



Crossroads Charter Schools

Special Board Meeting

Date and Time

Monday June 3, 2019 at 5:00 PM CDT

Location

816 Broadway Blvd. Kansas City, MO

Agenda

I. Opening Items

Opening Items

- A.** Record Attendance and Guests
- B.** Call the Meeting to Order

II. Educational Excellence

Educational Excellence

- A.** Pre-K MOU

III. Facilities

Facilities

- A.** Design/Build Team Selection

B. Entegrity SOW

C. 2019 Summer Construction

IV. Closing Items

A. Volunteer Appreciation Happy Hour

B. Adjourn Meeting

Coversheet

Pre-K MOU

Section: II. Educational Excellence

Item: A. Pre-K MOU

Purpose: Vote

Submitted by:

Related Material:

Pre-k cooperative MEMORANDUM OF UNDERSTANDING - Final.pdf

MEMO to Hatfield from Cossette re approval of memorandum of understandi....pdf

Memo to Miller from Hatfield and Cossette re_ preference for admissionpdf

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter “MOU”) executed this ___ day of June 2019 and is effective from July 1, 2019 until June 30, 2020, by and between the Crossroads Charter Schools, a Missouri non-profit corporation (“the School”) and United Inner City Services, a Missouri non-profit corporation (“Host Site”). At times in this MOU, the School and Host Site may be referred to collectively as the “Parties.”

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

Beginning in the school year of 2019-20, Host Site is proposing to provide pre-Kindergarten education in partnership with the School for a pre-determined number of students. The remainder of this MOU establishes the means and methods by which the Parties intend to accomplish the education of the pre-Kindergarten students at the Host Site location.

1. RESPONSIBILITIES OF HOST SITE

- a. Under the direction of the School, provide pre-Kindergarten services to 20 students from the School, between the ages of 3-5 years old who qualify for free and reduced lunch.
- b. Under the direction of the School, provide students with a minimum of One Thousand Forty-Four (1,044) hours of instruction per year.
- c. Provide classrooms with an appropriate Child Care Center license, granted from the Missouri Department of Health and Senior Services.
- d. Provide classrooms that have been recognized by the Department of Elementary and Secondary Education (DESE) as having Missouri Accreditation, or National Association for the Education of Young Children Accreditation.
- e. Under the direction of the School, ensure that classrooms maintain a teacher-to-student ratio of two teachers to twenty students (2:20).

- f. Subject to approval by the School, provide teachers of record in the pre-Kindergarten classrooms who hold a valid teaching certificate issued by DESE.
- g. Implement curriculum approved by the School, utilizing one of the four research-based early childhood approved curriculum options: Creative Curriculum, Emerging Language and Literacy Curriculum, High/Scope, or Project Construct.
- h. Evaluate school readiness using the Desired Results Developmental Profile (DRDP).
- i. At the direction of the School, hold a minimum of two (2) parent-teacher conferences per school year. Staff members or administrators from the School shall be allowed to attend parent-teacher conferences at the Host Site.
- j. Submit daily student attendance to the School in order to allow reimbursement by the School according to students' Average Daily Attendance (ADA) calculations as provided by the Missouri Department of Elementary and Secondary Education ("DESE").
- k. Share all parent contact information with the School to ensure effective communication between all parties.
- l. Contact the School if a student is absent more than five (5) consecutive days, to allow the School to contact the family of the eligible student.
- m. Provide meals to students that are compliant with requirements of federal free and reduced lunch regulations.
- n. Assist the School's efforts to collect funding from DESE and provide information and/or records to assist with the School's efforts to collect funding.
- o. Assist the School's fundraising efforts related to the costs for start-up of the Pre-K Cooperative.
- p. Comply with applicable Federal and State laws in performance of the services set forth in this Agreement, including, but not limited to Individuals with Disabilities Education Act ("IDEA"), Section 504 of the Rehabilitation Act, FERPA, HIPAA, and all rules and regulations promulgated by DESE.
- q. Ensure that all employees and volunteers at the Host Site have passed a background check complying with DESE requirements.
- r. Implement School's Handbook Policies and Procedures.
- s. Allow the School to conduct routine and spot site visits to the Host Site. Schools will also be provided access to licensing and accreditation reports for the Host Site.

- t. Remit payment to all teachers and related staff employed to perform the services described herein, including, but not limited to the remittance of any and all teacher or staff salaries, benefits and withholdings as provided by applicable law or otherwise approved by such employees, and Host Site will indemnify, defend and hold School harmless from and against any and all liability incurred by School of any kind or nature related to the employment teachers and staff working to perform any or all of the services described herein; provided that such liability is not the result of the gross negligence or willful misconduct of School.

2. RESPONSIBILITIES OF THE SCHOOL

- a. The School will be responsible for operating the pre-K program at the Host Site. The School will identify eligible students meeting the School's residency requirements. Eligible students shall be those students who are not served in an Early Childhood Special Education program, are not served in a fully funded Title I preschool and are not served in a fully funded Missouri Preschool Program. Eligible students will not be charged tuition by the School.
- b. Provide each eligible student with a Missouri Student Information System (MOSIS) number.
- c. Reimburse the Host Site an amount equal to five percent (5%) of the reimbursement rate for daily student attendance as calculated by DESE under its ADA reimbursement calculations subject in all respects to the annual appropriation condition set forth below.
- d. Supervise and approve Host Site's hiring of a certified teacher for each classroom at the Host Site campus.
- e. Provide appropriate identification, evaluation, assessment, and services for special education students and ELL students, as required by the IDEA and Missouri State Plan for Special Education.
- f. Provide related services (Speech, Occupational Therapy, and Physical Therapy) to eligible students, as determined necessary by School staff.
- g. Pursue funding of educational services provided by the Host Site by the State of Missouri.
- h. Provide Host Site with access to all School policies, procedures, and the School Handbook.

3. TERMS AND TERMINATION OF AGREEMENT

- a. This Agreement will remain in effect from July 1, 2019, through June 30, 2020 ("Initial Term"), and shall be subject to renewal by the Parties for additional one-year terms as agreed on an annual basis.

- b. Starting on the date of this Agreement's execution, and at all times thereafter this Agreement may be terminated by either Party hereto upon thirty (30) days advance written notice to the other Party. Upon notice of such termination, neither Party, however, shall be relieved from performing the covenants herein contained during such thirty (30) day period.
- c. This MOU shall be subject to annual appropriations of funds by School in accordance with its normal funding practices and/or the receipt of funding by DESE. In the event funds are not available in full or in part to cover all or any portion of the payment obligation of School, this MOU will be subject to modification or termination, depending upon the extent of available funds. Either party hereto may terminate this MOU in its entirety, without penalty, at any time, if funding is not available.

4. EMPLOYMENT VERIFICATION

- a. Prior to commencement of the Agreement effective date of July 1, 2019, Host Site shall provide to the School a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in the federal work authorization program. Federal work authorization program means the E-Verify Program maintained and operated by the United States Department of Homeland Security and the Social Security Administration, or any successor program. Host Site shall also provide the School a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the services to be provided under this Agreement.

5. PRIVACY AND CONFIDENTIALITY

- a. Host Site, as a covered entity, is required by Federal laws, including the HIPAA Privacy Rule and Security Rule, and by applicable State laws to maintain the privacy and confidentiality of protected health information of students. Host Site shall only use and disclose protected health information as authorized by Federal or applicable State laws, including to the School. The current "Notice of Privacy Practices" shall be posted on the Host Site web site.
- b. Each Party recognizes that in the course of performing this Agreement it may become aware of information that the other Party deems confidential and/or proprietary. For purposes of this Agreement, "proprietary" and "confidential" information will include all internal business practices and business records, including, but not limited to, information concerning products, pricing, fees, capitation, contracts, training products, or business methods, in any form whatsoever.
- c. Each Party agrees that it will not actively seek out financial, marketing, or contractual information that a Party would reasonably know to be confidential information or a trade or proprietary secret, except to the extent reasonably

necessary to allow the Party to perform its duties under this Agreement. In the event that a Party becomes aware of such data or information, from whatever source or for whatever purpose, such Party agrees that it shall maintain the confidentiality of such information and shall not reveal it to any third Party for any purpose without the written consent of the other Party.

- d. Each Party agrees that these provisions shall survive termination of this Agreement and shall inure to the benefit of the Parties, their successors and permitted assigns.

6. GENERAL PROVISIONS

- a. Compliance with Laws and Policies. Host Site agrees that it will comply with the applicable provisions to this Agreement of the following regulations and laws: Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232(g) and with the Individuals with Disabilities Education Act (IDEA), and Section 504 of the Rehabilitation Act of 1973, along with their implementing state and federal regulations. Host Site further agrees it will indemnify and hold the School, its agents, employees and successors harmless from any claims asserted against the School arising out of Host Site's violation of FERPA, IDEA or Section 504 and their state and federal regulations, including for any costs and attorneys' fees incurred by the School in defending such claims. A violation of any of the laws or regulations contained in this Section 6(a) by Host Site will not be considered, interpreted or construed in any way as a violation by, or on behalf of, the School. While performing services under this Agreement, Host Site agrees to refrain from harassment and discrimination on the basis of race, age, color, religion, sex, disability, ancestry or national origin.
- b. Indemnity: Host Site will indemnify and hold harmless the School and its directors, officers, employees, and agents from and against any and all liability, loss, damages, claims, costs, and expenses, including attorney fees, that may arise out of and/or be incurred in connection with any act or omission caused by Host Site, or any employee or agent of Host Site, in the performance or omission of an act or responsibility assumed or deemed to be assumed by Host Site pursuant to this Agreement.

Additionally Host Site shall identify the School as a Certificate Holder for the Commercial General Liability Policy that covers Host Site. The School is a covered insured under this Policy which Policy shall include coverages for general liability coverage, including death and bodily injury, automobile liability coverage, employer liability and/or worker's compensation in the amounts required by the State of Missouri and professional liability/errors and omissions liability coverage, including coverage for child endangerment. Nothing contained herein shall be deemed to provide any waivers of sovereign immunity, nor require the School to indemnify Host Site for any losses, claims, demands, or causes of action for which the School has not waived sovereign immunity, except to the extent such waivers are provided by statute in Mo.Rev.Stat. Sections 537.600 and 537.610 et. seq. Further, any insurance purchased by Host Site is not intended to act as a waiver, nor is it a waiver of any defense available to the School and its employees by statute or at common law.

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

- c. Relationship Between Parties: The Parties hereto are independent contractors and are not, and shall not be deemed for any purpose, to be joint ventures. No Party shall hold itself out as the partner or agent of the other Party or make representations or warranties on behalf of the other Party, except as otherwise expressly agreed.
- d. Severability: If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the validity of the remaining provisions of this Agreement shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid. It is provided, however, that the basic purposes of this Agreement must be achievable through the remaining valid provisions.
- e. Caption and Headings: The captions and headings throughout this Agreement are for convenience and reference only. The words of the captions and headings shall not be construed to be part of the binding provisions of this Agreement.
- f. Trademarks and Symbols: The School and Host Site reserve the right to control the use of their respective names and any of their respective symbols, trademarks and service marks, presently existing or subsequently established. The School and Host Site agree not to use words, symbols, trademarks, service marks and other devices including the corporate name of the other in advertising, promotional materials or otherwise, without the prior written consent of the other. The School and Host Site will cease any previously approved usage immediately upon termination of this Agreement. The School and Host Site further agree that any advertising, promotional materials or other items which include the name of The School or Host Site are the property of the appropriate namesake and will be returned to the owner either upon request or at termination of the Agreement.
- g. Waiver: Failure by The School, Host Site, or both to insist upon compliance with any term or provision of this Agreement at any time or under any set of circumstances will not operate to waive or modify that provision or render it unenforceable at any other time irrespective of whether the circumstances are the same. No waiver of any of the terms or provisions of this Agreement will be valid or of any force or effect unless in each instance the waiver or modification is contained in writing expressing such alteration or modification and executed by the School and Host Site.
- h. Complete Agreement. This Agreement and any Attachments or Amendments to it constitutes the entire Agreement between the Parties. The representations, warranties, covenants, and Agreements set forth herein constitute all of the representations.

warranties, covenants, and Agreements between the Parties and upon which the Parties have relied. All prior Agreements, either oral or written relating to the subject matter of this Agreement, not expressly set forth herein, are of no force or effect.

- i. Amendment: This Agreement may be amended at any time in writing between the School and Host Site.
- j. Governing Law: This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Missouri.
- k. Jurisdiction and Venue: Any legal action in connection with this Agreement shall be filed in the Circuit Court of Jackson County, Kansas City, Missouri, the United States District Court for the Western District of Missouri, as appropriate, to which subject-matter and personal jurisdiction and venue the Parties expressly agree. In the event that any action is taken by either party to enforce any term, covenant or condition of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees, collection service expenses, court costs and related expenses from the non-prevailing party.
- l. Survival: All representations and warranties made in this Agreement and all terms and provisions hereof intended to be observed and performed after the termination hereof, shall survive such termination and continue, thereafter, in full force and effect.
- m. Counterpart Agreements: This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.
- n. Notices: All notices required to be given hereunder shall be made in writing and shall be deemed sufficiently given if delivered in person or mailed by first class registered or certified mail, to the following addresses:

If to School: Crossroads Charter Schools
Attn: Dean Johnson
1011 Central Street
Kansas City, MO 64105

If to Host Site:

[SIGNATURE PAGE TO FOLLOW]

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

UNITED INNER CITY SERVICES (HOST SITE)

By: _____
Name: _____ Date
Title: _____

CROSSROADS CHARTER SCHOOLS (THE SCHOOL)

By: _____
Dean Johnson, Executive Director Date



Memorandum

To: Anne Miller and Interested Parties

From: Chuck Hatfield and Alix Cossette

Re: Approval of memorandum of understanding for Pre-K Cooperative

Date: May 21, 2019

Charter school boards are in the process of approving the memorandum of understanding they will sign with a host site to operate a pre-K program as part of the Kansas City Pre-K Cooperative (the “Cooperative”). The purpose of this memo is to provide those boards with an understanding of why the Department of Elementary and Secondary Education (“DESE”) should reimburse these charter schools for the students in the pre-K programs that are part of the Cooperative.

Due to changes made by the general assembly during the 2019 legislative session, there are now two options for a charter school to have a pre-K program.¹ A charter school may either (1) “operate” a pre-K program itself or (2) contract with an outside organization to operate a pre-K program. Based on our conversations with DESE it is our belief that charter schools participating in the Cooperative will receive reimbursement because they fall under option (1), “operating” a pre-K program. Even if DESE does eventually decide not to reimburse under this provision, charter schools will still be eligible for reimbursement because they can contract with an outside organization to operate a pre-K program.

I. Charter schools participating in the Cooperative are operating the Pre-K programs.

Under the first option, a charter school must have operational control of its pre-K program in order to receive reimbursement for the students in the program.² The question of whether a charter school could have operational control of a pre-K program using the Cooperative model was the main sticking point with DESE. Based on the statute, the charter school’s plan to maintain operational oversight, as provided in the memorandum of understanding, meets the statutory requirements that the charter school “operate” the pre-K program. Over multiple phone calls and meetings with DESE, we feel confident we came to a resolution on the operational control question.

¹ See §163.018, RSMo as amended in Senate Substitute for Senate Committee Substitute for House Bill 604 (2019). If the governor signs this legislation, the new provisions added to section 163.018, RSMo, will not be effective until August 28, 2019.

² §163.018, RSMo (“[P]upils between the ages of three and five who are eligible for free and reduced price lunch and attend an early childhood education program that is operated...by a charter school that has declared itself a local educational agency...shall be included in the...charter school’s calculation of average daily attendance.”)

DESE did review a draft of the memorandum of understanding. They have voiced no objections to the model. While there may need to be minor changes made to the memorandum of understanding to allay any lingering concerns DESE has, we feel confident that the charter schools participating in the Cooperative will be reimbursed pursuant to the requirements of option 1 for the students in the pre-K program.

II. Even if DESE determines the charter schools do not meet the “operated by” requirements, new language in House Bill 604 allows charter schools to contract with Pre-K programs.

Even if DESE decides that the Cooperative model does not meet the requirements that a charter school “operate” a pre-K program, charter schools participating in the Cooperative should be reimbursed because they will be able to contract with an organization to operate a pre-K program. If this occurs, a contract can be drafted based on the memorandum of understanding. Charter schools can enter into this contract with the host site. DESE has yet to establish the pre-K standards, but they will be quite easy to meet with the existing program/model, thereby ensuring that charter schools receive reimbursement for students in the pre-K program.

ASC



Memorandum

To: Anne Miller
From: Chuck Hatfield and Alix Cossette
Re: Preference for Pre-K Admission for Free and Reduced Lunch Participants
Date: May 21, 2019

You asked us to review new language in section 160.410, RSMo, found in Senate Substitute for Senate Committee Substitute for House Committee Substitute for House Bill 604 (“HB 604”) to determine how it affects admissions for pre-K programs operated by charters schools. **With the new language in HB 604, pre-K programs operated by a charter school may choose to admit only students eligible for the free and reduced price lunch program.**

Charter schools are prohibited from discriminating in their admissions process. “A charter school shall not limit admission based on race, ethnicity, national origin, disability, income level, proficiency in the English language or athletic ability...”¹ Because of this non-discrimination provision, there was a concern that charter schools could not choose to admit only pre-K students eligible for the free and reduced price lunch program.² However, HB 604 includes language that resolves this concern and allows charter schools to give a preference for “admission to students who will be eligible for the free and reduced price lunch program in the upcoming year.”³ This preference for admission applies to the pre-K programs operated by charter schools.

Because new language in HB 604 allows for a preference in admission for students eligible for the free and reduced price lunch program, charter schools may limit admission to their pre-K programs only to students eligible for the free and reduced price lunch program.

ASC

¹ §160.410.3, RSMo.

² Pursuant to section 163.018, RSMo, the State will only reimburse charter schools for pre-K students eligible for the free and reduced price lunch program.

³ §160.410.2(3), RSMo, Senate Substitute for Senate Committee Substitute for House Committee Substitute for House Bill 604 (2019).

Coversheet

Design/Build Team Selection

Section: III. Facilities
Item: A. Design/Build Team Selection
Purpose: Vote
Submitted by:
Related Material:
Design Builder Bid Tab - Crossroads Community Center - Board Approval Version.pdf

Crossroads Charter Schools Community Center				
Design Builder Bid Tabulation				
MC Realty Group, LLC				
May 1, May 7 and May 28, 2019				
Firm Receiving Bid Package:	Possible Points	BNIM/Turner	Burns & McDonnell	Gould Evans/McCown Gordon
		Notes	Notes	Notes
Submittal Requirements				
1. Proposer's name, address and contact information	5	5	5	5
2. If proposer is a joint venture, identify members and structure. Describe previous Design/Builder experience.	10	8	10	8
3. Proposer's history and background, relevant experience and references for similar projects.	10	8	5	10
4. Other information the selection panel should evaluate: Added for interviews learning opportunities/internships with Crossroads	10	7	5	10
5. Describe proposer's ability to staff a project of this magnitude and identify the staff that will be assigned to this project. Include brief resumes, describe what their roles will be and include a team organizational chart.	10	10	10	10
6. Identify proposer's M/WBE participation commitment for professional services. (20% MBE and 9% WBE)	10	10	5	10
7. Describe proposer's methods and track record for obtaining M/WBE participation for construction services. (20% MBE and 9% WBE)	5	5	5	5
8. Describe how proposer's compensation for design and construction services will be calculated. Interview: updated to state fees based on \$8,000,000 design/build contract.	10	9	9	9
9. Provide a proposed form of agreement with proposer suggested edits included.	10	10	10	10
10. Identify proposer's bonding capacity.	5	5	5	5
11. Describe the length and breadth of warranties for construction services.	5	5	5	4
12. Provide references for 3 similar projects where Proposer provided the same or similar services.	10	8	5	10
13. Identify the recommended scope of services required prior to the fundraising pause and the cost for proposer's services from the time of award to the fundraising pause.	10	9	9	9
	110	99	88	105
Cost of Team's services to get to the "Fundraising Pause" and approval from KCMO for the Community Center Final Development Plan:		\$ 20,000		\$ 32,500
Balance of design fee:		\$ 380,000	Burns & McDonnell was eliminated from consideration prior to soliciting this detail from the proposers.	\$ 488,263
Contractor fixed costs (insurance and on site construction staff):		\$ 209,886		\$ 199,901
Contractor Fee		\$ 220,000		\$ 289,157
ESTIMATED Subtotal of Non "Bricks & Mortar" Costs		\$ 829,886		\$ 1,009,821
Review Committee comment key:		Positive Comment	Neutral Comment	Negative Comment
Bid Review Committee meeting notes from May 1, May 7 and May 28, 2019:				
A. The Crossroads Community Center Design/Builder Bid Review Committee convened at MC Realty offices at 1:00 p.m. on May 1, 2019.				
B. Present were: Tom Coulter (MC Realty Group), Courtney Hughley (CCS), Dean Johnson (CCS), Don Maxwell (Donald E. Maxwell, LLC), Richard Moore (CCS) and Jennifer Overholtzer (MC Realty)				
C. Bids from BNIM/Turner, Burns & McDonnell, and Gould Evans/ were reviewed and result was the decision to interview all three bid responder teams.				
D. Additional questions given to teams to address in the interviews: 1. How the Design/Build approach will work for this project, experience in delivering projects this way, relevant firm and staff experience, Budget and Fees: based on a Design Build GMP contract value of \$8,000,000, clearly state the cost, scope of work and estimated duration anticipated from NTP to "fundraising pause", Proposer's MBE/WBE participation commitment for Professional Services. Proposer's methods and track record for obtaining M/WBE, experience with not for profit organizations, experience with aiding owners in securing donations, financing and incentives on similar projects, possibilities for engaging Crossroads students in learning or internship opportunities associated with design and construction process for this project.				
E. Interviews were held on Tuesday, May 7th and present were Tom Coulter (MC Realty Group), Courtney Hughley (CCS), Dean Johnson (CCS), Don Maxwell (Donald E. Maxwell, LLC), Richard Moore (CCS) and Jennifer Overholtzer (MC Realty). Following the interviews, the Review Committee agreed to eliminate Burns & McDonnell from further consideration. Subsequently, the Review Committee asked the remaining teams to clarify their fixed costs for design and construction services based on a hypothetical \$8,000,000 Design/Build Guaranteed Maximum Price Contract.				
F. Based on the proposals and interviews, and review of the requested supplemental information, the committee recommends awarding the contract to the Turner/BNIM Team.				

Coversheet

Entegrity SOW

Section: III. Facilities
Item: B. Entegrity SOW
Purpose: Discuss
Submitted by:
Related Material: Board Update_05-31-2019.pdf



After reviewing potential project scopes, the team is focusing on a project that accomplishes the following:

1. Comprehensive LED Upgrade
 - a. Thayer New Design
 - i. Addresses fire sprinkler blockage and focuses on energy efficient/cost effective solution
 - b. Complete retrofit at 1011 Central, 1015 Central
 - c. Minor retrofit at Quality Hill
2. HVAC Replacement & Retrofit at 1011 Central
 - a. New condensers
 - b. New evaporator coils
 - c. Retrofit air-handling fans to variable speed
3. HVAC Replacement at 1015 Central
 - a. New condensers and indoor units for aged equipment
 - b. Potentially different equipment type than existing
4. HVAC Scheduling at Quality Hill
 - a. Eliminate cooling/heating when facility unoccupied
5. Utility Rate Adjustment at Quality Hill
6. Solar
 - a. Will remove if too costly

To provide the final financial analysis, the following actions are underway:

1. Final design and pricing of Thayer LED solution
2. Final design and pricing of 1015 Central HVAC replacement
3. Additional pricing for solar array
4. Determine funding source
 - a. PACE or standard loan
5. Determine amount of owner cash contribution

Entegrity seeks to have the contract prepared for review at the June 24th board meeting.

Coversheet

2019 Summer Construction

Section: III. Facilities
Item: C. 2019 Summer Construction
Purpose: Vote

Submitted by:

Related Material:

Special Meeting - Board Resolution Authorizing Renovation - June 2019.pdf

Estimate Central Street 2019.05.20.pdf

Bid Tab - QH Porch Summer 2019 REVISED to include windows (1).pdf

Summer 2019 CPA Construction Sources and Uses.pdf

Crossroads CPA Phase II Scope of Work Revised 19.06.03 .pdf

CPA Phase II Budget 19.06.03.pdf

**RESOLUTIONS OF THE BOARD OF DIRECTORS OF
CROSSROADS CHARTER SCHOOLS
ADOPTED AT A SPECIAL MEETING THE BOARD OF DIRECTORS**

The undersigned, being the Secretary of the Board of Directors of Crossroads Charter Schools, a Missouri non-profit corporation (the "Corporation"), by this instrument hereby certifies that the following resolutions were adopted by the Board of Directors of the Corporation (the "Board") at a special meeting of the Board on June 3, 2019 duly called, noticed and held.

Whereas, the Corporation is the owner of certain real property and improvements commonly known as 816 Broadway Blvd., Kansas City, Missouri 64105 (the "Thayer Building"); and

Whereas the Corporation conducted a substantial renovation of the Thayer Building immediately following its acquisition of the property in the summer of 2018 in order to make it suitable for classes on the first day of school, 2018; and

Whereas, the Corporation engaged Turner Construction Company ("Turner") to perform construction services in and upon the Thayer Building which services were substantially completed on or about August 2, 2018 (hereinafter, "Phase I"); and

Whereas, the Corporation now seeks to make additional improvements to the Thayer Building in order to preserve the physical integrity of the building and further maintain the safety and welfare of the students and faculty using the building more particularly described in Exhibit A attached hereto (collectively, "Phase II"); and

Whereas, in order to complete Phase II prior to the start of the 2019/2020 school year, the Corporation authorized the engagement of Turner to initiate certain work and order certain furnishings, fixtures and equipment necessary to complete Phase II during the regular meeting of the Board on May 20, 2019; and

Whereas, the Corporation has now determined that the cost to implement Phase II will be an amount equal to Nine Hundred Fifty Thousand Dollars (\$950,000); and

Whereas, the Corporation's Operations Policy Appendix R provides, in part, that all purchases of \$250,000 or more that are not otherwise provided in the annual budget shall require the release of a request for proposal (RFP) from not less than three (3) providers of such goods or services unless the Board, in its sole discretion, determines to engage a provider of such goods or services previously contracted with the Corporation to provide the same goods or services within the one (1) year period immediately prior to the date upon which the requested for proposal was to be made; and

Whereas, the Board authorized the Corporation's engagement of Turner to perform the construction services necessary to complete Phase II as a contractor that was contracted in less than one year from the completion of the same or similar services in compliance

with the Corporation's Operation Policy Appendix R during the May 20, 2019 Board meeting; and

Whereas, the Corporation seeks to authorize the further engagement of Turner to complete the construction services necessary to complete Phase II for a cost not to exceed \$950,000.

BE IT THEREFORE RESOLVED AS FOLLOWS:

1. That the Corporation hereby authorizes and approves the implementation of Phase II for a cost not to exceed \$950,000 in construction services.
2. That the Corporation hereby authorizes the engagement of Turner to perform the construction services necessary to complete Phase II.
3. That the Executive Director of the Corporation, Dean Johnson, shall be, and is authorized and directed to execute and deliver, for and on behalf of the Corporation, all contracts, agreements, instruments, and documents, including, without limitation, construction services agreements, and any and all amendments thereto, as such Executive Director may deem to be necessary or appropriate to carry out the intent and purpose of these resolutions. All the foregoing documents shall contain the terms and conditions and be in such form as the Executive Director shall determine, his execution thereof being conclusive evidence of the suitability and propriety thereof.
4. That the Executive Director of the Corporation shall be further authorized and directed to revise, amend or otherwise modify the scope of work more particularly describing Phase II in the Executive Director's discretion and as such Executive Director deems necessary or appropriate to carry out the intent and purpose of these resolutions, provided, however, that any revision, amendment or modification of the scope of work referenced herein shall not increase the cost associated with the performance of construction services to an amount in excess of \$950,000.
5. That all acts and deeds heretofore done by the Executive Director or any officer or officers of the Corporation for and on behalf of the Corporation in entering into, executing or delivering any documents, instruments or agreements accruing out the terms and intent of the foregoing resolutions are hereby ratified, approved and confirmed in all respects.

Date Signed: June 3, 2019

Patricia Crawford, Secretary

**Crossroads Central Street
2019 Summer Improvements**



	ITEM	QUANTITY	UNIT	U/P	TOTAL
CLARIFICATIONS:					
1	This estimate is based on the RFP narrative provided by MC Realty Group				
2	Excludes hazardous material removal and abatement				
3	This estimate includes insurances, contingencies, general requirements, and fee.				
4	All work is assumed to be normal working hours 7:00am - 5:30pm				
5	Floor patching assumes the use of owners attic stock to match existing				
6	Permit has cost has not been figured in this pricing				
7	MEP drawings will be required for permit				
Central Street Improvements					
a. Classroom 108 Improvements-					
	GENERAL REQUIREMENTS	5.00%	ls		0
	Installation of tack style carpet over VCT (24'x29') REMOVED FROM SCOPE	0	sf	7.00	0
SUB TOTAL DIRECTS:					0
	CONSTRUCTION CONTINGENCY	4.00%	%		0
	INSURANCE & FEE				0
TOTAL					0
b. New Storage Room Between 108/109					
	GENERAL REQUIREMENTS	5.00%	ls		1,013
	Moving of lockers to lower level	1	ls		895
	Repair walls and flooring after locker removal	1	ls		656
	New adjustable wood shelving units	0	ls		0
	New wall to ceiling with new frame, wood door and hardware	0	ls		0
	New Glass wall floor to ceiling with aluminium door (ISF)	120	sf		13,200
	Aluminium window above back wall to close off office	30	sf		4,300
	New HVAC grille / diffuser	1	ls		1,200
SUB TOTAL DIRECTS:					21,264
	CONSTRUCTION CONTINGENCY	4.00%	%		851
	INSURANCE & FEE				1,399
TOTAL					23,513
c. Classrooms 110/110					
	GENERAL REQUIREMENTS	5.00%	ls		1,264
	New Barn door 10' x 10'	1	ls		11,310
	Reinforcing in wall steel for door	1	ls		5,141
	Demo & repair of drywall around barn door	1	ls		4,781
	Whiteboard paint for both sides of door	1	ls		924
	Moving of electrical, data , motion sensors in wall	1	ls		2,570
	Patching of floor, base for new opening	1	ls		550
SUB TOTAL DIRECTS:					26,540
	CONSTRUCTION CONTINGENCY	4.00%	%		1,062
	INSURANCE & FEE				1,746
TOTAL					29,348
d. Classroom 124					
	GENERAL REQUIREMENTS	5.00%	ls		488
	New ADA sink with apron, counter and cabinets	1	ls		4,627
	Plumbing rough in and drains for sink	1	ls		5,141
SUB TOTAL DIRECTS:					10,256
	CONSTRUCTION CONTINGENCY	4.00%	%		410
	INSURANCE & FEE				675
TOTAL					11,341
e. Classroom 125					
	GENERAL REQUIREMENTS	5.00%	ls		533
	New ADA sink with apron, counter and cabinets	1	ls		4,627
	Plumbing rough in and drains for sink	1	ls		5,141
	Moving of 40 lockers to lower level	1	ls		895
SUB TOTAL DIRECTS:					11,196
	CONSTRUCTION CONTINGENCY	4.00%	%		448
	INSURANCE & FEE				737
TOTAL					12,381
TOTAL					76,583



6/3/2019

PROJECT INFORMATION:

Quality Hill Porch Wood Rot Repair

Construction Bid Breakdown

Description	TOTAL
GRs/Insurance/Fee	\$ 3,331
Wood Rot Repair	\$ 8,331
Window Repair/Replacement Allowance	\$ 15,000
Painting	\$ 8,440
Contingency at 15%	\$ 4,898
TOTAL Not to Exceed Price:	\$ 40,000
Turner in-kind Gift of \$6,000 for interior shelving	\$ -

2019 Summer Renovations Sources and Uses

Crossroads Preparatory Academy

Sources

	<i>Sherman Family Foundation</i>	\$250,000
	<i>11th Street Corridor Neighborhood Improvement Fund</i>	\$277,750
	<i>The Sosland Foundation</i>	\$25,000
	<i>FY19 Operational Funding</i>	\$160,000
	<i>FY20 Operational Funding</i>	\$205,000
	<i>Institute of Real Estate Management</i>	\$5,600
<i>Total Sources</i>		\$923,350
<i>Pending Grant Requests</i>		\$30,000
<i>Total Potential Sources</i>		\$953,350

Uses

	<i>Soft Costs</i>	\$71,000
	<i>Hard Construction Costs</i>	\$786,000
	<i>Furniture, Fixtures and Equipment</i>	\$83,000
	<i>Owner Contingency</i>	\$10,000
	<i>Total Uses</i>	\$950,000

Notes:

CSP renovation funds reallocated to Operational funds

Will manage project to \$920K if grant not approved

Includes approx. \$50K of contingency

Crossroads CPA Phase II (Summer 2019 Renovation Work)

Scope of Work Description

May 17, 2019 – Revised June 3, 2019

The following is a description of the proposed scope of work for the summer 2019 improvements at Crossroads CPA (816 Broadway). Work to be performed by Turner Construction and subcontractors:

1. Interior Improvements:

- a. 5th floor renovations – Renovate a portion of the currently unoccupied 5th floor for 11th grade students. Highlights of the planned improvements include:
 - Minor demolition of existing office walls to make room for classrooms, constructing new walls to provide a total of 4 classrooms and 5 offices.
 - One classroom will be built-out as a chemistry lab with sinks and eye wash station.
 - One classroom will be maintained as a video and audio-visual studio, linked to an adjacent sound-recording and processing lab.
 - Complete the ADA single unisex restroom. The plumbing infrastructure is already in place (installed during the 2018 renovations).
 - Add a second raised handrail surrounding the atrium, and cover the existing planter boxes with painted plywood.
 - Add a security film over approximately 24 windows on the south side of the building.
 - Add plexiglass to cover interior classrooms windows on levels 3, 4 & 5.
 - Purchase and install lockers for 5th floor. Repair locks on the existing lockers on 3 & 4.
 - The mechanical, fire, and emergency systems will be adjusted to function for the revised level 5 layout.
 - Work performed by other vendors under direct contract with Crossroads (outside of Turner contract): Addition of security cameras (Atronic Alarms), IT infrastructure (K12itc), and projectors (KCAV) for working classrooms.
 - b. 4th Floor –
 - Greater enhancements to the safety handrail around the atrium.
 - Repair locks on the existing lockers. Locker manufacturer provided new locks at no cost, will be a cost for Turner to install.
 - Add plexiglass to cover interior classrooms windows on levels 3, 4 & 5.
 - c. 3rd Floor
 - Greater enhancements to the safety handrail around the atrium.
 - Repair locks on the existing lockers. Locker manufacturer provided new locks at no cost, will be a cost for Turner to install.
 - Add plexiglass to cover interior classrooms windows on levels 3, 4 & 5.
 - d. 1st Floor
 - West vestibule extension (see exterior improvements below)
 - Greater enhancements to the safety handrail around the atrium.
 - e. Lower Level
 - Add electrical and plumbing for washer and dryer in the south side mechanical room.
2. Exterior Improvements – Approved TIF Neighborhood Improvement Fund (50% of Project Costs will be reimbursed to the school):

- a. **West Vestibule Extension:** The building's existing west stairwell exits out on the ground level to the outside of the building. This project involves extending the west vestibule (Bank Street side) out several feet so that the exit stairwell would be enclosed and essentially existing inside the building (rather than outside the building) and be a part of the cohesive flow of the students in school.
 - b. **Exterior Signage:** In order to promote the school location, Crossroads would like to create presence for the school and visibility along Broadway with a signage project. Currently the school has window applied vinyl as signage and is only visible at street level. In order to make an impact and to create a higher visibility for the school, this project would involve adding applied letters, "Crossroads Prep" (or other wording to be finalized), with electrical for backlighting, to the exterior of the building.
 - c. **Historic Façade Exterior Painting:** Under the consultation of our design team and historic consultant, painting the five-story façade due to chipping, wood rot, etc.
 - d. **Historic Façade Masonry & Metal Stair Stabilization:** Ground level masonry stabilization and sealant application to the façade of the building. Extensive masonry stabilization is required at the south elevation (highly visible masonry foundation from the sidewalk along 9th Street). Portions of the stone will be removed and replaced and repainted with an elastomeric coating. The project also includes removal and replacement of cove joint sealant at all elevations, repoint miscellaneous defective mortar joints, and column repairs at east elevation. Also included is restoration of the cast iron metal stair on the east elevation north end of the building. All required in order to maintain a water tight historical façade.
 - e. **Historic Façade Wood Trim Restoration:** Several areas of the wood trim around the windows and at the base of the building, where it meets the sidewalk, require replacement and restoration in order to address water concerns. Several of the trim pieces are rotted and require replacement before a bigger issue becomes involved with water infiltration.
 - f. **Interior Improvements:** A portion of the TIF NIF grant include funding some of the interior improvements, the handrail extension on level 5 and lighting upgrades (Energy Service Company, Entegrity, scope).
3. **Other Improvements:**
- a. Other improvements possible during summer 2019 under the Energy Service Company scope of work. Entegrity is working on this project plan for discussion at a future Board Meeting.
 - b. The design and construction team have prepared a menu of Additional Alternates for minor upgrades and improvements to several of the scopes described. Most of these improvements will be possible later even if they are not possible within the 2019 summer scope or schedule.

<u>PROJECT BUDGET</u>		
Project Name:	Crossroad Preparatory Academy - Phase II	
Date:	June 3, 2019	
NOTES	DESCRIPTION	TOTAL
	Soft Costs	
Note 1	Architectural & Engineering (BNIM & Subconsultants)	\$ 50,000
Operation Budget	Financing Fees	\$ -
Operation Budget	Legal Fees	\$ -
Note 1	Project Management (MC Realty Group)	\$ 21,000
	Subtotal Soft Costs	\$ 71,000
	Hard Costs	
Turner	Construction Costs - Interior Improvements	\$ 441,000
Turner	Construction Costs - TIF/NIF - Exterior Improvements	\$ 345,000
	Subtotal Hard Costs	\$ 786,000
	FF&E	
Atronic Alarms	Security (5th floor & additional cameras on 1, 3, & 4)	\$ 33,000
K12itc/KCAV	IT (WIFI access hubs, speakers, projectors etc)	\$ 25,000
	Furniture & Equipment (classroom furniture, moving, etc.)	\$ 25,000
	Subtotal FF&E	\$ 83,000
	Contingency	\$ 10,000
Total Project Budget Crossroads Preparatory Academy Phase II		\$ 950,000
Note 1: Does not include fees associated with the Energy Service scope of work.		