

Kairos Academies

Finance Committee Meeting

Published on August 4, 2025 at 8:23 AM CDT Amended on August 4, 2025 at 7:32 PM CDT

Date and Time

Tuesday August 5, 2025 at 8:00 AM CDT

This notice was published at www.kairosacademies.org/board at least one day prior to the meeting.

This meeting will be held virtually: https://us06web.zoom.us/j/6541248775

Agenda

			Purpose	Presenter	Time
I.	Оре	ening Items			8:00 AM
	A.	Record Attendance			1 m
	В.	Call the Meeting to Order			
	C.	Agenda Review		Khalil Graham	1 m
II.	App	prove Minutes			8:02 AM
	A.	Approve June Finance Meeting Minutes	Approve Minutes	Aaron Jackson	

			Purpose	Presenter	Time
III.	June Financials Review				8:02 AM
	A.	Review June Financials	FYI	Charles Brazeale	20 m
IV.	Fin	ance Updates			8:22 AM
	A.	Bingham Site Update	FYI	Jack Krewson	5 m
	В.	Recruitment and Enrollment Update	FYI	Jack Krewson	10 m
	C.	Financial Systems Update	FYI	Briana Usand- Burton	10 m
	D.	Next Month's Priorities and Projections	FYI	Khalil Graham	5 m
	E.	ASBR Update	FYI	Khalil Graham	3 m
	F.	Audit Update	FYI	Khalil Graham	2 m
	G.	April 4th Letter Update	FYI	Jack Krewson	5 m
V.	Rev	view Contracts			9:02 AM
	A.	Review Cleaning Contract	Discuss	Marnae Chavers	10 m
	В.	Review Food Service Contract	Discuss		5 m
VI.	Clo	sing Items			9:17 AM
	A.	Adjourn Meeting	Vote		

empowering students to direct their own lives and learning www.kairosacademies.org m 2315 Miami St., St. Louis, MO 63118 m hq@kairosacademies.org m 314-252-0602

Coversheet

Approve June Finance Meeting Minutes

Section: II. Approve Minutes

Item: A. Approve June Finance Meeting Minutes

Purpose: Approve Minutes

Submitted by:

Related Material: Minutes for Program & Finance Committee Combined on June 24, 2025



Kairos Academies

Minutes

Program & Finance Committee Combined

Date and Time

Tuesday June 24, 2025 at 8:00 AM

Location

This meeting will be held virtually on zoom

We invite you join us at this Zoom link. This notice was published at www.kairosacademies.org/board at least one day prior to the meeting.

https://us06web.zoom.us/j/6541248775

Committee Members Present

A. Jackson (remote), A. Trapp (remote), M. Vachow (remote)

Committee Members Absent

None

Guests Present

B. Jackson (remote), J. Krewson (remote), J. Tyrrell (remote), K. Graham (remote), M. Chavers (remote), N. Patel, P. Garrett (remote), abby.devereux@gmail.com (remote), amy.d.trapp@gmail.com (remote)

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

A. Jackson called a meeting of the Program Committee Committee of Kairos Academies to order on Tuesday Jun 24, 2025 at 8:00 AM.

C. Approve Minutes

M. Vachow made a motion to approve the minutes from Finance and Program Committee Meeting on 05-27-25.

A. Trapp seconded the motion.

The committee **VOTED** to approve the motion.

II. Finance Committee Updates

A. Review Monthly Financials

- Reviewed May financials, including upcoming anticipated payments
- · Reviewed month to date of June financials as well
- · Discussed expenditures for the new site for grass cutting

B. Finance Committee Voting Items

- Discussed process for securing technology for next academic year.
- · Discussed the finance manual updates
- Provided updates on teacher first compensation and evaluation for noninstructional roles
- Discussed new vendor payment policy.

III. Program Committee Updates

A. Progress Update- EOY Academic Report

- Shared insight on school's performance and spoke on 24-25 sy as a time for recmmitment to prepare for first graduating class.
- Discussed structured coaching and clear expectation to enhance instructional progress.

B. Progress Update- Operations Report

• Presented the latest enrollment figures noting 222 completed reenrollments and 165 students pending.

• Discussed conversion rates for new and returning students.

C. Review Changes in Staff Handbook

- Discussed updates to the staff handbook and clearer definitions for staff options.
- Include changes for greater transparency
- Included revised pay scale and reimbursement policy

D. Review Changes in Student Handbook

- Discussed updates to student handbook including fluency, adjustments to truancy policy, and cell phone policy.
- Discussed 15-day threshold for unexcused absences for administrative unenrollment.

IV. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:05 AM.

Respectfully Submitted,

A. Jackson

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Coversheet

April 4th Letter Update

Section: IV. Finance Updates Item: IV. April 4th Letter Update

Purpose: FYI

Submitted by:

Related Material: April 4th MCPSC Letter Board Status Update August 5th.pdf



April 4th MCPSC Letter

Board Status Update August 5th

Finance Oversight – Progress on April 4 MCPSC Letter

#	Requirement	Status	Notes
1	LDR reports directly to Finance Committee & Board until probation lifted	No Concern 🕶	Reporting pipeline in place through July
2	Revenues exceed expenses for 6 consecutive months	No Concern -	4 of 6 months achieved (Apr–Jul); monitoring Aug–Sep
3	A/P ≤ 30 days for 3 straight months ; Board sets A/P cap	No Concern -	Cap approved; targeting Aug–Oct streak
4	Board-approved plan to hit fund-balance goal & 46 DCOH	No Concern •	Ended FY 24 at 34 DCOH (delay of \$256 k Title payment)
5	≥ 1 new board member with financial expertise by 6/1/25	Low Concern -	3 advisors seated; working to move an advisor onto the Board
6	≥ 2 new finance-committee members (non-staff) by 6/1/25	No Concern 🕶	Both members added
7	Monthly reviews: enrollment/attendance, building project, credit-card report	No Concern 🕶	Reports delivered Apr, May, Jun, Aug (July N/A)
8	FY 25 audit with new firm by 10/31/25	No Concern •	Auditor engaged; kickoff mtgs Aug 5–6
9	Board approves FY 26 budget (plus FY 27-28 projections) by 6/1/25	No Concern •	Budget adopted; meets MCPSC standards

Coversheet

Review Cleaning Contract

Section: V. Review Contracts

Item: A. Review Cleaning Contract

Purpose: Discuss

Submitted by:

Related Material: CLEANING SERVICE AGREEMENT_HPG - signed (1).pdf

CLEANING SERVICE AGREEMENT

This Agreement ("Agreement") dated July 1, 2025 is made between **Kairos Academies** (the "Client"), located at 2315 Miami St. St. Louis, MO 63118 and **Houston Professional Group LLC** (the "Contractor"), located at **22 Moselle CT, Florissant, MO 63031**, for the purpose of setting forth the exclusive terms and conditions by which the Client desires to acquire the cleaning services from the Contractor

In consideration of the mutual obligations specified in this Agreement, the parties, intending to be legally bound hereby, agree to the following:

Scope of Services

Client retains the above Contractor, and the Contractor agrees to perform for the Client, certain cleaning services set forth in Exhibit A to this Agreement (the "Services"). Any Service outside of the scope as defined in Exhibit A to this Agreement will require a new Agreement for other services agreed to by all Parties

The Contractor shall perform the cleaning services as defined in Exhibit A at the following locations(s)

2315 Miami St. St. Louis, MO 63118

Cleaning Services Schedule. The cleaning services as defined in this agreement shall be performed as set forth in Exhibit B ("Service Schedule").

The Contractor's cleaning staff shall perform the Services for the Client on the dates and times as agreed to and as defined in Exhibit B and shall observe all holidays of the Client.

Consideration / **Compensation** In exchange for the full, prompt, and satisfactory performance of all Services to be rendered to the Client (as determined by the Client), the Client shall provide the Contractor shall be compensated as follows:

Carpet shampooing to be performed three times annually: in August, December, and during Spring Break Internal painting to be completed every six (6) months, with touch-up painting conducted as needed Upholstery pick-up and delivery of packages upon request - Other cleaning tasks as requested by Kairos Academies.

Payment: Kairos Academies agrees to pay the Houston Professional Group a monthly fee of \$9,000 for the cleaning services provided. Payment shall be made within 30 days of receipt of an invoice from the Contractor.

Payments must be made to the Contractor by direct deposit to the provided bank account.

Payments shall be sent to:

Navy Federal Credit Union

Account Number: 7124750386

Routing Number: 256074974

Contractor. The Client and Contractor expressly agree and understand that the above-listed Contractor is a contractor hired by the Client and nothing in this Agreement shall be construed in any way or manner, to create between them a relationship of employer and employee, principal and agent, partners or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement.

Accordingly, the Contractor acknowledges that neither the Contractor or the Contractor's Employees are not eligible for any benefits, including, but not limited to, health insurance, retirement plans or stock option plans. The Contractor is not the agent of Client or its Company and is not authorized and shall not have the power or authority to bind Client or its Company or incur any liability or obligation, or act on behalf of Client or its Company. At no time shall the Contractor represent that it is an agent of the Client or its Company, or that any of the views, advice, statements and/or information that may be provided while performing the Services are those for the Client.

The Contractor is not entitled to receive any other compensation or any benefits from the Client. Except as otherwise required by law, the Client shall not withhold any sums or payments made to the Contractor for social security or other federal, state, or local tax liabilities or contributions, and all withholdings, liabilities, and contributions shall be solely the Contractor's responsibility. The Contractor further understands and agrees that the Services are not covered under the unemployment compensation laws and are not intended to be covered by workers' compensation laws.

The Contractor is solely responsible for directing and controlling the performance of the Services, including the time, place and manner in which the Services are performed. The Contractor shall use its best efforts, energy and skill in its own name and in such manner as it sees fit.

Insurance. The Contractor warrants that it will obtain and keep in full force and effect at all times hereunder workers' compensation, general liability and errors and omissions or professional liability insurance covering all of its Services.

The Contractor shall provide to the Client copies of all policies required to be maintained, and a Certificate of Insurance indicating said coverage shall be provided to the Client upon request.

The Contractor also warrants and represents that it has properly classified all of its workers, has and will maintain all required licenses and certifications.

Property Rights and Confidentiality. Throughout the duration of this Agreement, it may be necessary for the Contractor to have access to the Client's confidential and protected information for the sole purpose of performing the Services subject to this Agreement.

The Contractor is not permitted to share or disclose such confidential information whatsoever, unless mandated by law, without written permission from the Client. The Contractor's obligation of confidentiality will survive the termination of this Cleaning Services Agreement and stay in place indefinitely.

Upon the termination of this Cleaning Services Agreement, the Contractor agrees to return to the Client any and all Confidential Information that is the property of the Client.

Indemnification and Release. The Contractor agrees to take all necessary precautions to prevent injury to any persons or damage to property during the term of this Agreement, and shall indemnify, defend and hold harmless the Client, its officers, directors, shareholders, employees, representatives and/or agents from any claim, liability, loss, cost, damage, judgment, settlement or expense (including attorney's fees) resulting from or arising in any way out of injury (including death) to any person or damage to property arising in any way out of any act, error, omission or negligence on the part of the Contractor or any of the Contractor's employees in the performance or failure to fulfill any Services or obligations under this Agreement.

Access. The Client agrees to provide the Contractor with the necessary access to the Property, and to all areas of the Property scheduled to be cleaned as defined under Scope of Services, at the scheduled date(s) and time(s). Failure to do so allows the Contractor to deem the failure as a material breach and is subject to the appropriate legal remedies.

Termination. This Cleaning Services Agreement may be terminated at any time by mutual agreement by the Client and Contractor.

This Cleaning Services Agreement shall be effective on the date hereof and shall continue until terminated by either party upon <u>60 bu</u>siness days written notice.

The Client understands that the Contractor may terminate this agreement at any time if the Client fails to pay for the Services provided under this Agreement or if the Client breaches any other material provision listed in this Cleaning Services Agreement. Client agrees to pay any outstanding balances within 30 days of termination.

No Exclusivity. The Parties subject to this Agreement understand and acknowledge that this Agreement is not exclusive. Each Party respectively agrees that they are free to enter into other similar Agreements with other parties.

Warranty. The Contractor shall provide its cleaning service and meet its obligations set forth in this Agreement in a timely and satisfactory workmanlike manner, using its knowledge and recommendations for performing its cleaning services which generally meets standards in the Contractor's region and community, and agrees to provide a standard of care, equal or superior to care used by other professionals in the same profession.

The Contractor shall perform the cleaning services in compliance with the terms and conditions of the Agreement.

Dispute Resolution. Parties to this Agreement shall first attempt to settle any dispute through good-faith negotiation. If the dispute cannot be settled between the parties via negotiation, either party may initiate mediation or binding arbitration in the State of <u>Missouri</u>. If the parties do not wish to mediate or arbitrate the dispute and litigation is necessary, this Agreement will be interpreted based on the laws of the State of <u>Missouri</u>, without regard to the conflict of law provisions of such state. The Parties agree the dispute will be resolved in a court of competent jurisdiction in the State of <u>Missouri</u>.

Governing Law. This Cleaning Services Agreement shall be governed in all respects by the laws of the State of <u>Missouri wi</u>thout regard to the conflict of law provisions of such state. This Agreement shall be binding upon the successors and assigns of the respective parties.

Force Majeure. Contractor and any of its employees or agents shall not be in breach of this Cleaning Services Agreement for any delay or failure in performance caused by reasons out of its reasonable control. This includes, but is not limited to, acts of God or a public enemy; natural calamities; failure of a third party to perform; changes in the laws or regulations; actions of any civil, military or regulatory authority; power outage or other disruptions of communication methods or any other cause which would be out of the reasonable control of the Contractor.

Legal Fees. Should a dispute between the named Parties arise that lead to legal action, the prevailing Party shall be entitled to any reasonable legal fees, including, but not limited to attorneys' fees.

No Assignment. This Agreement shall be binding upon the undersigned and their respective heirs, representatives, successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile. email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Electronic Signatures. This Agreement and related documents entered into in connection with this Agreement are signed when a party's signature is delivered electronically, and these signatures must be treated in all respects as having the same force and effect as original signatures.

Amendment. This Agreement may be amended only by a writing signed by all of the Parties hereto.

[Signatures on Following Page]

Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties regarding the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.

IN WITNESS WHEREOF, the undersigned have executed this Cleaning Services Agreement effective as of the <u>1st day</u> of <u>July</u>, 2025 (the "*Effective Date*").

Dated: 18/06/2025 Dated: 6/17/2025 Marnae Chavers (Jun 18, 2025 09:56 CDT) Contractor's Signature Client's Signature Houston Professional Group, LLC Marnae Chavers Contractor's Printed Name or Entity Client's Printed Name or Entity Contractor's Contact Information: Client's Contact Information: Address: 22 Moselle Ct, Florissant, MO 63031 Address: 2315 Miami Street Phone Number: 314-619-5164 Phone Number: 314-252-0602 $Email\ Address: \underline{\hspace{1cm}}^{marnae.chavers@kairosacademies.org}$ Email Address: Houstonprofessional1@gmail.com

Exhibit A

Services

The Contractor agrees to perform the following cleaning and maintenance services as part of this agreement with Kairos Academies:

- Cleaning and sanitizing of classrooms, hallways, offices, and common areas
- Dusting and polishing of furniture and fixtures
- Vacuuming and mopping of floors
- Disinfecting and cleaning of restrooms
- Emptying and sanitizing of all trash and recycling bins
- Carpet shampooing to be performed three times annually: in August, December, and during Spring Break
- Internal painting to be completed every six (6) months, with touch-up painting conducted as needed
- Upholstery cleaning, including pick-up and delivery of items, provided upon request
- Additional cleaning tasks as requested by Kairos Academies

ie Contractor is entitled to reimbursement of the following expenses incurred while performing such	L
eaning services:	
The Contractor agrees that any expense not listed must be pre-approved by the Client. The Contractor	or
rees to provide any receipts of any other related document to such expenses.	
ther:	

EXHIBIT B

CLEANING SCHEDULE

The Client will set the schedule upon which the Contractor will provide cleaning services: $\underline{\mathbf{X}} \underline{\mathbf{W}} \mathbf{eekly}$

Person 1(Opener)

Days of Cleaning Service	Start Time	End Time
Sunday	N/A	N/A
Monday	7:15 AM	1:00 PM
Tuesday	7:15 AM	1:00 PM
Wednesday	7:15 AM	1:00 PM
Thursday	7:15 AM	1:00 PM
Friday	7:15 AM	1:00 PM
Saturday	N/A	N/A

Person 2 (Closer)

Days of Cleaning Service	Start Time	End Time
Sunday	N/A	N/A
Monday	10:00 AM	4:15 PM
Tuesday	10:00 AM	4:15 PM
Wednesday	10:00 AM	4:15 PM
Thursday	10:00 AM	4:15 PM
	10:00 AM	4:15 PM
Friday		
	N/A	N/A
Saturday		

Other:					

CLEANING SERVICE AGREEMENT_HPG

Final Audit Report 2025-06-18

Created: 2025-06-17

By: Tiffany Jones (tjones@pfh.org)

Status: Signed

Transaction ID: CBJCHBCAABAA5DUIJNN4gipjO6Zh8Rfb0cUH3nFdhMvL

"CLEANING SERVICE AGREEMENT_HPG" History

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- Document e-signed by Marnae Chavers (marnae.chavers@kairosacademies.org)
 Signature Date: 2025-06-18 2:56:49 PM GMT Time Source: server
- Agreement completed. 2025-06-18 - 2:56:49 PM GMT

Coversheet

Review Food Service Contract

Section: V. Review Contracts

Item: B. Review Food Service Contract

Purpose: Discuss

Submitted by:

Related Material: Kairos Food Service .pdf

Agreement No: 115-931

AMENDMENT TO RENEW FIXED PRICE FOOD SERVICE MANAGEMENT CONTRACT

This amendment is between (LEA) Kairos Academy and American Food & Vending Service of Delaware, Inc. The Parties now desire to amend the Contract. In Consideration of the promises contained herein and for other good and valuable consideration, the Parties hereto agree as follows:

This term of this Contract shall be for One (1) year beginning on July 1, 2025 and continuing to June 30, 2026 unless terminated by either party as provided.

The cost to the LEA for lunches for the 2025-26 school year shall be \$3.90
The cost to the LEA for breakfasts for the 2025-26 school year shall be \$2.60.
The cost to the LEA for lunches for non-students for the 2025-26 school year shall be \$_3.90
The cost to the LEA for breakfasts for non-students for the 2025-26 school year shall be \$_2.60
The cost to the LEA for snacks for the 2025-26 school year shall be \$_Not Applicable
The meal equivalent factor for a la carte sales and sales accruing from school sponsored catered
events for the 2025-26 school year shall be \$_school to input
The meal equivalent factor for outside catered events not directly invoiced to the LEA for the
2025-26 school year shall be \$ Not Applicable.

This amendment is effective July 1, 2025 and thereafter, unless otherwise amended. All other terms and conditions contained in the Contract shall remain unchanged and in full force and effect.

LEA	American Food & Vending Service of Delaware, Inc.
By:	By:
Title:	Title:
Date:	Date:
Note: A copy of this document after exec	uted by both parties must be provided to:

Department of Elementary & Secondary Education Food and Nutrition Services P.O. Box 480 Jefferson City, MO 65102 Fax: (573) 526-3897