

## KC INTERNATIONAL ACADEMY

### CONFLICT OF INTEREST POLICY

Conflict of Interest (adopted and restated September 27, 2022)

#### A. Introduction:

Acting on its conviction that every child has a promise, KC International Academy (“KCIA”) provides urban-core children, including those who are at-risk, an individualized education that is balanced to develop character, intellect, creativity, and physical well-being.

Children are our future. They are our future parents, educators, researchers, politicians, and entrepreneurs. At KCIA, we want our future to be filled with self-sufficient, empathetic, knowledgeable citizens with hope for their future.

KCIA aspires to conduct its affairs in accordance with high ethical standards and in accordance with all applicable laws. This Conflicts of Interest Policy applies to all the members of KCIA’s Board of Directors and its officers, employees, staff, and volunteers. This policy replaces all previous conflicts of interest policies and is effective as of the date adopted.

KCIA shall observe and comply with all laws and regulations of Federal, State, and local governments related to the mission and purposes of KCIA. Serving with KCIA is a privilege, not a right. All those serving must avoid conduct giving the appearance of impropriety or conflict of interest, even if not unlawful or unethical.

Honesty and transparency, avoidance of conflicts between personal interests and those of KCIA, maintenance of KCIA’s reputation, integrity of KCIA’s resources, and serving to maximize KCIA’s mission serve as the foundations of this Conflicts of Interest Policy.

#### B. Definitions:

(1.) Interested Person – Any director, Board officer, employee, staff, volunteer, or member of a committee with Board-delegated powers who has a direct or indirect financial interest in a proposed transaction or arrangement is an “interested person” in connection with that proposed transaction or arrangement.

(2.) Disqualified Person – A “disqualified person” is any person who is or was in a position to exercise substantial influence over the affairs of KCIA at any time during the 5-year period ending on the effective date of the transaction, or any relative of such person within the 4<sup>th</sup> degree, by consanguinity or affinity.

(3.) Financial Interest – A person has a “Financial Interest” if the person has, directly or indirectly, through business, investment, family, or other close personal relationship-

(a.) An ownership or investment interest in any entity with which KCIA is engaged in a transaction or compensation arrangement,

(b.) An employment relationship or other compensation arrangement with KCIA,

(c.) an employment relationship or other compensation arrangement subject to the direction or control of any “Disqualified Person” participating in or economically benefiting from the proposed transaction or arrangement, or

(d.) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which KCIA is negotiating a transaction or arrangement.

(e.) Compensation - “Compensation” includes direct or indirect remuneration, as well as gifts or favors substantial in nature.

(4.) Excess Benefit Transaction – An “Excess Benefit Transaction” is any transaction in which an economic benefit is provided by KCIA directly or indirectly, to or for the use of, any Disqualified Person, and the value of the economic benefit provided exceeds the value of the consideration (including the performance of services) received by KCIA for providing such benefit.

#### C. Confidential Information:

(1.) In the fulfillment of KCIA’s mission, Confidential Information about KCIA, its students, their families, employees, staff, volunteers, vendors, Board members, contractors, and suppliers is necessarily communicated. All Confidential Information whether generated directly by KCIA or obtain from those with whom KCIA serves or does business must be safeguarded. The protection of Confidential Information applies to more than that information that is expressly designated or declared confidential, whether by agreement or application of law. The intentional or unintentional disclosure of information which is not publicly available the discounts potential could seriously affect KCIA, its students, their families, employees, staff, volunteers, vendors, Board members, contractors, suppliers, or others partnering with KCIA to fulfill KCIA’s mission.

(2.) “Confidential Information” includes oral, written, and electronic information. At no time may Confidential Information be removed from KCIA’s building or accessed electronically for any purpose other than the fulfillment of KCIA’s mission. Unless expressly authorized, necessary to conduct KCIA’s mission, or required by law or legal compulsion Confidential Information shall not be disclosed to anyone, except KCIA’ independent auditors, legal counsel, or regulatory examiners.

#### D. Duty to Disclose:

(1.) In Interested Person must disclose the existence of their Financial Interest in connection with any actual or possible conflict of interest. The duty to disclose includes disclosure to all Board Members, officers, and members of committees with Board-delegated powers considering the proposed transaction or arrangement.

C. Determining Whether a Conflict of Interest Exists:

(1.) After disclosure of the Financial Interest and all material facts relating to the possible conflict of interest, the Interested Person may voluntarily remove themselves from any further discussion or vote regarding the conflicted transaction or shall leave the Board or committee meeting while the remaining members determine if a conflict of interest exist. If a conflict of interest is determined to exist by the remaining members, the Disqualified Person shall refrain from attendance, participation and voting on the conflicted matter, except that the Disqualified Person may present the proposed transaction to the remaining disinterested Board or committee members and answer any questions, so long as the Disqualified Person is afforded no opportunities different than those afforded similarly situated proposed business arrangements. If a conflict of interest is determined not to exist, the remaining members shall document in writing the information disclosed to them, as well as the basis for determining that a conflict of interest does not exist.

(2.) In appropriate circumstances, the President or Chair may appoint a disinterested director or committee of directors to investigate alternatives to the proposed transaction or arrangement.

(3.) After exercising due diligence, the Board or committee shall determine whether KCIA can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity not giving rise to a conflict of interest.

(4.) If a more advantageous transaction or arrangement is not reasonably attainable, the Board or committee may determine by a majority vote of the remaining members whether the proposed transaction or arrangement is in KCIA's best interest and for its own benefit, whether the proposed transaction or arrangement is fair and reasonable to KCIA, and whether to enter into the proposed transaction or arrangement.

(5.) By example and not limitation, the following shall be considered a Conflict of Interest:

(a.) Naming, appointing, or employing by a director or employee of any relative within the 4<sup>th</sup> degree, by consanguinity or affinity,

(b.) Performing any service for KCIA, other than for compensation provided for by the performance of their official duties, in excess of \$500 per transaction or \$5,000 per annum, except on transactions made pursuant to an award on a contract let or sell made after public notice and competitive bidding, provided that the bid or offer is the lowest received,

(c.) Selling, renting or leasing any property to KCIA in excess of \$500 per transaction or \$5,000 per year, unless the transaction is made pursuant to an award on a contract let or sell made after public notice and in the case of property other than real property, competitive bidding, and provided that the bid or offer accepted is the lowest received,

(d.) Participating in any manner, directly or indirectly, in which they attempt to influence any decision, when they know the result of such decision may be the acceptance of

the performance of a service or the sale, rental, or lease of any property to KCIA for consideration in excess of \$500 per transaction or \$5,000 per year to the Disqualified Person or their spouse, dependent child, or business with which they are associated, unless the transaction is made pursuant to an award on a contract let or sell made after public notice and in the case of property other than real property, competitive bidding, and provided that the bid or offer accepted is the lowest received,

(e.) Performing any service for consideration, during one year after termination of their office or employment, by which performance they attempt to influence KCIA, or a decision of any employee of KCIA for which they had supervisory authority,

(f.) No director shall vote on matters pertaining to that director's family member's compensation,

(g.) Each director shall refrain from voting on any matter pertaining to the compensation of any other person who receives compensation, directly or indirectly from KCIA for services when the voting member otherwise has a conflict of interest with respect to such compensation transaction or arrangement,

(h.) Performing any service for any consideration for any person, firm or corporation after termination of their office or employment in relation to any contract with respect to which they were directly concerned or in which they personally participated during the period of his or her service or employment, or

(i.) No Board member, officer, employee, volunteer, or staff member shall seek or accept any gifts, payment, fees (other than ordinary compensation for employment or services), services, valuable privilege, vacation or pleasure trip, loan (other than conventional loans from lending institutions), or other favor from any person or business organization that does, or seeks to do, business with KCIA as consideration for doing business with KCIA. Nor shall they accept anything of value in exchange for referral of any person or business organization that does, or seeks to do, business with KCIA. The acceptance of personal gifts and benefits of nominal value distributed generally or routinely to others in the ordinary course of business shall not be considered a violation of this policy. Nominal value would generally include any gift having a fair market value of not more than \$250.

(6.) In no circumstances, shall KCIA entered into any transaction or other compensation arrangement with a Disqualified Person which constitutes an Excess Benefit Transaction. Consistent with the Internal Revenue Code and Internal Revenue Service regulations, KCIA shall not enter into any transaction or other compensation arrangement with a Disqualified Person, unless disinterested members of the directors investigate the terms of the proposed transaction or arrangement and determine that the transaction arrangement is not an Excess Benefit Transaction.

D. Violations of the Conflict of Interest Policy:

(1.) If the Board or committee has reasonable cause to believe that a member failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis of such belief and afford the member an opportunity to explain the alleged failure to disclose.

(2.) After hearing the response and making such further investigation, the Board or committee shall make a written finding of finding no failure to disclose or shall take appropriate corrective action, which may include disciplinary action against or expulsion or removal of the member.

F. Record of Proceedings:

(1.) The Board and all committees with Board-delegated powers shall maintain minutes of all meetings. Minutes shall contain:

(a.) The names of the persons present for discussions and votes relating to each item of business, a summary of the discussion, including any alternatives, and a record of any votes taken in connection therewith.

(b.) The names of each person disclosing or otherwise found to have a Financial Interest in connection with a possible conflict of interest, the nature of the Financial Interest, any action taken to determine whether a conflict of interest exist, and the Board or committee's decision as to whether a conflict of interest exist.

G. Sunshine Law:

(1.) KCIA believes that the education of its students and fulfillment of its mission is best served when patrons of KCIA and other members of the public have access to the meetings, votes, action and deliberations of the Board, as well as such other matters as required by and in accordance with the Missouri Sunshine Law, RSMo §610.010, *et seq.* Those purposes must also be balanced with the privacy, safety and welfare of our students, staff, personnel and operations.

(a.) RSMo §610.023.1 provides that a public governmental body is to appoint a custodian to maintain that body's records and the identity and location of the custodian is to be made available upon request.

(b.) RSMo §610.026 sets forth that a public governmental body shall provide access to and, upon request, furnish copies of public records.

(c.) RSMo §610.028.2 provides that a public governmental body shall provide a reasonable written policy in compliance with RSMo §§610.010, *et seq.*, regarding the release of information on any meeting, record, or vote.

(d.) The Director of Finance is appointed custodian of the records of KC International Academy and such custodian is located at 414 Wallace Ave., Kansas City, Missouri 64125.

(e.) Said custodian shall respond to all requests for access to or copies of a public record within the time period provided by statute except in those circumstances authorized by statute.

(f.) The fees to be charged for access to or furnishing copies of records shall be as hereinafter provided: \$.10 per page for paper copies 9 x 14 or smaller, plus an hourly fee for duplicating time not to exceed the average hourly rate of pay for clerical staff of KCIA. Research time may be billed at actual cost.

(g.) It is the public policy of KCIA that meetings, records, votes, actions, and deliberations of KCIA' Board of Directors and Board-delegated committees shall be open to the public except as provided by RSMo § 610.021(1)-(3) and (5)-(23), which records shall be closed as allowed by law.

(h.) KCIA shall comply with RSMo §610.010, *et seq.*, as now or hereafter amended.

(i.) All requests must be submitted in writing and delivered to the custodian of records at the above address using the Records Request Form suggested by the Missouri Attorney General's Office. Once a proper request is received, the custodian will provide a response, including estimated cost(s). Once the estimated cost(s) is paid by the requestor, responsive documents will be retrieved, copied and provided.

#### H. Annual Statements:

(1.) Each director, officer and committee member with Board-delegated power shall annually sign a statement which affirms that search such person:

(a.) Received a copy of the conflicts of interest policy,

(b.) Read and understands the policy,

(c.) Agreed to comply with the policy,

(d.) Understands that KCIA is a charitable organization, and

(e.) Understands that KCIA must comply with the conflicts of interest policy and must engage primarily in activities that accomplish one or more of its tax-exempt purposes, as required by law in order to maintain its federal tax exemption.

#### J. Periodic Reviews:

(1.) To ensure that KCIA operates in a manner consistent with its charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from Federal income tax, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following:

(a.) Whether compensation arrangements and benefits are not Excess Benefit Transactions and otherwise are reasonable and the results of arm's length bargaining, and

(b.) To Whether partnership and joint venture arrangements and such other arrangements with other organizations conform to written policies, are properly recorded, reflect reasonable payments for goods and services, further KCIA's tax-exempt purposes, are not excess benefit transactions and do not result in impermissible private benefit.

(c.) in conducting the periodic reviews KCIA may, but need not, use outside advisers. If outside advisers are used, their use shall not relieve the Board of its responsibility for ensuring the periodic reviews are conducted.

I ACKNOWLEDGE RECEIPT OF THE FOREGOING CONFLICTS OF INTEREST POLICY AND ACKNOWLEDGED THAT I READ AND UNDERSTOOD THE POLICY, AGREE TO CONFORM TO EACH OF THE VARIOUS STANDARDS AND POLICIES, UNDERSTAND THAT KCIA ELEMENTARY IS CHARITABLE ORGINAZATION AND IT MUST COMPLY WITH THE POLICY AND ENGAGE PRIMARILY IN ACTIVITIES THAT ACCOMPLISH ONE OR MORE OF ITS CHARITABLE PURPOSES IN ORDER TO MAINTAIN ITS TAX EXEMPT STATUS. EXCEPT AS EXPRESS DISCLOSED IN GREATER DETAIL, I AM AWARE OF NO CONFLICT OF INTEREST OR OTHER VIOLATION OF THE POLICY.

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Signature

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Dated