



Teach Las Vegas

TEACH LV Special Board Meeting

Published on March 26, 2024 at 10:32 AM PDT

Date and Time

Tuesday April 2, 2024 at 4:30 PM PDT

Location

At the school site:

And via zoom:

TEACH is inviting you to a scheduled Zoom meeting.

Topic: TEACH LV Special Board Meeting

Time: Apr 2, 2024 04:30 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://teachpublicschools-org.zoom.us/j/86890395901>

Meeting ID: 868 9039 5901

One tap mobile

+12532158782,,86890395901# US (Tacoma)

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Dial by your location

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- +1 386 347 5053 US
- +1 507 473 4847 US
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Meeting ID: 868 9039 5901

Find your local number: <https://teachpublicschools-org.zoom.us/j/kvQEpvwtv>

4660 N Rancho Dr, Las Vegas, NV 89130

and Via Zoom

Beth Bulgeron is inviting you to a scheduled Zoom meeting.

Topic: TEACH LV Special Board Meeting

Time: Apr 2, 2024 04:30 PM Pacific Time (US and Canada)

Join Zoom Meeting

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Meeting ID: 868 9039 5901

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Agenda

	Purpose	Presenter	Time
I. Opening Items			4:30 PM
A. Call the Meeting to Order		Trishawn Allison	
B. Record Attendance		Beth Bulgeron	1 m
C. Public Comment		Trishawn Allison	5 m
<p><i>Public Comment will be taken during this agenda item regarding any item appearing on the agenda. No action may be taken on a matter discussed under this item until the matter is included on an agenda as an item on which action may be taken. See NRS 241.020. A time limit of three (3) minutes, subject to the discretion of the Chair, will be imposed on public comments. The TEACH LV Chair may allow additional public comment at her discretion. Public Comment #2 will provide an opportunity for public comment on any matter not on the agenda.</i></p>			
II. CONSENT ITEMS			4:36 PM
<p>Consent Items- Items under Consent Items will be voted on in one motion, unless a member of the Board request that an item be removed and voted on separately, in which case the Board Chair will determine when it will be balled and considered for action. Due to the set-up of Board On Track, approval of any board meeting minutes will be done throughout consent and listed as items B-Z (as needed) under Consent Items.</p>			
A. Approval of Board Agenda	Vote	Trishawn Allison	3 m

	Purpose	Presenter	Time
B. Approve the Minutes from the January 23, 2024 Regular Board Meeting and the March 19, 2024 Meeting	Vote	Trishawn Allison	2 m
III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION			4:41 PM
A. Consider and Approve the Updated Fiscal Policy	Vote	Beth Bulgeron	5 m
B. Consider and Approve the Corrective Action Plan	Vote	Beth Bulgeron	5 m
C. Consider and Approve the Independent Contract for the Executive Director and Terminate Current Agreement	Vote	Beth Bulgeron	5 m
IV. Closing Items			4:56 PM
A. Upcoming Meeting Date The next Regular Board Meeting will be held on May 21st at 5 pm.	FYI	Trishawn Allison	5 m
B. Adjourn Meeting	Vote	Trishawn Allison	

Coversheet

Approve the Minutes from the January 23, 2024 Regular Board Meeting and the March 19, 2024 Meeting

Section: II. CONSENT ITEMS
Item: B. Approve the Minutes from the January 23, 2024 Regular Board Meeting and the March 19, 2024 Meeting
Purpose: Vote
Submitted by:
Related Material: 2024_01_23_board_meeting_minutes.pdf
2024_03_19_board_meeting_minutes.pdf

DRAFT



Teach Las Vegas

Minutes

TEACH LV Regular Board Meeting

Date and Time

Tuesday January 23, 2024 at 5:00 PM

Location

At the school site: 4660 N Rancho Dr, Las Vegas, NV 89130

and via zoom at:

Topic: TEACH Las Vegas Regular Board Meeting

Time: Jan 23, 2024 05:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://teachpublicschools-org.zoom.us/j/86907509360>

Meeting ID: 869 0750 9360

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Meeting ID: 869 0750 9360

Find your local number: <https://teachpublicschools-org.zoom.us/j/kdqPJ08fv9>

4660 N Rancho Dr, Las Vegas, NV 89130

and Via Zoom

Join Zoom Meeting

<https://teachpublicschools-org.zoom.us/j/87595158536>

Meeting ID: 875 9515 8536

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Meeting ID: 875 9515 8536

Find your local number: <https://teachpublicschools-org.zoom.us/j/kezT0qoaVH>

Directors Present

C. Jackson (remote), K. Bass (remote), T. Allison (remote)

Directors Absent

None

Guests Present

B. Bulgeron (remote), E. Robles (remote), M. Brown (remote), R. Carranza (remote)

I. Opening Items

A. Call the Meeting to Order

T. Allison called a meeting of the board of directors of Teach Las Vegas to order on Tuesday Jan 23, 2024 at 5:01 PM.

B. Record Attendance

C. Public Comment

There was no public comment.

II. CONSENT ITEMS

A. Approval of Board Agenda

T. Allison made a motion to Approve the Consent Agenda.

K. Bass seconded the motion.

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

Roll Call

T. Allison Aye

C. Jackson Aye

K. Bass Aye

B. Approve the Minutes from the December 5, 2023 Regular Board Meeting

T. Allison made a motion to approve the minutes from December 5, 2023 TEACH LV Regular Board Meeting on 12-05-23.

K. Bass seconded the motion.

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

III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION

A. Financial Report

T. Allison made a motion to Table the Financial Report.

C. Jackson seconded the motion.

Richard McNeel explained that Charter Impact was changing its accounting platform, which caused a delay in the preparation of the financial reports. Ms. Allison moved to table the item.

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

Roll Call

T. Allison Aye

C. Jackson Aye

K. Bass Aye

B. Meet New Board Member Candidates

Anthony Curry and Tami Bass introduced themselves and explained their background and interest in serving on the TEACH Board. Both candidates are attorneys and are committed to improving education opportunities in Las Vegas.

C. Approve the School Emergency Plan

T. Allison made a motion to Approve the School Emergency Plan.

C. Jackson seconded the motion.

Frank Williams introduced the School Emergency Plan and stated that it would be updated but covers essentials in its current state.

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

Roll Call

K. Bass Aye

T. Allison Aye

C. Jackson Aye

D. Approve the Suspension and Expulsion Appeals Process

T. Allison made a motion to Approve the Suspension and Expulsion Procedures with amendments suggested by the Board.

C. Jackson seconded the motion.

Beth Bulgeron presented the Procedures and due process rights for students and families facing suspension or expulsion. Board Member Jackson recommended specific edits which will be made before the Process is added to the website.

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

Roll Call

C. Jackson Aye

K. Bass Abstain

T. Allison Aye

E. Interim ED Report

Frank Williams gave the ED Report and discussed healthcode violations, specific student behavioral issues and enrollment. He stated that he was actively engaged in student recruitment efforts, completing compliance tasks and delivering PD to teachers.

F. Update from the Board Chair on Candidate Search and Approval of New ED Contract

K. Bass made a motion to Approve the Contract for the new Executive Director Sione Thompson.

C. Jackson seconded the motion.

Ms. Allison introduced Sione Thompson and explained that she had previously extended him an offer after conducting several interviews and he has accepted the position. Mr. Thompson introduced himself and talked about his background and leadership style and plans for the school. Board members Bass and Jackson asked Mr. Thompson questions about his experience and stance on education issues and his commitment to serving in Las Vegas.

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

Roll Call

C. Jackson Aye

K. Bass Aye

T. Allison Aye

G. Update on Monthly Reports to SCPSA

Matt Brown provided the update on areas for reporting to the SCPSA board. He reported on the progress and timeline of the reconstitution of the board, compliance, debt repayment and the planned site evaluation. He also discussed the timeline and priority of finding licensed teachers.

IV. Closing Items

A. Upcoming Meeting Date

The next Regular TEACH LV Board Meeting is scheduled for February 20th at 5 pm.

B.

Public Comment

A parent gave thanks for the team and expressed concerns about 8th graders being prepared for high school and worry about whether the programs that were promised them would still take place.

C. Board Member Comments

Board Member Bass expressed an interest in making sure the parent who shared concerns in the public comment section would have those concerns addressed.

Frank Williams interjected that he was still working on the programs for eighth graders as well as several other enrichment programs.

Each board member thanked Mr. Williams for his work and expressed enthusiasm for Mr. Thompson.

D. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:13 PM.

Respectfully Submitted,
T. Allison

DRAFT



Teach Las Vegas

Minutes

TEACH LV Regular Board Meeting

Date and Time

Tuesday March 19, 2024 at 5:00 PM

Location

4660 N Rancho Dr, Las Vegas, NV 89130

and via zoom:

4660 N Rancho Dr, Las Vegas, NV 89130

4660 N Rancho Dr, Las Vegas, NV 89130

and Via Zoom

Beth Bulgeron is inviting you to a scheduled Zoom meeting.

Topic: TEACH LV Regular Board Meeting

Time: Mar 19, 2024 05:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://teachpublicschools-org.zoom.us/j/84346818278>

Meeting ID: 843 4681 8278

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Meeting ID: 843 4681 8278

Find your local number: <https://teachpublicschools-org.zoom.us/j/kwrDLXQHc>

Directors Present

C. Jackson (remote), T. Allison

Directors Absent

K. Bass

Guests Present

B. Bulgeron

I. Opening Items

A. Call the Meeting to Order

T. Allison called a meeting of the board of directors of Teach Las Vegas to order on Tuesday Mar 19, 2024 at 5:07 PM.

B. Record Attendance

C. Public Comment

There was no public comment.

II. CONSENT ITEMS

A.

Approval of Board Agenda

T. Allison made a motion to Approve the Consent Agenda.

C. Jackson seconded the motion.

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

Roll Call

T. Allison Aye

K. Bass Absent

C. Jackson Aye

B. Approve the Minutes from the January 23, 2023 Regular Board Meeting

T. Allison made a motion to Approve the Minutes from the January 23, 2024 Regular board meeting.

C. Jackson seconded the motion.

Note 2024 meeting minutes approved and date correction noted.

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

Roll Call

T. Allison Aye

K. Bass Absent

C. Jackson Aye

III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION

A. Financial Report

Rich McNeel provided the financial report including details on grants and time frames of those grants. He also reported on key indicators (materials attached). Board member Jackson asked about the grants funding positions and the status of those positions. ED Sione Thompson stated that positions were posted and he had offers out to two new teachers and was excited about the support for recruitment.

B. Consider and Approve the Amended Budget

T. Allison made a motion to Approve the Amended Budget.

C. Jackson seconded the motion.

Rich McNeel explained the amended budget and reviewed line items on the document with the board.

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

Roll Call

T. Allison Aye

C. Jackson Aye

K. Bass Absent

C. Approve Securing a Line of Credit with Bank of Nevada

T. Allison made a motion to Approve the Line of Credit with Bank of Nevada.

C. Jackson seconded the motion.

Beth Bulgeron and Rich McNeel explained the request for a line of credit and how it was aligned to best practices.

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

Roll Call

K. Bass Absent

C. Jackson Aye

T. Allison Aye

D. Consider and Approve the Updated Fiscal Policy

This item was tabled until the next meeting

E. Approve the Addition of Sione Thompson as Bank Account Signatory in Accordance with Start Date

T. Allison made a motion to Approve the addition of Sione Thompson as a bank signer.

C. Jackson seconded the motion.

Richard McNeel presented this issue and explained why it was necessary to have the Executive Director added as a signer on the bank account to follow fiscal policy.

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

Roll Call

C. Jackson Aye

T. Allison Aye

K. Bass Absent

F. Consider and Approve the PERS Repayment Plan

T. Allison made a motion to Approve the PERS Repayment Plan.

C. Jackson seconded the motion.

Richard McNeed presented the PERS repayment plan and gave updates and projections for plan completion. Documents attached.

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

Roll Call

C. Jackson Aye

T. Allison Aye

K. Bass Absent

G. Vote on Potential New Board Member Anthony Curry

T. Allison made a motion to Approve Anthony Curry as a new Board Member.

C. Jackson seconded the motion.

Board Chair Allison introduced Anthony Curry and expressed enthusiasm for his commitment and contributions to the community. Anthony re-introduced himself and was excited to join the board.

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

Roll Call

T. Allison Aye
C. Jackson Aye
K. Bass Absent

H. Consider and Approve the Amended School Calendar for 23-24

T. Allison made a motion to Approve the Amended School Calendar for 23-24.
C. Jackson seconded the motion.
Enrique Robles presented the updated school calendar and explained that the revisions were made to correct for the two days the school was shut down for safety reasons.
The board **VOTED** to approve the motion.

Roll Call

K. Bass Absent
C. Jackson Aye
T. Allison Aye

I. Consider and Approve the 24-25 School Calendar and Bell Schedule

T. Allison made a motion to Approve the 24-25 SY Calendar and Bell Schedule.
C. Jackson seconded the motion.
Enrique Robles and Sione Thompson presented the school calendar and explained the reason for the alternative calendar to allow for additional professional development with teachers. Board Member Jackson expressed enthusiasm for using this strategy.
The board **VOTED** to approve the motion.

Roll Call

T. Allison Aye
C. Jackson Aye
K. Bass Absent

J. Executive Director Report

ED Sione Thompson presented the ED report and gave updates on recruiting, hiring, health and safety issues and overall progress of the school since his start. He expressed gratitude for support from CMO staff and was optimistic about the progress made thus far.

IV. Closing Items

A. Upcoming Meeting Date

The next Regular Board Meeting is scheduled for April 23, 2024 at 5 pm

B. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 5:47 PM.

Respectfully Submitted,
T. Allison

Coversheet

Consider and Approve the Updated Fiscal Policy

Section: III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION
Item: A. Consider and Approve the Updated Fiscal Policy
Purpose: Vote
Submitted by:
Related Material: mb.Formatted_Revised_Fiscal_Policy_Mar26.2024.docx

TEACH Las Vegas
Policies 6620, 6320, 6325, 647
Fiscal Policies and Procedures
Adopted

TEACH Las Vegas Fiscal Policies and Procedures

TEACH Las Vegas Fiscal Policy and Procedures

Executive Summary

This document outlines the fiscal policies and procedures for TEACH Las Vegas. It serves as a comprehensive guide for the management and oversight of financial operations, ensuring compliance with regulatory requirements and best practices in financial stewardship. The policies detailed herein are designed to support the mission of TEACH Las Vegas by promoting efficient use of funds, safeguarding assets, and providing a framework for budgeting, accounting, and reporting.

I. OVERVIEW AND GENERAL BUSINESS POLICIES

The Board of TEACH Las Vegas (or “School”) ~~has~~ **has** reviewed and adopted the following policies and procedures to ensure the most effective use of the funds of the School to support the mission and to ensure that the funds are budgeted, accounted for, expended, and maintained appropriately.

- 1. The Board approves financial policies and procedures, delegate’s administration of the policies and procedures to the Executive Director or Chief Operating Officer/Chief Financial Officer (CMO) and reviews operations and activities on a regular basis.**
- 2. The Executive Director has responsibility for all operations and activities related to financial management. However, the Board and Executive Director can appoint or delegate someone else to perform the responsibilities.**
- 3. Financial duties and responsibilities must be separated so that no one employee has sole control authorizing transactions, recording financial transactions and custody of assets.**
- 4. The School will maintain in effect the following principles in its ongoing fiscal management practices to ensure that:**

TEACH Las Vegas
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Policy #

- a. **expenditures are authorized by and in accord with amounts specified in the board-adopted budget,**
- b. **the school's funds are managed and held in a manner that provides a high degree of protection of the school's assets, and**
- c. **all transactions are recorded and documented in an appropriate manner.**

II. Budget Development, Oversight Calendar and Responsibilities

The School will develop and monitor its budget in accord with the annual budget development and monitoring calendar as specified below.

January - April

Charter Impact works with Executive Director and Chief Operating Officer/Chief Financial Officer to review proposed state budget for the upcoming fiscal year, and identify the likely range of revenues for the school's upcoming fiscal year (July 1 - June 30) based on projected enrollment. Once the revenue estimates are complete, Charter Impact and the Executive Director or Chief Operating Officer/Chief Financial Officer develop the remainder of the budget including staffing levels, review of fixed costs and discretionary spending. Then a five-year budget projection is developed in accordance with the schools' established strategic and growth plans.

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Budget Development, Oversight Calendar and Responsibilities (continued)

May – June

Charter Impact and the Executive Director and Chief Operating Officer/Chief Financial Officer reviews revenue projections subsequent to the Governor’s annual budget figures, fine-tunes the upcoming fiscal year budget to accommodate any changes. This budget will include monthly cash flow projections. The Board reviews and formally adopts a budget for upcoming fiscal year before June 20. A copy of the final budget is provided to the charter-granting agency.

July – August

Books for prior fiscal year are closed by Charter Impact, all transactions are posted, and records assembled for audit.

The budget is reviewed and necessary adjustments are made. A copy of the revised final budget is provided to the charter-granting agency, if applicable.

September – December

The independent auditor performs audit of the closed fiscal year and prepares audit report for submission to the Audit Committee.

At the end of the first full week of school, the Executive Director or Chief Operating Officer/Chief Financial Officer reviews the Charter School’s actual attendance figures and notifies the Board if actual attendance is below budget projections. If needed, the school’s budget is revised to match likely revenues.

The Audit Committee of the Board reviews a copy of the audit. The Executive Director address any audit exceptions or adverse findings. Once the Board approves the audit report, it is submitted to charter-granting agency.

On a monthly basis, the Executive Director and Chief Operating

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Officer/Chief Financial Officer and Board reviews current year actual versus budgeted revenues and expenditures and other financial reports as presented by Charter Impact. The Board approves any needed changes to the annual budget.

A. Budget Transfers

The Executive Director or Chief Operating Officer/Chief Financial Officer may transfer up to \$10,000 from one unrestricted budget item to another without board approval, but shall notify the Board of the transfer at the next regularly scheduled meeting.

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Policy #

B. Banking Arrangements

The School will maintain its accounts either in the County Treasury or at a federally insured commercial bank or credit union. Funds will be deposited in non-speculative accounts including federally-insured savings or checking accounts or invested in non-speculative federally-backed instruments or in the County's Pooled Money Investment Fund. If funds are held in accounts outside of the County Treasury, the Board must appoint and approve all individuals authorized to sign checks or warrants in accord with these policies and all checks over \$50,000 must be signed by two authorized signatories. Charter Impact will reconcile the school's ledger(s) with its bank accounts or accounts in the county treasury on a monthly basis.

C. Record Keeping

Transaction ledgers, duplicate unsigned checks, attendance and entitlement records, payroll records, and any other necessary fiscal documents will be maintained by school staff in a secure location for at least three years, or as long as required by applicable law, whichever is longer.

Appropriate back-up copies of electronic and paper documentation, including financial and attendance accounting data, will be regularly prepared and stored in a secure off-site location, separate from the school.

Charter Impact will retain electronic records at their site for a minimum of two (2) years; after which, the remaining five years will be the responsibility of the School.

D. Inventory Policy and Procedures

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TEACH Las Vegas will maintain an inventory management system, including inventory records, that complies with 2 CFR 200. 313(d) to ensure a full accounting of all grant funds expended for purchasing equipment, supplies, or other tangible property in connection with each grant program. Inventory records will be available for all reporting requirements, monitoring activities, and program performance and fiscal audits.

The TEACH Las Vegas inventory management system is part of the financial management system, includes records documenting compliance with Federal Statutes, regulations, and the terms and conditions of the Federal Award, and is sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditure adequate to establish that such funds have been used according to the Federal Statutes, regulations, and terms and conditions of the Federal Award.

Inventory

The charter school will maintain a complete property inventory that lists all school sites, buildings, equipment, and supplies with a value greater than \$500. This inventory will be updated as necessary. The charter school will maintain an inventory of all capital assets in accordance with governmental accounting standards. The charter school's inventory will be updated annually to include property newly purchased and disposed. Capital assets include all charter school-owned property such as land, buildings, improvements to property other than buildings (i.e., parking lots, athletic fields, playgrounds, etc.), and equipment with a value greater than \$500. This applies to fiscal record retention as well, see Section L.

Inventory Management System

TEACH Las Vegas uses a cloud-based inventory tracking software called Asset Panda. Asset Panda is a cloud-based platform that offers a suite of applications, including asset tracking and maintenance management. It is compatible with Windows, Mac, iPad, and iPhone and can be used from anywhere while updating real-time data.

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Asset Panda helps users assign contacts by location and track depreciation. TEACH Las Vegas uses a barcode scanner (an iPad) to look up asset details and automate pick lists. To retrieve or access the database, an authorized user can log in via an email through a web browser, tablet, or phone device. The IT Department is responsible for the management and administration of the system.

Asset Panda offers customized exporting and reporting features. Reports can be automated via email, with the ability to add custom calculation fields (and designate if each field should be required) before sending. Lastly, Asset Panda allows staff, students, and families to sign their technology use agreement digitally and can send a digital copy via email to those who wish to receive a digital copy.

New Inventory Procedure

- 1. Authorization for inventory purchases is acquired through the Office Books via purchase order request and then approved by the Executive Director or Chief Operating/Financial Officer, after verifying the allowability of the costs and availability of funds. Only authorized items will be considered for purchase. Specific funding sources must be identified before authorization to obligate funds and approval of purchase orders.**
- 2. Once an approved Purchase Order ("PO") is submitted to a vendor, the original order documentation and PO are provided to the School Office Manager and Business Operations Manager. Upon delivery, copies of the invoice and packing slips are also submitted to the School Office Manager and Business Operations Manager. Hard copy records are stored in the school's main office and electronically.**
- 3. Upon receipt of new items, the School Office Manager and either the IT Support Tech (for technology purchases) or the Academic Program & Campus Support Coordinator (non-technology related purchases) will inspect the inventory to ensure it's in good condition and that it matches the item(s) specified on the purchase order, invoice, and packing slip. Items are then identified and tagged, and relevant information is then entered into the Asset Panda by IT Support Tech or Office Manager by the next business day.**

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4. After the new inventory has been identified, tagged, and entered into the Asset Panda, items are stored in a secure location as directed by the Executive Director.

Inventory Information & Records (pursuant to 2 CFR 200.313(d)(1))

Inventory records will be maintained that include: a description of the property, a serial number or other identification number, source of funding for the property including the FAIN, who holds title, the acquisition date, the cost of the property, the percentage of federal participation in the project costs for the federal award under which the property was acquired, the location of the property, the condition (including if lost, damaged, or stolen) and current use of the property, and disposition data (date of disposal and sale price of the property.

Physical Inventory (pursuant to 2 CFR 200.313(d)(2))

Annually, a physical inventory is conducted in the months of June and July. Inventory records from the Asset Panda are printed and all property items are reconciled by the IT Support Tech, Academic Program & Campus Support Coordinator, and the School Office Manager. Updates are made as needed. Records from the physical inventory are reviewed and approved by the Executive Director and stored according to the records retention policy for TEACH Las Vegas.

Maintenance of Property (pursuant to 2 CFR 200.313(4))

It is the duty of the user to properly use and maintain all TEACH equipment. Regularly, the TEACH Leadership Team shall provide reminders to all staff on equipment use and the protocol to report service requests and missing or damaged equipment. In addition, classroom staff will also provide appropriate user guidelines to students, volunteers and families.

Throughout the school year, the IT Support Tech and School Office Manager will periodically check the condition of various equipment, as requested by the user or as reported. If equipment needs to be repaired or replaced, the IT Support Tech and/or School Office Manager shall make appropriate recommendations to the Executive Director.

Controls to Safeguard Property (pursuant to 2 CFR 200.313(3))

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- **Computing devices are stored in areas that can be locked and/or stored in a locked classroom. Computing devices must be checked out by a certified teacher or paraprofessional and to be used within the school building only and are not allowed to be taken off-site unless checked out to facilitate required distance learning.**
 - **If a device is required for distance learning, a Technology User Release Form must be completed and agreed to by the student and parent/legal guardian before release.**
- **For devices to be used off-site, the Executive Director shall provide the requestor's written approval or disapproval of the usage. After permission is granted, IT Support Tech will document the event in Asset Panda. No devices are allowed off-site unless proper documentation (Technology User Release Form) and approvals have been obtained.**
- **The Executive Director is notified if the equipment is lost or suspected to be stolen. If the device is suspected to be stolen, the Executive Director is also notified to launch an investigation into the stolen device. The Executive Director or designated employee would conduct interviews and document all information. A police report must be filed if necessary.**
- **Inventory records (condition of the property) will be updated by the IT Support Tech and/or School Office Manager to note that the property was lost, damaged, or stolen. Records of the investigation will be maintained according to the TEACH Las Vegas records retention policy.**

Disposal of Equipment (pursuant to 2 CFR 200.313(e))

In accordance with 2 CFR 200.313(e), when original or replacement equipment acquired with federal or state funds is no longer needed for the original project or program, the equipment may be retained, sold, or disposed of if it is not required for any other federal or state-funded project or program. TEACH will need to ensure that records are kept and made available for monitors and auditors as to where the equipment was transferred via Asset Panda. The following are the procedures to eliminate any equipment item from the inventory:

- 1. Equipment items with an acquisition cost/current per unit fair market value of less than \$2,500 and are more than three years old may be retained, sold, or disposed of with no further**

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obligation to the funding source. The IT Support Tech and/or School Office Manager must complete the disposition form; once completed, the Executive Director's approval is needed for final disposal. The disposition of such items should be noted on the equipment inventory maintained by TEACH Las Vegas.

- 2. Equipment items with an acquisition cost of \$2,500 or more may be retained, donated, or sold.**
- 3. The disposition of such items should be noted on the equipment inventory maintained by the recipient. The recipient should include the date of disposal and sales price or the method used to determine the current fair market value. This information will be retained in Asset Panda per the TEACH Las Vegas records retention policy.**

E. Attendance Accounting

The Executive Director will establish and maintain an appropriate attendance accounting system to record the number of days students are actually in attendance at the School and engaged in the activities required of them by the School. The annual audit will review actual attendance accounting records and practices to ensure compliance. The attendance accounting practices will be in conformance with Nevada Law.

- 1. ADA will be computed by dividing the actual number of days of student attendance by the number of calendar days of Instruction by the School.**
- 2. The School's Instructional calendar will include at least 175 days of Instruction. The calendar must also document that the school offers an amount of annual minutes of Instruction as required pursuant to applicable law.**
- 3. Independent study must be pre-arranged by the student's adult guardian and the School and that the adult guardian will be required to complete and submit documentation of engagement in Instructional activity to the school on forms prepared by the school. As applicable, such study shall be in full compliance with law governing independent study.**

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F. Annual Financial Audit

The Board will annually appoint an audit committee by January 1 to oversee the independent auditors for that fiscal year. Any persons with expenditure authorization or recording responsibilities within the school may not serve on the committee. The committee shall annually contract for the services of an independent certified public accountant to perform an annual fiscal audit. The audit shall include, but not be limited to (1) an audit of the accuracy of school's financial statements, (2) an audit of the school's attendance accounting and revenue claims practices, and in conjunction with (1) and (2) above, review the school's internal controls over financial reporting. The audit shall be prepared in accordance with any relevant Office of Management and Budget audit circulars if the School spends in excess of the amount which requires an audit. The Audit shall be completed, reviewed by the Board, and submitted to the charter-granting agency by December 15 of each year.

G. Required Budget and Other Fiscal Reports

The Executive Director or Chief Operating Officer/Chief Financial Officer, working in conjunction with Charter Impact, will produce and submit to the charter granting agency any and all required fiscal reports as may be required by state or federal law, or mandated by the terms of the school's charter.

H. Property and Liability Insurance

The Executive Director or Chief Operating Officer/Chief Financial Officer shall ensure that the school retains appropriate property and liability insurance coverage. Property insurance shall be obtained and address business interruption and casualty needs, including flood, fire, earthquake, and other hazards with replacement cost coverage for all assets listed in the school's Property Inventory and consumables. Premises and Board errors and omissions liability insurance shall also be

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obtained and kept in force at all times on a “claims made” form with a self-insured retention of no more than \$50,000 per occurrence and limit of no less than \$5 million per occurrence. The school’s Executive Director or Chief Operating Officer/Chief Financial Officer and other staff who manage funds shall be placed under a fidelity bond.

I. Board Compensation

Board members may not receive compensation for their services as directors or officers. They may receive reimbursement of expenses by resolution to be just and reasonable as to the time the resolution is adopted.

J. Fundraising, Grant Solicitation and Donation Recognition

All fundraising or grant solicitation activities on behalf of the school must be approved in advance by the Board. The Board shall be informed of any conditions, restrictions, or compliance requirements associated with the receipt of such funds, including grants or categorical programs sponsored by the state or federal government. The Board shall be notified no later than the next regular board meeting of the award or receipt of any funds and shall approve the receipt of any grants, donations, or receipts of fundraising proceeds prior to their deposit in the school’s accounts.

K. Contracts

Consideration will be made of in-house capabilities to accomplish services before contracting for them. Except as otherwise provided in these policies, the Executive Director or Chief Operating Officer/Chief Financial Officer may enter into contracts and agreements not to exceed \$50,000 without Board approval, provided funds sufficient for the contract or agreement are authorized and available within the school’s board-adopted budget. Contracts and agreements in excess of \$50,000 must be submitted for board approval and may be executed by the Executive Director or Chief Operating Officer/Chief Financial Officer or other person specifically designated by the Board after the Board has duly approved the contract or agreement. Board approval is only required if a contract is entered into that exceeds \$50,000 in value or an individual transaction exceeds the \$50,000 threshold. The \$50,000 board approval threshold does not apply to cumulative expenditures that may

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exceed \$50,000 in a fiscal year if no contract exists.

Office staff will keep and maintain a contract file evidencing the competitive bids obtained (if any) and the justification of need for any contracts over \$25,000. Competitive bids will be obtained where required by law or otherwise deemed appropriate and in the best interests of the school.

Written contracts clearly defining work to be performed will be maintained for all contract service providers (i.e. consultants, independent contractors, subcontractors). Contract service providers must show proof of being licensed and bonded, if applicable, and of having adequate liability insurance and worker's compensation insurance currently in effect. The Executive Director or Chief Operating Officer/Chief Financial Officer may also require that contract service providers list the school as an additional insured.

If the contract service provider is a sole proprietor or a partnership (including LP, and LLP), the Office Manager will obtain a W-9 from the contract service provider prior to submitting any requests for payments to Charter Impact.

The Executive Director or Chief Operating Officer/Chief Financial Officer will approve proposed contracts and modifications in writing. Contract service providers will be paid in accordance with approved contracts as work is performed. The Executive Director or Chief Operating Officer/Chief Financial Officer will be responsible for ensuring the terms of the contracts are fulfilled. Potential conflicts of interest will be disclosed upfront, and the Executive Director or Chief Operating Officer/Chief Financial Officer and/or Member(s) of the Governing Board with the conflict will excuse themselves from discussions and from voting on the contract.

L. Debarment Check

Before entering a contract with a vendor, TEACH will use due diligence to ensure that the vendor or contractor has not been suspended by the state or county or federal agencies for any cause. In awarding contracts,

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consideration will be given to the contractor's integrity, compliance with public policy, a record of past performance, and financial and technical resources. TEACH will not subcontract with or award sub-grants to any person or company who is debarred or suspended. For all contracts, TEACH verifies that the vendor with whom the school intends to do business is not excluded or disqualified. 2 C.F.R. part 200, Appendix II(1) and 2 C.F.R. §§ 180.220 and 180.300. All successful contractors must provide written certification that they have not been suspended or debarred from federal projects. The Chief Financial Manager and Business Manager will be responsible for verification. Such verification may include accessing the Online federal System for Award Management (SAM) to determine whether any relevant party is subject to any suspension or debarment restrictions.

Procedure:

Before entering a contract with a vendor, the TEACH Business Manager will check the potential vendor or contractor against the debarment or suspension databases. If the vendor has not been debarred or suspended, the Business Manager will record the date and results of the search in the Contract Log. In addition, the Business Manager will conduct an annual review of existing contractors for suspension or debarment annually each May and will record the results of the annual review in the Contract Log document. The Contract Log will be kept by the Business Manager and made available to the fiscal team. The Contract Log will note the results of the review, the date of the review, and other pertinent contract information.

L. Fiscal Record Retention

The charter school will maintain a complete property inventory that lists all school sites, buildings, equipment, and supplies with a value greater than \$1000. This inventory will be updated as necessary. The charter school will maintain an inventory of all capital assets in accordance with governmental accounting standards. The charter school's inventory will be updated annually to include property newly purchased and disposed. Capital assets include all charter school-owned property such as land, buildings, improvements to property other than buildings (i.e., parking lots, athletic fields, playgrounds, etc.), and equipment with a value greater than \$1000.

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M. Grant Expenditures and Requirements

The school, under the direction of the board will comply with all requirements under each grant as approved by the board of directors. This includes the proper expenditure of funds as budgeted in the grant, including, but not limited to salaries, and benefits, time and effort, travel, equipment and supplies, contracts, and training stipends.

When expending state and federal funds under the grant, or when requesting reimbursement under the grant, the school must have the following documentation:

For any purchase:

- **Billing spreadsheet**
- **Three or more quotes when required by grant.**
- **Invoice**
- **Proof of payment- receipt must clearly identify what was purchased**
- **Evidence the materials have been received or services have been provided**
- **Evidence that any purchased materials have been added to the inventory**

Time and Effort

- **Billing spreadsheet**
- **Staff Time Sheets signed by supervisor and employee**
- **Payroll register with highlighted salaries and benefits clearly identified**
- **Time and effort documentation when required**

Professional Development

- **Billing spreadsheet**
- **Paid invoices**
- **Sign in sheets**
- **Agendas**
- **Training materials**
- **A detailed description of how it will impact student achievement.**

Travel

- **School travel reimbursement form for each traveler, if required**

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- **GSA rates printed out**
- **Receipts**
- **Proof of payment**

Payroll

- **Billing spreadsheet**
- **Payroll register with highlighted salaries and benefits clearly identified**
- **Proof of payment**
- **Time and effort documentation/personal activity report (PAR), if required.**

III. PURCHASING AND VENDOR PAYMENT

A. Fiscal Allowability

Allowable expenses under Federal grants are controlled by 2CFR 200.403 and must be necessary and reasonable for the performance of the award.

Allowable expenses:

- **Must be allocable to the assigned federal award in accordance for the benefits received**
- **Conform to limitations in the award or other cost principals**
- **Be consistent with policies and procedures that apply to federally financed and other activities of the non-Federal entity**
- **Determined in accordance to Generally Accepted Accounting Principals**
- **Not be used as or used to meet cost sharing or matching requirement (200.306)**
- **Be adequately documented**
- **Be incurred during the approved budget period (200.403(h))**

Procedure for Assessing Allowability:

TEACH follows the Code of Federal Requirements Allowability of Cost System and considers factors affecting allowability in accordance with the code including sections 200.302(b)(7) written policies and procedures; 200.405(a) determining necessary and reasonable; 200.405(a) allocable; 200.403(g) adequately documented; 200.1 incurred during the period of performance; 200.430 and 200.431(a) when dealing with compensation; 200,475 for travel and 200.473 training and education costs.

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B. Segregation of Duties

The School will develop and maintain purchase order forms to document the authorization of non-payroll expenditures. All proposed expenditures must be approved by the Executive Director or Chief Operating Officer/Chief Financial Officer, who will review the proposed expenditure to determine whether it is consistent with the Board-adopted budget. In the absence of a vendor invoice, the School will develop and maintain a check request form to document the approval of payment for specific items.

All transactions will be posted in an electronic general ledger maintained by Charter Impact. To ensure segregation of recording and authorization, the bookkeeper may not co-sign check requests for purchase orders.

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Allowability of Costs

TEACH Las Vegas will maintain a policy and system of procedures, as described below, that comply with 2 CFR 200.302(b)(7) for determining the allowability of costs in accordance with 2 CFR 200, Subpart E (Cost Principles) and the terms and conditions of the federal award.

In accordance with 2 CFR 200.401, principles of cost as provided in 2 CFR 200, Subpart E must be used by TEACH Las Vegas in determining allowable costs of work performed by TEACH Las Vegas for federal awards. TEACH Las Vegas personnel involved in procedures for determining the allowability of costs will be familiarized through regular and comprehensive training with the policy and procedures described here and will appropriately and consistently implement the policy and procedures as described.

Approval of allowable costs must be adequately documented by TEACH Las Vegas (2 CFR 200.403(g)). This includes specific documentation for some types of costs that must be kept for costs to be allowable (i.e., time and effort documentation to support employee compensation (2 CFR 200.430(i))). TEACH Las Vegas must produce all relevant documentation to support costs in the event of an audit (2 CFR 200.337).

A. Factors affecting allowability of costs

TEACH Las Vegas Personnel responsible for determining allowability of costs allocated to federal awards will adhere to 2 CFR 200.403 and consider the following criteria before providing approval for expenditures:

- 1. Costs must be necessary and reasonable for the performance of the federal award and be allocable thereto under these principles.**
- 2. A cost is considered reasonable if it meets criteria as described in 2 CFR 200.404, Reasonable Costs.**
- 3. A cost is considered allocable if it meets criteria as described in 2 CFR 200.405, Allocable Costs.**
- 4. Costs must be incurred during the approved budget period and/or period of performance.**
- 5. Costs must be part of the approved budget as defined in the executed subaward for the federal grant.**
- 6. Costs must conform to any limitations or exclusions set forth in these**

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principles or in the Federal award as to types or amount of cost items.

- 7. Costs must be consistent with policies and procedures that apply uniformly to both federally-financed and other activities of TEACH Las Vegas.**
- 8. Costs must be accorded consistent treatment. A cost may not be assigned to a federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the federal award as an indirect cost.**
- 9. Costs must be determined in accordance with generally accepted accounting principles (GAAP), except, for state and local governments and Indian tribes only, as otherwise provided for in 2 CFR 200, Subpart E.**
- 10. A cost must not be included or used to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period.**
- 11. Costs must be evaluated for allowability pursuant to 2 CFR 200.420 – 200.475, General Provisions and Considerations for selected items of cost.**

B. Procedures for determining allowability of costs

Procedures must ensure that federal funds are spent only on allowable costs. Procedures should include adequate internal controls to ensure compliance and reduce fraud, waste, and abuse of federal funds. The Office Manager prepares a purchase order (PO) with costs indicated for goods or services. The federal award to which the costs are allocated must be listed on the PO. Pursuant to State Public Charter School Authority (SPCSA) requirements, if individual items are over \$250 each, three quotes for costs for the listed items should be attached to the PO for review. Any additional backup documentation to support the costs as being necessary, reasonable, and allocable to the federal award must be attached to the PO. The PO is submitted to the Executive Director for review and approval. The Executive Director reviews the costs listed on the purchase order to determine if they are necessary, reasonable, and allocable to the federal award and comply with section A of this document – Factors affecting allowability of costs. If required, the Executive Director will review the three attached quotes and determine that the best price for the item(s) is obtained.

If the Executive Director determines the costs on the PO are allowable, the

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Executive Director will sign the PO. The signature of the Executive Director on the PO indicates that an allowability review was conducted and costs were approved as allowable.

A copy of the approved PO and all applicable backup documentation will be maintained according to the records retention policy and procedures. The approved PO and attached backup documentation serves as adequate documentation to support the allowability of costs for goods and services allocated to federal awards.

Costs for Travel

- 1. The Office Manager prepares a travel request form with backup documentation according TEACH Las Vegas travel policy and procedures. The federal award to which the costs are allocated must be listed on the travel request form. The Office Manager signs the travel request form and provides it to the traveling employee. 2. The traveling employee signs the travel request form and submits it with backup documentation to the Executive Director for review and approval.**
- 2. The Executive Director reviews the costs listed on the travel request (and associated backup documentation) to determine if they are necessary, reasonable, and allocable to the federal award and comply with section A of this document – Factors affecting allowability of costs, AND the TEACH Las Vegas travel policy and procedures.**
- 3. If the Executive Director determines the costs on the travel request are allowable, the Executive Director will sign the travel request. The signature of the Executive Director on the travel request indicates that an allowability review was conducted and costs were approved as allowable.**
- 4. A copy of the approved travel request and all applicable backup documentation will be maintained according to the records retention policy and procedures of TEACH Las Vegas. The approved travel request and attached backup documentation serve as adequate documentation to support the allowability of costs for travel allocated to federal awards.**
- 5. This process ensures that all travel costs allocated to federal awards are scrutinized and approved in line with the specific guidelines and criteria set forth, maintaining compliance with federal regulations**

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and ensuring the fiscal responsibility of TEACH Las Vegas.

C. General Purchasing Procedures

Purchases of individual items and services over \$50,000 must include documentation of a good faith effort to secure the lowest possible cost for comparable goods or services. The Executive Director or Chief Operating Officer/Chief Financial Officer shall not approve purchase orders or check requests lacking such documentation. Documentation shall be attached to all check and purchase order requests showing that at least two vendors were contacted and such documentation shall be maintained for three years. Purchases in excess of \$50,000 must be bid by a board-approved process, except in the case of emergencies that necessitate the purchase of emergency response supplies, equipment, or services. While the lowest possible cost will always be reasonably secured, bidding and documentation of a good faith effort is not needed for cumulative expenditures that may exceed \$50,000 in a fiscal year if no contract exists or if no individual good or service exceeds \$50,000 in cost.

The Executive Director or Chief Operating Officer/Chief Financial Officer may authorize expenditures and may sign related contracts within the approved budget. The Governing Board must review all expenditures. This will be done via approval of a check register which lists all checks written during a set period of time and includes check #, payee, date, and amount. The Governing Board must also approve contracts and non-budgeted expenses over \$50,000.

When approving purchases, the Executive Director or Chief Operating Officer/Chief Financial Officer must:

- a. Determine if the expenditure is budgeted**
- b. Determine if funds are currently available for expenditures (i.e. cash flow)**
- c. Determine if the expenditure is allowable under the appropriate revenue source**

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- d. Determine if the expenditure is appropriate and consistent with the vision, approved charter, school policies and procedures, and any related laws or applicable regulations**
- e. Determine if the price is competitive and prudent.**

Any individual making an authorized purchase on behalf of the school must provide Charter Impact with appropriate documentation of the purchase. Individuals other than those specified above are not authorized to make purchases without pre-approval.

Individuals who use personal funds to make unauthorized purchases will not be reimbursed. Authorized purchases will be promptly reimbursed by a bank check upon receipt of appropriate documentation of the purchase.

The Executive Director or Chief Operating Officer/Chief Financial Officer may authorize an individual to use a school debit card to make an authorized purchase on behalf of the school, consistent with guidelines provided by the Executive Director or Chief Operating Officer/Chief

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Financial Officer and/or Governing Board. The following provisions apply to debit card purchases:

- 1. The school card will be kept under locked supervision in the Executive Director or Chief Operating Officer/Chief Financial Officer's office, and authorized individuals must sign the debit card out and must return the debit card and related documentation of all purchases within 24 hours of the purchases, unless otherwise authorized by the Executive Director or Chief Operating Officer/Chief Financial Officer.**
- 2. If receipts are not available or are "missing", the individual making the charge will be held responsible for payment.**
- 3. Debit cards will bear the names of both the Schools and the Executive Director or Chief Operating Officer/Chief Financial Officer .**

D. Petty Cash

The Office Manager will manage the petty cash fund, which will be capped at \$200. All petty cash will be kept in a locked petty cash box in a locked drawer or file cabinet. Only the Office Manager, Executive Director or Chief Operating Officer/Chief Financial Officer will have keys to the petty cash box and drawer or file cabinet. All disbursements will require documentation of purchase. A register receipt for all purchases must be provided. The following are general petty cash operating procedures:

- 1. At all times the petty cash box will contain receipts and cash totaling \$200. A register receipt must support the petty cash slip. The individual using the petty cash to make a purchase is responsible for submitting the receipt for the petty cash slip to the Office Manager within 24 hours of withdrawing the petty cash.**

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- 2. When expenditures total \$200 (when cash balance is reduced to \$0), the Office Manager will total the disbursements, complete a Petty Cash Reimbursement Form, and obtain the approval of the Executive Director or Chief Operating Officer/Chief Financial Officer. This should be done on at least a quarterly basis. The supporting receipts will be attached to the reimbursement request form and forwarded to Charter Impact.**
- 3. Petty cash fund reimbursement checks will be made payable to the Executive Director or Chief Operating Officer/Chief Financial Officer.**
- 4. Any irregularities in the petty cash fund will be immediately reported in writing to the Executive Director and Chief Operating Officer/Chief Financial Officer.**
- 5. Charter Impact will conduct surprise counts of the petty cash fund.**

E. Purchas e Orders

Non-recurring purchases should be accompanied by a purchase order, which must be approved by the Executive Director or Chief Operating Officer/Chief Financial Officer.

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- 1. The Office Manager and Office Technician will have the ability to generate a PO request in Office Books.**
- 2. The PO is then automatically sent in Office Books to the Executive Director and/or Chief Operating Officer/Chief Financial Officer for approval.**
- 3. Once approved, the PO is then emailed to the vendor or copied and mailed for confirmation.**

F. Payment Authoriza tion

All original invoices will be forwarded to the Executive Director or Chief Operating Officer/Chief Financial Officer for approval.

- 1. The Executive Director or Chief Operating Officer/Chief Financial Officer will carefully review each invoice, attach all supporting documentation (including a PO), and verify that the specified services and/or goods were received. When receiving tangible goods from a vendor, the person designated to receive deliveries should trace the merchandise to the packing list and note any items that were not in the shipment. The packing list should be submitted to Charter Impact with the invoice.**
- 2. Once approved by the Executive Director or Chief Operating Officer/Chief Financial Officer, he/she will stamp a check authorization on the invoice and complete the required information, including noting the specific budget line item that is to be charged for the specified expenditures. The invoice and supporting documentation will be sent to Charter Impact on at least a weekly basis (Executive Director or Chief Operating Officer/Chief Financial Officer should be aware of invoice due dates to avoid**

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late payments). Charter Impact will then process the invoices with sufficient supporting documentation.

- 3. The Executive Director or Chief Operating Officer/Chief Financial Officer may authorize Charter Impact to pay recurring expenses (e.g. utilities, leases, etc.) without the Executive Director of Chief Operating Officer/Chief Financial Officer's formal approval (signature) on the invoice when dollar amounts fall within a predetermined range. A list of the vendors and the dollar range for each vendor must be provided to Charter Impact in writing and updated on an annual basis.**

G. Accounts Payable Checks

The Governing Board will approve, in advance, the list of authorized signers on the school account. The Executive Director or Chief Operating Officer/Chief Financial Officer and any other employee authorized by the Governing Board may sign bank checks within established limitations.

- 1. Charter Impact does not use pre-printed check stock to avoid the risk of theft.**

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- 2. When there is a need to generate a check, the Office Manager will send appropriate approved documentation to Charter Impact. This is usually an approved invoice or Check Request Form.**
- 3. Once approved by the Executive Director or Chief Operating Officer/Chief Financial Officer, Charter Impact prepares the check based on the check authorization prior to obtaining the appropriate signature(s).**
- 4. The Executive Director or Chief Operating Officer/Chief Financial Officer and/or Board Treasurer/Chief Financial Officer will co-sign checks in excess of \$50,000 for all non-recurring items. All checks less than \$50,000 require only the signature of the Executive Director or Chief Operating Officer/Chief Financial Officer.**
- 5. Checks may not be written to cash, bearer, or petty cash. Under no circumstance will any individual sign a blank check.**
- 6. Charter Impact will record the check transaction(s) into the appropriate checkbook and in the general ledger.**
- 7. A copy of any impress check will be sent to Charter Impact with directions to transfer funds from the schools operating account to refresh the impress account balance to \$10,000 within 5 business days.**
- 8. Charter Impact will distribute the checks and vouchers as follows:**
 - a. Original - mailed or delivered to payee**
 - b. Duplicate or voucher - attached to the invoice and filed by vendor name by a Charter Impact accountant.**
 - c. Cancelled Checks - maintained with the banking institution.**
 - d. Voided checks will have the signature line cut out and will have**

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VOID written in ink. The original check will be attached to the duplicate and forwarded to Charter Impact who will attach any other related documentation as appropriate.

H. Bank Reconciliations

Bank statements will be received directly, unopened, by a district office staff member that does not have access to cash or the authority to approve payments or electronically. This staff member then scans and emails the statement to Charter Impact (or Charter Impact may be granted view-only online access). Once the statement is received:

- 1. Charter Impact will examine all paid checks for date, name, cancellation, and endorsement. Checks will be valid for 6th months, however any discrepancies regarding the paid checks or any checks over 90 days will be researched and if applicable deleted from the accounting system.**
- 2. Charter Impact will prepare the bank reconciliation, verifying the bank statements and facilitating any necessary reconciliation.**

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3. **Charter Impact will compare the reconciled bank balance to the cash in the bank account and to the general ledger, immediately reporting any discrepancies to the Executive Director or Chief Operating Officer/Chief Financial Officer.**

IV. CASH RECEIPT MANAGEMENT

A. General Procedures for Non-Governmental Cash Receipts

For all fundraising activities approved by the board, the School will establish internal controls to ensure the safeguarding of assets. The following are general procedures for recurring activities:

1. **All fundraising activities must receive written preapproval from the Executive Director , or Chief Operating Officer/Chief Financial Officer.**
 - a. **All funds must be collected by the Office Manager and deposited into the lock box in a sealed envelope, along with any notes, forms, or other descriptions of how the funds are to be used.**
 - b. **The Office Manager and one other staff member will jointly open the lock box to verify the cash/check amounts, and sign off on the amounts received.**
 - c. **The lock box will be emptied at least two times per week, corresponding to days when deposits are made.**
2. **All checks will be immediately endorsed with the school deposit stamp, containing the following information: “For Deposit Only”**
3. **A deposit slip will be completed by the Office Manager and initialed by the Executive Director or Chief Operating Officer/Chief Financial Officer for approval to deposit. The deposit slip will be duplicated**

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and documentation for all receipts (copy of check, letter, etc.) will be attached to the duplicate deposit slip.

- 4. Deposits totaling greater than \$2,000 will be deposited within 24 hours by the designated school employee. Deposits totaling less than \$2,000 will be made weekly by the designated school employee. All cash will be immediately put into a lock box.**
- 5. The duplicate deposit slip and deposit receipt will be attached to the deposit documentation and forwarded to Charter Impact to be filed and recorded weekly.**

Returned Check Policy

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A returned-check processing fee will be charged for checks returned as non-sufficient funds (NSF). Unless otherwise pre-approved by Charter Impact or the Executive Director or Chief Operating Officer/Chief Financial Officer, payment of the NSF check and processing fee must be made by money order or certified check.

In the event that a second NSF check is received for any individual, in addition to the processing fee, the individual will lose check-writing privileges. Payment of the NSF check, the processing fee and any subsequent payment(s) by that individual must be made by money order or certified check.

In the case of NSF checks written by parents of students, failure to pay may result in the withholding of report cards/transcripts at the end of the semester and/or school year until payment is received, unless other mutually agreeable arrangements are approved by the Executive Director or Chief Operating Officer/Chief Financial Officer and/or Governing Board. If unsuccessful in collecting funds owed, the school may initiate appropriate collection and/or legal action at the discretion of the Executive Director or Chief Operating Officer/Chief Financial Officer and/or Governing Board.

V. HUMAN RESOURCES AND PAYROLL

A. Payroll Services and Setup

Charter Impact prepares payroll checks, tax and retirement withholdings, tax statements, and to perform other payroll support functions. The Executive Director, Chief Operating Officer/Chief Financial Officer, Human Resources Director (CMO) or Human Resources Manager (CMO) will establish and oversee a system to prepare time and attendance reports and submit payroll check requests. The Executive Director or Chief Operating Officer/Chief Financial Officer will review payroll statements each pay period to ensure that (1) the salaries are consistent

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with staff contracts and personnel policies and (2) the proper tax, retirement, disability, and other withholdings have been deducted and forwarded to the appropriate authority. All staff expense reimbursements will be on checks separate from payroll checks.

Upon hiring of staff, the Office Manager will be responsible for the creation of a personnel file will with all appropriate payroll-related documentation and completing or providing all of the items on the Employee Payroll Set-up/Change Form. Items include a federal I-9 form, tax withholding forms, retirement date, and an accounting of the use of sick leave.

Timesheets

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All hourly employees will be responsible for completing a timesheet including vacation, sick, and holiday time (if applicable). The employee and the appropriate supervisor will sign the completed timesheet. Incomplete timesheets will be returned to the signatory supervisor and late timesheets will be held until the next pay period. No employee will be paid until a correctly completed timesheet is submitted. If an employee is unexpectedly absent and therefore prevented from working the last day of the pay period or turning in the timesheet (such as an employee calling in sick), the employee is responsible for notifying the signatory supervisor or for making other arrangements for the timesheet to be submitted. However, the employee must still complete and submit the timesheet upon return.

Overtime

Advanced approval in writing by the authorized supervisor is required for compensatory time and overtime. Overtime only applies to classified employees and is defined as hours worked in excess of eight (8) hours within a day or forty (40) hours within a week. Any hours worked in excess of an employee's regular work schedule must be pre-approved by the supervisor, unless it is prompted by an emergency. Overtime will not be granted on a routine basis and is only reserved for extraordinary or unforeseen circumstances. If a supervisor identifies a recurring need for overtime in any given position, the supervisor should immediately consult with the Executive Director or Chief Operating Officer/Chief Financial Officer for further guidance.

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Payroll Processing

For hourly employees, employees must sign timesheets to verify appropriate hours worked, resolve absences and compensations, and monitor number of hours worked versus budgeted. The or Office Manager will approve these timesheets. No overtime hours should be listed on timesheets without the supervisor's initials next to the day on which overtime was worked. For school site salaried employees, employees must sign into a log book to verify working days for accuracy. The Office Manager will provide the designated school employee with any payroll-related information such as sick leave, vacation pay, and/or any other unpaid time.

For substitute teachers, the Office Manager will maintain a log of teacher absences and the respective substitutes that work for them. The Office Manager will verify that the substitutes initial the log next to their names before they leave for the day and that teachers, upon returning back to work, initial next to their names. The Executive Director or Chief Operating Officer/Chief Financial Officer will notify Charter Impact of all authorizations for approved stipends.

Payroll is processed within 10 days after the period in which it is earned for hourly employees.

- 1. The signatory supervisor will submit a Payroll Summary Report of timesheets to Charter Impact for processing.**
- 2. Charter Impact will prepare the payroll worksheet based on the summary report.**
- 3. The payroll checks (if applicable) will be delivered to the district office. The Executive Director, COO/CFO or Office Manager will document receipt of the paychecks and review the payroll checks prior to distribution.**

Payroll Taxes and Record Keeping

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Paychex will prepare payroll check summaries, tax and withholding summaries, and other payroll tracking summaries based on the reporting submitted.

Paychex will also prepare the state and federal quarterly and annual payroll tax forms for income tax withholdings, Social Security and Medicare and submit the forms to the respective agencies on behalf of the school. Charter Impact will prepare the quarterly state returns for unemployment and disability, review the forms with the Executive Director or Chief Operating Officer/Chief Financial Officer, and submit the forms to the state on behalf of the school.

The designated school employee will maintain written records of all full time employees' use of sick leave, vacation pay, and any other unpaid time.

- 1. The designated school employee will immediately notify the Office Manager or Human Resources Manager (CMO) if an employee exceeds the accrued sick leave or vacation pay, or has any other unpaid absences.**
- 2. Records will be reconciled when requested by the employee. Each employee must maintain personal contemporaneous records.**

Expense Reports

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Employees will be reimbursed for expenditures within thirty (30) business days of presentation of appropriate documentation. Receipts or other appropriate documentation will be required for all expenses over five dollars and all reports must be approved by the Executive Director or Chief Operating Officer/Chief Financial Officer. Expenses greater than two months old will not be reimbursed.

Executive Director or Chief Operating Officer/Chief Financial Officer expense reports must be approved by a another staff member (one of the other three not receiving the reimbursement) and always be submitted to Charter Impact for processing and payment, petty cash may not be used.

Travel

Employees will be reimbursed for mileage when the activity is pre-approved by the Executive Director or Chief Operating Officer/Chief Financial Officer. Mileage will be reimbursed at the government-mandated rate for the distance traveled, less the distance from the employee's residence to the school site for each direction traveled. For incidental travel, mileage will only be reimbursed if the one-way mileage exceeds 10 miles.

The Executive Director or Chief Operating Officer/Chief Financial Officer must pre-approve all out of town travel. Employees will be reimbursed for overnight stays at hotels/motels when pre-approved by an administrator and the event is more than 50 miles from either the employee's residence or the school site. Hotel rates should be negotiated at the lowest level possible, including the corporate, nonprofit or government rate if offered, and the lowest rate available. Employees will be reimbursed at the established per diem rate for any breakfast, lunch, or dinner that is not included as part of the related event.

Travel advances require written approval from the Executive Director or Chief Operating Officer/Chief Financial Officer and receipts for all advanced funds not returned. After the trip, the employee must enter all of the appropriate information on a Travel Expense Report and submit it

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to the Executive Director or Chief Operating Officer/Chief Financial Officer for approval and then on to Charter Impact for processing. If the advance exceeds the amount of the receipts, the employee will pay the difference immediately in the form of a check. If the advance is less than the amount of the receipts, the difference will be reimbursed to the employee in accordance with the expense report.

Telephone Usage

Employees will not make personal long distance calls on the telephones without prior approval from a supervisor. Employees will reimburse the school for all personal telephone calls.

Volunteer Expenses

All volunteers will submit a purchase requisition form to the Executive Director or Chief Operating Officer/Chief Financial Officer for all potential expenses. Only items with prior written authorization from the Executive Director or Chief Operating Officer/Chief Financial Officer will be paid/reimbursed.

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VI. Finance and Financial Reporting

Monthly Reporting

Charter Impact will submit a monthly financial report including:

- a. Statement of Financial Position**
- b. Budget vs. Actual Report**
- c. Monthly Forecast**

- d. Accounts Payable Aging**
- e. Monthly Check Register**

The report will be reviewed at the scheduled board meeting and action will be taken, if appropriate.

Third Party Loans

The Executive Director or Chief Operating Officer/Chief Financial Officer and the Board will approve all loans from third parties. In the case of a long-term loan, approval may also be required from the charter-granting agency in accordance with the terms of the charter petition and/or other lenders in accordance with the loan documents.

Once approved, a promissory note will be prepared and signed by the Executive Director or Chief Operating Officer/Chief Financial Officer before funds are borrowed.

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Fund Balance Reserve

A cash reserve of at least 1% of the annual expenses will be maintained. Charter Impact will provide the Executive Director or Chief Operating Officer/Chief Financial Officer with a Statement of Financial Position on a monthly basis. It is the responsibility of the Executive Director or Chief Operating Officer/Chief Financial Officer and the Governing Board to understand the school's cash situation. It is the responsibility of the Executive Director or Chief Operating Officer/Chief Financial Officer to prioritize payments as needed. The Executive Director or Chief Operating Officer/Chief Financial Officer has responsibility for all operations and activities related to financial manage

Coversheet

Consider and Approve the Independent Contract for the Executive Director and Terminate Current Agreement

Section: III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION
Item: C. Consider and Approve the Independent Contract for the Executive Director and Terminate Current Agreement
Purpose: Vote
Submitted by:
Related Material: mb. 2024 Consulting Services Agreement copy.docx
mb. Exhibit A.docx.pdf

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (“Agreement”) is made this 4 day of April, 2024, by and between TEACH Las Vegas, a Non Profit Corporation with its principal place of business at 4660 N. Rancho Dr. Las Vegas NV (the “Company”), on the one hand, and Sione Thompson, an individual located at _____, on the other hand, (the “Consultant”). Company and Consultant may sometimes be referred to individually as a “party” or collectively as the “parties.”

RECITALS

WHEREAS, the Company is a nonprofit charter school in need of an Executive Director with the (discuss turnaround and preparing/training a leader); and

WHEREAS, the Consultant has expertise in School Turnaround; and

WHEREAS, the Company desires to engage Consultant to receive the Consulting Services (defined below) in their area of expertise described herein; and

WHEREAS, the Consultant agrees to provide the Consulting Services under the terms and conditions of this Agreement; and

NOW, THEREFORE, the Company and the Consultant hereby agree as follows:

- Consulting Services.** Subject to the terms and conditions of this Agreement, the Company hereby retains Consultant as a consultant and advisor to perform the consulting services specifically set out in Exhibit A attached to this Agreement and made a part hereof (hereafter referred to as the “Consulting Services”), as Exhibit A may be amended in writing from time to time, and Consultant agrees, subject to the terms and conditions of this Agreement, render such Consulting Services during the term of this Agreement.
- Professional Standard.** Consultant agrees to cooperate in good faith to achieve satisfactory completion of the Consulting Services in a timely and professional manner. In providing and/or performing Consulting Services to Company, Consultant shall conform to the highest degree of professional standards of work and business ethics. The Consultant represents that to the best of their knowledge they currently do not have any agreement with, or any other obligation to, any third party that conflicts with the terms of this Agreement. The Consultant agrees that they shall not intentionally and knowingly enter into any such agreement.
- Designated Representatives.** The parties will each designate a representative to facilitate the successful completion of the Consulting Services and on all matters relating to the Consultant’s performance of Consulting Services.

Company’s designated representative: Matt Brown

Consultant's designated representative: Sione Thompson

4. **Changes in Scope of Work.** In the event that Company seeks to change the scope of the Consulting Services, Company shall discuss such proposed changes with Consultant. If Consultant elects to perform such changes, the parties shall work together in good faith to execute a Change Order. Consultant shall not be obligated to perform any changes or additional Consulting Services unless the parties have mutually agreed upon a written Change Order.

5. **Compensation / Reimbursement / Company Obligations.**

(a) In consideration of the Consulting Services to be provided by Consultant to the Company hereunder, the Company shall pay to Consultant a fee of \$3200.00 per week for a term of 52 weeks. The Company shall pay to Consultant invoiced amounts within 5 days after the date of invoice.

(b) Company shall provide Consultant with accurate and sufficient information for Consultant to perform its Consulting Services. In addition, Company agrees to provide staff and working space to assist Consultant in performing its duties.

6. **Independent Contractor Status.** The parties agree that this Agreement creates an independent contractor relationship, not an employment relationship. This Agreement shall not be construed so as to create a partnership, other joint venture or undertaking, or any agency relationship between the parties. The Consultant acknowledges and agrees that the Company will not provide the Consultant and its Personnel with any employee benefits, including but not limited to: group health, life insurance, profit-sharing or retirement benefits, paid vacation, holidays or sick leave, or workers' compensation insurance. Company shall not be responsible for withholding income or other taxes from the payments made to Consultant. Consultant shall be solely responsible for filing all returns and paying any income, social security or other tax levied upon or determined with respect to the payments made to Consultant and its Personnel pursuant to this Agreement.

7. **Indemnification.** Notwithstanding any other term of this Agreement, Consultant shall indemnify, defend and hold harmless Company, its corporate affiliates, current or future directors, officers, employees, and agents and their respective successors, heirs and assigns (the "Indemnitees"), against any claim, liability, cost, damage, deficiency, loss, expense or obligation of any kind or nature (including without limitation reasonable attorneys' fees and other costs and expenses of litigation) incurred by or imposed upon the Indemnitees or any one of them in connection with any claims, suits, actions, demands or judgments arising out of this Agreement or as a result of Consultant's misconduct or grossly negligent acts (including, but not limited to, actions in the form of tort, warranty, or strict liability).

8. **Confidential Information**

(a) The parties acknowledge that in connection with this Agreement, the Company may disclose to Consultant confidential and proprietary information and trade secrets of the Company, and

that Consultant may also create such information within the scope and in the course of performing the Consulting Services (hereinafter, subject to the exceptions below, “Company Confidential Information”). Such information may take the form of, for example: the Company’s know-how; the Company’s manufacturing strategies and processes; the Company’s marketing plans; the Company’s past, present and future business plans; the Company’s strategy for or status of regulatory approval; the Company’s forecasts of sales and sales data; the Company’s customer lists; Company’s supplier list; Company’s pricing and margin information; Company’s online traffic metrics; and all other information that could reasonably be construed as confidential and/or proprietary.

(b) Subject to the terms and conditions of this Agreement, Consultant hereby agrees that during the term of this Agreement and for a period of three (3) years thereafter: (i) Consultant shall not divulge, disseminate, publish or otherwise disclose any Company Confidential Information to any third party without the Company’s prior written consent; and (ii) Consultant shall not use any such Company Confidential Information for any purposes other than consultation with the Company. Notwithstanding the above, the Company and Consultant acknowledge and agree that the obligations set out in this Section 5 shall not apply to any portion of Company Confidential Information which:

(i) was at the time of disclosure to Consultant part of the public domain by publication or otherwise; or

(ii) was already properly and lawfully in Consultant’s possession at the time it was received from the Company; or

(iii) was or is independently developed by Consultant without reference to Company Confidential Information; or

(iv) is required to be disclosed by law, regulation or judicial or administrative process.

(c) Notwithstanding any other term of this Agreement, the Company agrees that it shall not disclose to Consultant any information which is Company Confidential Information: (i) except to the extent necessary for Consultant to fulfill Consultant’s obligations to the Company under this Agreement; or (ii) unless Company has agreed in writing to accept such disclosure. The Company also agrees that Consultant may share the terms of this agreement on a confidential basis with its legal and financial advisors and insurers.

(d) Consultant acknowledges that any unpermitted disclosure of Company Confidential Information is likely to cause the Company irreparable harm for which its remedies at law would be inadequate. Accordingly, Consultant acknowledges and agrees that the Company will be entitled, in addition to any other remedies available to it at law or in equity, to the issuance of injunctive relief, without bond, enjoining any breach or threatened breach of the Consultant's obligations hereunder with respect to the Company Confidential Information, and such further relief as any court of competent jurisdiction may deem just and proper.

(e) Upon termination of the Agreement, or any other termination of Consultant's Consulting Services for the Company, all writings, data, records, drawings, notebooks and other documents, via written or electronic, pertaining to any Confidential Information of the Company, whether prepared by Consultant or others, and any material, specimens, equipment, tools or other devices owned by the Company then in Consultant's possession, and all copies of any documents, shall be promptly returned to the Company.

9. Term

(a) This Agreement shall expire after 52 weeks from the date of Consultant's start of services unless sooner terminated as hereinafter provided, or unless extended by agreement of the parties.

(b) This Agreement may be terminated by either party, with or without cause, upon seven (7) calendar days prior written notice to the other; provided that upon termination of this Agreement, Consultant shall, in accordance with the terms and conditions hereof, nevertheless wind up in an orderly fashion assignments for the Company which Consultant began prior to the date of notice of termination hereunder.

(c) Upon termination of this Agreement for any reason, Consultant's sole remedy is to receive such compensation owing under the terms of this Agreement, but unpaid, as of the date Consultant ceases work under this Agreement.

10. Miscellaneous Provisions.

(a) Consultant shall not use Company's name or depiction, or the name, logos, trademarks, or depictions of Company, or any officer, director, employee, or any adaptation thereof, in any promotional, advertising or marketing literature, or in any other way without the prior written consent of the Company, as appropriate, provided however that in neutral circumstances that do

not imply endorsement or advocacy, or otherwise misrepresent the terms of this Agreement or Consultant's role, Company may accurately state that Consultant is a consultant to Company.

(b) The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights. No alteration, modification or waiver of this Agreement, including Exhibit A hereto, shall be valid unless made in writing and mutually executed by the Company and the Consultant.

(c) The parties expressly agree that no party may assign this Agreement without the written consent of the other.

(d) In the event that any provision of this Agreement will, for any reason, be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will be interpreted as closely as possible so as not affect any other provision of this Agreement, and such provision will further be modified by said court to permit its enforcement to the maximum extent permitted by law.

(e) Any notice or other communication by one party to the other hereunder shall be in writing and shall be given, and be deemed to have been given, if either hand delivered or mailed, postage prepaid, certified mail (return receipt requested), or transmitted by facsimile, addressed as follows:

If to the Company:

If to Consultant:

(f) This Agreement contains the entire agreement and understanding between the parties hereto relating to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. This Agreement shall not limit any rights that either party may have under trade secret, copyright, patent or other laws that may be available.

(g) This Agreement will be governed by and construed in accordance with the laws of the State Nevada without regard to the conflicts of law provisions thereof. Exclusive jurisdiction and venue for any action arising under this Agreement is in the superior courts located in Clark County, Nevada, and both parties hereby consent to such jurisdiction and venue for this purpose.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

///

Remainder of Page Intentionally Left Blank

Consultant:

Company:

[Signature]

[Signature]

[Name]

[Name, Title]

[Date]

[Date]

Description of Consulting Services

Below is the list of Consulting Services to be provided by the Consultant:

- (1) Provide expert advice and answer questions within Consultant's expertise and knowledge as reasonably requested by Company.
- (2) Perform other various services related to Consultant's expertise, on behalf of Company, from time to time, as mutually agreed by Consultant and Company.
- (3) Provide services described in Exhibit A Scope and Services

Exhibit A: Scope of Services

The Executive Director (ED) will be responsible for leading and managing key initiatives to drive school improvement and operational excellence. Specific targets and responsibilities include:

- **Strategic Development and Structural Implementation:**
 - Develop and implement a comprehensive strategy focused on key areas of improvement including academic performance, student engagement, and operational efficiency.
 - Establish measurable outcomes for each strategic area, such as increase growth percentages in student academic achievement, increase operational and fiscal performance indicators of the schools charter contract with SPCSC.
 - Develop and articulate a compelling vision and mission for the charter school that aligns with the needs of the student population, community expectations, and educational best practices.
 - Lead strategic planning initiatives to set short-term and long-term goals and objectives for academic achievement, organizational growth, and sustainability.
- **Faculty and Staff Capacity Building:**
 - Oversee the hiring process for critical roles within the faculty and staff, ensuring alignment with the school's strategic goals.
 - Recruit, hire, supervise, and evaluate administrative staff, teachers, and support personnel, fostering a collaborative and professional work environment.
 - Provide ongoing professional development, coaching, and support to staff members to enhance their skills, effectiveness, and job satisfaction.
 - Implement a professional development program aimed at enhancing instructional skills, with the goal of increasing growth percentages in student academic achievement.
- **Financial Stability and Fiscal Practices:**
 - Review and stabilize the school's budget, aiming for a positive reserve fund balance within 12 months.
 - Develop and manage the annual budget in collaboration with the finance committee and ensure responsible stewardship of school resources.
 - Seek out and secure additional funding sources, grants, and partnerships to support the school's financial sustainability and growth objectives.
- **Student Recruitment and School Growth:**
 - Develop and execute a recruitment strategy to increase student enrollment by 30% for the upcoming academic year, with specific tactics tailored to target demographics.
 - Facilitate school growth through program development and infrastructure improvements, ensuring readiness for increased enrollment.
- **Leadership Team Development:**

- Build a cohesive leadership team, defining roles and responsibilities that support the school's strategic direction.
- Establish a leadership development plan that prepares team members for increased responsibility.
- Ensure compliance with all federal, state, and local regulations, as well as charter school authorizer requirements, reporting deadlines, and accountability measures.
- Maintain accurate records, documentation, and reporting systems to demonstrate school performance, adherence to charter agreements, and fiscal responsibility.
- **Support for Student Achievement and Well-being:**
 - Enhance curricular and co-curricular opportunities to support comprehensive student development, targeting an 85% or greater for rating of “favorable” or higher with satisfactory ratings of the school climate feedback from students, parents, and staff.
 - Implement support mechanisms for student well-being, including access to counseling and extracurricular activities that promote mental and physical health.
 - Oversee the development, implementation, and evaluation of rigorous academic programs and curriculum that meet state standards, promote student achievement, and foster a culture of continuous improvement.
 - Monitor student progress and academic outcomes through data analysis, assessment review, and accountability measures, ensuring high levels of student learning and growth.
- **Community and Stakeholder Engagement:**
 - Cultivate partnerships with parents, local businesses, community organizations, and educational institutions to support the school's mission and enhance educational opportunities.
 - Set specific goals for community engagement, such as establishing two new partnerships and hosting four community events each academic year.
 - Serve as the primary spokesperson and advocate for the charter school in the local community, media, and educational networks.

Autonomy and Resources:

- The ED will have discretion over specific budgetary allocations within the parameters set by the Board and access to existing staff resources. Any significant changes to budget or strategy will require Board approval.

Timeline and Performance Review:

- This agreement outlines a 12-month initial term, with specific milestones to be achieved quarterly.
- The ED's performance will be reviewed semi-annually by the Board, with the first review at 6 months to evaluate progress towards the outlined targets.

Amendment and Flexibility:

- This scope of services is subject to amendment by mutual agreement of the parties to adapt to changing circumstances or opportunities that may arise.
- Any amendments to this scope must be documented in writing and approved by both the ED and the Board.