



350 East Baird Circle (3605 South), Salt Lake City, UT 84115 • (385) 290-1306 • [www.utahinternational.org](http://www.utahinternational.org)

*May 26, 2022*

## **REQUEST FOR PROPOSAL FOR BUSINESS MANAGEMENT SERVICES**

### **DESCRIPTION**

Utah International Charter School serves about 250 students in grades 6-12 in South Salt Lake, UT. Our mission is to give English Learners full access to a rigorous secondary curriculum by providing content-based, sheltered English instruction in every class, and to empower refugees, immigrants and American-born students with collaboration skills, critical-thinking skills, and diverse global perspectives.

The principal and board of directors of Utah International Charter School (UICS) seek proposals from interested individuals or companies wishing to assume the business management functions of the organization and school.

A detailed description of the responsibilities of the individual or company assuming the UICS business management functions follows.

### **POSITION SUMMARY**

The UICS business manager may be a person hired by the principal, or the business management functions may be performed by an independent contractor or an education service provider. The business manager must be experienced and have a track record of successful charter school financial management.

The business manager will work closely with the principal to execute and manage the financial operation of the school. The business manager, in concert with the principal, will work closely with the board of directors, particularly the Board Treasurer, in the development of the annual budget, reporting and oversight of the school's finances and business operations.

### **DETAILED POSITION FUNCTIONS**

#### **Board of Directors**

- Works with the board to provide long range financial planning for the school.
- Provides ongoing communication to the principal and board of directors regarding the financial status of the school.
- Attends board meetings as required.

#### **School and Organizational Business Management**

- Work closely with the principal to develop and monitor budget and facilitate the financial operations of the school.
- Supervise finance administrative staff, if any.
- Responsible for all financial activities and reporting requirements of UICS. Responsibilities include, but are not limited to:
  - Budgeting, budget management and reporting;
  - Accounts payable and receivable;



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- Payroll, payroll taxes, deposits, reporting;
- Bookkeeping and accounting system;
- All USBE, state, and federal reporting and relationships;
- All Insurances;
- Annual financial audit;
- Banking and reconciliations;
- Vendor relations;
- Procurement;
- Assets and inventories;
- Employee human resource management;
- Student body and parent-teacher organization accounts.
- Data management and reporting (UTREX and CACTUS);
- Manage student records system;
- Manage school property and facility;
- Assist with development activities, as needed.

#### **Human Resources**

- Oversee employee benefits program (negotiations, when applicable);
- Oversee all hiring paperwork (contract, required documents, background checks, and benefit sign-ups);
- Maintain personnel files;
- Maintain employee handbook;
- Manage practices for compliance with labor laws.

#### **TERM**

Monthly agreement beginning July 2022 with the potential of a future multi-year agreement.

#### **CRITERIA FOR EVALUATION**

- A. Costs and payment schedule (30 points).
- B. Bidder's qualifications and experience to perform UICS business management functions (25 points).
- C. An explanation of how the bidder envisions their relationship with the school, specifically:
  1. Daily financial operations at the school (10 points).
  2. Communication and coordination with the principal (10 points).
  3. Communication and coordination with the board of directors (10 points).
- D. Experience and proven track record of successful charter school financial management (15 points).
- E. Bachelor's degree in a related field (Pass/Fail).

#### **INSTRUCTIONS FOR SUBMITTING A PROPOSAL**

Submittal Due Date: June 10, 2022

Send proposals by hand-delivery or U.S. Mail to: 350 East Baird Circle, Salt Lake City, UT 84115

For questions, contact Stewart Okobia at [sokobia@utahinternational.org](mailto:sokobia@utahinternational.org)



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## **EVALUATION AND AWARD**

Proposals will be evaluated by the evaluation committee and will be awarded at the June 21, Board Meeting.

## **TERMS AND CONDITIONS FOR INDEPENDENT CONTRACTORS AND EDUCATION SERVICE PROVIDERS**

- Board members, employees, and their respective spouses or immediate family members should not have conflicts of interest with any ESPs that contract with the School, such as direct or indirect ownership, employment, contractual or management interest, etc.
- The Board should retain independent legal counsel to review and negotiate the ESP agreement. Legal counsel for the School should not represent the ESP or its principals. The ESP agreement should be an arms-length, negotiated agreement between an informed Governing Board and the ESP. Agreements should be reviewed at least once every five years and have a term of no more than five years.
- No agreement with an ESP should purport to amend or change the School's charter or contain any provisions inconsistent with the School's charter.
- In negotiating the ESP agreement, the Board should budget adequate resources to fulfill its Charter requirements which may include, but are not limited to: oversight of ESP, payment of staff costs, lease or mortgage requirements, required insurance, annual financial audit, accreditation, the Board's legal counsel, and any other such costs necessary for the School's operations.
- Marketing and development costs paid by or charged to the School specific to the School program should not include any costs for the marketing and development of the ESP.
- ESP agreements should contain insurance and indemnification provisions outlining the coverages the ESP will obtain. The ESP's insurance is separate from and in addition to the insurance the Board is required to obtain.
- ESP agreements should provide that the original financial, educational, and student records pertaining to the School are School property, and that such records are subject to the provisions of the Government Records Access and Management Act and the Federal Family Educational Rights and Privacy Act.
- No provision of the ESP agreement should interfere with the Board's duty to exercise its statutory, contractual, and fiduciary responsibilities governing the operation of the School. No provision of the ESP agreement should prohibit the Board from acting as an independent, self-governing public body, or allow public decisions to be made other than in compliance with Utah's Open & Public Meetings Act.



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- ESP agreements should contain a provision that all finance and other records of the ESP related to the School will be made available to the School's independent auditor and authorizer. ESP agreements should not permit the ESP to select and retain an independent auditor for the School.
- If an ESP purchases equipment, materials, and supplies on behalf of or as the agent of the School, the ESP agreement should provide that such equipment, materials, and supplies are and remain the property of the School. ESP agreements should contain a provision that if the ESP procures equipment, materials, supplies, contractors, etc. it will comply with the Utah Procurement Code (UCA 63G-6).
- ESP agreements should provide that the School owns all proprietary rights to curriculum or educational materials that (i) are both directly developed and paid for by the School; or (ii) were developed by the ESP at the direction of the Board with School funds dedicated for the specific purpose of developing such curriculum or materials.
- ESP agreements involving employees should be clear about which persons or positions are employees of the ESP, and which persons or positions are employees of the School. If the ESP leases employees to the School, the ESP agreement should provide that the leasing company accepts full liability for benefits, salaries, worker's compensation, unemployment compensation and liability insurance for its employees leased to the School or working on School operations. If the School is staffed through an employee leasing agreement, legal confirmation should be provided to the Board that the employment structure qualifies as employee leasing.
- If the School intends to enter into a lease, execute promissory notes or other negotiable instruments, or enter into a lease-purchase agreement or other financing relationships with the ESP, then such agreements must be separately documented and not be a part of or incorporated into the ESP agreement.
- ESP agreements should contain at least one of the following methods for paying fees or expenses: (i) the Board may either pay or reimburse the ESP for approved fees or expenses upon properly presented documentation and approval by the Board; or (ii) the Board may advance funds to the ESP for the fees or expenses associated with the School's operation provided that documentation for the fees and expenses are provided for Board ratification.



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To Whom it May Concern,

Utah International Charter School is submitting a request for proposals for business management services.

Pursuant to 63G-6a-707 section (7)(b), we will waive the prohibition against proposal evaluation committee members having access to information relating to the costs of proposals until after they've submitted their recommendation based on other criteria.

We believe this waiver to be in the best interest of the school because of the limited time available to replace our business manager and because of the small size of our staff and board.

Sincerely,

Angela Rowland, Principal