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Revised:

AGAMIM CLASSICAL ACADEMY
Non-Instructional Operations and Business Services, No. 706

SPECIAL EDUCATION PROCUREMENT PROCEDURES
**2 CFR 200- Uniform Administrative Requirements, Cost Principles,
and Audit Requirements For Federal Awards**

Standards for Financial and Program Management
(Sections §200.300-309)

Procurement Policy Statement:

Prior to and upon the acceptance and expenditure of funds awarded to AGAMIM CLASSICAL ACADEMY (AGAMIM) by the Federal Government, AGAMIM will ensure that the funds will be used for the purposes to fulfill the grant. The funds will be used in a manner consistent with state and federal statutes, rules and regulations.

Minnesota Special Education Procurement Policy:

Prior to and upon the acceptance and expenditure of funds awarded, AGAMIM will ensure that the funds will be used for the purposes of providing special education and related services for children with disabilities from birth to 21. The funds will be used in a manner consistent with state and federal statutes, rules and regulations. Federal funds received by the agency from the Individuals with Disabilities Education Act, P.L. 108-466 will abide by the mandates as described in the Special Education Funds Statement of Assurances certification. This document will be reviewed and signed annually by the district's Director of Special Education and the Superintendent/Board Clerk. This document is submitted annually to the Minnesota Department of Education (MDE). The form may be obtained through the Minnesota Department of Education. AGAMIM will maintain supporting information required for the local Total Special Education System (TSES) on file in AGAMIM's administrative and special education offices.

Misuse of Federal funds will result in a prompt investigation led by the school board and law enforcement. Upon finding evidence of fraud or intentional misuse of federal funds, the guilty party may be dismissed for just cause from employment in addition to any criminal or civil prosecution or litigation.

Conflict of Interest (Section §200.112-113)

AGAMIM will document, in writing, any potential conflicts of interest and hold on file in school Director's office. In addition, AGAMIM will consider and disclose all violations of federal

criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosure forms are available through the administration office.

AGAMIM maintains written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. The Uniform Grant Guidance 2 C.F.R. §200 includes the following provisions:

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of AGAMIM may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, AGAMIM may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of *nominal value*. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of AGAMIM.

AGAMIM defines nominal value as an expense of five dollars (\$5.00) or less.

Agamim Conflict of Interest Policy for Board Members, No. 202: Appendix A
Agamim Conflict of Interest Policy for Employees, No. 403: Appendix A 1
Agamim Conflict of Interest for School Board, Committees, and Employees Disclosure Form: Appendix A2

Nepotism Policy

To avoid a variety of personnel problems (the perception of favoritism, awkward workplace situations, difficult work environments, employee morale and job satisfaction, and poorer job performance by other employees) charters schools are required are required to have a nepotism policy regarding employment and employment benefits.

Agamim Nepotism Policy, No. 404 and Disclosure Form: Appendix B

Nondiscrimination Policy

To meet grant requirements, AGAMIM has in place written personnel policies covering job descriptions, hiring procedures, promotions and dismissals.

AGAMIM, has a written non-discrimination policy in place prohibiting discrimination based on race, sex, age or marital status in its employment practices.

It is the established policy of AGAMIM CLASSICAL ACADEMY to provide equal employment opportunities to all qualified persons and to administer all aspects and conditions of employment without regard to race, religion, color, sex, gender, sexual orientation, pregnancy, age, national origin, ancestry, physical or mental disability, severe/morbid obesity, medical condition, military or veteran status, genetic information, marital status, ethnicity, alienage or any other protected classification, in accordance with applicable federal, state, and local laws. AGAMIM CLASSICAL ACADEMY takes allegations of discrimination, intimidation, harassment and retaliation very seriously and will promptly conduct an investigation when warranted. Upon finding evidence of discrimination, the school board of AGAMIM will discipline an individual by providing a written warning up to termination.

Equal employment opportunity includes, but is not limited to, employment, training, promotion, demotion, transfer, leaves of absence and termination.

Agamim Special Education Student Records Retention Policy, No. 510 – Appendix C

Standards for Financial and Program Management (Sections §200.300-309)

Through the implementation of the Procurement Procedures and compliance with audit requirements, AGAMIM collects and maintains documentation to support the receipt of federal and state grants. This information also contains necessary detail to prove that the funds were used in accordance with the terms and conditions associated with the grant.

Subrecipient Monitoring and Management (Sections §200.330-332)

AGAMIM CLASSICAL ACADEMY understands that the Minnesota Department of Education will provide the following document when it disburses the federal award:

Required Federal Award Identification

- I. Subrecipient name (which must be a registered name in DUNS)
- II. Subrecipient DUNS number (200.32 Data Universal Numbering System (DUNS) number);
- III. Federal Award Identification Number (FAIN)
- IV. Federal award date (200.39 federal award date);
- V. Subaward Period of Performance Start and End Date;
- VI. Amount of federal funds obligated by this action
- VII. Total amount of federal funds obligated to the Subrecipient
- VIII. Total amount of federal award;
- IX. Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);
- X. Name of federal awarding agency, pass through entity, and contact information for awarding official,

- XI. CFDA Number and Name; the pass through entity must identify the dollar amount made available under each federal award and the CFDA number at the time of disbursement;
- XII. Identification of whether the award is R&D; and
- XIII. Indirect cost rate for federal award (including if the de minimis rate is charged per 200.414 Indirect (F&A) costs).

Indirect Costs Section §200.414

AGAMIM has an indirect cost allocation plan or negotiated indirect cost rate prepared in accordance with the provisions of Uniform Grant Guidance 2 C.F.R § 200. 414. Audit cognizance of the plan has been established and the rates are acceptable to all participating Federal and State agencies. AGAMIM has procedures in place that provide reasonable assurance that consistent treatment is applied in the distribution of direct and indirect charges to all grants.

Budget Estimates

AGAMIM uses budget estimates for interim accounting purposes. The school board of AGAMIM creates a budget annually by June 30 prior to the start of the state fiscal year. Special education estimates are entered into SERVS and EDRS. Actual expenditures are entered into the aforementioned systems by June 30. BKDV will review actual expenditures and compare that to the budget on a monthly basis and share this information with the school board. Should there be a discrepancy, AGAMIM CLASSICAL ACADEMY will resolve through formal budget revision and board action. The review of this information will be documented in formal board minutes and placed on the school website. Modifications for the expenditure of federal funds will be managed through the SERVS system. BKDV will ensure that SERVS and UFARS accounting data are in alignment.

Procurement Standards (Sections §200.317-326)

Individuals requesting material goods or contracts to be purchased with Federal Funds granted to AGAMIM will complete two documents prior to purchase. This practice must be followed for any STAFF DEVELOPMENT requests, in addition to tangible items. The Purchase Procurement Request and Procurement Method Rationale assure the district of the following:

- a. all purchases are conducted in a manner providing a full and open competition (also Conflict of Interest Policy/Procedure), void of excessive requirements, such as experience, bonding, geographical preference
- b. nonduplication of purchases for the same program
- c. the purchase of a quality product rather than brand name
- d. an accurate description of the product and its use

The two aforementioned documents will be maintained for each purchase for a period of 5 years, in accordance with AGAMIM'S Record Retention Policy.

The following documents will be maintained for 5 years from the date of submission to the dates of the final expenditure report.

- financial records
- supporting documents
- statistical records, etc.

AGAMIM will maintain quarterly and/or annual reports for ongoing grants, in addition to the aforementioned documents.

Purchase Thresholds

The following are purchase thresholds. AGAMIM's specific procedures are defined for each purchase threshold.

Appendix D

- A. Micro purchase (<\$3,0000, no quotations, equitable distributions)
- B. Small purchase (\$3,000-\$100,000, rate quotations, no cost or price analysis)
- C. Sealed Bids (\$100,000, formal advertising, price is a major factor). Requirements for sealed bids:
 - a. The invitation for the bid will be publically advertised and bids must be selected from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids.
 - b. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond.
 - c. All bids will be publicly opened at the time and place prescribed in the invitation for bid
 - d. A firm fixed price contract award will be made in writing to the lowers responsive and responsible bidder.
 - e. Any or all bids may be rejected if there is a sound documented reason.
- D. Competitive proposal (>\$100,000, fixed price or cost reimbursement, request for proposal (RFP) with evaluation methods). Requirements for competitive proposal procedures:
 - a. Request for proposals must be publicized requests and identify all evaluation factors and their relative importance
 - b. Proposals must be solicited from an adequate number of qualified sources
 - c. The organization must have written method for conducting technical evaluations of the proposals received and for selecting recipients

- d. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program
 - e. The organization may only use qualification-based methods, whereby competitors qualifications are evaluated and the most qualified competitor is selected, in the procurement of architectural/ engineering professional services.
- E. Non-competitive proposal (solicitation of a proposal from only one source, unique product. service). Non-Competitive proposals can be utilized only in one or more of the following situations:
- a. The item is available only from one single source
 - b. The public exigency or emergency for the requirement will not permit delay resulting from competitive solicitations
 - c. The federal awarding agency or pass through entity expressly authorizes noncompetitive proposals in response to a written request from the non federal entity
 - d. After the solicitation of a number of sources, competition is determined inadequate.

Expenditures (purchasing combine with threshold section and each procedure)

1. Purchases are made in accordance with applicable legal requirements. Except for small purchases made from petty cash, purchase orders are required for all purchases not made by a purchase card.
2. The Operations Manager prepares purchase orders upon receipt of a purchase requisition. In some instances, a purchase order may be prepared by the individual department and then forwarded to the Executive Director for approval.
3. The Executive Director must approve all purchase requisitions. The School Board, or its designee, must approve purchase requisitions for items costing more than the current budget amount.
4. All purchase orders are reviewed and approved by the Executive Director.
5. The Executive Director determines if an appropriation exists for the purchase contemplated and if a sufficient amount is available in the appropriation account.
6. Copies of purchase orders are distributed to the vendor, teachers, and receiving department. A copy is also retained in the Operations Manager's Office.
7. The Accounting software package assigns purchase order numbers sequentially.

Construction and Facility Improvement/Development

AGAMIM will provide, when procuring construction or facility improvement contracts or subcontracts exceeding \$100,000 the following; a bid guarantee equivalent to 5% of the bid price from each bidder (such as bid bond or certified check), a performance bond on the part of the contractor for 100 percent of the contract price, and a payment bond on the part of the contractor for 100 percent of the contract price.

Considerations for Sealed Bids, Competitive Bids, and Noncompetitive Proposals

When considering Sealed Bids, Competitive Bids, and Noncompetitive Proposals, AGAMIM will assure that minority steps business, women's business enterprises and labor surplus area firms are used when possible using the following guidelines:

- I. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
- II. Assuring that small and minority business and women's business enterprises are solicited whenever they are potential sources
- III. Dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by small and minority business and women's business enterprises
- IV. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business and women's business enterprises.
- V. Using the services and assistance, as appropriate, of such organization as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- VI. Requiring the prime contractor, if subcontractors are to be let, to take the affirmative steps listed here.

AGAMIM, in the event of bids and proposals under this section, will designate an administrative staff member to check random purchases quarterly to ensure that each guideline practice has been used.

Contracts

AGAMIM creates contracts to include the following elements:

- Name of contracting agency and/or individual who will be performing work
- Credentials
- Start and end date of service
- Hourly rate of service
- Where the service is to take place per student I EP
- Maximum threshold of expenditure (ceiling)
- How often the agency or individual will be invoiced (weekly/monthly)

Prior to engaging in a contract with an individual or agency, AGAMIM will collect information regarding the credentials of the individual performing the work.

Contracts are reviewed annually. During this review period, the EXECUTIVE DIRECTOR collects documentation of services provided, the dates thereof, costs of service and remaining balance on the contract. If incongruences between the contract and work performed occur, the

Executive Director, will contact the contracting agency to resolve any incongruencies by termination of contract or resolution through mediation.

Approval process for New Vendors

1. AGAMIM Staff must approve all new vendors prior to a requisition being approved or a purchase order issued to new vendor.
2. After a vendor is approved, BKDV will assign a code to the vendor.
3. If a vendors costs exceed the amount specified on the signed contract, the Executive Director will contact the vendor and will propose a resolution to the Executive Director for his/her approval.

Required Certification (Section §200.415)

All contracts are approved and signed by the AGAMIM School Board.

Contract Template: Appendix E

Time and Effort Reporting (Section §200.430)

Individuals paid with State and Federal funds will be required to report their time and effort spent on each specific award. Staff will receive annual training on reporting requirements for Periodic Annual Reporting (PAR) and Semi Annual Certifications (SAC). Data collected will be used to support the distribution of the employee's salary or wages between specific activities/cost objectives if the employee works on one or more grants. Data collected from staff will include the following elements:

- Name of individual
- Dates of activity performed
- Description of activity
- Funding source
- Percentage of funding source allocated to activity

Data collected will be substantiated by a calendar or schedule of work performed. The staff member will sign the document after the work has been performed. The Executive Director or the Operations Manager will collect the documents and maintain them in Operations Manager's office for 5 years after the fact. Training log and sign in sheet will also be maintained in Operations Manager's Office. The Special Education Director will coordinate with the Executive Director with records of time and effort reporting as complete. Executive Director will communicate any adjustments in hire at a minimum of two times per year including after December 1 child count and at end of school calendar year.

Periodic Activity Report Template: Appendix F

Semi Annual Certification Template: Appendix G

New Hire Form: Appendix H

Record Retention Policy: Appendix C

Materials, Supplies, and Sensitive Items (Section §200.453)

Section 200.453 and cost define supplies less than \$5000 per item.

§ 200.453 Materials and supplies costs, including costs of computing devices. (a) Costs incurred for materials, supplies, and fabricated parts necessary to carry out a Federal award are allowable. (b) Purchased materials and supplies must be charged at their actual prices, net of applicable credits. Withdrawals from general stores or stockrooms should be charged at their actual net cost under any recognized method of pricing inventory withdrawals, consistently applied. Incoming transportation charges are a proper part of materials and supplies costs. (c) Materials and supplies used for the performance of a Federal award may be charged as direct costs. In the specific case of computing devices, charging as direct costs is allowable for devices that are essential and allocable, but not solely dedicated, to the performance of a Federal award. (d) Where federally donated or furnished materials are used in performing the Federal award, such materials will be used without charge.

Equipment is defined in Section §200.33 and cost more than \$5000 per item.

§200.33 Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General-purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.

Sensitive Items

AGAMIM will maintain an inventory list of all equipment purchased over \$5,000 and sensitive items purchased with federal special education funds that are still in possession of the school (electronic tablets, laptop computers cellular phones and other assistive technology devices that exceed \$250). Materials (defined as those items purchased for reissue, reuse, resale such as hardware or maintenance parts) and supplies (defined as items purchased and used immediately or within a reasonable period of time after they have been acquired) will not be included in the physical inventory

Steps used to safeguard equipment purchased over \$5,000 and sensitive items:

1. Student specific equipment will be distributed to students at the start of the school day and collected by special education staff, locked and stored within the special education area.
2. Sensitive items are placed in a locked cabinet
3. Staff report Special Education equipment that meet AGAMIM thresholds as lost, damaged, or stolen to the Special Education Coordinator.
4. All testing assessments, protocols, manuals, etc. are maintained in a locked file cabinet.

5. All other curriculum, supplies and equipment are monitored on a regular basis.
6. School will perform complete an investigation in the case of theft or vandalized equipment.
7. School will contact the appropriate authorities including law enforcement authorities in the case of vandalism or theft.
8. School's established control system ensures adequate safeguards to prevent loss, damage, or theft of property.
9. Adequate maintenance procedures of 6 month and annual physical review to keep property in good condition.
10. Proper sales procedures for equipment that is no longer used are established for highest possible return including but not limited to price checking, advertisement, bid requests.

Equipment Tracking/Inventory Form: Appendix I

Physical Inventory

§ 200.327 Financial reporting. Unless otherwise approved by OMB, the Federal-awarding agency may solicit only the standard, OMB-approved government wide data elements for collection of financial information (at time of publication the Federal Financial Report or such future collections as may be approved by OMB and listed on the OMB Web site). This information must be collected with the frequency required by the terms and conditions of the Federal award, but no less frequently than annually nor more frequently than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes, and preferably in coordination with performance reporting.

AGAMIM_will assure the following documentation is in place for property valued above \$5000:

- 1.) Inventory records will include the following information (inventory form):
 - a.) Required property record information
 - b.) Description of the property
 - c.) A serial number or other identification number
 - d.) The source of funding for the property (including the FAIN)
 - e.) Who holds title
 - f.) The acquisition date and cost of the property
 - g.) Percentage of federal participation in the project costs for the federal award under which the property was acquired
 - h.) The location
 - i.) The use and condition of the property
 - j.) And any ultimate disposition data, including the date of the disposal and sale price of the property
- 2.) Physical Inventory is taken and reconciled with property records at least annually (with signature of REVIEWER).
- 3.) TITLES of eligible reviewer will rotate the responsibility.

Procedures for Disposition of Equipment in Excess of \$5,000

1. AGAMIM will establish a Uniform Finance Accounting and Reporting Standards (UFARS) unique Course Code for the purpose of tracking the receipts and expenditures of the sale of a piece of equipment that was federally funded.
2. AGAMIM will notify the Division of Program Finance at the Minnesota Department of Education in writing of the sale. The notice will include a description of the equipment, date of sale, proceeds of the sale, and the unique Course Code established by the district that will designate use of these funds.
3. AGAMIM will receipt the funds from the sale of the equipment with the appropriate UFARS Source Code and established Course Code.
4. AGAMIM will use a general journal entry to transfer \$850 or ten percent of the proceeds (whichever is less) for the district's selling and handling expenses.
5. The remaining funds from the sale of the equipment will only be used for the purpose of the delivery of special education and related services and will be accounted for using UFARS program code 400, Course Code as established with the appropriate expenditure UFARS Object Code.
6. AGAMIM will expend the funds from the sale of the equipment in the current fiscal year.
7. AGAMIM is aware that these expenditures will not be included in the calculation of the Maintenance of Effort requirement of the Individuals with Disabilities Act (IDEA).
8. AGAMIM will submit an Activity Report to the Division of Program Finance at the Minnesota Department of Education at the end of the fiscal year to document expenses.

Procedures for Disposition of Equipment less than \$5,000

1. If the current per-unit fair market value is less than \$5,000, the equipment will be retained, sold, or otherwise disposed of with no further obligation.
2. A record of the date, reason, and method of disposal will be maintained with the equipment inventory as required under 34CFR 80.32 (e) (1).

Equipment Tracking Form: Appendix I

Banking Procedures

Credit Card Procedures

AGAMIM will follow the approved steps when school credit card is used:

1. AGAMIM staff members will complete the Purchase Procurement Request form and Rationale Form.
2. Credit Card purchases are approved by the Executive Director
3. Authorized signers of the card will be limited to the Executive Director and Board Treasurer.

4. The credit limit for each card will be: Executive Director: \$1,500; Board Treasurer \$1,500.
5. Receipts for all credit card purchases will be collected for each monthly statement and submitted to the Operations Manager with the credit card statement. If a receipt does not exist for a purchase, the cardholder who purchased the item will be responsible for reimbursing the school for the cost of the item purchased.
6. The school will purchase insurance to cover against employee theft or fraud.
7. If, in any given month, the administration believes the school needs to exceed the credit limit of \$20,000, the board chair will be notified for approval.

Purchase Request Form <\$3000: Appendix J

Purchase Request Form <\$3000: Appendix J1

Cash Management

AGAMIM's Board will authorize all bank accounts and persons permitted to be designated as check signers and permitted to authorize electronic bank transfers.

AGAMIM will limit the school's allowable deposits and addresses the specific types of risks to which the school's cash assets are exposed.

The Executive Director, Board Treasurer, and the Board Chair may sign and deposit checks, as well as transfer funds from AGAMIM'S savings account to checking accounts.

Cash Receipts

1. The Operations Manager opens incoming mail and checks are endorsed.
2. Check stubs are retained with back-up materials; if no stub is present; a copy of each check is retained.
3. The Executive Director, Operations Manager, Board Chair and Board Treasurer make deposits. Amounts of cash receipts are verified when entered into the accounting software.
4. Deposit clips include two NCR copies; one copy is retained in the Business Office with explanation and account number written on it. One copy goes to the bank with the check(s). The bank receipt is attached to the retained copy and other back-up materials.
5. The Operations Manager adds receipts to prepared bank deposits and postings, to cash receipts journals, and to monthly account reconciliation process.
6. Receipts of currency are deposited by Operations Manager after verification (step 3).

Accounts Payable

1. Checks are numbered sequentially; check numbers are verified during check runs. Blank check stock is only available to BKDV.
2. Checks are prepared by BKDV and are independent of giving voucher and invoice approval.
3. Check requests are approved for payment by the Executive Director and Board Treasurer before checks are written in the Accounts Payable area. BKDV matches check to invoice prior to approval. Checks are only made payable to a specific payee and are not written to "Cash" or "Bearer."
4. A record of checks written is retained in a Check Summary Report. Supporting documentation has a copy of the check attached to avoid duplicate payments.
5. Checks written in an amount of \$15,000 or more require a second signature from the Board Treasurer/Board Chair. The first signature, that of the Board Chair, is Magnetic Ink Character Recognition (MICR)-printed on the check during the printing procedure.
6. Check signers are authorized by the School Board in August of each year at its organizational meeting. No authorized check signers have complete responsibility for voucher preparation, approval for payment, check preparation, cash receiving, petty cash, purchasing and receiving, or timekeeping for payroll records. Signing of blank checks is prohibited.
7. Voided checks are stamped with a "Void" stamp and retained.
8. The Board Chair/Treasurer or Executive Director approves all non-check disbursements, such as wire transfers. If AGAMIM CLASSICAL ACADEMY amount is more than a predetermined amount, the financial institution will call the school district to verify the amount with a designated party.
9. Invoices are separated into those that reference a purchase order/check or credit card purchase. All invoices/checks and credit card purchases are reviewed by a team comprised of two administrators, Board Treasurer, and two business office officials.
10. Upon proper approval, all Payables are entered into the business office software and checks are printed weekly.
11. Discounts, freight terms, etc., are checked for accuracy when Payables are entered into computer.
12. Employees processing Payables are independent of those performing purchasing, receiving, inventory and general ledger functions.
13. Access to Accounts Payable functions is limited to those employees who have a logical need for access.

Expenditures - Accounts Payable

1. All vendor invoices are routed directly from incoming mail to the Operations Manager.
2. Invoices are matched against receiving paperwork to determine that they are not duplicate invoices (duplicates are destroyed) and against approved copies of purchase orders.
3. The Executive Director approves all Payables either during the purchase order process or before a non-purchase order invoice is paid.

4. The Executive Director reviews and approves the Purchase Request and Method Rationale Forms.
5. BKDV assigns the invoice a corresponding accounting code (UFARS, etc.)
6. Original invoices are maintained in the Operations Manager's Office files and copies are only distributed when requested.
7. Payments are generated from invoices only; payments are not made based on statements. Vendors' month-end statements are reconciled to record liabilities based on invoices accrued and reviewed for non-current invoice dates.

Receiving

1. A copy of all purchase orders is forwarded to the Operations Manager.
2. The School employees requesting the order uses the purchase order and shipping documents to inspect items for condition and proper quantity.
3. If a staff member has purchased an eligible item using their own resources, they may request reimbursement by completing Purchase Procedure - Procurement Request Form, attaching the receipt, and submitting to Director for consideration of approval. If approved, it is forwarded to the business office personnel and processed.
4. The designated person sends paperwork back to the Operations Manager indicating shipments received and noting any errors in quantity received, damage, etc.
5. The Operations Manager matches receiving paperwork against invoices for payment.
6. Upon receipt of the item, the Operations Manager will reconcile the item received with the invoice and/or packing slip; affix a serial number or other identification number to the item; file the invoice and/or packing slip; and deliver the item to special education staff.
7. The Operations Manager and/or Executive Director will record and maintain a list of inventory of items purchased with special education funds. The inventory is available in the Operations Manager's Office.

INVESTMENTS

Investments

1. Authorization for acquisition and disposition of investments is vested with the School Board.
2. The School Board has formally adopted an investment policy that limits the school district's allowable investments and addresses the specific types of risk to which the school district may be exposed.
3. The Executive Director and BKDV is charged with the responsibility of determining that Investments are of the character and type permitted by legal requirements and that the income earned is dispersed for authorized purposes.

Safekeeping

1. Securities (any form of cash or legal tender) are adequately protected in locked device on site. Only, the Business Manager, Board Treasurer, and Executive Director have access.
2. All securities are held in the name of AGAMIM.

Investment Recordkeeping

1. Detailed records are maintained including the following information:
 - a. Date of acquisition, identification, purchase amount or cost
 - b. Physical location of item
 - c. Interest/dividend/income rates and accrual/receipt dates
 - d. Ownership by fund
2. Detail records are periodically reconciled to the general ledger control accounts and to broker/safekeeping statements by the BKDV. The BKDV manager also reviews reconciliations.
3. Investment income is recorded on a timely basis. Investment earnings are credited to the fund "owning" the investment. The Executive Director approves any adjustments of investment accounts.
4. The BKDV Manager periodically reviews calculations of fair value and investment income for accuracy.
5. Record keeping functions for securities and income are performed by employees without access to physical securities, who cannot authorize security transactions, and do not have duties in the cash area. Access to computerized investment records is limited to those with a logical need for access.

Reconciliations

1. Bank accounts are reconciled at the end of each month by BKDV, who is independent of the Accounts Payable and Payroll functions.
2. Bank statements are received via web access for all accounts.
3. BKDV and Executive Director compare dates and amounts of daily deposits on bank statements to the cash receipts journal as well as bank transfers and any items rejected by the bank due to non-sufficient funds, etc.
4. Reconciliation procedures include the following:
 - a. Comparison of bank statements with the disbursement journal for number, date, payee, and amount.
 - b. Review of sequence of check numbers.
5. Checks outstanding for six months are investigated by the Operations Manager as provided by BKDV.
6. Upon completion of the reconciliation process, BKDV reviews the statements and approves adjustments to cash accounts.

Encumbrances

1. All purchases for the current fiscal year are cut off on June 30th so that encumbrances can be properly recorded at year-end with the exception of necessary expenditures (i.e., graduation) made after that date.
2. Data is checked when processing encumbrances to assure that the amount on the approved purchase order matches the amount on the invoice.
3. Open purchase orders are closed at the end of the fiscal year to avoid carryover amounts.

Other Accrued Liabilities

1. Detailed subsidiary ledgers for accruals and other liabilities are maintained and reconciled to the general ledger control accounts and are reviewed by BKDV.
2. Accruals and other liabilities are periodically reviewed for reasonableness.

Payroll

Personnel, Employment, and Rate Authorizations

1. Requests for new personnel are initiated only by the Executive Director.
2. The Operations Manager requires an employment application to be completed by all applicants. The Executive Director conducts an investigation of prospective new hires that includes background and reference checks, and contact with former employers.
3. Classes of positions and corresponding pay rates are approved by the School Board.
4. Personnel files are maintained for each employee. Files in the Operations Manager's Office contain applications and reference investigations, information on hire date; original and updated pay rates and positions, earnings records and termination data where appropriate. A separate file of I-9 forms for all employees is maintained under separate cover.
5. Files in the Operations Manager's Office contain W-4 forms; authorizations for payroll deductions, information on pay rates and positions and benefit applications.
6. Written termination forms are required and are completed by the employee and the Executive Director.
7. Files in the Operations Manager's Office are only accessible to the employees working in that department.

Payroll Preparation and Timekeeping

1. Employees are responsible for maintaining their own time cards or time sheets and this is separated from payroll preparation.
2. The Executive Director approves time cards before the cards are forwarded to Operations Manager and BKDV.

3. The Executive Director uses attendance data on time cards to determine paid or unpaid absences. The Operations Manager double-checks computation of hours on time cards and time-sheets (including overtime hours), reviews cards for approval by the Executive Director, notes any alterations on time cards and verifies pay rates.
4. Paychecks are numbered sequentially.
5. The starting check number is verified before checks are printed. Check numbers are verified during the reconciliation process by BKDV. Checks are MICR-signed by the printer with the Board Chair's signature.
6. Detail reports on white paper, rather than check stock, are printed for employees utilizing direct deposit of their net check.
7. Blank check stock is only accessible to BKDV.
8. Checks are drawn on the general checking account.
9. Check stubs and direct deposit reports contain detailed information on gross pay, withholdings, and deductions.
10. All pay rates are entered into an appropriate distribution account and these are monitored by BKDV.
11. Voided or spoiled checks are marked "Void " and maintained in a file.
12. BKDV reconciles gross and net pay amounts on tax returns to payroll registers, quarterly and annually.
13. After payroll is processed, BKDV places them in envelopes along with any documentation going to the employees. BKDV mails checks to employees on payday.
14. Access to payroll records and materials is limited to those with a need for such access.
15. Any identified adjustments will be resolved by BKDV/Executive Director

Year-end Preparation of W-2's

1. BKDV's Business Office prepares W-2s.
2. The total of W-2 wages, including taxable fringe benefits, is reconciled to the general ledger and payroll register before W-2 information is printed or transmitted.

Payroll Bank Account

1. The bank account is the general checking account.
2. Deposits to the payroll bank account are compared to the payroll register during each pay period and during the reconciliation process.
3. Payment of wages in cash is prohibited.

Payroll Withholdings

1. Procedures are in place to ensure that payroll taxes are paid when due (bi-monthly) and that payroll returns are filed as required.
2. Procedures are in place to ensure that other withholdings, such as direct deposits, cafeteria plan deductions, etc., are remitted in a timely manner, mostly on a bi-monthly basis.
3. **The Business Manager**, for reasonableness and completeness, reviews monthly payroll-related accruals.

Adopted:
Revised: _____

AGAMIM CLASSICAL ACADEMY POLICY
Personnel, No. 403

CONFLICT OF INTEREST FOR EMPLOYEES

Agamim Academy has established this guidance in accordance with the Uniform Governance Guidance 2 CFR 200, Subpart B, Section §200.112-113.

Employees must avoid activities or relationships that conflict with Agamim's interests or adversely affect the school's reputation. No policy can describe every situation that may constitute a conflict of interest. The purpose of these guidelines is to provide general direction so that you can seek further clarification on issues related to conflicts of interest. Contact the Executive Director if you have any questions about conflicts of interest.

A conflict of interest can generally be described as a situation in which your loyalty is, or may appear to be, divided between self-interest or the interests of a third-party and the interests of Agamim Classical Academy. The types of activities and relationships you must avoid include, but are not limited to:

- Accepting, agreeing to accept, or soliciting money or other tangible or intangible benefits in exchange for favorable decisions or actions in the performance of your job or that might appear to influence your decision-making or professional conduct;
- Accepting employment or compensation or engaging in any business or professional activity that might require disclosure of confidential information or trade secrets;
- Accepting a kickback, bribe, substantial gift, or special consideration as a result of any business dealings involving Agamim;
- Giving preferential treatment to any person or company in which you, a relative, spouse, partner, child, or a friend has a significant ownership interest or relationship.

Employees will participate annually in training regarding conflicts of interest and complete a Conflict of Interest Disclosure form. Employees must disclose actual or potential conflicts or any relationship that may create the appearance of a conflict of interest to your supervisor, in writing, as soon as you become aware of them so that safeguards can be established to protect all parties. The Executive Director will investigate any conflicts of interest and determine if disciplinary action, including suspension or termination, is warranted.

Failure to make required disclosures or resolve conflicts of interest satisfactorily may result in discipline up to and including termination of employment, as determined by the Executive Director and School Board.

The Executive Director will disclose in writing any potential conflicts of interest to the Minnesota Department of Education (MDE). The disclosure form will be sent to the Chief Financial Officer at MDE.

The Executive Director and School Board Chair will disclose all violations of federal criminal law involving fraud, bribery, or gratuity violations to appropriate authorities and the Minnesota Department of Education (MDE)

AGAMIM CLASSICAL ACADEMY
Conflict of Interest Disclosure for School Board, Committees, and Employees

Accompanies Agamim Policies 202 (Board) and 403 (Employee)

Directions: Please print, complete this form, sign and date it, and return it to the Chairperson of your committee. Employees not serving on the School Board or a Committee should return it to the Executive Director.

I, the undersigned, acknowledge I have received a copy of the Agamim Classical Academy "Conflict of Interest Policy".

I, the undersigned, acknowledge this Conflict of Interest Disclosure Form should indicate whether I have any actual or apparent Conflict of Interest with any individual or entity whose interests may reasonably appear to be affected by selecting, awarding, or administering a contract with the entity.

I understand a Conflict of Interest exists when the following individuals or entities have a financial or other interest in an entity with which Agamim Classical Academy is contracting:

1. Board Member, Employee, Officer, or agent;
2. Immediate family of the Board Member, Employee, Officer, or agent;
3. Business Partner of the Board Member, Employee, Officer, or agent;
4. An organization that employs, or is about to employ any individual in clauses (1) to (3).

I agree not to participate in the selecting, awarding, or administering any contract if a conflict of interest exists.

I understand that I have a continuing duty to report and potential Conflicts of Interest and agree to report to the Board any possible conflicts that may develop in addition to any possible conflicts stated below.

I understand a Conflict of Interest may arise in a situation not stated above, and this disclosure does not limit Agamim Classical Academy's rights concerning any other Conflicts of Interest which may arise.

I understand that violation of this policy by employees may result in actions that range from a written letter of reprimand placed in the personnel file to termination of employment. Violation of this policy by a board member may range from board sanction to dismissal.

Please Check One:

I am not aware of any Conflict of Interest

I have a Conflict of Interest in the following area(s):

Signed: _____ Date: _____

(Print First and Last Name)

(Title)

Adopted:
Revised:

Booth & Lavorato Policy 2.9
Orig. 2013

AGAMIM CLASSICAL ACADEMY POLICY
Personnel, No. 404

NEPOTISM

I. PURPOSE

Charter Schools are required to have a Nepotism Policy. The purpose of this document is to provide Agamim Academy's policy on nepotism.

II. POLICY STATEMENT

It is the policy of Agamim Classical Academy to address the issue of nepotism while ensuring that the school complies with the Minnesota Human Rights Act.

III. DEFINITIONS

- A. "Nepotism" means the inappropriate action regarding appointment, employment, promotion or the advocacy of such action, by a public official in a position to influence directly or indirectly, these personnel decisions.
- B. "Relative" for this policy means an individual who is related to an employee as a father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, grandchild, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, or legal guardian. It also includes individuals of the same sex or the opposite sex living together in a committed relationship whether married or not.

IV. POLICY

- A. Employees and independent contractors, consultants or any relative seeking a compensated position, will be hired based on meeting the objective criteria established by the administration for the position or the contract. Any issues of nepotism will go before the school board.

Such employees will be hired or dismissed upon a majority vote of school board members.

- B. An employee may not hire, supervise, promote, evaluate or participate in the evaluation of a relative employed by or contracted with the school.

APPENDIX B

Legal References: Minn. Stat. §124D.10 (Charter Schools) Minn. Stat. §363A (Human Rights)

Cross Reference: Policy 202 (Board Conflict of Interest) and 403 (Employee Conflict of Interest)

Adopted:

Revised:

AGAMIM CLASSICAL ACADEMY
Students, No. 510

SPECIAL EDUCATION STUDENT RECORDS RETENTION POLICY

Purpose

School district records can only be destroyed pursuant to a record retention schedule that has been adopted by the School Board and approved by the Records Disposition Panel of the State of Minnesota or by special permission. Minn. Statute 138.17.

I. General Statement of Policy

The following procedures regarding the retention and destruction of student records for special education students are adopted by the school board pursuant to:

- A) The requirements of 20 U.S.C. 123f requiring that records relating to the expenditures of federal funds be maintained for five years after completion of the activity for which the funds were used.
- B) The requirements of the Family Educational Rights and Privacy Act (FERPA), 34 C.F.R. 99.10 which states that educational records may not be destroyed if there is an outstanding request to inspect the records by the parent or eligible student.
- C) The requirements of the Individuals with Disabilities Education Act's (IDEA) regulations which require school districts to "...inform parents when personally identifiable information is collected, maintained, or used..." pursuant to the IDEA, "...is no longer needed to provide educational services to the child..." 34 C.F.R 300.573 and therefore will be destroyed by the district. Before the information is destroyed, the district is advised to provide "Notice" to the student of the Board's policy at the last IEP meeting prior to graduation (Grade 8 at AGAMIM). IDEA regulations also provide that "information must be destroyed at the request of the parents if they are no longer needed for education purposes." However, a permanent record of a student's name, address, and phone number, his or her grades, attendance records, classes attended, grade level completed, and year completed may be maintained without time limitations." 34 C.F.R. 300.573.

II. General Statement of Policy

The District will retain educational records for students with disabilities for a period of five years beyond the student's exit or graduation (end of grade 8) from AGAMIM. In addition, special education records will not be destroyed if there is an outstanding request for the record by the parent or eligible student. Also, parents and eligible students will be notified about this practice at the time the student is: 1) dismissed from special education services; 2) graduates from school; or 3) ages out of school. This will constitute notice and no further notice will be given at the end of 5 years. Students or parents will be asked to sign an acknowledgement (notice of Special Education Retention Policy) of the Board's policy to destroy the records after 5 years and that the notice has been given. A copy of this notice will be retained by the school.

APPENDIX C

The school will provide a child's divorced, non-custodial parent(s) with the same procedural protections as the child's custodial parent, unless a state court has determined otherwise (Divorced Parents - Chapter 1). As a result, both divorced parents of a disabled child will be notified of IEP/IIP issues and will be granted access to relevant records, regardless of who has custody. Both divorced parents must be given the opportunity to participate in the development and approval of the child's educational placement. *Doe v. Arnig*, 651 F. Supp. 424, 37 Educ. L.R. (D. Mass. 1987).

The custodial parent should provide documentation to the Executive Director/Principal that establishes custodial rights and any other court orders. The noncustodial parent should receive a copy of any correspondence upon providing the Executive Director/Principal with a mailing address.

Legal References: 20 U.S.C. § 1232f

34 C.F.R. § 300.573 & 34 C.F.R. § 99.10 (Family Educational Rights and Privacy Act) (FERPA)

Doe v. Arnig, 651 F. Supp. 424, 37 Educ. L.R. (D. Mass. 1987)

Cross References:

APPENDIX D

**AGAMIM CLASSICAL ACADEMY
Purchase Thresholds and Procurement Method Rationale Form**

Check each box that most appropriately describes best rationale for method to be used.

Method 1: Micro Purchase (2CFR 200.67)	Method 2: Small purchase (2CFR 200.88)	Method 3: Sealed bids (2CFR 200.320(c))	Method 4: Competitive bids (2CFR 200.320(d))	Method 5: Noncompetitive proposals (2CFR 200.320(f))
under \$3,000, no quotations, equitable distributions	MN: \$3,000-100,000, rate quotations, no cost or price analysis	MN: Over \$100,000, solicited by public notice	MN: Over \$100,000, best value alternative, request for proposal (RFP)	Proposals from only one source, unique product/service
	<input type="checkbox"/> Made through the use of purchase orders for purchases of goods <input type="checkbox"/> Affirmative Steps taken to assure minority business, women's business enterprises, and labor surplus area firms are used when possible as identified in policy.	<input type="checkbox"/> Affirmative Steps taken to assure minority business, women's business enterprises, and labor surplus area firms are used when possible as identified in policy.	<input type="checkbox"/> Affirmative Steps taken to assure minority business, women's business enterprises, and labor surplus area firms are used when possible as identified in policy.	<input type="checkbox"/> Another method of procurement was infeasible because: <ul style="list-style-type: none"> ● The item or service was only available from a single source; ● A public emergency or condition requiring urgency existed which did not permit the use of competitive procurement; or ● Competition was determined to be inadequate after receiving proposals from numerous sources.
	<input type="checkbox"/> Written contracts for purchases of consultant vendor services	<input type="checkbox"/> Affirmative steps taken to assure that invitation for bids are publicly advertised as identified in policy.	<input type="checkbox"/> A procurement not inappropriately broken up into smaller components solely to qualify for the less	

APPENDIX D

			complicated procedures followed under the "small purchases" approach.	
	<input type="checkbox"/> Every 2 years, proposals must be solicited from an adequate number of qualified sources (3-5) consistent with the nature and requirements of the procurement		<input type="checkbox"/> Construction or facility Improvement contracts or subcontracts include bid guarantees as identified in policy.	
	<input type="checkbox"/> Competition is sought through oral or written price quotations			
	<input type="checkbox"/> For procurement of goods; catalogs or price lists may also be used			

Completed by:

Title:

Date:

Reviewed by:

Title:

Date:

The following individuals or TITLE have permission to complete this document.

The following individuals or TITLE have permission to review and approve this document.

APPENDIX E

Agamim Classical Academy

1503 Boyce Street, Hopkins, MN 55343

Phone: 952-856-2531

Fax: 952-856-2728

CONTRACT

This Agreement, is made and entered into by and between AGAMIM ACADEMY (hereinafter referred to as the "DISTRICT") and NAME OF PROVIDER, TITLE, (thereinafter referred to as the "CONTRACTOR".)

RECITALS

Whereas, the DISTRICT desires to enter into an agreement with a qualified CONTRACTOR with expertise in providing TYPE OF SERVICE services and evaluation; **and**

Whereas, the CONTRACTOR is duly qualified and will provide the requested consulting services;

Whereas, the DISTRICT is willing to enter into an agreement with the CONTRACTOR to provide these services; **and**

Whereas, the CONTRACTOR understands and agrees that:

1. The CONTRACTOR will act as an independent contractor in the performance of all duties under this agreement;
2. The CONTRACTOR is not an agent, servant or employee of the DISTRICT and shall not make any such representations nor hold himself out as such;
3. The CONTRACTOR shall have no authority to bind the DISTRICT for the performance of any services or to otherwise obligate the DISTRICT, the CONTRACTOR's authority being specifically limited to the duties assigned to the CONTRACTOR under this Agreement;
4. The CONTRACTOR shall not be considered, under the provisions of this Agreement or otherwise, as having employee status, and accordingly, the CONTRACTOR shall be responsible for payment of all taxes, including federal, state and local taxes arising out of the CONTRACTOR's activities under this Agreement, including, but not limited to , federal and state income tax, FICA, unemployment insurance taxes, and any other taxes or business license fees as required;
5. The CONTRACTOR shall not accrue any continuing contract rights for the services performed to this Agreement;
6. The CONTRACTOR shall comply with all applicable School Board policies, procedures, rules and regulations that are relevant to the CONTRACTOR's provision of services under this Agreement.
7. Services provided are for students with a disability and whose IEP's contain documentation of the need for services. This service is unique to students identified as special education students. It is specifically designed instruction and not available to non-disabled students. The decision to provide this service was made by the IEP team. This service is provided at no cost to the parent. Facilities where this service is provided are of high quality.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and board members, its administrators, its employees, its officers, its attorneys, its insurers, agents, CONTRACTORS, and representatives other good and valuable consideration, it is agreed as follows:

APPENDIX E

ARTICLE I SERVICES TO BE PROVIDED

Section 1. Provision of Services. The CONTRACTOR agrees to provide TYPE OF SERVICE services and evaluation as identified by the IEP team and documented in the student's IEP. Consultation services may include, but are not necessarily limited to, review of pertinent educational records of selected students; discussion and consultation with teaching staff, school administration and related service providers, and providing consultation and recommendations on appropriate goals and objectives, and working individually with students on educationally related issues.

ARTICLE II COMPENSATION

Section 1. Compensation/Fees. The CONTRACTOR shall provide the agreed to services at a rate not to exceed DOLLAR AMOUNT per hour. RATES FOR MILEAGE, ADDITIONAL TIME REQUESTED FOR EVALUATIONS, ETC., will be negotiated. Total maximum threshold of expenditure is AMOUNT ESTIMATED FOR THE TIME PERIOD. This agreement will occur during the YEARS school year from DATE to DATE. TITLE has the authority to sign legally binding contracts up to DOLLAR AMOUNT. Contracts beyond DOLLAR AMOUNT must be approved by NAME OF CHARTER SCHOOL BOARD.

The CONTRACTOR services to be provided will be determined solely by the DISTRICT. The CONTRACTOR will not provide any services above and beyond those services in which the DISTRICT specifically requests. Furthermore, the CONTRACTOR agrees that during the term of this Agreement, he will not accept monetary payment or other remuneration from any entity or individual other than the DISTRICT for providing consulting services to a student or child currently enrolled or receiving education services or funding from the DISTRICT, unless specifically permitted by the DISTRICT. It is the responsibility of the CONTRACTOR to submit an invoice for payment, within HOW MANY DAYS of services provided.

ARTICLE III SERVICES

Section 1. Services. The Services provided by the CONTRACTOR pursuant to this Agreement will be determined exclusively by the DISTRICT. Contracts are reviewed every TIME PERIOD. During this review period, the TITLE will collect documentation of services provided, the dates thereof, costs of service and remaining balance on the contract. If incongruencies between the contract and work performed occur, the TITLE, will, ACTION. The Agreement will remain in effect for the YEARS school year but may be terminated by either party upon written notice to the other; however, any termination shall not be effective less than thirty (30 days) following said notice.

ARTICLE IV INSURANCE AND OTHER BENEFITS

Section 1. Insurance. During the term of this Agreement, it is specifically agreed and understood that the CONTRACTOR shall not be eligible for nor provided insurance coverage of any kind, including, but not limited to, health, medical, dental, life, and long-term disability.

Section 2. Other Benefits. It is specifically agreed and understood that the CONTRACTOR shall not be eligible for nor provided any other benefits, including, but not limited to, working compensation and unemployment benefits.

Section 3. Liability Insurance.

ARTICLE V INDEMNIFICATION

APPENDIX E

The CONTRACTOR agrees to hold harmless the DISTRICT and its board members, its administrators, its employees, its officers, its attorneys, its insurers, agents, CONTRACTORS, and representatives from any and all damages and claims that may arise by reason of any acts or omissions on the part of the CONTRACTOR, or the CONTRACTOR's employees or agents, in regard to the CONTRACTOR's performance of duties under this Agreement, and for any action commenced against the DISTRICT or any of its board members, its administrators, its employees, its officers, its attorneys, its insurers, agents, CONTRACTORS, and representatives arising out of the actions taken by the CONTRACTOR pursuant to this Agreement, the CONTRACTOR shall assume full responsibility and shall indemnify the DISTRICT and its board members, its administrators, its employees, its officers, its attorneys, its insurers, agents, CONTRACTORS, and representatives from and against any and all related liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorney's and witness fees, and expenses incident thereto.

**ARTICLE VI
GENERAL**

Section 1. Data. The CONTRACTOR agrees that any information and data received by the CONTRACTOR during the term of this Agreement shall be treated and maintained by the CONTRACTOR in accordance with all applicable federal, state and local laws, rules and regulations governing same, including, but not limited to, the provision of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. The CONTRACTOR also agrees to comply with all of the provisions and requirements of DISTRICT's data privacy policies. Any data or materials, including, but not limited to, reports, studies, photographs, negatives, or any and all other documents prepared by the CONTRACTOR in the performance of the CONTRACTOR's obligations under this Agreement shall be the exclusive property of the DISTRICT, and any such data and materials shall be remitted to the DISTRICT by the CONTRACTOR upon completion or termination of the Agreement.

Section 2. Entire Agreement. The agreement is the entire agreement between the DISTRICT and the CONTRACTOR and it supersedes all prior written or oral agreements. There are no covenants, promises, undertakings, or understandings outside of this Agreement other than those as specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

Section 3. Special Education Provisions. The Services provided are specially designed instruction, at no cost to the parents, to meet the unique needs of a student with a disability or related services in order for a child with a disability to benefit from specially designed instruction.

WHEREFORE, THIS Agreement was entered into on the date set forth below and undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to each, all and every provision hereof, and hereby acknowledge receipt of a copy hereof.

Date	Signature	Title

APPENDIX E

APPENDIX H

AGAMIM CLASSICAL ACADEMY New Hire Form - Personnel Approval Form

Name: _____ Position: _____
Last First Middle

Address: _____
Street City State Zipcode

Telephone #: _____ Social Security #: _____ Birth Date: _____

Employment Start Date: _____ Expected Length if Temporary: _____

Annual Salary: _____ Contracted Days per Year: _____ Other Pay: _____

Hourly Rate: _____ Scheduled Days per Year: _____ Hours per Day: _____ Days per week: _____

Status: _____ Full Time _____ Part Time _____ Non-Exempt _____ Exempt
_____ Temporary _____ Contract _____ 12 month

Race: _____ American Indian or Alaskan Native _____ Asian or Pacific Islander _____ Hispanic
_____ Black, Not of Hispanic Origin _____ White, Not of Hispanic Origin

Gender: _____ Female _____ Male

Program & % Split: _____ Genl Ed Kindergarten _____ Genl Ed Elementary _____ MARSS # 1-1
_____ 401 Spch/Lang Imp _____ 402 Dev/Cog Dis-M/M _____ 403 Dev/Cog Dis-Sev/Prof
_____ 404 Phys Imp _____ 407 Spec Lrn Dis _____ 408 Emo/Beh Dis _____ 410 Othr Hlth Dis
_____ 411 Aut Spec Dis _____ 412 Dev Del _____ 420 Aggregate _____ Other Dis

Special Education Setting: _____ Regular Classroom _____ Separate Classroom _____ Resource Room

Teacher & Licensed School Professional File Folder #: _____ Highest Education Level: ___ B ___ M ___ PHD

Special Education Teacher & Professional Caseload: _____

Variance: _____ Yes _____ No Variance(s) granted for: _____

Variance effective date: _____ File Folder Number if new: _____

Route: _____ Executive Director _____ Operations Manger

APPENDIX H

AGAMIM CLASSICAL ACADEMY New Hire Form - Personnel Approval Form

Highly Qualified Paraprofessional Status: Highest Education Level: B M PHD

60 semester credits

two years of study at an institute of higher learning or an Associate's Degree (A.A. A.S. or A. A. S)

passing score on the para pro, demonstration of core competencies of paraprofessionals or a local assessment that has been approved by the state

Employee Signature: _____ **Date:** _____

Benefit: Yes No **Eligible date:** _____

Executive Director **Date** **Board approved date if applicable**

Route: Executive Director Operations Manger

APPENDIX I

EQUIPMENT TRACKING FORM INSTRUCTIONS

Pursuant to Title 34 Code of Federal Regulations Part 80.32, each item of property acquired with special education funds, must be accounted for. This information must be maintained by the Subgrantee available for monitoring review purposes. Please note that all equipment is required to be physically inventoried at least once every two years by the Subgrantee.

The grant name, grant year, page number, and agents name must be clearly visible on each page if there are two or more pages of equipment. Each individual program grant must have its own inventory control record, do not mix the individual grant funded programs together on one form.

CHARTER SCHOOL identifies the following items as sensitive items: electronic tablets, laptop computers cellular phones and other assistive technology devices that exceed \$250
CHARTER SCHOOL inventories all items from \$ 1,000 to \$25,000+.

1. Grant Award Name: Enter the Grant Award Name as it appears on the Grant Agreement.
2. Grant Award Year: Enter the Grant Award Year as it appears on the Grant Agreement.
3. Subgrantee Name: Enter the Subgrantee name as it appears on the Grant Agreement.
4. Description of Equipment: Give a brief description of the equipment item (abbreviate if necessary).
5. Assctt #: Enter the serial number or other identification number (Subgrantee can enter their own inventory control number here). The objective is to assign a number that can be clearly traced from this form to the equipment item itself.
6. Vendor Source: Enter the name of the vendor the equipment was purchased from.
7. Title Holder: If owned by Subgrantee, enter Subgrantee. If different, list the owner of record.
8. Acquisition Date: Please provide the month, date, and year the item of property was acquired.
9. Cost of Equipment: Enter the invoice unit price of the property including the cost of modifications, attachments, accessories, or auxiliary apparatus necessary to make the property usable for the purpose for which it was acquired.
10. Location of Equipment: Identify the site where the item is located.
11. Equipment Use: Indicate the use for which the equipment was purchased.
12. Equipment Condition: Please indicate whether equipment is new or in excellent, good, fair, or poor condition.
13. Disposition: Enter the disposition (damaged, lost, stolen, misplaced, sold, on loan etc.) of the property at time of last physical inventory or when knowledge of such is available.
14. Disposal Sale Price: If an item has been sold please enter the sale price.
15. Disposal Date: Please provide the month, date, and year the item of property was disposed of.
16. Federal Participation: Enter the percentage of Federal funds used to purchase the equipment.
17. Enter date/ signature of annual inventory check
18. Enter date/ signature of 2 year inventory check
19. Authorized Agent: This form must be signed and dated by an authorized agent with first hand knowledge of the facts presented. If submitting electronically, the form should bear the agent's name including the appropriate dates and page numbers, and be attached to an email sent by the agent that states "I CERTIFY THAT THE INFORMATION PROVIDED IS ACCURATE AND ALL EQUIPMENT HAS BEEN PHYSICALLY INSPECTED WITHIN THE LAST TWO YEARS IN ACCORDANCE WITH FEDERAL PROGRAM REQUIREMENTS, GRANT AGREEMENT, AND APPLICABLE STATE AND FEDERAL REGULATIONS."

APPENDIX J1

**Agamim Classical Academy Purchases \$3,000 or Higher Procedure -
Procurement Request Form**

Name:	
Date of Request:	
Item Requested:	

Is this item a Special Education Item? yes no

In the absence of special education needs, would this cost exit? yes no

Is this cost also generated by students without disabilities? yes ___ no ___

If this is a child specific service/supply, is the service/supply documented in the student's Individual Education Program yes no

Is the service, supply, or equipment essential for the direct instruction for students with disabilities, in accordance with MN Statutes 125a.75-76?

Is this cost for a special education program, rather than an individual student, for the direct instruction of multiple students with IEPs?

Receipt of adequate number of price or rate quotations from three qualified sources complete following table and attach price/quote copies for documentation.

(Quote type = written proposal, internet, catalog)

Indicate Vendor Contact and whether Selected or Rejected	Date/ Price/ Quote Type	Responsive to request: Items approved	Lowest Price	Non competitive only vender?

APPENDIX J1

Signature and title of person requesting materials: _____

(See back side)

Vendor is not suspended, debarred, or otherwise excluded from or ineligible for participation in Federal substance programs under Executive Order 12549. _____

Date website checked: _____

Vendor Selected: _____

Rationale for selecting the type of contract (i.e. Price, quality, experience) :

Justification for lack of competition when competitive bids or offers are not obtained:

Director Signature: _____ Date: _____

Special Education Director Signature: _____ Date: _____

This document should be sent to XXX in correlation with Procurement Method worksheet.

INTAKE:

Items received:

By whom:

Date:

Where:

Method of Payment:

Reimbursement:

Location of item after intake / Person responsible

Note:

- The following individuals with the following TITLES may complete page 1 of this document.
- The following individuals with the following TITLES may complete page 2 of this document.
- The following individuals with the following TITLES may complete the INTAKE portion of this document.

APPENDIX J1

