section, the Contractor shall be paid for all services satisfactorily completed prior to the effective date of the termination.
- **b.** Without Cause for Convenience of School or Contractor. The School or the Contractor may terminate this Contract at any time, for any reason, by giving written notice to the other party of such termination, such notice to be given at least ninety (90) days prior to the effective termination date. If this Contract is cancelled pursuant to this section, the Contractor shall be paid for all services satisfactorily completed prior to the effective date of the termination.

#### 12. Consideration of Payment

- a. In return for performance of the services set forth herein, School will pay Contractor fees in accordance with the payment schedule set forth in Exhibit B. Exhibit B will continue to apply to all services performed by Contractor even if a school named in Section 14 terminates its agreement in accordance with the provisions of Section 14 unless and until School and Contractor agree to a new payment schedule, which schedule will replace Exhibit B.
- b. Contractor acknowledges that the fees paid to it are subject to reduction as set forth in the contract compliance performance and measurement (CCPM) program outlined in Section 14 of this Contract.

#### 13. Inspection and Acceptance

a. All work performed under the Contract shall be inspected and accepted in accordance with the RFP.

#### 14. Standards of Performance.

- a. The Contractor hereby acknowledges that the manner in which it performs the scope of work described in this Contract will be held to certain performance standards by the School and that meeting such standards is essential to the protection of both the School's students and the personnel Contractor utilizes to provide the services set forth herein. As a result, the Contractor's non-performance, as outlined in the schedule below, will result in a reduction of the amount of consideration due and payable from the School to the Contractor as provided herein (collectively, the "Liquidated Damages"). The tracking and enforcement of the Standards of Performance outlined in this document does not take effect until August 21 of each contract year. School shall have the right to apply the Liquidated Damages described below to the immediate subsequent bill as follows:
  - i. **For Performance Standards 1, 2, 3 and 4:** School shall have the right to apply the Liquidated Damages clause immediately upon any incident in which Contractor fails to meet the Performance Standard.
  - ii. For All Other Performance Standards: School shall not have the right to apply the Liquidated Damages clause (i) the Contractor fails to perform or otherwise performs below the standard of care described below; (ii) the School delivers written notice of the instance(s) of non-performance ("Notice of Non-Performance"); and (iii) the Contractor fails to cure the non-performance on or before the expiration of the ten (10) day period immediately following the date of the Notice of Non-Performance ("Cure Period"). Upon the Contractor's failure to cure the area of non-performance prior to the expiration of the Cure Period, the School shall reduce the consideration payable to the Contractor in the amount of the Liquidated Damages. If the Contractor fails to cure within the ten (10) day period, the Standards of Performance and their associated Liquidated Damages will be enforced for a period of 90 days at which time tracking and enforcement of the Standards of Performance will be reset. Contractor shall only be permitted to cure a failure to meet any single standard once during any ninety-day period and subsequent failures to meet a Performance Standard that has been previously cured during the ninety days following the cure shall confer upon the School the right to apply the Liquidated Damages. An election by School to not apply the Liquidated Damages as a result of any specific failure by Contractor to meet the Performance Standards shall not be considered a waiver by School to apply the Liquidated Damages to subsequent failures of Contractor to meet that Performance Standard.

Performance Standard	<u>Frequency</u>	<u>Liquidated Damage</u>

1. Contractor runs every contracted route every day that School is in session.	100%	\$150/failure
2. Camera/GPS equipment and all other Technology working correctly and turned on for every bus that is in service on each service day. Video is accessible for any specific bus upon request by School.	100%	\$15 per bus per day for which a documented failure to meet the Performance Standard occurs. A failure shall include Contractor's inability to provide requested video to the School upon request or School's written confirmation from one or more parents of the School of their inability to view one or more routes through the Zonar application.
3. Central desk staffed and available to answer calls from School's point of contact between 6:30 am and 5:30 pm every day that School is in session. Any message left is returned within 10 minutes.	100%	\$50/occurrence of a call that is either not answered and for which a message left by School's point of contact is not returned within 10 minutes during the specified hours.
4. Busses utilized don't meet the service time maximums set forth in Section 5a.	100%	\$100/per day in which a bus not meeting the Performance Standard is utilized by Contractor.
5. On-Time Performance (< 5 minutes late) – morning	>95%	\$50/occurrence (does not apply to first 10 schools days of each Year)
6. On-Time Performance (<5 minutes late) – afternoon	>95%	\$50/occurrence (does not apply to first 10 schools days of each Year)
7. Runs >20 minutes late	>99%	\$50/occurrence (does not apply to first 10 schools days of each Year)

8. Preventable Accidents	<1.5 per 100,000 miles operated	\$50/occurrence
9. Monitors/attendants on all buses required by IEP	100%	\$50/occurrence
10. State or other required vehicle inspection success rate (score) – Post inspection results shall be provided to the School within two (2) weeks of the completion of the inspection including the date of the occurrence of any deficiencies.	90+%	\$50/occurrence
11. Timely notification: All major accidents (with students on-board) and incidents involving students must be reported to the liaison for the School whose students were involved as expediently as possible but in all cases not longer than 30 minutes	100%	\$100/occurrence

b. The measurements of performance outlined above are to be calculated on a monthly basis on the last work day of each month and any reductions in consideration due to the Contractor as a result of a failure shall be applied to the next immediately due payment. The School shall not have a right to impose Liquidated Damages upon the Contractor in the event the Contractor fails to perform its duties or obligations provided in this Contract as a direct result of inclement weather, non-preventable accident or School related delays.

#### 15. Modifications

**a.** The School may, by written order to the Contractor, at any time during the term of the Contract, make changes within the general scope of the work;

and the Contractor agrees to perform such changed services. Increases or decreases for these changes typically shall be addressed through the daily rates. If such change increases or decreases the cost or time for providing the service, the parties, prior to performing the services, shall negotiate an equitable adjustment, which shall be appended to the Contract in writing. During the term of the Contract, unforeseen needs may arise calling for transportation services not specifically named in the Contract documents. The School and Contractor agree to negotiate transportation costs to address such unforeseen needs to the satisfaction of each.

No alterations, modifications, or variation in the terms of the Contract shall be valid unless made in writing.

- **b.** In the event that any of the four schools named in the RFP (Crossroads Charter Schools, Ewing Marion Kauffman School, KIPP KC Inc., and University Academy) choose not to continue participating in the Contract, the Contractor may request an adjustment to the daily rates between the remaining Schools and the Contractor. All requests for adjustment must be made in writing and must be approved by the parties.
- 16. **Indemnification**. Contactor shall defend and indemnify the School and its Board of Directors, President/CEO/Executive Director, officers, agents and employees, (collectively, "Indemnified Parties") from and against all third party claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorneys' fees and costs) ("Claims") which arise out of or relate to (1) death or bodily injury or (2) loss of or damage to real property resulting from any negligent act or willful misconduct of Contractor except to the extent that such losses result solely from the negligence, unlawful or wrongful acts of the Indemnified Parties or any other person acting in concert with them.

#### 17. Limitation of Liability

a. In no event shall the School be liable for any indirect, consequential, incidental, lost profits or similar expectancy damages out of the Contract. The School's total obligation under the Contract is the consideration specified herein.

#### 18. Unavailability of Funds

**a.** The School, at its sole discretion, may terminate or reduce the scope of the Contract if available funding is reduced for any reason.

#### 19. Access, Retention and Confidentiality of Records

- a. The Contractor agrees to provide the School and its agent(s) access to any records necessary to determine Contract compliance. The Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of at least three (3) years after the completion date of the Contract or the conclusion of any claims, litigation, or exception relating to the Contract taken by the School or any third party.
- b. Contractor understands that Contractor's records relating to any individual student (which shall hereafter be referred to as "Student Data", and which records may include, but are not limited to, the address of students, students on any specific bus routes, conduct issues with individual students, and disciplinary actions taken by the School with respect to any specific student) may be data that is considered an educational record under the Family Education Records Privacy Act (FERPA). FERPA requires that schools and their contractors maintain the confidentiality of such data and share those records only with specified individuals and contractors. Therefore, Contractor agrees to maintain the Student Data in confidence. Contractor further agrees that except as may be required by the order of a court of competent jurisdiction or governmental agency having jurisdiction, Contractor shall not release or distribute Student Data to any third party without first obtaining written consent from the School's Principal. Contractor acknowledges that the School shall be the party responsible for identifying those individuals/parties with whom the Student Data may be disclosed under the provisions of FERPA and Contractor will not attempt to make a determination as to those parties FERPA may permit the Student Data may be shared. Contractor shall forward all requests to review Student Data from any party (including, but not limited to, the parent(s) and/or guardian(s) of a student) to the School so that the School may validate that the requestor is permitted to review the Student Data. Contractor will comply with any instructions from the School regarding the process for permitting any individual to review Student Data.
- c. The School will use all reasonable practices and security procedures necessary to protect all electronic data that is transmitted between the parties under this Contract by (but not limited to) electronic transmission or the physical delivery of electronically recorded data. The Contractor agrees that it will protect the Confidential Information it receives according to commercially acceptable standards and no less rigorously than it protects its own Confidential Information. Specifically, the School shall implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentially, integrity, and availability of all electronically managed Confidential Information. Such protective measures shall include, but not be limited to, physical measures to secure data, ensuring authorized access to physical or electronic data, the use of up-to-date antivirus software to guard against viruses, worms, Trojan horses or other malware that may permit unauthorized access to data or may compromise the confidentiality,

integrity or authorized accessibility of data or associated information systems of the other party. Neither Schools nor Contractor shall introduce into electronic data transmitted between them under this Contract any virus, worm, Trojan horse or other malware that may permit unauthorized access to data or may compromise the confidentiality, integrity or authorized accessibility of data or associated information systems of the other party.

**20.** <u>Lobbying Restrictions.</u> The Contractor agrees to adhere to the rules and regulations as published in the Federal Register governing 31 U.S.C. 1352 and incorporates into the Contract by reference those provisions.

# 21. Notices and Correspondence

All notices and correspondence shall be sent by either party to the other party, in all matters dealing with the Contract, to the following addresses:

To the School:

University Academy
6801 Holmes Road, Kansas City, MO 64131

\_\_\_\_\_

To the Contractor: Apple Bus Company

230 E Main St, Box 155 Cleveland, MO 64734

Or any other address provided prior written notice is given to the other party.

**22. Status of Contractor and Subcontracting.** In the interpretation of this Contract and the relations between the Contractor and the School, the Contractor shall be construed as being an independent contractor employed to provide transportation services only. Neither the Contractor nor any of its employees shall be held or deemed in any way to be an agent, employee or official of the Contractor nor any of its employees shall be held or deemed in any way to be an agent, employee or official of the School. The Contractor shall be responsible for, and hold the School harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.

Contractor shall not be permitted to assign or otherwise subcontract its duties or obligations under this agreement to any third party unless it first obtains the written consent of the School.

23. **Location of Contractor.** The Contractor must maintain an office and buses must be housed within fifteen (15) miles or less of the School.

#### 24. No Waiver

The failure of either party, in one or more instances, to enforce one or more of the terms or conditions of the Contract documents, or to exercise any of its rights or privileges, or the waiver of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed as a waiver of a subsequent breach of the same by the other party.

## 25. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the remainder hereof; and in any such event, this Contract shall be construed and interpreted in all respects as if such invalid or unenforceable provision were omitted.

**26. Laws and Regulations.** The Contractor, and any subcontractors working within the scope of this Contract, shall comply with all laws, ordinances, rules and regulations of the School, the State of Missouri, and the Federal government.

# 27. Governing Law

The laws of the State of Missouri shall govern the Contract.

In Witness Whereof, the parties hereto have executed the Contract which is effective as of the date first written above.

Tony Klir	<mark>ie</mark>
Signature:	
Title:	
Date:	
Apple Bus	s Company
Signature:	
Title:	
Date:	

# **EXHIBIT A**

# MISSOURI MINIMUM STANDARDS FOR SCHOOL BUSES

**EXHIBIT B- Pricing Schedule for Year 1** 

# Base Service Fee: Home-to-School/School-to Home: 160 Day School Year

VEHICLE TYPE	4 Hours/Day	Additional Cost Over 4 Hours
		(in 15-minute increments)
Type B, C, or D Bus*	\$373.00 Double Route	\$24.58
	\$363.40 Single Route	
Type B, C, or D Bus with Air	\$394.58	\$24.58
Conditioning		
Type A Bus	\$373.00	\$24.58
Type A Bus with Wheelchair Lift	\$380.19	\$24.58
Type A Bus with Air Conditioning	\$401.77	\$24.58
Bus Aide or Monitor	\$137.86	\$8.40

#### Additional Fees:

Digital Camera Pricing: \$9.00 per bus per day.

Automated Vehicle Locating System: \$6.00 per bus per day.

Zonar Parent Access Portal/Tool: \$10.00 per bus per day.

Guaranteed Minimum Payment: If normal home to school route services are not provided due to in-person SCHOOL cancellation for any reason and the total number of days that normal route services are offered is less than 160, the SCHOOL will make a guaranteed payment for each day not run that is below 160 days. The Guaranteed Minimum Payment shall be 45% of the normal base service fee for each route which would include the monitor fee if one is regularly assigned. The count of days for the purpose of the Guaranteed Minimum Payment will be measured once the regular school year is complete, including any make-up days. If the SCHOOL requests alternate transportation services to be provided for the missed days (as example, for meal runs) and the rate for those services are equivalent or higher than the applicable base service fee, the day will be counted towards the minimum for specific routes that have alternative services.

For clarification purposes only, the following hypothetical scenarios are included to clarify the parties' agreement as to how the Guaranteed Minimum Payment would be calculated:

- a) SCHOOL calendar is 170 days, but in-person classes were only held for 165 days. No guarantee is due.
- b) SCHOOL calendar is 160 days, but in-person classes were only held for 155 days and no alternative services were provided on the missed days. The guaranteed minimum rate (45% of the route rate plus the monitor rate for any monitors assigned) would be assessed for 5 days.
- c) SCHOOL calendar is 160 days, but in-person classes were only held for 155 days. The SCHOOL requested meal runs with monitors paid at the base service fee rates for 5 days, but only for half of the regularly operating routes. For the routes that ran as meal runs, the counted days would be 160 and no guaranteed minimum payment would be assessed. For the remainder that did not have meal runs, the guaranteed minimum payment would be assessed.

## > 160 Days/Summer School Days

VEHICLE TYPE	2 Hours/Day	4 Hours/Day	Additional Cost Over 4 Hours (in 15-minute increments)
Type B, C, or D Bus*	\$ N/A	\$373.00 Double Route \$363.40 Single Route	\$24.58
Type B, C, or D Bus with Air Conditioning	\$ N/A	\$394.58	\$24.58
Type A Bus	\$ N/A	\$373.00	\$24.58
Type A Bus with Wheelchair Lift	\$ N/A	\$380.19	\$24.58
Type A Bus with Air Conditioning	\$ N/A	\$401.77	\$24.58
Bus Aide or Monitor		\$137.86	\$8.40

# **Extra Trips**

Service Type (Additional services	Per Hour	Minimum Number of Hours	Cost adjustment to
outside of the four-hour minimum			base rates in 15-
use per bus)			minute increments
Late Activity Bus	\$65.94	1 hour minimum if late	\$ N/A
		activity starts within 70	

		minutes of a regular dismissal time.  2 hours if late activity start is more than 70 minutes following regular dismissal time.	
Field Trips	\$65.94	2	\$ N/A
Driver Standing or Wait Time	\$65.94	N/A	\$ N/A

#### **Pricing Increases During Term:**

CONTRACTOR may increase all rates in Year 2 by a maximum of <u>4.0% over the fees charged in Year 1.</u>

CONTRACTOR may increase all rates in Year 3 by a maximum of <u>4.0% over the fees charged</u> in Year 2.

CONTRACTOR may increase all rates in Year 4 (if SCHOOL elects to exercise its right to extend the Agreement for Year 4) by an amount that is mutually agreed upon by the parties. Contractor shall be obligated to provide a proposal to School that sets forth the proposed rate increase for year 4 by no later than December 15<sup>th</sup> of Year 3.

CONTRACTOR may increase all rates in Year 5 (if SCHOOL elects to exercise its right to extend the Agreement for Year 5) by an amount that is mutually agreed upon by the parties. Contractor shall be obligated to provide a proposal to School that sets forth the proposed rate increase for year 5 by no later than December 15<sup>th</sup> of Year 4.

# Exhibit C: Contractor's Response To the Request for Proposal

# NEW BUSINESS

#### **AMENDMENT NUMBER 2**

This Amendment Number **2** (the "Amendment") is made and entered into this **22 day** of **June**, 20**21** by and between the Missouri Charter Public School Commission (hereafter, the "Sponsor"), and **UNIVERSITY ACADEMY CHARTER SCHOOL**, (hereafter, the "Charter School").

#### Section 1

#### Recitals

- A. The Sponsor and the Charter School entered into the Charter on **June 22, 2021**, thereby permitting the Charter School to maintain and develop UNIVERSITY ACADEMY CHARTER SCHOOL.
- B. The parties wish to reflect in this amendment their agreement to modify or waive Certain provisions of the performance contract. The agreement can be found in the Charter School board minutes dated **June 22**, **2021**, approved by the Board and the Missouri Charter Public School Commission minutes dated INSERT DATE STAFF REPORTED AMENDMENT TO COMMISSIONERS.

#### Section 2

#### Agreement

The parties, in consideration of the mutual promises, representations, and covenants herein, agree as follows:

<u>Section 2.1</u> [Section Title] of the [Performance Contract being amended] is hereby amended to read as follows:

University Academy will also offer a dedicated virtual track, K-12, following DESE's policies for virtual education. University Academy will open this track up as an option to parents starting in the 2021-2022 school year. The virtual track will feature live instruction and students will be expected to meet the same academic promotion criteria as students that are in-person. All SPED and 504 services will be delivered in the best setting possible, including in-person campus visits.

<u>Section 2.2</u> All other terms and conditions of the Charter School Agreement, including prior amendments remain in full force and effect in the same manner as set forth therein.

IN WITNESS WHEREOF, the parties hereto have executed the Charter as of the day and year stated below.

Robbyn G. Wahby, Executive Director Date
Missouri Charter Public School Commission
Sponsor

6/22/2021

University Academy Charter School

Date

Mrs. Katie Kwo Gerson

Chair, University Academy Charter School Board of Directors

#### **UNIVERSITY ACADEMY 2021-2022 CALENDAR** Building Hours: 7:00 a.m. - 3:00 p.m. — School Hours: 7:30 a.m. - 2:40 p.m. JANUARY JULY S M T W T F S 6801 Holmes Rd, KC, MO 64131 Phone 816-412-5900 SMTWTF 2 **3 4** 5 6 7 8 **1 2** 3 4 **5 6 7 8 9** 10 9 10 11 12 13 14 15 16 17 18 19 20 21 22 11 **12 13 14 15 16** 17 23 24 25 26 27 28 29 18 **19 20 21 22 23** 24 25 26 27 28 29 30 31 30 **31 NO STUDENTS - New Teacher Staff Development** Aug 6 AUGUST Aug 9-12 **NO STUDENTS - Staff Development FEBRUARY** SMTWTFS Aug 13 Meet the Teacher 2-6pm SMTWTFS Aug 16 **NO STUDENTS - Staff Development 2 3 4 5 6 7 Aug 17** First Day of School 1 2 3 4 5 8 **9 10 11 12 13** 14 7 8 9 10 11 12 15 **16 17** 18 19 20 21 13 **14** 15 16 17 18 19 Sep 6 **NO SCHOOL - Labor Day** 22 23 24 25 26 27 28 Sep 24 **NO STUDENTS - Staff Development** 20 21 22 23 24 25 26 29 30 31 27 **28** Oct 8 **End of Quarter 1** Oct 14-15 **NO CLASSES - P/T Conferences SEPTEMBER MARCH** S M T W T F S SMTWTFS Nov 1 **NO SCHOOL - Fall Break** Nov 22-26 **NO SCHOOL - Thanksgiving Break** 1 2 3 4 1 2 3 4 5 5 6 7 8 9 10 11 6 7 8 9 10 **11** 12 12 13 14 15 16 17 18 Dec 17 End of Quarter 2 13 **14 15 16 17 18** 19 **NO SCHOOL - Winter Break** 19 **20 21 22 23 <b>24** 25 Dec 20-31 20 **21 22 23 <b>24 25** 26 26 27 28 29 30 27 28 29 30 31 **NO STUDENTS - Teacher Work Day** Jan 3 **OCTOBER** Jan 4 **Students Return to School** APRIL S M T W T F S Jan 17 NO SCHOOL - Dr. Martin Luther King Day SMTWTFS 3 4 5 6 7 **8** 9 Feb 14 **NO STUDENTS - Staff Development** 1 2 10 **11 12 13 14 15** 16 Feb 21 NO SCHOOL - Presidents' Day 3 4 5 6 7 8 9 17 18 19 20 21 22 23 10 **11 12 13 14 <b>15** 16 24 25 26 27 28 29 30 Mar 11 End of Quarter 3 17 18 19 20 21 22 23 Mar 14-18 **NO SCHOOL - Spring Break** 24 25 26 27 28 29 30 31 Mar 24-25 **NO CLASSES - P/T Conferences NOVEMBER** Apr 15 **NO STUDENTS - Staff Development** M T W T F S MTWTFS 1 2 3 4 5 6 May 19 **Upper School Graduation** 1 2 3 4 5 6 7 7 8 9 10 11 12 13 May 20 **Last Day of School** 8 9 10 11 12 13 14 **NO SCHOOL - Memorial Day** 15 16 17 18 **19 20** 21 14 15 16 17 18 19 20 May 30 21 **22 23 24 25 26** 27 22 23 24 25 26 27 28 28 29 30 Jun 1 First Day of Summer School 29 **30 31** Jun 30 **Last Day of Summer School** DECEMBER JUNE SMTWTFS SMTWTFS 1 2 3 4 **1** 2 3 4 5 6 7 8 9 10 11 5 6 7 8 9 10 11 12 **13 14 15 16 17** 18 12 13 14 15 16 17 18 19 **20 21 22 23 24** 25 19 20 21 22 23 24 25 26 **27 28 29 30 31** 26 **27 28 29 30**

2021

Superintendent Tony Kline reserves the right to change the school calendar to respond to emergencies or other unforeseen circumstances that may affect the educational program or students' welfare. (Calendar Board Approved 05/25/2021)

167 Student School Days / 180 Teacher School Days

2022

#### MEMORANDUM OF UNDERSTANDING

	Thi	s M	emoranduı	m of U	nderst	and	ing (he	ereinaf	ter "M	OU"	) execu	ted t	his	day of	June
2021	and	is	effective	from	July	1,	2021	until	June	31,	2022,	by	and	between	the
			C	harter	Schoo	1 ("	the Scl	hool")	and _					, a	duly
organ	ized r	on-	profit orga	ınizatio	on cha	rter	ed und	er the l	aws of	f the	State of	Mis	souri	("Host Si	ite").
At tin	nes in	this	s MOU, the	e Scho	ol and	Но	st Site	may b	e refer	red to	collec	tivel	y as tl	he "Partie	s."

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 to explore innovate solutions to most 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.

# 1. RESPONSIBILITIES OF HOST SITE

- a. Under the direction of the School, provide pre-Kindergarten services to \_\_\_\_\_ 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 set by DESE.

- 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, hold a minimum of two (2) parent-teacher conferences 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' prior year Average Daily Attendance. Proposition C reimbursement to 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.
- 1. 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. Will review, implement and enforce the School's Parent/Student Handbook Policies and Procedures as they see fit. 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 eligible students meeting the School's residency requirements. Eligible students 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.
- 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 students' prior year 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 the 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, 2021, through June 30, 2022 ("Initial Term"), 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. <u>EMPLOYMENT VERIFICATION</u>

a. Prior to commencement of the Agreement effective date of July 1, 2021, 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, 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 website.
- 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. <u>Compliance with Laws and Policies</u>. Host Site agrees it will indemnify and hold the School, its 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 s 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 or national origin.

b. <u>Indemnity</u>: 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. <u>Relationship Between Parties</u>: 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. <u>Severability</u>: 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. <u>Caption and Headings</u>: 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. <u>Trademarks and Symbols</u>: 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. <u>Complete Agreement</u>. 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. <u>Amendment</u>: This Agreement may be amended at any time in writing between the School and Host Site.
- j. <u>Governing Law</u>: This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of Missouri.
- k. <u>Jurisdiction and Venue</u>: 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.
- 1. <u>Survival</u>: 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. <u>Counterpart Agreements</u>: 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. <u>Notices</u>: 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:	If to Host Site:
	EOF, the parties hereto have executed this Agreement by their dul of the date first set forth below.
HOST SITE	
Authorized Signatory	Date
CHARTER SCHOOL	
Authorized Signatory	Date

# MONTHLY BOARD TRAINING



# 2021-2022 University Academy Board of Directors' Meeting Dates

Tuesday, August 24, 2021	4:00 p.m.	Mayerberg Hall
Tuesday, September 28, 2021	4:00 p.m.	Mayerberg Hall
Tuesday, October 26, 2021	4:00 p.m.	Mayerberg Hall
Tuesday, November 16, 2021	4:00 p.m.	Mayerberg Hall
No Meeting	in December	
Tuesday, January 25, 2022	4:00 p.m.	Mayerberg Hall
Tuesday, February 22, 2022	4:00 p.m.	Mayerberg Hall
No Meetin	ng in March	
Tuesday, April 26, 2022	4:00 p.m.	Mayerberg Hall
Tuesday, May 24, 2022	4:00 p.m.	Mayerberg Hall
Tuesday, June 28, 2022  No Meets	4:00 p.m. ing in July	Mayerberg Hall