

ACE Preparatory Academy Charter School

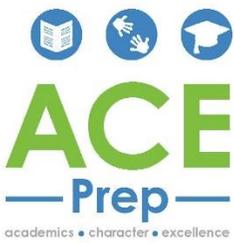
Board of Directors' Post-Meeting
Materials: 4.2.16



ACE
— **Prep** —

academics • character • excellence

For questions, please contact John Shertzer, ACE Prep Board Chair:
jshertzer@kiwanis.org



ACE Prep Board Meeting

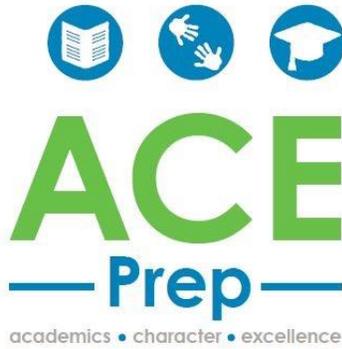
March 30, 2016 4:00 PM – 5:30 PM

1. Ground ourselves in the mission of [ACE Prep](#) – keep it front and center!
2. Embrace an individual giving campaign designed to generate over \$50,000 in Y1.
3. Receive tangible suggestions for immediate implementation to support outreach.

| Time | Item | Lead | Action | Materials |
|------|---|---------------------------------------|--|---|
| 4:00 | Welcome - Our Mission - Announcements/Good News! - Acknowledgement of guests - What have you done for ACE Prep? | John | | |
| 4:10 | Initial Business - Review of the monthly agenda - Approval of February minutes - Consent Agenda | John | Vote Vote | - March agenda - February Minutes packet |
| 4:13 | Carry-Over Business - 2016 Individual Giving Campaign | John | Vote | - Recommendation FD1 |
| 4:18 | Board Chair Report | John | Discussion | |
| 4:22 | Head of School Report | Anna | Discussion | - Management Report |
| 4:30 | Action Items - Officer Vacancies Policy - Approval of Legal Counsel - LOC Authorization | John | | - Recommendation G9 - Recommendation G10 - Recommendation F6 |
| 4:45 | Committee Reports - Academic Achievement Committee - Governance Committee - Finance Committee - Fund Development Committee | Curt Chasity Andrea Roderick | Discussion Discussion Discussion Discussion | - AAC Report & Dashboard - GC Report & Dashboard - Financial Statements - FDC Report |
| 5:05 | Board Development - Community Outreach | Meisha | Discussion | |
| 5:15 | Other discussion Items - AYS Proposal - ACE Prep Personnel Handbook | Anna Anna | Discussion | - AYS Proposal - Personnel Handbook |
| 5:25 | On the Horizon for April - Head of School Evaluation Process - Board Elections Process | John | Discussion | |
| 5:29 | Executive Session | John | | |
| 5:30 | Adjournment | John | | |

Through rigorous academics, positive character development, and excellence in everything we do, [ACE Preparatory Academy](#)

[Charter School](#) educates all Kindergarten through Grade 5 students for school success and lives of opportunity.



MINUTES ACE Preparatory Academy

March 30, 2016

4:00 – 5:30

Speakeasy

Present:

Board Members: Anne Eaton, Amy Marsh, Andrea McGordon, Curt Merlau, John Shertzer, Mark Shreve, Elana Thompson, Chasity Thompson, Roderick Wheeler

Ex-officio Members: Anna Shults

Guests: Megan Murphy, Meisha Wide

Welcome (John Shertzer, Board Chair):

The February 2016 Board Meeting was called to order at 4:01 pm.

- The ACE Prep Mission was read by Roderick Wheeler.
- Guests were welcomed to the meeting, including Megan Murphy of Circle City Preparatory.
- Members shared their individual volunteer contributions during the past month to help support the mission of ACE Prep.
- The Board Chair recognized that a quorum was present to conduct business.
- The March 2016 Agenda was approved. The motion was made by Amy Marsh, seconded by Chasity Thompson. No discussion, MPVV (Motion Passed by Voice Vote).
- Minutes from the February 2016 Board Meeting were approved with no pending edits.

Carry-Over Business:

- Recommendation FD1: to approve the 2016 Individual Giving Campaigns as moved through the Fund Development Committee. The motion to accept the recommendation was approved unanimously by voice vote. No discussion, MPVV.

Board Chair Report (John Shertzer, Board Chair):

- John Shertzer reported that he will soon be soliciting nominations for Board officer elections.
- The Board retreat has not been scheduled to date, but the retreat will include a review of work performed in the previous year, a self assessment and evaluation of the Board, and an opportunity to set goals for the future. The retreat will also include a speaker from the educational community, to be selected by the Governance Committee.

Head of School Report (Anna Shults, School Founder):

- Anna Shults reported on activities from to a TAP Conference for teacher evaluation. This conference was included as part of ACE Prep’s overall professional development strategy.
- Anna is currently enrolled in an Orton-Gillingham program designed to improve instruction for those students with dyslexia and severe reading disabilities. The program aims to get students caught up and on grade level for those who are severely behind. Anna wrote and received a grant to fully cover the cost of the course. DII has since offered staff support embedded within ACE Prep to both work with students and to train staff. Further details still very much TBD.

Action Items (John Shertzer, Board Chair):

- Recommendation G9 (Officer Vacancies Policy) – No discussion, MPVV.
- Recommendation G10 (Approval of contract with Charitable Allies for Legal services) – Discussion on the recommendation was on the fees associated with obtaining legal counsel. The Board also discussed having special counsel in addition to the services provided by Charitable Allies, which will be discussed further by the Governance committee. MPVV.
- Recommendation F6 was presented to allow the Head of School to draw down on a line of credit when cash flow is less than \$50,000. The motion to introduce rec F6 was made by Roderick Wheeler, seconded by Curt Merlau. MPVV. Board member Andrea McGordon abstained.

Committee Reports

Academic Achievement Committee (Curt Merlau):

Highlights from the committee report included:

- Curt Merlau reviewed a strategy for partnerships with Indiana college and universities, with an outline of short-term and long-term goals to be derived from that partnership.

Governance Committee (Chasity Thompson, Committee Chair):

Highlights from the committee report included:

- The Governance Committee announced nominations for Board officer elections would be accepted in the near future.

Finance Committee (Roderick Wheeler):

Highlights from the committee report included:

- Due to time constraints, there were no highlights from the finance committee.

Fund Development Committee (Roderick Wheeler, Committee Chair):

Highlights from the committee report included:

- Roderick Wheeler encouraged the Board to participate as leaders in the Individual Giving Campaigns. He also announced that a video would be produced this spring to help “Share the Vision” of ACE Prep.

Board Development

Community Outreach (John Shertzer):

- Meisha Wide provided an overview of the April events calendar, including a diverse set of locations and touch points. Three callouts for Board involvement were to utilize social media channels to promote ACE Prep, to volunteer at a canvassing event, or to help explore community partnerships.

Other Discussion Items

- Anna Shults shared that an agreement with AYS (At Your School) was near completion. Families can drop off their children at ACE Prep as early as 6am and pick up as late as 6pm. Providing after school care will be advantageous for working parents. The advantages of AYS include having influence over who is working in ACE Prep, requiring AYS staff to attend ACE Prep professional development, and they will offer discounts to staff members' children.
- Anna Shults discussed the revised deadline for submitting school enrollments to receive public funds. Payments to be received in July - Oct are affected by the enrollments numbers due April 1.

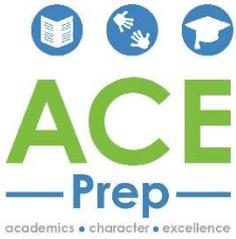
On the Horizon for April

The Board will discuss a Personnel Handbook, the Board elections process, and method for evaluation the Head of School.

Adjournment

The meeting was adjourned at 5:48 pm.

Next meeting: April 20, 2016.



ACE Prep Board of Directors OFFICIAL RECOMMENDATION

ACE Preparatory Academy Charter School

Fund Development Committee Report

Members: Elana Thompson, Mark Shreve, Roderick Wheeler, Anna Shults

Recommendation FD1: 2016 Individual Giving Campaign.

Background: CAMPAIGN OVERVIEW

The inaugural school year of ACE preparatory Academy provides a tremendous opportunity to engage our community, to include laying the foundation for cultivating charitable support for the school. According to our board approved school budget, we have originally set a fundraising goal of \$50,000 from all sources. To help ACE Prep achieve this fundraising goal, the Fund Development Committee is proposing to launch a public campaign focused building “community contacts” and “cultivating individual charitable gifts.”

Cultivating individual gifts should be a thoughtful and intentional endeavor, and usually begins with developing deep relationships. The potential impact of cultivating individual charitable support for ACE Prep include (1) raising unrestricted revenue to support the mission of the school, (2) improving cash flow and short-term cash positioning, and (3) having additional resources to support excellent school outcomes.

CAMPAIGN GOALS

- Secure \$50,000 in new funding from various ACE prep stakeholders through three strategic individual campaigns by December 31, 2016
- Engage over 300 new individual donors and nearly 20 new volunteers to serve as ACE Prep “Ambassadors”
- Broaden ACE Prep’s donor base and strengthen the contributed revenue (donations) stream to ensure that ACE Prep, through rigorous academics, positive character development, and excellence in everything we do, can educate all Kindergarten through Grade 5 students for school success and lives of opportunity.

Recommendation:

The **Fund Development** Committee hereby recommends ACE Preparatory Academy Charter School Board of Directors to approve **2016 Individual Giving Campaign** (see attached).

Effective Date: Upon Board Approval

NOW, THEREFORE, BE IT RESOLVED that pursuant to applicable law, the undersigned, being all Directors of this corporation, hereby consent to, and approve the following:

APPROVAL OF 2016 Individual Giving Campaign

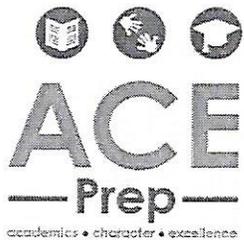
RESOLVED, that once approved, said the official **2016 Individual Giving Campaign Overview** becomes part of the official record and documents of this corporation.

RESOLVED AND APPROVED:


Name


Title, ACE Prep Board of Directors

3/30/16
Date



ACE Prep Board

OFFICIAL RECOMMENDATION

ACE Preparatory Academy Charter School

Governance Committee

Members: Chasity Thompson, Anne Eaton, Erica Garnett, John Shertzler

Recommendation G9: Officer Vacancy Policy

The board of ACE Prep shall establish guidelines to address when a board member resigns from an office prior to the office term ending. The following steps shall be taken:

1. The officer shall provide notice to the Board chair. The notice should be provided two months prior to the officer leaving the position, unless an extenuating circumstance arises. The determination of extenuating circumstance shall be determined by the Board Chair.
2. The Board Chair shall announce the upcoming vacancy and invite Board members to apply for the position, for the remainder of the term.
3. Any Board member who is interested in the vacant position shall submit a resume and brief statement of interest for the position.
4. The Board Chair shall decide who will fulfill the term and present the name to the Board for information purposes only.
5. The new officer shall fulfill the term. Should s/he desire to continue in the position post term, s/he must comply with established Board Officer Guidelines, as approved by the Board.

Background:

After a board member resigned from an officer position prior to the officer term ending, the Governance committee deemed it appropriate to draft a provision to address such instances.

Options (if appropriate): NA

Recommendation:

That the ACE Preparatory Academy Charter School Board establish some provision to address when a board member resigns from an officer role prior to the end of a term and that the bylaws be revised as follows:

4. Officers

4.6 Other Officer Vacancies. **Any officer resigning his/her position shall provide notice to the Board Chair at least two months prior to the officer leaving the position, unless an extenuating circumstance arises as determined by the Chair.** In the event that the office of Chair becomes

vacant, the vice-Chair shall become Chair for the unexpired portion of the term. In the event that any other officer position the office of the Vice-Chair or Secretary-Treasurer becomes vacant, the Chair will appoint an interim Officer(s) to fill such vacant office(s) for the unexpired portion of the term. until a scheduled meeting of the board can be held. Prior to appointment, the vacancy will be announced to the board and any director who is interested in a vacant position shall submit a resume and brief statement of interest for the position to the Chair within the timeframe requested by the Chair.

Effective Date: March 30, 2016

NOW, THEREFORE, BE IT RESOLVED that pursuant to applicable law, the undersigned, being all Directors of this corporation, hereby consent to, and approve the following:

APPROVAL OF OFFICER VACANCY POLICY

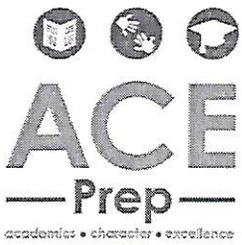
RESOLVED, that once approved, said the official Officer Vacancy Policy becomes part of the official record and documents of this corporation.

RESOLVED AND APPROVED:

[Signature]
Name

Chair
Title, ACE Prep Board of Directors

3/30/16
Date



ACE Prep Board OFFICIAL RECOMMENDATION

ACE Preparatory Academy Charter School

Governance Committee

Members: Chasity Thompson, Anne Eaton, Erica Garnett, John Shertzer

Recommendation G10: Approval of Charitable Allies as ACE Prep's Legal Counsel

Background:

At the sole request of Anna Shults, Head of School, the board is being asked to consider approval of Charitable Allies as ACE Prep's legal counsel. Through our evolution as an organization thus far, we have been able to piece together legal guidance from a variety of reputable sources, yet have lacked a concrete partnership with one attorney and/or firm that could best meet our long-term needs.

Charitable Allies is a charity that provides legal, educational, governance, and administrative consulting services to nonprofits, with a deep knowledge of Indiana school law. There is no monthly retainer. Time is assessed per task and fees range from \$40-\$245 an hour based on the credentials of those involved.

Options (if appropriate):

We have worked with CSSS's local attorney on facility-based issues, but can not continue to utilize his services due to a conflict of interest – he can't represent us both.

Over time, we have also tapped into the resources of local non-profits providing pro-bono work to start-up and/or youth-serving organizations, but response time is inconsistent and no professional relationship is established.

Recommendation:

ACE Preparatory Academy Charter School Board of Directors to approve **Charitable Allies as ACE Prep's Legal Counsel.**

Effective Date: March 30, 2016

NOW, THEREFORE, BE IT RESOLVED that pursuant to applicable law, the undersigned, being all Directors of this corporation, hereby consent to, and approve the following:

APPROVAL OF CHARITABLE ALLIES AS ACE PREP'S LEGAL COUNSEL

RESOLVED, that once approved, said the official Charitable Allies Engagement Letter becomes part of the official record and documents of this corporation.

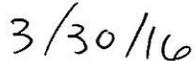
RESOLVED AND APPROVED:



Name



Title, ACE Prep Board of Directors



Date



charitable
allies
your nonprofit
advocate

March 1, 2016

Anna Shults, Founder and Principal

ACE Preparatory Academy

5326 Hillside Ave Indianapolis, IN 46220

ashults@aceprepacademy.org

Via Email: Re Engagement for Legal Services

Dear Anna,

Thank you for trusting Charitable Allies, Inc., the leader in nonprofit law. Charitable

Allies, Inc. ("Attorney") will be providing legal services to ACE Preparatory Inc., a/k/a/ ACRE Preparatory Academy. We strive to deliver high quality, cost effective legal services and will always work in your best interests, subject to our duties of professional conduct. Please do not hesitate to contact us should you have any concerns.

This letter sets forth our agreement of the terms and conditions under which we will provide legal services ("the Agreement").

1. Scope of Engagement

Our Clients are ACE Preparatory Inc., a/k/a/ ACRE Preparatory Academy and its officers and board of directors as a whole, and not any other affiliate entities, or individual employees, officers, directors or other individuals.

The scope of our engagement will be to advise Client with regards to its personnel handbook, lease language, and teacher contracts. In addition, projects or matters may from time to time arise that require Attorney's services. This engagement is hereafter referred to as the "Matters."

While we will make every effort not to unduly delay the Matters, the length of our inquiry or the Matters necessarily will depend upon the complexity of the issues and how well we have been informed of the facts at the time we receive the pleading. For litigation or regulatory matters, any papers or documents to be filed with the court or agency be prepared and sent to us in sufficient time for our review.

During the terms of this agreement, Client will cooperate fully in providing documents and information, answering questions, and in preparing and handling the matter in general. Client will reveal all information necessary and relevant to the prosecution of this legal representation and shall truthfully and fully cooperate in all legal proceedings including, where applicable, in the recovery of attorney's fees, costs and expenses.

2. Attorney/Client Privilege and Confidentiality

This relationship is protected by the Attorney/Client Privilege and any conversation made between Attorney and Client in confidence for the purpose of seeking, obtaining, or providing legal assistance is privileged and shall not be disclosed except to further the representation of Client.

3. Staffing

Zac Kester will retain primary responsibility for the legal services provided to you and will involve other attorneys or staff when I believe appropriate. We will keep you informed of our progress and utilize our best efforts to respond as promptly as possible. In return, I need you to keep me informed of any developments that affect the Matter as soon as you become aware of them. Client and Attorney shall work with any agents, associates, employees, or subcontractors of the other as needed. Attorneys shall provide timely completion of services.

4. Conflict of Interest

We have checked our records and have determined that there is no conflict of interest that prevents us from working on this Matter. However, if an actual or potential conflict of interest develops Attorney may have to discontinue representation of one or both of the clients, unless both clients give written consent to the continued representation.

5. Disposition of Files and Records

The Clients and Attorneys shall keep full and accurate records of all work performed under this Agreement. Records will be maintained for six years. Clients permit Attorney to use all forms of electronic communication, document and data management and storage, and word processing for all matters related to the representation (including the use of email and facsimile) so long as reasonable precautions are taken to maintain Client confidences and protect the Attorney/Client privilege.

6. Communication

- a. All notices or communications required or permitted by this Agreement are adequately delivered when (i) personally delivered, (ii) mailed, first-class postage prepaid, to the appropriate address, or (iii) emailed to the appropriate email address as provided.
- b. Electronic transmission or re-transmission of any physically or electronically signed document constitutes delivery of the original signed document.

7. Fees and Billing

- a. This is a fee for service contract. The fee includes regular costs and expenses, which Client shall reimburse. Client shall pay the Attorney for the services described herein payable in a timely manner upon being invoiced.
- b. Attorney shall charge and Client shall pay an hourly rate of \$245 to \$150 for attorney time, \$150 to \$85 for paralegal time or legal intern time, and \$75 to \$40 for legal assistant time, clerk or related time.
- c. Client shall not be required to pay an initial retainer. Large projects may require an advance retainer, but said requirement will be communicated in writing in advance. Attorney shall bill against any retainer. Any unused retainer shall be reimbursed.

- d. Failure to make timely payment of fees and expenses may, upon notice, result in termination. In that event, Client will still be obligated to reimburse Attorney for fees, costs and expenses incurred to the date of withdrawal.
- e. Attorneys shall where applicable, upon successful completion of the matter, pursue an award of attorneys' fees and costs from the Court against the government. Clients agree that any such fees and costs recovered belong to Attorney, sans any payment(s) made by Clients to Attorney under this contract.

8. Term and Termination

- a. This Agreement shall commence on the date signed by an authorized representative of Client.
- b. Termination of this Agreement by either party shall be pursuant to Rule 1.16 of the Indiana Rules of Professional Conduct, Declining or Terminating Representation.

9. Nonprofit Law Firm, Publicity, Media & Fundraising

Client understands that the ability of Attorney to keep and maintain low cost legal services is directly related to its ability to publicize its work and to fundraise, that is, to inform supporters of the Attorney about the work done by the Attorney.

Clients agree to fully cooperate with the Attorney in the publicizing of non-privileged, non-confidential, or otherwise public information relating to the representation, including participation in recorded interviews and testimonials. All such communications shall be made pursuant to the applicable canons of professional conduct. Clients agree to allow Attorney to use

Clients' image and relevant, non-privileged, non-confidential, or otherwise public information in materials intended to communicate to the supporters of the Attorney and in furtherance of the Attorney's mission.

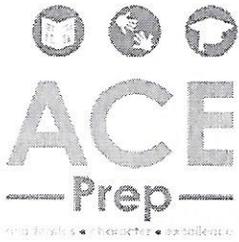
Specifically, but not limiting the generality of the foregoing, Clients authorize Attorney to disclose information that is contained in the public record, facts set forth in a demand letter, or other facts and circumstances consistent with objectives of Attorney's representation, including increasing publicity and assisting in fundraising.

If the arrangement described in this letter is acceptable to you, please confirm your agreement by signing in the space provided and return to us. We appreciate the opportunity to represent you in these Matters and look forward to working with you.

Very truly yours,

CHARITABLE ALLIES

/s/



ACE Prep Board of Directors OFFICIAL RECOMMENDATION

ACE Preparatory Academy Charter School

Finance Committee

Members: Andrea McGordon (Chair), Roderick Wheeler, Anna Shults, Lori Thompson

Recommendation F6: Authorization for Head of Schools to Borrow Against National Bank of Indianapolis Line of Credit when Cash On Hand is Less Than \$50,000

Background:

WHEREAS, a proportion of ACE Preparatory Academy (ACE Prep) Charter School's start-up and operating revenue will come from state and federal reimbursement funding programs that require the school to incur expenses prior to receiving funding (being paid) for services rendered.

WHEREAS, state and federal reimbursement cycles can be unpredictable and beyond the control of ACE Prep, resulting in potential delays in receiving funding for services rendered.

WHEREAS, delays in receiving payment for services rendered can place undue stress on the ACE Prep's cash assets and negatively affect the schools cash position because expenses continue to be realized for current services while the school is awaiting payment for prior services.

WHEREAS, the National Bank of Indianapolis has extended a line of credit, secured by the State CSSP (reimbursement) grant, to ACE Prep in the amount of \$193,000 to allow the school to borrow, or access its line of credit, in time so need and to improve the school's cash position.

WHEREAS, based on cash flow projections, \$50,000 represents an acceptable threshold to provide Head of School the flexibility to maintain school operations while also minimizing cost of borrowing cash.

Recommendation:

The Finance Committee hereby recommends

ACE Preparatory Academy Charter School Board of Directors to approve Authorization for Head of Schools to Borrow Against National Bank of Indianapolis Line of Credit when Cash on Hand is Less Than \$50,000.

Effective Date: 3/30/2016

NOW, THEREFORE, BE IT RESOLVED that pursuant to applicable law, the undersigned, being all Directors of this corporation, hereby consent to, and approve the following:

APPROVAL OF Authorization for Head of Schools to Borrow against National Bank of Indianapolis Line of Credit when Cash on Hand is Less Than \$50,000.

RESOLVED, that once approved, said the official **Resolution** becomes part of the official record and documents of this corporation.

RESOLVED AND APPROVED:

[Signature]
Name

Chair
Title, ACE Prep Board of Directors

3/30/16
Date