

DeLaSalle Education Center – Board of Directors

Board Meeting Agenda

Date: Aug 26, 2026

Time: 5 p.m.

Location: DeLaSalle High School

I. Opening

1. Call to Order –
2. Roll Call / Establishment of Quorum

II. Consent Calendar (All items approved in one motion unless removed)

1. Approval of Meeting Agenda
2. Approval of Previous Minutes
3. Approval of Check Registry / Monthly Financial Transactions

III. Public Comments

- Time allocated: 90 seconds per speaker
- Comments must pertain to items within Board authority
- **The Board will not respond to comments during the meeting**

IV. Governance Committee Report

V. Financial Committee Report

1. Financial Health
2. Year End Outcome

VI. Academic Committee Report

VII. Executive Director's Report

1. Start of School Update
2. Membership/Enrollment
3. Transportation
4. RWL Programs

IX. New Business -

- Engagement of Tolbert and OB's board rep
- Adoption of OB's MOU-discussion of exploratory team
- Finalized Calendar for Committee Meetings and Board Meetings

X. Closed Session (if needed)

(Must state statute, motion, second, roll call vote)

XII. Closing

1. Return to Open Session (if applicable)
2. Adjournment

DeLaSalle Education Center

Board Retreat 2026 – Meeting Minutes

Date: July 25, 2026

Meeting Called to Order: 9:11 AM

Location: CBIZ

I. Call to Order and Quorum

The Board Retreat was called to order at **9:11 AM**.

A quorum was present. **All board members were in attendance.**

One community member/parent was also present for the meeting.

II. Approval and Amendment of Agenda

- **M. Smith** moved to amend the agenda.
 - **B. Patterson** seconded the motion.
 - The motion was approved.
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III. Annual Meeting and Committee Structure

Annual Meeting

- Judge Cutler called for the establishment of an official annual meeting.
- The Board discussed holding the annual meeting in **June** to address Board updates, including the addition of Directors and other organizational matters.

Governance Committee

- **S. Sharp** questioned the timing and frequency of Governance Committee meetings, noting that the last official meeting had occurred approximately three months prior.
- **D. Cutler** emphasized the importance of establishing a consistent meeting schedule for the Governance Committee.
- The Board discussed the importance of regular committee meetings, noting that other committees already meet on a regular basis.

- The Governance Committee will meet on the **last Wednesday of each month at 9:30 AM.**
- The Governance Committee will adjust its meeting day/time as needed to align with the new Board meeting schedule.

Academic Committee

- **Bill Patterson** serves as Chair of the Academic Committee.
- The Academic Committee meets on the **second Wednesday of each month at 8:30 AM.**
- **Jonathan** will serve on the Academic Committee.

Finance Committee

- The Finance Committee meets on the **Monday afternoon prior to the monthly Board meeting.**
- **Tim** serves as Chair.

Public Access to Committee Meetings

- The Board discussed the requirement that committee meetings be open to the public.
- Committee meeting information and links should be posted on the organization's website.
- Each committee meeting should have meeting minutes.
- **Attorney Cutler** will provide a template for committee meeting notes/minutes.

IV. Development Committee

The Board discussed establishing a **Development Committee** to support fundraising activities, grant tracking, and development efforts across the district.

The committee would:

- Track fundraising activities and grants.
- Support the district's fundraising efforts.
- Assist with organizing and representing the district at fundraising events.
- Help strengthen the district's storytelling and communication around its work and impact.

The Board discussed the history of Board members contributing personally or through other organizations and noted that the Board has not made financial contributions in recent years.

The Board determined that the bylaws do not need to be amended in order to establish an additional committee.

- **J. Jackson** moved to establish a Development Committee.
- **S. Gering** seconded the motion.
- The motion was approved.

Development Committee Members: Bill, Jonathan, and Marshana

Co-Chairs: Jonathan and Marshana

Marshana will also serve on the Governance Committee.

V. Board Meeting Schedule

The Board discussed revising the regular Board meeting schedule.

The following schedule was approved:

- Regular Board meetings will be held on the **fourth Wednesday of each month**.
- Board meetings will be held **in person quarterly**, for a total of four in-person meetings annually.
- The Board Retreat, holiday meeting, spring break/March meeting, and annual June meeting will be held at **5:00 PM and in person**.

D. Cutler moved to move regular meetings to the fourth Wednesday of each month, with the exception of designated in-person meetings.

B. Patterson seconded the motion.

The motion was approved **unanimously**.

VI. Compensation and Degree Documentation

The Board discussed compensation adjustments associated with advanced degrees.

It was clarified that when an employee provides documentation verifying an advanced degree prior to receiving the applicable compensation increase, the increase will be reflected in the **next pay period**.

VII. Employee Handbook and Sexual Harassment Policy

The Board reviewed the employee handbook and sexual harassment policy.

- **Marshana** moved to approve the Employee Handbook.
- **Jonathan** seconded the motion.
- The motion was approved **unanimously**.

Board members will sign off on the sexual harassment policy and Employee Handbook as required.

VIII. Board Officer Elections

The Board discussed the election of officers.

The Board agreed to **wait to elect officers until additional Board members are in place**.

IX. Executive Session

- **S. Sharp** moved to enter a closed session to discuss legal litigation.
- **Marshana** seconded the motion.
- The motion to enter closed session was approved by all Directors.

The Board entered a closed session to discuss legal matters.

X. Budget and Financial Presentation

D. Cutler presented financial information to the Board.

- **Steve** highlighted that the organization's budget has approximately tripled year over year.
 - **Stalling** raised concerns that there may be gaps in the budget related to Tolbert, noting that there had not been sufficient time to fully assess Tolbert's needs.
 - **Cutler** explained that the budget can be brought back to the Board for additional review and revised as necessary to address Tolbert's needs.
-

XI. Executive Director Evaluation

The Board discussed the process for evaluating the Executive Director.

The Board noted that:

- The Board is responsible for ensuring that the Executive Director is evaluated.
- The Executive Director will establish goals in collaboration with the Board.
- A mid-year evaluation will be conducted to review progress toward established goals.
- The final evaluation will occur in **March**.
- Regular touchpoints throughout the year should ensure that there are no surprises during the final evaluation.
- Cutler will consult with Dan regarding the structure of the Executive Director evaluation process.
- **Steve** questioned who would be responsible for leading the Executive Director evaluation process.
- The Board noted that termination and bonus considerations have not yet been incorporated into the year-long evaluation process.

XII. Missouri Charter School Commission / Sponsorship

The Board discussed the district's relationship with its charter school sponsor and the renewal process.

Key points discussed:

- The Commission will send an invitation to submit an application for renewal. If an invitation is not received, the school is not being invited to pursue renewal at that time.
- Renewal considerations include both **fiscal responsibility and student academic performance**.
- Although the school is considered an alternative school, it is still expected to work toward bringing student assessment scores to state standards.
- Charter sponsors must be renewed by DESE every two years.
- Sponsors receive compensation for sponsoring charter schools.
- The Missouri Public Charter School Commission serves as the district's sponsor.
- The Commission was established in 2022 and consists of nine members appointed by the Governor.
- The Board discussed the Commission's accountability and oversight role.
- Steve emphasized that the district is accountable to the Commission rather than directly to the State for the terms outlined in its charter contract.
- Directors have specific responsibilities, including areas such as training and attendance.
- The district's scorecard tracks metrics tied directly to its contract with the Commission.

The Board also discussed reviewing the Board Best Practices information provided in the meeting materials/gallery.

XIII. Strategic Priorities for the Coming Year

The Board discussed priorities for the upcoming year, including programming across the K–12 network.

Literacy

- A significant focus will be placed on ensuring students are reading proficiently by third grade.

Middle School Engagement

- The district will focus on strengthening programming and engagement for students in grades 6–8, where enrollment and engagement tend to decrease.
- Sixth-grade students will participate in an OB experience and receive Real World Learning (RWL) opportunities.
- OB will serve as a partner with Tolbert.

Academic and Career Programming

- Continued emphasis will be placed on:
 - Dual enrollment
 - Health sciences
 - Real World Learning
 - Career-connected programming

Social-Emotional Support

- The district will place a strong emphasis on social-emotional support for students.

Kintsugi Academy

- Kintsugi Academy will develop a modified version of the Real World Learning model for its students.

Network Services

- Network-level services will be expanded.
- The goal is to provide resources through the Network rather than removing resources directly from individual schools.

Transportation and Enrollment

- Transportation will be managed at the **District Office** level.
- Enrollment will be managed through the **District Office**.

XIV. 21st Century Grant

The Board discussed the **\$1.5 million 21st Century grant** supporting after-school programming.

- A part-time staff member will manage the financial reporting requirements.
 - The position may potentially be expanded to full-time based on program needs.
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XV. Tolbert at DeLaSalle – Facilities and Long-Term Planning

The Board discussed the current facility arrangement for Tolbert and long-term facility planning.

- The district is currently paying a significant amount to rent the church facility housing Tolbert.
 - A three-year goal is to transition out of the current church facility.
 - The Board discussed a potential building acquisition located at **3801 Troost Avenue**.
 - The estimated purchase price is approximately **\$700,000**.
 - The district would have approximately three years to build capital toward a potential purchase.
 - The building is currently a church and may have historical significance; additional research is needed.
 - The property could potentially house a middle school or become part of the district's broader campus.
 - **Stalling** recommended that the Finance and Development Committees meet to discuss the potential purchase.
 - **Amanda** suggested contacting the Kansas City Historical Society to determine whether there are historical preservation requirements associated with the building.
 - The Board acknowledged that the transition and work associated with Tolbert will be challenging but expressed optimism about what can be accomplished.
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XVI. Tolbert Charter Status

The Board discussed the status of Tolbert's previous charter contract.

- Tolbert's previous contract has expired.
- The former Tolbert organization may be eligible to apply again under a different name, subject to applicable requirements.

Meeting dismissed at 11:30 am.



June 2026 Financials

PREPARED JUL'26 BY

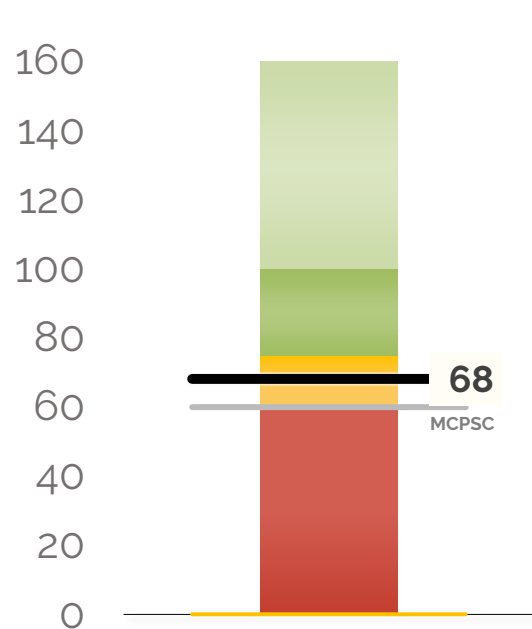


- **Executive Summary**
- **Key Performance Indicators**
- **Cash Forecast**
- **Forecast Overview**
- **State Funding**
- **Appendix**

- **Financial Health:** DLS closed the fiscal year with \$1.1M in cash. This represents 68 days of cash on hand.
- **Year End Outcome:** Overall cash position decreased by -\$360k this month, driven primarily by a local donation timing.
 - **Revenue Timing Shift:** Final revenue was adjusted downward to reflect a \$600k donation shifted for receipt in FY27.
 - **Operating Expenses:** Expense reduced -\$162k compared to the prior forecast, driven by strong year-end savings in occupancy and student expenses

Days of Cash

Cash balance at year-end divided by average daily expenses

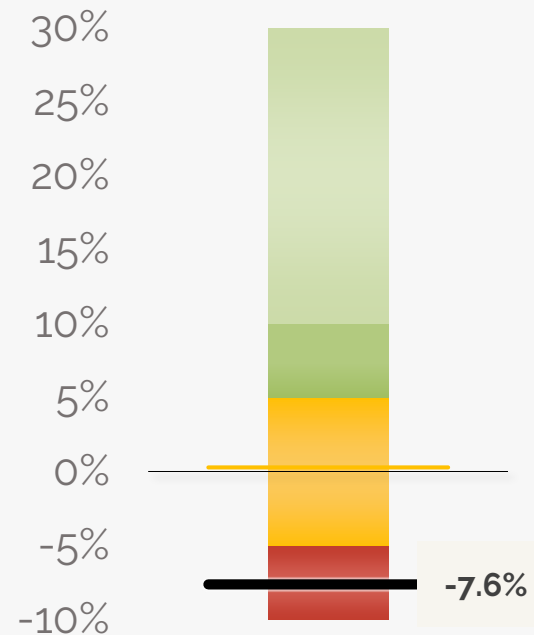


68 DAYS OF CASH AT YEAR'S END

The school will end the year with 68 days of cash. This is above the recommended 60 days

Gross Margin

Revenue less expenses, divided by revenue

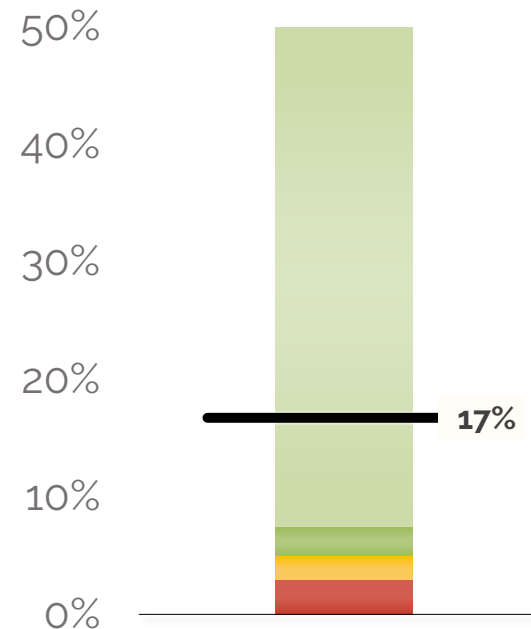


-7.6% GROSS MARGIN

The forecasted net income is -\$406k, which is \$420k below the budget. It yields a -7.6% gross margin.

Fund Balance %

Forecasted Ending Fund Balance / Total Expenses

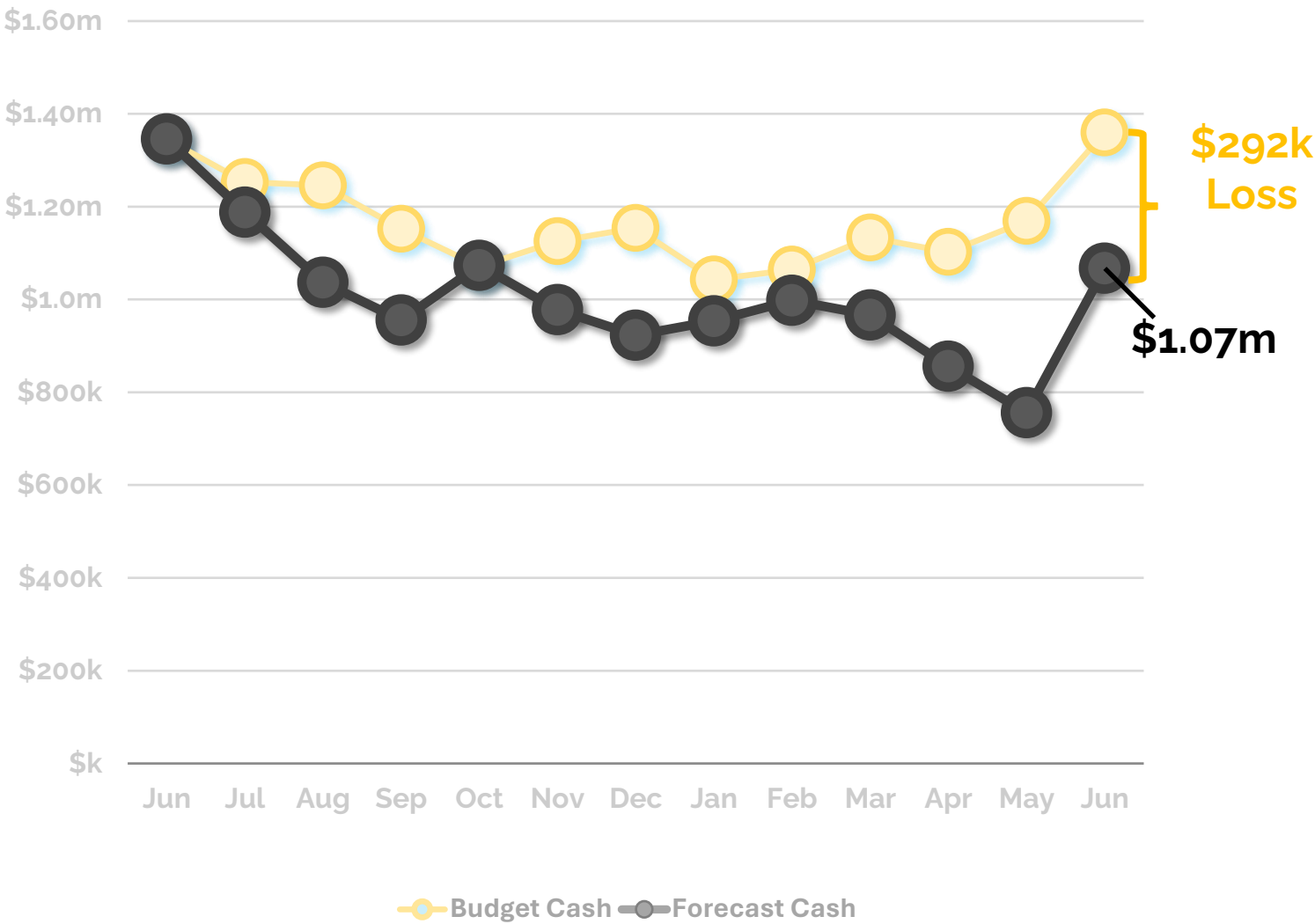


16.75% AT YEAR'S END

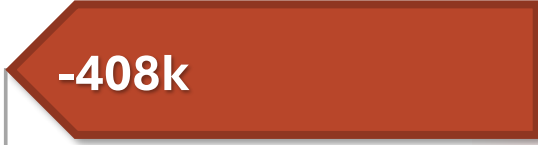
The school is projected to end the year with a fund balance of \$958,109. Last year's fund balance was \$1,236,419.

68 Days of Cash at year s end

We forecast the school s year ending cash balance as **\$1.1m**, **\$292k** below budget.



Forecast Overview

	Forecast	Budget	Variance	Variance Graphic	Comments
Revenue	\$5.3m	\$5.3m	-\$13k		Grants and donation offset state PY-\$500k adjustment \$600k of previously forecast donations to be received in FY27.
Expenses	\$5.7m	\$5.3m	-\$408k		Personnel- unplanned salaries/benefits increase. \$250k in grant expense offset by state Grant Bond expenses offset by corresponding revenue
Net Income	-\$406k	\$14k	-\$420k		
Cash Flow Adjustments	\$128k	0	\$128k		Donations recognized in prior year, received in FY26.
Change in Cash	-\$278k	\$14k	-\$293k		

State Funding Formula: Calculation

	Budget		Current Forecast	Prior MTH Forecast	Comp to Prior MTH	Annual Impact
WADA	254	CWW (Combined WAM WADA)	234.01	234.01		
\$/WADA	\$15,000	\$/CWW	\$14,628	\$14,500		
Sponsor Fee	\$57,150	Sponsor Fee	\$50,896	\$50,896		
Prior Year Adj	(\$63,000)	Prior Year Correction	(\$258,148)	(\$258,833)		
Basic Formula	\$3,690,578	Basic Formula	\$3,113,673	\$3,083,379	\$30,295	(\$576,904)

- DESE issued a Prior Year Correction of (\$258,148). This includes the DLS PYC and DESE updated Charter Payment rate from FY25.
- Please note that our Combined WAM WADA (CWW) forecast is an estimate based on current enrollment and attendance.



QUESTIONS?

Please contact your EdOps Finance Team:

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816-985-5144

EdOps 2017-2026

	Year-To-Date			Annual Forecast			Remaining	Rem %
	Actual	Budget	Variance	Forecast	Budget	Variance		
Revenue								
Local Revenue	359,080	356,698	2,382	359,080	356,698	2,382	-	0%
State Revenue	3,429,197	3,690,883	(261,686)	3,429,197	3,690,883	(261,686)	-	0%
Federal Revenue	569,688	509,638	60,050	569,688	509,638	60,050	-	0%
Private Grants and Donations	830,890	700,000	130,890	830,890	700,000	130,890	-	0%
Earned Fees	125,862	70,000	55,862	125,862	70,000	55,862	-	0%
Total Revenue	5,314,717	5,327,219	(12,502)	5,314,717	5,327,219	(12,502)	- 1	
Expenses								
Salaries	2,499,109	2,446,560	(52,549)	2,499,109	2,446,560	(52,549)	-	0%
Benefits and Taxes	689,907	680,881	(9,026)	689,907	680,881	(9,026)	-	0%
Staff-Related Costs	111,427	135,500	24,073	111,427	135,500	24,073	-	0%
Rent	12,002	24,000	11,998	12,002	24,000	11,998	-	0%
Occupancy Service	515,858	562,560	46,702	515,858	562,560	46,702	-	0%
Student Expense, Direct	1,062,336	730,830	(331,507)	1,062,336	730,830	(331,507)	-	0%
Student Expense, Food	89,924	60,000	(29,924)	89,924	60,000	(29,924)	-	0%
Office & Business Expense	533,091	468,583	(64,508)	533,091	468,583	(64,508)	-	0%
Transportation	194,598	204,000	9,402	194,598	204,000	9,402	-	0%
Total Ordinary Expenses	5,708,252	5,312,913	(395,338)	5,708,252	5,312,913	(395,338)	-	0%
Total Expenses	5,720,702	5,312,913	(407,788)	5,720,702	5,312,913	(407,788)	- 2	
Net Income	(405,985)	14,306	(420,290)	(405,985)	14,306	(420,290)	- 3	
Cash Flow Adjustments	127,675	-	127,675	127,675	-	127,675	- 4	
Change in Cash	(278,310)	14,306	(292,616)	(278,310)	14,306	(292,616)	- 5	

1 REVENUE: \$13K BEHIND

2 EXPENSES: \$408K BEHIND

3 NET INCOME: \$420K behind

4 CASH ADJ:\$128K AHEAD

5 NET CHANGE IN CASH:
\$293K BEHIND

Income Statement	Actual												Forecast
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
													TOTAL
Revenue													
Local Revenue	29,972	30,842	29,103	29,879	34,707	29,314	29,257	29,149	29,388	29,207	29,014	29,247	359,080
State Revenue	266,111	259,575	282,879	448,068	283,326	282,482	214,319	275,377	228,780	279,401	246,403	362,477	3,429,197
Federal Revenue	0	200	3,450	116,002	75,746	30,600	93,165	43,126	46,399	19,666	26,089	115,246	569,688
Private Grants and Donations	25,836	18,610	12,188	73,181	26,520	45,429	52,371	36,778	125,637	88,198	77,421	248,722	830,890
Earned Fees	0	0	0	0	745	16,679	14,200	156	50,355	7,040	36,178	510	125,862
Total Revenue	321,919	309,226	327,619	667,129	421,044	404,504	403,312	384,586	480,559	423,511	415,105	756,202	5,314,717
Expenses													
Salaries	223,754	196,897	197,638	225,448	204,178	202,341	225,466	201,349	199,183	225,960	196,842	200,052	2,499,109
Benefits and Taxes	53,085	55,097	56,374	57,749	57,767	56,423	58,640	56,792	58,670	58,863	63,717	56,731	689,907
Staff-Related Costs	3,120	7,605	3,076	13,849	2,569	12,433	10,199	8,033	4,203	2,142	15,651	28,548	111,427
Rent	0	0	0	0	2,000	2,000	4,001	0	0	0	4,001	0	12,002
Occupancy Service	26,492	35,860	44,609	38,523	38,110	74,260	35,933	42,004	51,547	48,594	39,650	40,276	515,858
Student Expense, Direct	86,086	75,142	46,780	122,408	177,974	53,978	44,345	83,240	128,962	67,927	118,967	56,527	1,062,336
Student Expense, Food	0	0	3,587	8,404	8,631	4,970	11,268	6,362	8,382	20,585	14,184	3,550	89,924
Office & Business Expense	42,689	52,735	33,590	44,156	65,215	35,505	39,147	42,476	40,018	65,073	36,848	35,639	533,091
Transportation	2,382	25,865	17,801	19,474	20,181	14,352	14,189	17,343	17,089	14,364	14,210	17,349	194,598
Total Ordinary Expenses	437,608	449,200	403,455	530,010	576,626	456,262	443,186	457,599	508,055	503,508	504,070	438,671	5,708,252
Operating Income	-115,689	-139,974	-75,836	137,119	-155,582	-51,758	-39,874	-73,013	-27,496	-79,997	-88,965	317,531	-393,535
Extraordinary Expenses													
Facility Improvements	12,450	0	0	0	0	0	0	0	0	0	0	0	12,450
Total Extraordinary Expenses	12,450	0	0	0	0	0	0	0	0	0	0	0	12,450
Total Expenses	450,058	449,200	403,455	530,010	576,626	456,262	443,186	457,599	508,055	503,508	504,070	438,671	5,720,702
Net Income	-128,139	-139,974	-75,836	137,119	-155,582	-51,758	-39,874	-73,013	-27,496	-79,997	-88,965	317,531	-405,985
Cash Flow Adjustments	-29,109	-11,648	-5,525	-18,947	59,846	-3,211	70,728	117,337	-3,832	-30,664	-10,985	-6,316	127,675
Change in Cash	-157,248	-151,622	-81,361	118,172	-95,735	-54,969	30,854	44,324	-31,328	-110,661	-99,950	311,215	-278,310
Ending Cash	1,188,354	1,036,732	955,371	1,073,543	977,807	922,838	953,692	998,016	966,688	856,027	756,076	1,067,292	

	Previous Year End	Current	Year End
Assets			
Current Assets			
Cash	1,345,602	1,067,292	1,067,292
Accounts Receivable	399,852	100,001	100,001
Other Current Assets	15,194	18,221	18,221
Total Current Assets	1,760,648	1,185,514	1,185,514
Total Assets	1,760,648	1,185,514	1,185,514
Liabilities and Equity			
Liabilities			
Current Liabilities			
Other Current Liabilities	465,769	355,079	355,079
Accounts Payable	58,460	0	0
Total Current Liabilities	524,229	355,079	355,079
Total Long-Term Liabilities	0	0	
Total Liabilities	524,229	355,079	355,079
Equity			
Unrestricted Net Assets	1,236,419	1,236,419	1,236,419
Net Income	0	-405,985	-405,985
Total Equity	1,236,419	830,434	830,434
Total Liabilities and Equity	1,760,648	1,185,514	1,185,514

Check Register by Type

Payee Type: Vendor		Check Type: Automatic Payment			Checking Account ID: 1		
Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Check Amount
3858	06/09/2026	X			EVERON	EVERON	1,045.56
3873	06/28/2026	X			ROADRUNNER	Roadrunner Recycling	560.94
3887	06/12/2026	X			GUIDEONE	GUIDE ONE	8,944.80
3888	06/04/2026	X			PRINCIPAL	PRINCIPAL INSURANCE	1,836.67
3889	06/14/2026	X			KCMO	KC WATER SERVICES DEPARTMENT	728.29
3890	06/03/2026	X			BCBS	BLUE CROSS BLUE SHIELD OF KANSAS CITY	20,493.29
3891	06/19/2026	X			EVERGY	EVERGY	5,486.30
3892	06/18/2026	X			CHARTERCOM	TIME WARNER CABLE ENTERPRISES	208.95
3893	06/22/2026	X			SPIRE	SPIRE	344.43
3912	06/15/2026	X			DIVVY	CC - DIVVY	8,305.86
Checking Account ID: 1					Void Total:	0.00	Total without Voids: 47,955.09
Check Type Total:		Automatic Payment			Void Total:	0.00	Total without Voids: 47,955.09

Payee Type: Vendor		Check Type: Check			Checking Account ID: 1		
Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Check Amount
34334	06/11/2026	X			STEWKAM	Kamiya Stewart	1,000.00
88395210	06/01/2026	X			COLLPRI	Princess Collins	400.00
88395211	06/01/2026	X			BREEMAR	MARGARET BREECE	1,358.12
88395212	06/01/2026	X			ELLIAUDR	Audreanna Elliott	3,334.00
88395213	06/01/2026	X			HENRDOR	DORETHA HENRY	3,500.00
88397824	06/01/2026	X			MPCONCRETE	MP Concrete LLC	5,800.00
88397825	06/01/2026	X			FLEXIBLE	Flexible Educators	232.50
88397826	06/01/2026	X			JOEJOES	Joe Joe's Catering	2,308.17
88397827	06/01/2026	X			ACT	ACT INC	351.00
88397828	06/01/2026	X			UNIVCHI	UNIVERSITY OF CHICAGO	12,000.00
88397829	06/01/2026	X			TOSHIBA	TOSHIBA FINANCIAL SERVICES	2,030.34
88398297	06/01/2026	X			INNOVATIV	INNOVATIVE OPTIONS	426.00
88398298	06/01/2026	X			DANACOLE	Dana Coleman Consulting	1,600.00
88398299	06/01/2026	X			PROGELECTR	Progressive Electronics	3,703.00
88399235	06/01/2026	X			BREEMAR	MARGARET BREECE	60.00
88399236	06/01/2026	X			MCFATAL	Talitha McFadden-James	240.00
88399237	06/01/2026	X			ELLIAUDR	Audreanna Elliott	680.00
88399238	06/01/2026	X			LOTTALT	Altha Lott-Vaughn	2,912.00
88400421	06/02/2026	X			BUNNKUR	Kurt Bunnelle	3,231.00
88410154	06/08/2026	X			TMOBILE	T-MOBILE	930.93
88410219	06/08/2026	X			K12	K12 ITC, INC.	5,177.39
88410407	06/08/2026	X			BODFEMI	EMILY BODFISH	296.80
88410408	06/08/2026	X			PEPTALK	PepTalk Speech Therapy	900.00
88427960	06/12/2026	X			YOUTHGUIDE	Youth Guidance	30,000.00
88433885	06/15/2026	X			ELLIAUDR	Audreanna Elliott	3,334.00
88456985	06/16/2026	X			MATTKOR	Korea Matthews	87.00
88457382	06/16/2026	X			BREEMAR	MARGARET BREECE	110.50
88457383	06/16/2026	X			LOTTALT	Altha Lott-Vaughn	630.00
88457384	06/16/2026	X			PSI	PSI SERVICES LLC	650.00
88457385	06/16/2026	X			PAYPOOL	Paypool LLC	1,372.25
88457386	06/16/2026	X			TAYLJAC	Jack Taylor	1,525.00
88457387	06/16/2026	X			LOWELOU	Louis Lowe	1,525.00
88457388	06/16/2026	X			DANACOLE	Dana Coleman Consulting	2,450.00
88457389	06/16/2026	X			EMBERBLOOM	Ember and Bloom Therapy LLC	3,300.00
88457390	06/16/2026	X			FRONTLNPR	FRONTLINE PROTECTION SERVICES LLC	6,000.00
88457391	06/16/2026	X			EDOPS	EDOPS	7,500.00
88484587	06/17/2026	X			SOULBIRD	Dalene DePriest	900.00
88519606	06/22/2026	X			STAPLES	STAPLES ADVANTAGE	233.52
88519672	06/22/2026	X			JOSTENS	JOSTENS	20.95
88519914	06/22/2026	X			EVERGY	EVERGY	366.66
88524673	06/23/2026	X			JOEJOES	Joe Joe's Catering	620.80
88524674	06/23/2026	X			HIGENES	Hi-Gene's Janitorial Service, Inc	9,566.92
88525619	06/23/2026	X			WILMERI	ERIN WILMORE	312.30
88525620	06/23/2026	X			HOPSKIP	HopSkipDrive, Inc.	1,540.96

Check Register by Type

Payee Type: Vendor		Check Type: Check			Checking Account ID: 1		
Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Check Amount
88525621	06/23/2026	X			FRONTLNPR	FRONTLINE PROTECTION SERVICES LLC	1,600.00
88525622	06/23/2026	X			EXCELERATE	ExceleratED	6,900.00
88525623	06/23/2026	X			JAMES	JAMES W. TIPPIN & ASSOCIATES	6,600.00
88529556	06/24/2026	X			MCFATAL	Talitha McFadden-James	90.00
88529557	06/24/2026	X			BREEMAR	MARGARET BREECE	235.00
88529558	06/24/2026	X			LOTTALT	Altha Lott-Vaughn	444.00
88529559	06/24/2026	X			ELLIAUDR	Audreanna Elliott	1,216.00
88529560	06/24/2026	X			SOULBIRD	Dalene DePriest	1,326.91
88539219	06/26/2026	X			KELLER	KELLER FIRE & SAFETY, INC.	644.65
88539220	06/26/2026	X			TORREDW	Edwyn Torres-Soto	390.00
88539221	06/26/2026	X			BREWKHA	Khaliah Brewster	360.00
88539222	06/26/2026	X			SUMMMEL	Melijah Summers	330.00
88539223	06/26/2026	X			TERHMAR	Marissa Terhune	300.00
88539224	06/26/2026	X			TAYLIVE	Iveon Taylor	270.00
88539225	06/26/2026	X			MINEMAL	Malachi Miner	300.00
88539226	06/26/2026	X			STERICYCLE	STERICYLCLE, INC	15.75
88539227	06/26/2026	X			FLEXIBLE	Flexible Educators	232.50
88539228	06/26/2026	X			POMPSTIRE	CC - POMPS TIRE 123	1,140.33
88539229	06/26/2026	X			JOEJOES	Joe Joe's Catering	620.80
88539230	06/26/2026	X			TOSHIBA	TOSHIBA FINANCIAL SERVICES	2,030.34
88539231	06/26/2026	X			RPDC	RPDC - KANSAS CITY	80.00
88539232	06/26/2026	X			DESTINATIO	Destination Athlete of Kansas City	570.00
88539233	06/26/2026	X			DESTINATIO	Destination Athlete of Kansas City	1,560.00
88539234	06/26/2026	X			DESTINATIO	Destination Athlete of Kansas City	360.00
88539449	06/26/2026	X			TMOBILE	T-MOBILE	363.60
88539560	06/26/2026	X			JOSTENS	JOSTENS	76.95
88539819	06/26/2026	X			STONDAN	Dannyelle Stone	90.00
88539820	06/26/2026	X			BREEMAR	MARGARET BREECE	221.00
88539821	06/26/2026	X			CRAILON	Lonecia Craig	300.00
88539822	06/26/2026	X			LUCAMAL	Maleigha Lucas	330.00
88539823	06/26/2026	X			JOHNZUR	Zurriel Johnson	330.00
88539824	06/26/2026	X			WILLFAI	Faizon Williams	330.00
88539825	06/26/2026	X			PIERJAL	Jalil Pierce	360.00
88539826	06/26/2026	X			HUDSLAR	Larry Hudson	390.00
88539827	06/26/2026	X			DEWBKHL	Khloe Dewberry	420.00
88539828	06/26/2026	X			LOTTALT	Altha Lott-Vaughn	522.00
88539829	06/26/2026	X			SOULBIRD	Dalene DePriest	900.00
88539830	06/26/2026	X			DANACOLE	Dana Coleman Consulting	1,000.00
88539831	06/26/2026	X			TAYLJAC	Jack Taylor	1,475.00
88539832	06/26/2026	X			LOWELOU	Louis Lowe	1,475.00
88539833	06/26/2026	X			ELLIAUDR	Audreanna Elliott	3,484.00
Checking Account ID: 1					Void Total:	0.00	Total without Voids: 164,200.94
Check Type Total: Check					Void Total:	0.00	Total without Voids: 164,200.94
Payee Type Total: Vendor					Void Total:	0.00	Total without Voids: 212,156.03
Grand Total:					Void Total:	0.00	Total without Voids: 212,156.03

Invoice Listing - Summary

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Check Date</u>	<u>Checking Account ID</u>	<u>Check Number</u>	<u>CC:</u>	<u>Invoice Amount</u>
ADOBE	ADOBE INC	2026 06 DLS DIVVY	Adobe Inc	05/21/2026	06/15/2026	1	3912	X	19.99
AMAZON	AMAZON	2026 06 DLS DIVVY	AMAZON RETA* OZ7HC6WE3	05/23/2026	06/15/2026	1	3912	X	205.40
BAMBOO	BambooHR LLC	2026 06 DLS DIVVY	BambooHR HRIS	06/04/2026	06/15/2026	1	3912	X	690.69
AIRBNB	CC - AIRBNB	2026 06 DLS DIVVY	AIRBNB * HMS2TQ8W9N	06/05/2026	06/15/2026	1	3912	X	2,471.36
BP	CC - BP	2026 06 DLS DIVVY	BP#9496811WESTPORT PLAZA	05/16/2026	06/15/2026	1	3912	X	200.00
DMV	CC - DEPT OF MOTOR VEHICLES	2026 06 DLS DIVVY	MOTOR VEHICLE DEPT OF STA	06/02/2026	06/15/2026	1	3912	X	68.08
DOLLARGEN	CC - DOLLAR GENERAL #14255	2026 06 DLS DIVVY	DOLLAR-GENERAL #2605	05/20/2026	06/15/2026	1	3912	X	16.14
JACKSTACK	CC - JACK STACK FREIGHT HOU	2026 06 DLS DIVVY	JACK STACK BBQ FREIGHT HO	05/28/2026	06/15/2026	1	3912	X	400.90
SHERWIN	CC - SHERWIN-WILLIAMS707209	2026 06 DLS DIVVY	SHERWIN-WILLIAMS707209	06/11/2026	06/15/2026	1	3912	X	658.11
TRUMANHERI	CC - Truman Heritage Habita	2026 06 DLS DIVVY	Truman Heritage Habita	05/27/2026	06/15/2026	1	3912	X	20.00
WINDSTAR	CC WINDSTAR	2026 06 DLS DIVVY	WINDSTAR LINWOOD	05/21/2026	06/15/2026	1	3912	X	1,028.22
COSTCO	COSTCO MEMBERSHIP	2026 06 DLS DIVVY	COSTCO WHSE #0375	05/16/2026	06/15/2026	1	3912	X	296.41
GOOGLE	GOOGLE STORAGE	2026 06 DLS DIVVY	GOOGLE *Google One	06/06/2026	06/15/2026	1	3912	X	2.29
HOMEDEPOT	HOME DEPOT CREDIT SERVICES	2026 06 DLS DIVVY	THE HOME DEPOT #3021	05/21/2026	06/15/2026	1	3912	X	88.13
JSFISH	J'S FISH AND CHICKEN MARKET	2026 06 DLS DIVVY	J'S FISH AND CHICKEN MAR	05/22/2026	06/15/2026	1	3912	X	98.98
MCDONALDS	MCDONALDS	2026 06 DLS DIVVY	MCDONALD'S F35899	06/06/2026	06/15/2026	1	3912	X	63.75
PHILLIPS66	PHILLIPS 66-CONOCO-76	2026 06 DLS DIVVY	PHILLIPS 66 - BROOKLYN XP	05/16/2026	06/15/2026	1	3912	X	175.00
PIZZAHUT	PIZZA HUT - CC	2026 06 DLS DIVVY	PIZZA HUT 004710	05/16/2026	06/15/2026	1	3912	X	214.95
SAMSCLUB	SAM'S CLUB/SYNCHRONY BANK	2026 06 DLS DIVVY	SAMS CLUB.COM	05/15/2026	06/15/2026	1	3912	X	351.42
SOUTHWEST	SOUTHWEST AIRLINES	2026 06 DLS DIVVY	SOUTHWES 5262165827741	06/03/2026	06/15/2026	1	3912	X	746.60
TACOBELL	TAC BELL - CC	2026 06 DLS DIVVY	DD *DOORDASH TACOBELL	06/13/2026	06/15/2026	1	3912	X	91.48
TOBLERS	TOBLERS CENTRAL	2026 06 DLS DIVVY	TLF*TOBLERS CENTRAL DESIG	05/17/2026	06/15/2026	1	3912	X	264.45
UBER	UBER	2026 06 DLS DIVVY	UBER *TRIP	05/15/2026	06/15/2026	1	3912	X	77.88
WALMART	WALMART COMMUNITY/RFCSSLC	2026 06 DLS DIVVY	WAL-MART #4553	06/02/2026	06/15/2026	1	3912	X	55.63

Report Total: 8,305.86

Executive Director's Report

August 23, 2026

Start of School Update

School started on Wednesday, August 19th. The day was filled with joy and it felt good to return to normal routines. Each school had its successes and slight concerns. Nothing raises to the level of urgency or crises. Overall, each campus has set itself to have a successful year. The buildings are fully staffed. The systems can sustain the stress test of parents, staff, and students. The leaders were ready for the challenge.

Tolbert

3 out of 4 busses were on time and students were there. Many parents chose to bring children to school. Parents and students were in good spirits. Biggest concerns: 3rd party bus vendor was 30 minutes late for school and then was late on Day 2 taking students home. Small concern: Operation Breakthrough is late with transportation taking students learning labs.

DLS High School

Students came to school and we were excited to see friends and staff. Routines and processes were good. There was ample coverage at the start and end of the day. Students were excited with new furniture and the lunchroom was a hit. Biggest concerns: One of the DLS bus was late getting students homes. This issue was resolved on Day 2. Slight concern with a staff member resigning in the day before the start of school. School has a plan to replace that staff.

Membership/Enrollment

Numbers are a touch lower than anticipated. But there is optimism with late enrollment and staff outreach to students have not reported to school yet.

Projected	674	Actual Membership (August 24 th)	670
DeLaSalle + Kintsugi	220	DLS + Kintsugi	206
Tolbert	300	Tolbert	296
Breakthrough Academy	120	Breakthrough Academy	122
Pre-K (OB and Tolbert)	34	Pre-K (OB + Tolbert)	42

Transportation

Goal:

To provide safe, reliable, and efficient transportation while continuing to improve our systems and processes throughout the school year while engaging parent and student voice.

Fleet Overview

- 4 full-size busses
- 1 mid-size busses
- 2 small charter busses
- 1 passenger van

Staff

- 3 full-time drivers
- 1 full-time coordinator
- 1 half-time coordinator

Routes

Three routes are tiered between Tolbert and DLS. Those routes are running on time and with efficiency. We have one route that serves Tolbert only. This is a 3rd party carrier and there have been problems with that route. The timeliness of this route is the problem. We are addressing this inefficiency of this route. There is a 90 day clause to break the contract on this route. We are monitoring this issue closely.

Future Transportation Plans and Improvements

- Installing cameras on all busses
- Driver DLS Branded Safety Vests
- Adding Part Time or Full Time Driver

Real World Learning Programs

Goal: From Exploration to Opportunity to Success, we will ensure every student has equitable access to career-connected learning experience, industry partnerships, and Market Value Assets that prepare them to contribute, lead, and succeed in post-secondary/future plans beyond high school.

Tolbert

- Grades 4–5 RWL Programming: Currently exploring Real World Learning (RWL) options for grades 3–5.
The initial goal was for WeCodeKC to provide one Monday–Friday RWL period from 11:35 a.m.–12:30 p.m. WeCodeKC has not yet been able to identify or staff a teacher of record for this opportunity. In discussion with principal, we explored compensating an identified staff to facilitate the elective with training, support, and guidance from the WeCodeKC team. Additionally, we are also communicating with CEO of Operation Breakthrough about scheduling grades 4–5 at the Maker’s Space to fulfill this daily RWL time.

- Grades 6–8 RWL Programming: Students in grades 6–8 attend the Operation Breakthrough Ignition Lab for one hour each day 10:00 am – 11:00 am.
 - Sixth through Eighth-grade students will have the opportunity to participate in and rotate through four labs of their choice.
- Financial Literacy: Working with principal to schedule Front Porch Alliance for eighth-grade students.
- Exploratory Field Trips: Working with principal to develop grade-level exploratory field trips for PK–8 that support the 2026–2027 school year.

DLS High School

- School Day Pathway Course – Audio Engineering, Horticulture, Build Trybe Lab, Computer Application, Artificial Intelligence, MicroSoft Suite & Data Analytics, Digital Literacy & CyberSecurity, OB Labs, Open Labs at OB, Dual Enrollment
- All of these courses result in MVA attainment. Dual Enrollment must obtain 9 credit hours.

AMENDED EDUCATION SERVICES PROVIDER AGREEMENT

This **Amended** Education Services Provider Agreement (the “Agreement”) is made and entered into as of the ____ day of **July**~~August~~ by and between **De La Salle Education Center** (“DLS”), a Missouri based non-profit corporation, and **OB Education, Inc.** (“OBE” or “School”), a Missouri based non-profit corporation and together OBE and DLS, shall be known as the “**Parties.**”

WHEREAS, DLS operates under the direction of a Board of Directors (the “DLS Board”) and is authorized pursuant to a contract (the “Charter Contract”) issued by the Missouri Charter Public School Commission (“Sponsor”) and has been authorized by the Sponsor to provide educational services and support to OBE and to implement a comprehensive educational program;

WHEREAS, OBE operates under the direction of a Board of Directors (“OBE Board”) for purposes of operating PreK-12 school programs.

WHEREAS, OBE has been approved as an expansion site for the DLS Local Education Achievement Authority.

WHEREAS, OBE desires to engage DLS to perform certain **educational management** services as a direct educational service provider pursuant to this Agreement.

WHEREAS, it is intended that OBE shall accomplish its mission by utilizing the services of DLS. OBE hereby acknowledges this intent and approves this Agreement for direct educational services for OBE by DLS.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, MUTUALLY ACKNOWLEDGED BY THE PARTIES, IT IS AGREED AS FOLLOWS:

ARTICLE I **CONTRACTUAL RELATIONSHIP**

- A. **Authority.** DLS has been granted a Charter Contract by the Sponsor to organize and operate a public charter school, together with the powers necessary or desirable for carrying out the educational program set forth in the Charter Contract. OBE is authorized to contract with DLS to provide certain educational services.
- B. **Authority of DLS.** DLS represents and warrants that it is a non-profit corporation organized and existing under the laws of the State of Missouri, with lawful power and authority to enter into this Agreement, acting by and through its duly authorized officers.
- C. **Authority of OBE.** OBE represents and warrants that it is a non-profit corporation organized and existing under the laws of the State of Missouri, with lawful power and authority to enter into this Agreement, acting by and through its duly authorized officers.
- D. **Contract.** Acting under and in the exercise of such authority, OBE hereby contracts with DLS for specified functions relating to the provision of educational services as an expansion site of DLS.

- E. **Status of the Parties.** DLS is not a division, or a part of OBE. OBE is not a division or part of DLS. The relationship between DLS and OBE is based solely on the terms of this Agreement. The Parties to this Agreement intend that the relationship between them created by this Agreement is that of an independent contractor (DLS) and client (OBE), and that, no employee of DLS shall be deemed to be an agent of OBE. DLS is solely responsible for its acts and the acts of its agents, employees, and subcontractors.
- F. **Designation of School Officials for Purposes of FERPA.** Agents and employees of DLS and OBE having a legitimate educational interest in student record information, are hereby designated by the DLS Board as “school officials” of OBE such that they are authorized access to educational records of OBE’s students under 20 U.S.C. § 1232g, the Family Educational Rights and Privacy Act (“FERPA”). “Legitimate educational interest” shall be defined as having a responsibility for helping the students achieve one (1) or more of the educational goals of OBE or if the record is necessary in order for the employee to perform an administrative, supervisory, or instructional task or to perform a service or benefit for the student or the student’s family. Except as set forth in this paragraph, no agent or employee of DLS shall be deemed to be an agent of OBE

ARTICLE I

WARRANTIES AND REPRESENTATIONS

- G. DLS represents that it has the authority under State law to execute, deliver, and perform under this Agreement, to incur obligations provided for under this Agreement, to incur obligations provided for under this Agreement and to contract with OBE for DLS to provide the services set forth in this Agreement on behalf of OBE, subject to its Sponsor’s approval of this Agreement.
- H. OBE represents that it has the authority under State law to execute, deliver, and perform under this Agreement, to incur obligations provided for under this Agreement and to contract with DLS for DLS to provide the services set forth in this Agreement on behalf of OBE.

ARTICLE II

CERTIFICATION OF PENDING CLAIMS

- I. DLS certifies that, as of the date of this Agreement, there are no pending actions, claims, suits, or proceedings, to the knowledge of DLS, threatened or reasonably anticipated against or affecting DLS, which if adversely determined, would have a material adverse effect on DLS’s ability to perform its obligations under this Agreement.
- J. OBE certifies that, as of the date of this Agreement, there are no pending actions, claims, suits, or proceedings, to the knowledge of OBE, threatened or reasonably anticipated against or affecting OBE, which if adversely determined, would have a material adverse effect on the OBE’s ability to perform its obligations under this Agreement.

ARTICLE IV

TERM

- A. **Term.** This Agreement shall commence July 1, 2026, and shall expire on June 30, 2029. The term of this Agreement is subject to a DLS having an approved Charter Contract from a Sponsor and continued state per capita funding. If DLS loses its Charter Contract, Sponsor or its state capital

funding, this Agreement would be subject to termination as more fully set out in Article IX, Paragraph C.

- K. **Renewal.** This Agreement shall be automatically renewed for an additional three (3) year term, or for the same time approved by the Sponsor for DLS's charter contract extension, unless written notice is given by either party asking to renegotiate terms at least one hundred and twenty (120) days prior to expiration of this Agreement.

ARTICLE V

FUNCTIONS OF DLS AND OBE

- A. **Responsibility.** Under the direction of the DeLaSalle Board ("DLS Board") or its designated representative, DLS shall be responsible for reviewing the educational program as well as providing assistance when requested by OBE in providing the following educational services to OBE. Such functions include but are not limited to:

1. Pupil accounting, including core data reporting;
2. Financial Reporting including submission of data to [Missouri's Department of Elementary and Secondary Education \(DESE\)](#);
3. Review of academic performance;
4. Support of the enrollment process;
5. Make recommendations regarding school policy and develop critical processes and procedures governing operations of OBE as determined by the Parties and as approved by their respective Boards or their designees;

Any other function necessary or expedient for the administration of OB.

- B. **Educational Goals and Program.** OBE shall provide the DLS Board or its designee with quarterly written reports specifying the level of achievement of each of OBE's educational goals and detailing its plan for meeting any educational goals that are not being attained, such reports to be submitted on a regular periodic basis and upon request of the DLS Board. OBE will continue to develop and expand its current partnerships with proven community partners by developing strategies that demonstrate a commitment to OBE's mission and vision of providing students with a distinctive, competitive advantage using market value assets and real-world learning through Operation Breakthrough, Inc.'s ("OB") MakerCity and Ignition Lab Programs for grades K-12. If the current partnerships fail to deliver upon goals in the future, DLS shall work with OBE to determine a plan of action in the best interest of OBE.

- C. **Subcontracts.** It is anticipated that DLS may utilize subcontracts to provide some of the services it is required to provide to OBE under this Agreement. DLS may not subcontract the management, oversight, or operation of the teaching and instructional program without the specific prior written approval of the OBE Board. Except as described in the previous sentence, OBE Board approval of subcontracts is not required unless the cost for these subcontracted services exceeds the funds appropriated for that purpose in OBE's approved budget or OBE's Board approval is required by its

procurement policy. DLS will receive no additional fee as a result of subcontracting any services, all of which shall be provided without markup.

- A. **Place of Performance.** OBE will deliver instructional services other than field trips at OB's school facility. DLS may perform any required administrative functions at off-site locations, unless prohibited by applicable law. OBE shall provide DLS with the necessary office space at the sites to perform all services described in this Agreement. If OBE should expand to other locations in the future, such expansion will be accomplished by amendments to this Agreement.
- L. **Acquisitions.** All acquisitions by OBE, using any funds belonging to OBE including, but not limited to, instructional materials, equipment, supplies, furniture, computers, and other technology, shall be owned by and remain the property of OBE. If a need is determined for DLS to acquire any materials for OBE, DLS will not add any fees or charges to the cost of the equipment, materials, and supplies purchased from third Parties when it seeks reimbursement for the cost of these acquisitions from OBE. All supplies, materials, and equipment procured for OBE by DLS shall be inventoried by an acceptable method of inventory, and an inventory of OBE's equipment shall be maintained so that it can be clearly established which property belongs to OBE.
- M. **Pupil Performance Standards and Evaluation.** OBE is responsible for and accountable to the DLS Board for the performance of students who attend OBE. OBE shall implement pupil performance evaluations which permit evaluation of the educational progress of each student, using measures of student and school performance and such additional measures as shall be mutually agreed upon between the OBE Board and DLS Board, which are consistent with DLS's Charter Contract and Missouri statutes and regulations, specifically the statutory requirement that OBE's students' MAP scores shall meet or exceed the MAP scores of the Kansas City Public Schools ("KCPS"). OBE will continue to provide, on an annual basis, detailed information regarding how it will meet the statutory requirements regarding MAP scores for the upcoming academic year.
- N. **Student Recruitment.** OBE shall be responsible for the recruitment of students and the policies adopted by the OBE Board. Students shall be selected in accordance with any applicable laws. OBE shall follow all applicable procedures regarding student recruitment, enrollment, and lottery management, and shall be responsible for publication of appropriate public notices and scheduling of open houses, as may be required.
- O. **Student Due Process Hearings.** OBE shall provide students with procedural and substantive due process in conformity with the requirements of state and federal law regarding discipline, special education, confidentiality, and access to records, to the degree that it is consistent with OBE's own obligations. The OBE Board shall retain the right to provide due process as required by law and to determine whether any student will be expelled or for long-term suspensions (more than ten days).
- P. **Legal Requirements.** OBE shall provide educational programs that meet the requirements imposed under applicable law and other relevant authorities unless such requirements are or have been waived.
- A. **Rules and Procedures.** OBE shall recommend to the OBE Board, in its policy making function, the adoption of reasonable rules, regulations, and procedures applicable to the OBE school. The OBE Board shall not unreasonably withhold accepting the adoption of said rules, regulations, and

procedures. OBE will be responsible for enforcing the rules, regulations, and procedures adopted by OBE. **School Year and School Day.** The school year and the school day shall be defined annually by the OBE Board and approved by the DLS Board.

Q. **Authority.** OBE shall have authority and power necessary to undertake its responsibilities described in this Agreement except in the case(s) wherein such power may not be delegated by law.

R. **Charter Contract with Sponsor.** Neither OBE nor DLS will act in a manner that will cause DLS to be in breach of its Charter Contract with its Sponsor.

S. **Additional Programs.** The services provided under this Agreement include, but are not limited to, providing the educational program described herein, may change from time to time. OBE may decide to provide additional programs, including, but not limited to, summer school at OBE. OBE may also purchase additional services from DLS at a mutually agreeable cost. Any such additional services shall be memorialized in writing signed by both Parties either as an amendment to this Agreement or as a separate and independent Agreement. Breakthrough Academy PreSchool seats will be based on the enrollment of Breakthrough Academy and DeLaSalle 6 through 12th grade. It will not include Lee A Tolbert Enrollment.

T. **Annual Budget Preparation.** OBE will prepare and provide the DLS Board and/or its designee with a proposed annual budget in a form satisfactory to the DLS Board and to DLS's Sponsor. The budget shall contain detailed objectives and shall comply with public accounting standards. The budget shall include anticipated revenues and projected expenses and costs reasonably associated with operating OBE and its educational program including, but not limited to, the projected cost of all services and educational programs provided to OBE, rent and lease payments, debt service, maintenance and repairs to OB's facilities, supplies and furnishings necessary to operate OBE, taxes, insurance premiums, utilities, professional fees, and other costs and expenses connected to the operation of OBE. The proposed budget shall be submitted annually to the DLS Board in time for sufficient review by the DLS Board for its approval on or before June 30. OBE may not make deviations from the approved budget between major function areas without the prior approval of the DLS Board.

U. **OBE Financial Health.** OBE shall do all things reasonably and professionally required to prevent OBE's finances from experiencing any operating or fund balance deficits and shall do all things reasonably and professionally required to keep OBE solvent.

V. **Compliance with the Charter Contract.** OBE agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with DLS's obligations under its Charter Contract and applicable law.

W. **DLS Retains Final Authority.** Notwithstanding any other provision contained in this Agreement, DLS retains final authority over all matters involving charter compliance, state and federal reporting, accountability systems, curriculum approval, student assessment administration, special education compliance, finance reporting, sponsor requirements, legal compliance, student records, and any other matter(s) that may materially impact DLS's charter status, funding, accreditation or legal obligations.

ARTICLE VI

OBLIGATIONS OF THE DLS and OBE BOARD

- A. **Board Policy Authority.** The OBE Board is responsible for determining the leadership of OBE. The OBE Board shall exercise good faith in considering the recommendations of DLS on issues including, but not limited to, policies, rules, regulations, procedures, curriculum, and budgets, subject to the constraints of law.
- B. **Building Facility.** The OBE Board is responsible for the acquisition by either purchase or lease of building facilities.
- C. **OBE Employees.** ~~The OBE Board may contract such OBE employees as it deems necessary. The cost to contract OBE employees shall be paid by OBE.~~ DLS will help ensure eligible OBE employees are members of the KCPS Retirement System. These individuals will become employees of DeLaSalle and will be contracted to OBE and—OBE will cover the cost of these employees' payroll and benefits. In addition, the OBE Board may subcontract any additional employees it deems necessary, all costs associated with said subcontracted OBE employees shall be paid by OBE.
- D. **OBE Leadership.** OBE will employ a School Leader. OBE's School Leader will work and collaborate with DLS.
- E. **Educational Consultants.** OBE may retain an educational consultant or consultants to review the operations of OBE and the performance of DLS under this Agreement. DLS shall cooperate with the educational consultant or consultants and shall provide those individuals with prompt access to records, facilities, and information as if such requests came directly from the OBE Board. DLS shall have no authority to select, evaluate, assign, supervise, or control any educational consultant employed by OBE, and agrees that it will not bring or threaten to bring any legal action against any educational consultant for the performance of the functions requested to be performed by OBE and which are consistent with this Agreement. The cost to employ an educational consultant or consultants shall be paid by OBE.
- F. **Legal Counsel.** The OBE Board may select and retain legal counsel to advise it regarding its rights and responsibilities under this Agreement, and any applicable law. Such legal counsel shall advise on the negotiation of this Agreement and shall not represent DLS or any DLS's director(s), officer(s), or employee(s). While OBE Board's counsel and DLS's counsel may meet and confer on issues, the OBE Board shall not seek direct advisement from DLS's legal counsel.
- G. **Audit.** The OBE Board shall select and retain an independent auditor to perform the annual financial audit in accordance with applicable laws. The OBE Board shall retain full responsibility for managing and completing the audit and Form 990 (Return of Organization Exempt from Income Tax) for OBE.
- H. **Budget.** The OBE Board is responsible for adopting a budget that has adequate resources to fulfill its obligations, including, but not limited to, payment of employee costs, insurance requirements and this Agreement, the annual financial audit, and retention of the Board's legal counsel and consultants. In addition, the OBE Board is responsible for determining the budget reserve amount included as part of OBE's annual budget, for implementing fiscal policies that will assist OBE in attaining the stated budget reserve amount, and for approving necessary amendments to the budget to reflect necessary deviations from the adopted budget. The budget may be amended from time to time as deemed necessary by the OBE Board.

- I. **School Funds.** The OBE Board shall determine the depository institution of all funds received by OBE. All funds received by OBE shall be deposited in OBE's depository account. Signatories on the depository account shall be according to the Corporate Bylaws of OBE. All interest or investment earnings on deposits shall be accrued to OBE. The OBE Board shall ensure that payment of OBE's obligations under this Agreement occur on a consistent and timely basis.
- J. **Governmental Immunity.** The DLS Board shall have the sole power to determine when to assert, waive, or not waive its governmental immunity.
- K. **Charter Contract with Sponsor.** The DLS Board will not act in a manner which will cause DLS to be in breach of its Charter Contract with its Sponsor.
- L. **Evaluation of DLS.** The ~~OBE-DLS~~ Board will evaluate the performance of ~~DLSOBE~~ to provide ~~OBE~~DLS with an understanding of the ~~DLSOBE~~ Board's view of its performance under this Agreement. All evaluations conducted by the ~~OBE~~DLS Board or its representative will be provided to ~~DLSOBE~~ in writing, no later than thirty (30) days following the conclusion of the evaluation. ~~OBE~~DLS will be provided thirty (30) days to respond to the evaluation in writing if it wishes to do so. Special evaluations may occur at any time at the discretion of the ~~OBE~~DLS Board.
- M. **Cooperation.** The OBE Board shall endeavor to support DLS's initiatives and shall not unreasonably withhold consent for execution of DLS's recommendations.

ARTICLE VII

FINANCIAL ARRANGEMENT

- A. **~~OBE~~DLS's Source of Funding.** The major source of funding for ~~OBE-DLS~~ is State School Aid received ("State School Aid"). State School Aid payments are based upon the number of students enrolled in ~~DLS's district~~OBE. ~~OBE~~DLS will also receive other payments as may be available from state and federal sources for specific programs and services.
- B. **Other Revenue Sources.** In order to supplement and enhance the State School Aid payments and improve the quality of education at OBE, OBE and DLS shall endeavor to obtain revenue from other sources. In this regard:
1. OBE and/or DLS shall solicit and receive donations consistent with the mission of OBE.
 2. OBE and/or DLS may apply for and receive grant money, in the name of the OBE. DLS shall provide advance written notification to OBE of any grant applications it intends to make.
 3. All funds received by DLS or OBE from such other revenue sources shall inure to and be deemed the property of OBE.
- C. **Compensation for Services.** ~~OBE~~DLS shall ~~pay~~DLS ~~retain~~ an annual management fee for each school year during the term of this Agreement. The amount of this annual fee shall be seven percent (7%) of the sum of: (a) all funds ~~DLSOBE~~ receives directly or indirectly under Paragraph A attributable to the school year during which DLS provides services under this Agreement plus, an additional 1.5% for dues paid to DLS's sponsor, the Missouri Public Charter School Commission, and for OBE's membership dues in the Missouri Public Charter School Association (MPCSA) for a total fee of eight and one-half percent (8.5%) . The percent annual fee is subject to reduction in a

mutually agreeable amount by the Parties in any school year if extenuating circumstances make payment of the entire annual fee inappropriate.

DLS's annual management fee shall be ~~paid-retained~~ monthly, with first payment issued concurrent with ~~OBE~~DLS's first state funding, through June for each school year during which DLS provides services under this Agreement with the balance of said funds being paid to OBE. Said payment to OBE shall be made via electronic transfer. The timing of payment shall be coordinated with the timing of when DLS receives payment from the State. ~~DLS will cooperate with OBE to modify the exact date of any monthly installment payment to coordinate with the timing of the funds received by OBE, provided that all monthly installment payments must be remitted within thirty (30) days of the original payment date of such monthly installment payment.~~

DLS's annual fee of seven percent (7%) is based on projected revenue and the cost to DLS for the services provided by its professionals. Accordingly, DLS shall provide an accounting of actual revenue from state and federal aid received during the fiscal year ending June 30 at the OBE Board's July meeting. If the actual revenue received from all state and federal funding was less than projected in the budget, then DLS shall provide a credit memo to OBE for overpayment. If the actual revenue received from all state and federal funding was more than projected in the budget, then OBE shall provide an additional-electronic payment to DLS within thirty (30) days of said notice so that DLS receives its seven percent (7%) as agreed. If DLS moves an employee from DLS's payroll to OBE's payroll, the annual fee shall be reduced by the amount of that employee's salary and benefits assumed by OBE.

- D. **Reasonable Compensation.** DLS's compensation under this Agreement is reasonable compensation for services rendered. DLS's compensation for services under this Agreement is not based, in whole or in part, on a share of net income from the operation of OBE.
- E. **Payment of Educational Program Costs.** All costs reasonably incurred in providing the educational programs at OBE shall be paid by OBE in accordance with the annual budget approved by the OBE Board. Such costs shall include, but shall not be limited to, curriculum materials, professional learning and development required by the state or other governmental entities, textbooks, library books, computers and other equipment, software, and supplies utilized at OBE for educational purposes, services provided pursuant to subcontract, building payments, maintenance, utilities, capital improvements, and marketing and development costs. Marketing and development costs paid by or charged to OBE shall be limited to those costs specific to OBE's program and shall not include any costs for the marketing and development of DLS. OBE shall pay or reimburse DLS monthly for approved fees and expenses upon properly presented documentation and approval by the OBE. In paying costs on behalf of OBE, DLS shall not charge any additional amounts or markups. Any costs reimbursed to DLS that are determined by the independent audit not to be reasonably incurred on behalf of the educational program of OBE shall be promptly returned to OBE by DLS. No corporate costs of DLS shall be charged to or reimbursed by OBE.
- F. **DLS Costs.** The annual management fee set forth in Article VII, Section A is intended to compensate DLS for all expenses it incurs for the administrative, financial, and management services DLS is required to provide under this Agreement, including, but not limited to, expenses associated with budgeting, accounting, board support, employee recruitment, hiring, and training, and compliance. DLS will provide sufficient professional and non-professional staff in these areas

and is responsible for their compensation. The costs to be paid by DLS under this Paragraph do not include payments for personnel provided pursuant to Article VII (B), (D), and (E) that are to be reimbursed by OBE under Article VII (A) or educational program costs under Article VI (E).

- G. **Other Public School Academies.** OBE acknowledges that DLS has entered, or may enter into, management agreements with other public/charter school academies. DLS shall separately account for reimbursable expenses incurred on behalf of OBE and other public schools or academies and only charge OBE for expenses incurred on behalf of OBE. DLS must maintain separate accounts for the receipt of OBE's funds and payment of expenses. Comingling of OBE funds with DLS funds or funds of other schools is strictly prohibited.
- H. **Financial Reporting.** At least quarterly, ~~DLS-OBE~~ shall provide ~~OBE~~~~DLS~~ and its designee with a quarterly cash flow analysis, an aged report of accounts payable, a quarterly bank reconciliation, and a written report detailing the status of the budget to actual revenues and a detailed schedule of expenditures at an object level for review and approval by ~~DLS~~~~OBE~~. ~~OBE~~~~DLS~~ shall present ~~DLS~~~~OBE~~ with a balance sheet and a statement of revenues, expenditures, and changes in fund balance at each scheduled quarterly meeting. All financial reports must explain any variances from the approved budget and shall contain recommendations for necessary budget corrections. These reports shall be provided to ~~DLS~~~~OBE~~.
- I. **No Other Financial Relationships.** Other than the financial arrangements described in this Agreement, DLS and OBE shall have no other financial relationships. No lease, promissory notes or other negotiable instruments, lease-purchase agreements, or other financing agreements between OBE and DLS shall be permitted, and such arrangements are strictly prohibited.
- J. **Access to Records.** ~~DLS-OBE~~ shall keep accurate financial records pertaining to its operation of OBE, together with all of OBE's financial records prepared by or in the possession of ~~OBE~~~~DLS~~ (the "Records") and retain all of these records in accordance with applicable state and federal law and the Exceptional Student Program ESP Requirements. Financial, educational, operational, and student records that are now or may in the future come into the possession of ~~OBE~~~~DLS~~. OBE's records are required to be returned by DLS to OBE upon written demand, provided that DLS may retain copies of records necessary to document the services provided to OBE and its actions under the Agreement. The Parties shall maintain the proper confidentiality of personnel, student, and other records as required by law. All of OBE's records shall be physically or electronically available, upon request, at OBE's physical facilities. The financial, educational, operational, and student records pertaining to OBE are public documents subject to disclosure in accordance with the provisions of applicable law. This Agreement shall not be construed to restrict the public's access to these records under applicable law or DLS's Charter Contract.
- K. **Audit Report Information.** ~~DLS-OBE~~ will make all of the ~~OBE's~~~~sits~~ ~~R~~records available to the independent auditor selected by the ~~OBE~~~~DLS~~ Board. ~~DLS~~~~OBE~~ staff will fully cooperate with said independent auditor.
- L. **Bankruptcy of Principal or Officer.** DLS shall notify the OBE Board if any principal or officer of DLS, or DLS (including any related organizations or organizations in which a principal or officer of DLS served as a principal or officer) as a corporate entity, has filed for bankruptcy protection in the last six (6) months or within any applicable preference period, whichever is longer.

M. Conflict of Interest. ~~DLS OBE, operating as a charter school,~~ shall have a written conflict of interest policy that aligns with DLS's conflict of interest policy, a copy of which shall be made available to the ~~OBE~~DLS Board upon request. ~~DLS~~OBE shall ~~not~~ execute contracts with any third Parties for services or goods related to the services being provided under this Agreement without approval from ~~OBE~~DLS ~~for services to be provided to or on behalf of OBE~~the same -where there is a conflict of interest between DLS and the third party.

ARTICLE VIII

PERSONNEL AND TRAINING

- A. **Personnel Responsibility.** OBE shall employ all personnel assigned to Breakthrough Academy unless such employment will not allow staff to participate in the KCPS Retirement System. DLS may review personnel decisions affecting charter compliance, safety, accountability, special education, and legal requirements and may require corrective action when necessary to maintain compliance with applicable law or sponsor requirements. The Parties specifically agree that OBE and DLS are NOT joint employers for any purposes to include but not limited to employment litigation; workers' compensation benefits; and unemployment benefits.
- B. **Criminal Background Checks.** OBE agrees that no individuals shall be assigned to perform any services under this Agreement that has not cleared the requisite criminal background check pursuant to applicable Missouri statute. The OBE Board may require that the results of criminal background checks are received, reviewed, and used (subject to a verification process) by a qualified governmental employee acting on behalf of OBE and/or the OBE Board, only as permitted by law to confirm that the individual does not have a criminal history in violation of Missouri law.
- C. **School Leader. School Leader.** OBE will have the authority, consistent with applicable law, to select and supervise the School Leader and to hold that individual accountable for the success of OBE. The School Leader will collaborate with DLS. The employment agreement with the School Leader and the duties and compensation of the School Leader shall be determined by OBE.
- D. **Teachers.** As part of the annual budgeting process, OBE shall make a recommendation regarding the number of teachers and the applicable grade levels and subjects required for the operation of OBE. The OBE Board will approve staffing as part of the budget approval process. OBE and the School Leader shall work together on evaluating and determining whether said teacher(s) should be retained or terminated. Teachers assigned to or retained by OBE shall meet the employment and certification requirements applicable to Missouri charter public schools.
- E. **Support Staff.** As part of the annual budgeting process, OBE shall make a recommendation regarding the number of support staff required for the operation of OBE. OBE and the School Leader shall work together on evaluating and determining whether said support staff should be retained or terminated. Each support staff employee assigned to or retained by OBE shall have received the training and hold the certificates, degrees, or licenses legally required for the position to which they are assigned under Missouri statute.
- F. **Training.** OBE shall ensure training is provided to the School Leader, teachers, and paraprofessionals on a regular and continuing basis and shall insure that OBE's employees receive all training required by law. The teachers, paraprofessionals, and other support staff employees shall

receive such other training as OBE determines is reasonable and necessary under the circumstances. The School Leader, if applicable, shall be allowed to participate in said training as he/she deems necessary and appropriate.

ARTICLE IX

TERMINATION OF AGREEMENT

- A. **Termination by ~~OBE-DLS~~ for Cause.** This Agreement may be terminated by ~~OBE-DLS~~ for a material breach of this Agreement, as well as violation of state or federal law. If the Agreement is cancelled for any other reason (except for reasons defined in this section and section C, D, ~~E~~ and ~~EF~~ below), the management fee for the remainder of the term shall be payable upon termination.

This Agreement may be terminated by ~~OBE-DLS~~ for cause prior to the end of the term specified in Article IV in the event that ~~DLS-OBE~~ should fail to remedy a material breach within a period reasonable under the circumstances, which shall not be longer than forty-five (45) days after notice from ~~OBE-DLS~~. A material breach by ~~DLS-OBE~~ may include, but is not limited to, a failure to carry out its responsibilities under this Agreement, such as a failure to make required reports to the ~~OBE-DLS~~ Board; failure to account for its expenditures or to pay operating costs (provided funds are available to do so); or violating applicable law. In order to terminate this Agreement for cause, ~~OBE-DLS~~ is required to provide ~~DLS-OBE~~ with written notification of the facts it considers to constitute material breach and the period of time within which ~~DLS-OBE~~ has to remedy this breach. If the material breach is not remedied, then once the established time in which to cure the material breach has expired, ~~OBE-DLS~~ may terminate this Agreement by providing ~~DLS-OBE~~ with written notification of termination consistent with the dispute resolution provisions contained in Article XIII, Paragraph L of this Agreement. However, if ~~DLS-OBE~~ has substantially cured the issue within the time period provided, the contract shall remain in full force and effect. If the Parties do not agree upon whether a material breach of contract has in fact occurred, the Parties shall submit to a dispute resolution process as outlined in Article XIII, section L below.

- B. **Termination by ~~DLS-OBE~~ for Cause.** This Agreement may be terminated by ~~DLS-OBE~~ if ~~OBE-DLS~~ defaults on payments to ~~DLS-OBE~~ pursuant to Article VII, Paragraph C or if OBE fails to consider the recommendations of DLS regarding the operation of OBE. ~~DLS-OBE~~ will act in accordance with the dispute resolution provisions contained in Article VIII, Paragraph L of this Agreement. In the event of termination under this clause, ~~DLS-OBE~~ will endeavor to work with ~~OBE-DLS~~ to transition services to a new provider in a manner that is minimally disruptive to the operation of OBE, consistent with subparagraphs F and H below.
- C. **Termination by Loss of Charter Contract.** This Agreement shall automatically terminate in the event that DLS no longer possesses a Charter Contract to operate a public ~~charter~~ school-academy, including, but not limited to, a termination or revocation of the Charter Contract or a failure to renew an existing Charter Contract.
- D. **Sponsor Required Termination or Amendment.** This Agreement shall be terminated or amended with no cost or penalty to OBE, and no recourse to the Sponsor or any third party affiliated with or engaged by Sponsor, by DLS or any subcontracted person or entity of DLS, in the event the

Sponsor determines to exercise its prerogative under the Charter Contract to require the termination or amendment of this Agreement.

- E. **Academic Performance.** This Agreement may be terminated for cause if students enrolled at OBE State test scores, as reported under DLS to DESE, do not meet DLS's charter school contract requirements resulting in under-performance.
- F. **Change in Law.** If any federal, state, or local law, regulation, or court decision has a material adverse impact on the ability of either party to carry out its obligations under this Agreement, then either party, upon written notice to the other, may request renegotiation of the Agreement. If the Parties are unable or unwilling to renegotiate the terms within ninety (90) days after said notice, the party requesting the renegotiation may terminate this Agreement on one hundred-twenty (120) days further written notice.
- G. **Performance Based Termination.** DLS may require corrective action plans and may terminate this Agreement if the corrective action plans are not taken within forty-five (45) business days and DLS determines that continued operation presents a material risk to DLS's charter status, sponsor relationship, accreditation, funding, accountability standing, or legal compliance obligations.
- H. **Effective Date of Termination.** In the event this Agreement is terminated by either party prior to the end of the term specified in Article IV absent unusual and compelling circumstances, the termination will not become effective until the end of the school year in which this Agreement was terminated.
- I. **Rights to Property upon Termination.** Upon termination of this Agreement, anything purchased with state school aid funds (or other ~~OBE-DLS~~ funds) shall remain the exclusive property of ~~DLS~~~~OBE~~. DLS shall have the right to reclaim any usable property or equipment (including, but not limited to, desks, computers, copying machines, fax machines, and telephones) that were purchased by DLS with DLS funds. Fixtures and building alterations ~~of~~ any kind are the sole property of OBE. ~~OBE~~Each party shall endeavor to maintain accurate records of property and equipment purchased by DLS with DLS funds and shall record such property and equipment within its fixed asset system so that it is readily identifiable as DLS's property and equipment.
- J. **Transition.** In the event of termination of this Agreement for any reason by either party prior to the end of the Agreement's term, ~~DLS-the parties~~ shall provide ~~OBE~~one another reasonable assistance for up to ninety (90) days after the effective date of the termination to allow a transition back to a regular school program or to transition to another ~~e~~E~~s~~S~~p~~Provider (ESP). DLS may charge a reasonable fee for such services, which shall be no higher on a per month basis than the average standard monthly fee paid during the regular term of this Agreement. Upon termination, ~~DLS~~~~OBE~~ shall without charge (i) close the books on the then-current fiscal quarter, if applicable; (ii) organize and prepare ~~OBE~~DLS's records for transition to a new ESP, if any; (iii) organize and prepare student records for transition to a new ESP, if any; and (iv) provide for the orderly transition of employee compensation and benefits to a new ESP, if any, without disruption to staffing.

ARTICLE X

PROPRIETARY INFORMATION

- A. **Copyright and Proprietary Information.** All instructional materials, training materials, curriculum, lesson plans, and any other materials developed by ~~DLS~~OBE, its employees, agents, or subcontractors, or by any individual working for or supervised by ~~DLS~~OBE, which (i) were directly developed and paid for by ~~OBE~~DLS, or (ii) were developed by ~~DLS~~OBE at the direction of ~~OBE~~DLS using ~~OBE~~DLS funds, shall be considered “work made for hire” as such term defined in Section 101 of the Copyright Act, 17 U. S. Code, Section 101 and ~~OBE~~DLS shall own all copyright and other proprietary rights to such instructional materials, training materials, curriculum, lesson plans, and any other materials.
- B. **Required Disclosure.** DLS shall be permitted to report any new teaching techniques or methods of significant revisions to known teaching techniques or methods to the Sponsor and to the Missouri Department of Elementary and Secondary Education, which teaching techniques or methods may thereafter be made available to the public.

ARTICLE XI

INDEMNIFICATION

- A. **Indemnification.** To the extent permitted by law, both ~~parties~~parties shall indemnify and hold each other (which term for purposes of this Paragraph A, includes DLS’s officers, directors, and employees) harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, employment of former employees, prior relationships with vendors and any noncompliance by either party with any agreements, covenants, warranties, or undertakings of either party contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of either Board contained in or made pursuant to this Agreement. In addition, and to the extent permitted by law, each party shall reimburse the other for any and all reasonable legal expenses and costs associated with the defense of any such claim, demand, or suit. The indemnification requirements of this Paragraph may be met by the purchase of insurance in a form and amounts acceptable to the other party.

In addition, each party shall indemnify and hold harmless the other party from any and all claims, penalties, corrective actions, or liabilities arising from activities covered under this agreement, personnel actions, instructional practices, facility operations, or failure to comply with applicable laws including special education; 504 plans; Title IX claims; discrimination of any and all kinds.

- B. **Limitations of Liabilities.** Each party may assert all immunities and statutory limitations of liability in connection with any claims arising under this Agreement.

ARTICLE XII

INSURANCE

- A. **Insurance for OBE.** OBE shall secure and maintain such policies of insurance as required by applicable law. This coverage shall include the building and related capital facilities if they are the property of OBE. OBE shall maintain such insurance in amounts and on such terms as required by this Agreement. OBE shall, upon request, present evidence to DLS that it maintains the requisite insurance in compliance with the provisions of this paragraph. DLS shall comply with any information or reporting requirements applicable to OBE under its policy with its insurer(s), to the extent practicable. OBE shall have the following coverage Amounts in the amount of Two Million

Dollars (\$2 Million) per occurrence and Four Million Dollars (\$4 Million) in the aggregate with all policies naming DLS as an additional insured with no subrogation rights against DLS or DLS's insurer(s). Coverages shall include, but not be limited to General Liability; Employment Practices Liability; Abuse and Molestation Coverage; Cyber Liability; Workers' Compensation and Automobile Liability (if applicable).

OBE shall comply with any information or reporting requirements applicable to DLS under DLS's policy with its insurer(s), to the extent practicable. Any policy of insurance maintained by OBE shall not be changed, revoked, or modified absent thirty (30) days' notice to DLS.

- B. **Insurance for DLS.** DLS shall secure and maintain such policies of insurance as are required by its Sponsor and its Charter Contract, with OBE and its Sponsor listed as additional insureds. DLS shall maintain such insurance in amounts and on such terms as are reasonably acceptable to OBE and as required by the provisions of the Charter Contract, including the indemnification terms of OBE required by this Agreement. DLS shall, upon request, present evidence to OBE and its Sponsor that it maintains the requisite insurance in compliance with the provisions of this paragraph.
- C. **Workers' Compensation Insurance.** Each party shall maintain workers' compensation insurance when and as required by law, covering their respective employees.

ARTICLE XIII

COMPLIANCE WITH CHARTER CONTRACT

- A. **Board Due Diligence.** The OBE Board hereby agrees to perform the necessary due diligence to ensure OBE is able to fulfill its obligations under this Agreement.
- B. **Board Members.** All OBE Board members and their respective spouses and immediate family members hereby agree that they do not have any direct or indirect ownership, employment, contractual or management interest in OBE nor DLS. The relationship between the OBE and DLS shall be consistent with the conflicts of interest and prohibited familial relationship provisions set forth in the Charter Contract and applicable law.
- C. **Information Reporting.** DLS is hereby required to make information concerning the operation and management of OBE, including, but not limited to, information in the Charter Contract, including all exhibits, attachments, and the like, available to OBE as deemed necessary by the OBE Board in order to enable OBE to fully satisfy its obligations under this Agreement. OBE shall make information available to DLS as deemed necessary by the DLS Board in order to enable DLS to fully satisfy its transparency reporting under its Charter Contract, and also at least the information that a school district is required to disclose under applicable law for the most recent fiscal year for which that information is available.
- D. **Compliance.** DLS shall have the right to conduct operational, financial, academic, compliance, and special education reviews upon reasonable notice. DLS may require corrective action plans and establish deadlines for remediation of identified deficiencies.

- E. **Special Education.** OBE shall implement all IEPs, maintain required documentation, cooperate with DLS special education personnel, participate in monitoring activities, comply with IDEA and Missouri special education requirements, and immediately provide records requested by DLS.

ARTICLE XIV **OTHER PROVISIONS**

- A. **Force Majeure.** Neither party shall be liable if the performance of any part or all of this Agreement is presented, delayed, hindered, or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident, Pandemic or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.
- B. **Notices.** All notices, demands, requests, and consents under this Agreement shall be in writing, shall be delivered to each party, and shall be effective when received by the Parties or mailed to the Parties at their respective addresses set forth below, or at such other address as may be furnished by a party to the other party. Any such notices may be delivered via email. Emailed notices will be deemed to have been received when sent, even if the sender receives a machine-generated message that delivery has failed. If a party sending an email notice under this agreement receives a machine-generated message that delivery has failed, for that notice to be valid the sender must no later than ten business days after sending the email message deliver a tangible copy of that notice with end-to-end tracking and all fees prepaid.

If to DLS:

Sean Stallings, Executive
Director
3737 Troost Avenue
Kansas City, Missouri 64109
stallings@delasallekc.org

And a copy to DLS's counsel:

Dana Tippin Cutler
P.O. Box 22807
Kansas City, MO 64113-2807
drcutler@tippinlawfirm.com

If to OBE:

Mary Esselman
President
3039 Troost Ave
Kansas City, Missouri 64109
marye@operationbreakthrough.org

- C. **Severability.** The invalidity of any of the covenants, phrases, or clauses in this Agreement shall not affect the remaining portions of this Agreement, and this Agreement shall be construed as if such invalid covenant, phrase, or clause had not been contained in this Agreement.
- D. **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.
- E. **Entire Agreement.** This Agreement is the entire agreement between the Parties relating to the services provided and to the compensation for such services by the Parties. Any modification to this Agreement must be made in writing, approved by the Board and DLS, and signed by a duly authorized officer of each.

- F. **Amendments and Modifications.** The DLS Board must submit any and all amendments or modifications to this Agreement to its Sponsor not less than forty-five (45) days prior to submitting the same to the OBE Board for approval of such amendment(s) or modification(s). No amendment or modification of this Agreement shall be effective unless and until DLS's Sponsor has notified DLS in writing that it approves of the modification(s).
- G. **NonWaiver.** A failure of a party in exercising any right, power, or privilege under this Agreement shall not affect such right, power, or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies of the Parties under this Agreement are cumulative and not exclusive of any rights or remedies which either party may otherwise have.
- H. **Assignment.** DLS may not assign this Agreement without the prior written approval of the OBE Board and prior written notification to its Sponsor. Any assignment must be done in a manner consistent with the Sponsor's Policies.
- I. **Governing Law.** This Agreement shall be governed by and enforced in accordance with the laws of the State of Missouri. The parties agree to venue, personal and subject matter jurisdiction in Kansas City, Jackson County, Missouri for any disputes, including those to be determined by arbitration.
- J. **Delegation of Authority.** Nothing in this Agreement shall be construed as delegating to DLS any of the powers or authority of the OBE Board that are not subject to delegation by the OBE Board under Missouri law.
- K. **Compliance with Law.** The Parties agree to comply with all applicable laws and regulations in their performance of this Agreement.
- L. **Dispute Resolution Procedure.** Any and all disputes between the Parties concerning any alleged breach of this Agreement or arising out of or relating to the interpretation of this Agreement or the Parties' performance of their respective obligations under this Agreement that are unable to be resolved through discussion, and negotiation shall be resolved by arbitration. Such an arbitration procedure shall be the sole and exclusive remedy for such matters. The arbitrator shall be selected from a panel provided by and in accordance with the rules of the American Arbitration Association, and the arbitration shall be conducted in accordance with the rules of the American Arbitration Association, with such variations as the Parties and the arbitrator unanimously accept. A judgment on the award rendered by the arbitrator may be entered in any court having appropriate jurisdiction and shall be binding upon the Parties. Any such judgment shall require a cause opinion as to the final decision and shall be made available to DLS's Sponsor upon request. The cost of arbitration, including attorney fees, shall be paid by the losing party.
- M. **Waiver of Jury Trial.** The parties hereby agree that if a matter could not be resolved in arbitration and required a civil trial the parties hereto waive its right to a jury trial for any matters arising from or in connection with this Agreement.

The Parties have executed this Agreement as of the day and year first above written.

DE LA SALLE EDUCATION

By: _____
SEAN SHARP, Board President

Dated: _____

By: _____
SEAN STALLINGS, Executive Director

OBE EDUCATION, INC.

By: _____
DAVID AYRES, Board Chair

Dated: _____

By: _____
MARY ESSELMAN, President