



New Charter School Application

Prepared by:
Cedar Charter Holders
A Utah Non-Profit

For submission to:
State Charter School Board

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Charter School Information

1. Name of Proposed Charter School: **American Principles Academy**
2. Name of Applicant: **Cedar Charter Holders**
3. Authorized Agent: **Karen Thelin**
4. Mailing Address: **4355 Sagebrush Dr., Enoch, UT 84721**
5. Phone Number: **801-494-7446**
6. Email Address: karenthelin@gmail.com
7. New School Location and Location's School District(s): **Cedar City, Iron County School District**
8. Date & To Whom Submitted at the District Office: August 25th, 2023 to Superintendent Lance Hatch (ICSD)

Governance Structure

Name	Position	Area of Expertise	Any and All Charter Affiliations
Casey Anderson	Chair	Counselor	None
Signature:			
Kelly Hofeling	Vice Chair	Homeschool educator	None
Signature:			
Matt Howard	Treasurer	Finance	None
Signature:			
Kami Merrill	Secretary	Parent	None
Signature:			
Stephanie Hill	ICSD liaison	Educator	None
Signature:			
Blaine Hofeling	Member	Legal	None
Signature:			

Enrollment

9. Year school will start: **2024**
10. Grades served: **K-12**
11. Does the proposed grade configuration match the resident district grade configuration?
Yes, (K-12), with 6th grade being part of Elementary

Grades and Specific Number of Students Served by Grade														Max Enrollment
Year 1	K	1	2	3	4	5	6	7	8	9	10	11	12	
SY 25	30	30	30	30	30	30	30	30	30	30	0	0	0	300
Year 2	K	1	2	3	4	5	6	7	8	9	10	11	12	
SY 26	30	30	30	30	30	30	30	30	30	30	0	0	0	300
Year 3	K	1	2	3	4	5	6	7	8	9	10	11	12	
SY 27	30	30	30	30	30	30	30	30	30	30	0	0	0	300

*This application includes a maximum enrollment of **1,089** for our charter agreement, but the table above demonstrates our PLANNED enrollment for Years 1-3 as we operate in a temporary facility.

Waivers

12. Is this proposal seeking special treatment under UCA §53G-5-301?

No

13. Is this proposal seeking priority consideration under §53G-6-504?

No

14. List any waiver requests here (i.e., Rule numbers and titles).

R277-552-3. Charter School Authorization Process. We are seeking an expedited timeline in order to open the school Fall of 2024, due to a real estate opportunity that will expire if we go through the SCSB's typical timeline.

Signatures

Signatures
I, THE UNDERSIGNED, do hereby certify that, to the best of my knowledge and believe, the data in this proposal are true and correct. Therefore, this application for charter school status and funding is hereby submitted with the full approval and support of the governing body of the proposed charter school.
Name of Authorized Agent: Karen Thelin
Signature of Authorized Agent:

1. EXECUTIVE SUMMARY

The mission of American Principles Academy is to provide a classical education ensuring that every student achieves academic success and develops good character based on concrete measurements.

In 2019, a concerned parent moved to Cedar City from Salt Lake County. He very quickly recognized that there are limited educational options for his children in Cedar City. As a former teacher at Excelsior Academy charter school, he knew that he wanted a classical education¹ option for his children. So he started to reach out to classical school providers throughout the State. From this effort, town meetings were organized and many parents began to express their interest in acquiring an alternative option in Cedar City. A group of these dedicated parents decided to form a governing board and apply for a charter school.

The American Principles Academy will be filled with enthusiastic, effective teachers and students engaged in teaching and learning in an organized, nurturing school environment. Hallmarks of the school will be high student engagement with quality teaching and curriculum, and resulting proficiency in reading and math, with cursive writing from kindergarten, and a focus on literary analysis and writing across disciplines as reflective of a classical education. Student character development will be visible as students interact with one another with positivity and respect and develop confidence in comportment in all social and civic settings through experiential learning events. School uniforms provide equity and confidence for all. Junior High students will study Latin, and will be academically prepared for high school honors and AP courses.

The board chose to apply for a classical school for two main reasons. First, some of the parents on the board have had the opportunity to have their children participate in a classical school before. They found that the classical education approach met their child's academic needs the best. Second, the philosophy of classical education, including the mission to pursue truth, goodness, and beauty, provided their student with a noticeable love of learning and charitable attitude toward their classmates. This environment provided these families with academic education and character development that brought them satisfaction and they desire to replicate their experience in a new school for their children and other children in the community.

Thus, American Principles Academy will be a classical-liberal arts school with an aim to educate both the minds and hearts of our students. Human flourishing is the goal of a classical education. We will engage in the pursuit of truth, beauty, and goodness alongside our students. We will focus our efforts in the domains of the liberal arts, including mathematics, social, and physical sciences with an emphasis on ethics, morality, the ability to solve complex problems and a desire to continue to learn. We will employ the disciplines of humility and diligence to our scholarly efforts. Our students will flourish as they become academically proficient, develop strong moral character, and develop a desire to impact their community in positive ways. At school, on a daily basis, we will enthusiastically engage in the learning and practice of the skills required to accomplish these ends.

¹ <https://welltrainedmind.com/a/classical-education/>

The Character Development program will be ingrained within the daily structure and will include Civic Education.

Some of the school's key elements will be:

- Classical focus - applying the appropriate pedagogy to the phases of learning outlined in the trivium, with the aim of seeking truth, goodness and beauty through learning.
- Leveled learning² - in addition to grade level core instruction in their homeroom, elementary students experience skills training with peers at their precise level for subjects of Reading, Math, and Spelling
- Small group sizes available for Reading, Math, and Spelling as appropriate - group sizes ranging from 3 to 25 students, depending on student proficiency levels and needs
- Core Knowledge Sequence
- Daily homework opportunities
- Uniforms³
- A comprehensive Character Development Program providing instruction in effective social skills, etiquette, positive behavior, and responsible civic engagement
- A teacher and paraprofessional in every elementary general ed classroom, as budget allows
- Classical literature instruction through Core Knowledge Sequence
- Patriotic and civic education
- Cursive writing beginning in Kindergarten⁴
- Latin courses for all 7th and 8th graders

These elements of classical curriculum and aligned pedagogy will provide a compelling option to Cedar City residents, perhaps especially among those whose students are not currently enrolled in public schools. There are currently no open seats at the only existing elementary charter school in Cedar City, and therefore no current choices for parents. This new school will promote the SCSB's mission by providing school choice options for parents which now do not exist. Our application specifically provides a school model with leveled learning, uniforms, patriotic and civic education, direct instruction and a classical approach that does not exist in Iron County School District. By authorizing this school, the SCSB will provide a distinctive educational model to more fully accommodate the unique learning needs of students in this community.

We would like to note at the beginning of this application that our board members consulted significantly with classical education providers throughout the State while writing this application. All of the information contained herein that was obtained by any other party was gathered from sources that are within the public domain or given to us for purposes of

² <https://www.excelsior-academy.org/leveled-learning>

³ <https://www.americanprep.org/wp-content/uploads/2021/07/Uniform-Guide-Final-Email-Version-K-6-1.pdf>

⁴ <https://swrtraining.com/cursive-first/rationales/>

this application with their specific permission. We intend for our school to be original and unique, but we also wish to replicate what we consider to be successful models of public education, hence the usage of language and materials from other entities throughout the application.

2. CHARTER PURPOSE

American Principles Academy will be an asset to the State of Utah and Iron County School District by advancing educational excellence as stated in our Mission. American Principles Academy will fulfill the purpose of Utah's charter schools in the following ways:

1. **Continue to improve student learning.**

We will track individual student achievement using embedded assessments, longitudinal standardized assessment tables, weekly subject mastery instructor reports and PLCs, daily participation trackers, and other tools that will allow us to be responsive to individual student learning needs. We will hold an annual teacher conference to review student progress and make changes to curriculum and instruction as needed. Through these robust data collections, evaluations and analysis we will continuously improve student learning.

2. **Increase choice of learning opportunities for students.**

Currently there is only one K-8 charter school in Cedar City. It emphasizes a "self-directed" method of teaching and has no available seats for parents seeking school choice. American Principles Academy would provide parents the choice of a classical model that is not currently available in Iron County School District.

3. **Establish new models of public schools and a new form of accountability for schools that emphasizes the measurement of learning outcomes and the creation of innovative measurement tools.**

We will find, create and use the most effective data collection systems available and combine them in unique ways, including monthly Progress Learning Charts (PLCs) where student data is compared with accountability elements, and an annual teacher conference, added to our teacher contracts and held at each year's end for 3-4 days where teachers will deeply evaluate student progress and use this information to inform their instruction in the upcoming year. Many data tools are available in the public domain. Some examples of data trackers that we will use can be found [here](#).

4. **Provide opportunities for greater parental involvement in management decisions at the school level.**

100% of our current board members with school-aged children intend to enroll children at the school, providing significant parental input at the governance level. We plan to involve parents on school committees that will support and provide input to management. And, as required by state regulations, parents will comprise the Parent Advisory Council, acting as stakeholders in the review of Comprehensive Needs Assessment data, School Improvement Planning meetings, School Community Council activities, Teacher and Student Success Act Plans, and other activities related to the direction of American Principles Academy.

5. **Expand public school choice.**

As mentioned, there is only one charter option in Cedar City for our elementary-aged students. The existing school is a Montessori school which is very different from our proposed classical-education model.

Key Elements

- Classical Education - Students and staff seek truth, beauty, goodness through teaching and learning that reflects the Trivium, with the aim of student flourishing and in the context of public education and meeting state instructional standards. (Fulfills purposes 2 & 3 above)
- Leveled learning⁵ - in addition to grade level core instruction in their homeroom, elementary students experience skills training with peers at their precise level for subjects of Reading, Math, and Spelling (unique to Iron County, (Fulfills purposes 2 & 3 above)
- Small group sizes available for Reading, Math, and Spelling as appropriate - group sizes ranging from 3 to 25 students, depending on student proficiency levels and needs (Fulfills purpose 3)
- Core Knowledge Sequence (Core Knowledge Language Arts is used in some schools in ICSD, however our school will provide all subject areas of the Sequence, Fulfills purpose 3)
- Daily homework opportunities- many traditional public schools have gone to “no homework” practices. By contrast, our school utilizes daily homework assignments as part of our rigorous curriculum and a way to involve parents in their childrens’ education. (Fulfills purpose 1)
- Uniforms - uniforms provide equity and are not implemented at other ICSD schools (Fulfills purpose 3)
- A comprehensive Character Development Program providing instruction in effective social skills, etiquette, positive behavior, and responsible civic engagement (Fulfills purpose 3)
- A teacher and paraprofessional in every elementary general ed classroom as budgets allow (Fulfills purpose 1 & 3)
- Patriotic and civic education (Fulfills purpose 1)
- Cursive writing beginning in Kindergarten (Fulfills purpose 3)
- Latin courses for all 7th and 8th graders (Fulfills purpose 3)

Enrollment Preferences

We intend to offer the following enrollment preferences, as permitted by 53G-6-502, in the order listed:

1. Currently enrolled students (after Year 1)
2. Children of staff members

⁵ <https://www.excelsior-academy.org/leveled-learning>

3. A child or grandchild of “Founding Family” members, which are individuals that have actively participated in the development of American Principles Academy
4. A child or grandchild of governing board members
5. Siblings of current students or alumni
6. Students that reside within a two-mile radius of the charter school and whose school of residence is at capacity
7. A child of a military service member

Charter Goals:

Measure	Metric	Targets			
		Exceeds	Meets	Does Not Meet	Falls Far Below
Mission Specific	Elementary students will participate in 30 hours of character-building lessons and activities, including hands-on events during the school year as measured by attendance at events, assemblies and classroom instruction.	>95%	≥90%	<90%	<85%
Mission Specific	An average of 90% of students will participate in experiential patriotic events held annually as measured by attendance at each event	>95%	≥90%	<90%	<85%
Relative Academic Performance	Elementary students will achieve an average reading proficiency equal to the state average each year as measured by EOY Acadience composite scores	>10%	≥0%	<0%	<-10%
Student Academic Gain	Elementary students who begin and end the year enrolled at the school will achieve a cohort average of the following grade points in Math.	>3.5	≥3.0	<3.0	<2.5

3. PROGRAM OF INSTRUCTION

Following is our plan for curriculum and instruction at our school. In order to contextualize the curriculum and instruction at our school, we will begin by outlining our philosophical approach to education.

Philosophical Approach

Our school will provide a classical education approach to teaching and learning. As classical education can have many interpretations, we will elucidate our paradigm of classical education - first the philosophy, then how it will be expressed at our school in our curriculum and instruction. Following are some of the principles of classical education, and the associated character education that we embrace. Some articulations are borrowed from other classical institutions as noted:

- “The world is ordered and knowable and the human intellect, while imperfect, can attain knowledge of reality through reason, hard work, and a coherent program of study⁶.”
- “Truth exists, and we must seek it relentlessly by disciplined study and good-willed conversation⁷.”
- We honor a long tradition of education that emphasizes the seeking of truth, goodness and beauty and the study of the liberal arts and the great books.
- The primary liberal arts are grammar, logic and rhetoric, or in other words the verbal arts of the trivium. At our school, these concepts refer to stages of learning which inform our pedagogy.
- Our approach includes the study of Latin - both language and history.
- “While aspects of our curriculum are subject to new developments in science, discoveries about our universe, and the unfolding of history, our emphasis is upon the enduring, the changeless, the permanent. We give particular emphasis to the literary and philosophical Classics of the West because of the way they speak about the universal human condition and the laws of nature⁸.”
- A classical “approach” to education teaches students how to learn and how to think. “We do not dispute the usefulness of a liberal arts education, and we gladly and ably prepare our students for college studies, but our main purpose is the formation of the soul, heart, and mind⁹.”
- Character education at our school is defined as outlined in Utah Code¹⁰ which states: “Character education” means reaffirming values and qualities of character which promote an upright and desirable citizenry.” The Code further defines that “Values” means time-established principles or standards of worth”.
- Our school has identified the following character traits which fulfill the mandate set forth by Utah code, specifically; enthusiasm, honesty, gratitude, empathy, service, friendliness, perseverance, reliability, respect, kindness, courtesy, confidence, integrity, encouragement of others, humility, diligence and determination. These traits comprise our definition of good or virtuous character.

⁶ <https://www.greatheartamerica.org/great-hearts-life/great-hearts-philosophy/>

⁷ <https://www.greatheartamerica.org/great-hearts-life/great-hearts-philosophy/>

⁸ <https://www.greatheartamerica.org/great-hearts-life/great-hearts-philosophy/>

⁹ <https://www.greatheartamerica.org/great-hearts-life/great-hearts-philosophy/>

¹⁰ https://le.utah.gov/xcode/Title53G/Chapter10/53G-10-S204.html?v=C53G-10-S204_2022050420220504

- Civic and patriotic education at our school will have as its objective the fulfillment of the statutory requirements set forth in Utah code, specifically the “cultivation of informed, responsible participation in political life by competent citizens committed to the fundamental values and principles of representative democracy in Utah and the United States.”¹¹ The code further states that “Civic and character education are fundamental elements of the public education system's core mission” and thus will be fundamental elements of our school’s focus.
- Patriotic education at our school will fulfill the Utah statutory mandate that public schools provide for “the cultivation of a continuing understanding and **appreciation** of a constitutional republic and principles of representative democracy”, and “public schools fulfill a vital purpose in the preparation of succeeding generations of informed and responsible citizens who are **deeply attached** to essential democratic values and institutions¹². (Emphasis added);
- Patriotic education at our school will seek to cultivate in our students an appreciation for, and deep attachment to our democratic values and institutions.
- We define patriotism as “gratitude and respect” for people and institutions that provide for and advance democratic values and institutions. Engendering patriotism in our students will be accomplished through teaching and learning together about the founding of our nation, studying the historical and contemporary documents that provide our form of government, and engaging in related experiences in our communities. Some specific activities we will provide our students include honoring Constitution Day by reading the Constitution together with the broader community, honoring Veterans Day with community members who are veterans, honoring Memorial Day with Gold Star families, and visiting government offices and attending public meetings, thus teaching the importance of expressing gratitude and respect for veterans, public servants, and government officials.

Evidenced-based Instruction

Our school model is influenced by two major educational research efforts. First is the Effective Schools research studies which began in the late 1970’s. Dr. Lawrence W. Lezotte wrote a compact yet thorough explanation of this body of research, wherein he states, “The educational researchers who conducted these studies developed a body of research that supported the premise that all children can learn and that the school controls the factors necessary to assure student mastery of the core curriculum.”¹³

Multiple studies have been conducted surrounding the premise of “effective schools,” and Ron Edmunds “first formally identified the Correlates of Effective Schools in the 1982 publication “Programs of School Improvement: An Overview.”¹⁴ In this paper, Edmonds stated that all effective schools had the following five characteristics in common:

- the leadership of the principal notable for substantial attention to the quality of

¹¹ https://le.utah.gov/xcode/Title53G/Chapter10/53G-10-S204.html?v=C53G-10-S204_2022050420220504

¹² https://le.utah.gov/xcode/Title53G/Chapter10/53G-10-S204.html?v=C53G-10-S204_2022050420220504

¹³ <http://www.effectiveschools.com/downloads/RevEv.pdf>

¹⁴ <https://eric.ed.gov/?id=ED221536>

instruction;

- a pervasive and broadly understood instructional focus;
- an orderly, safe climate conducive to teaching and learning;
- teacher behaviors that convey the expectation that all students are expected to obtain at least minimum mastery;
- the use of measures of pupil achievement as the basis for program evaluation.

Our school model aims to embody these and the other Effective Schools research conclusions.

The second body of impactful research on our school model is actually considered by some to be the “third generation” of Effective Schools research, and is that of John Hattie in his book Visible Learning, published first in 2009.¹⁵ We have evaluated our curricular choices, PLC organization plan, and other school practices in light of the conclusions of the meta analyses and resulting effect size (ES) conclusions arising from this body of research.

For example, Hattie’s research indicates that distributed practice is more effective than massed practice. This is one important reason we chose Saxon Mathematics for our Elementary and Jr. High math programs. Another example of using research to inform our model is our view of the teacher role as an activator (as opposed to facilitator), utilizing principles of teacher clarity (ES .75) teacher feedback (ES .74), metacognitive strategies (ES .67), direct instruction (ES .57), mastery learning (ES .56), and providing worked examples (ES .57).

These impacts were considered as we chose curricular programs. For example, we chose direct instruction programs with track records of success and which facilitate teacher clarity and teacher feedback (Reading Mastery, LBDI - Literature Based Direct Instruction, Adventures in Language, Shurley English).

Utah Core Standards for Elementary and Secondary

All Utah Core Standards will be taught and assessed through our coordinated curriculum and assessment programs. Our coordinated curriculum outlining grade level teaching requirements will be housed in a shared database to facilitate and ensure teacher understanding of the teaching requirements as well as opportunities for effective collaboration by our professional learning communities (PLCs). Utah Core Standards will be assessed using formative and summative assessments developed by our teaching teams, in-program assessments from curricular programs we utilize, as well as via state mandated assessments.

Elementary Program

Our Elementary School program will center on our school’s 2 pillars: Academic Achievement and Character Development. We believe children in grades K-6 need a balance of rigorous academics, creative and expressive learning, and positive character and social skill development – all in a motivating, cheerful environment that encourages enthusiasm for learning and love of school. Caring and nurturing relationships with teachers and friends is the

¹⁵ <https://visible-learning.org/2009/02/visible-learning-meta-study/>

foundation of all we will do.

Elementary Academics - School Structure Overview


Staffing Pattern: Our elementary students will attend a homeroom class that has a General Education Teacher and a Paraeducator (who we will call an “Instructor”) to the extent the budget will allow. This supplemental employee will make it possible for the General Education Teacher to teach the content scheduled for the day in the most effective way possible, with the Instructor providing support as needed to minimize instructional disruptions and support students in the learning process, thus expanding access to the general education classroom to as many students as possible, particularly disabled students, as a matter of strategic planning. The content taught in the homeroom will address each of Utah’s grade-level Core requirements.

Leveled learning: The Elementary school academic team will assess each incoming student and place them in an achievement-leveled group in the skills areas of Reading, Math and Spelling. This allows students to enroll in the correct grade according to their age and receive grade-level instruction in their homeroom, but *also* to receive instruction at their performance level in the skills acquisition areas. Elementary students will transition between homeroom classrooms and “break-out” rooms (small classrooms) for Reading and Math and in some cases, an additional Language course. Grade-level Science and History may also be leveled according to the student’s learning aptitude (the content will remain consistent by grade and will align with Utah Core standards).


Students will be assessed and groups will be formed that will allow all students to be taught at their precise instructional level, with peers within their age band (K-3 or 4-6), for that subject. These “fluid groups” will be composed of approximately 3-25 students, allowing for small classes as needed. We know that student learning is not entirely predictable, so students will be consistently assessed (weekly) and if a student “zooms” ahead, they will be able to move to a higher level. Likewise, if a student needs extra repetition of a concept, or experiences absences which put them behind, they will be able to join a different group and repeat the instruction that was missed or was challenging for them¹⁶.

The teachers and paraprofessionals in every group breakout class or regular classroom will use daily and/or weekly assessment tools to determine if students are struggling or over-achieving in order to make sure that they are continually placed in the correct group. The tools they will use include forms similar to the Daily Lesson Data Record forms¹⁷ and Learning Progress Charts¹⁸ (examples from other schools included with permission).

Achievement grouping supports student positive mental development and protects students from anxiety and depression by avoiding placing students with students performing far above them in these skills subjects. Advanced students for their age are likewise placed in groups that provide appropriate challenges so boredom or engagement challenges can be avoided. Because all students will go to their skills groups at the same time in the school day,

¹⁶  Group Placement Form (from Excelsior Academy)

¹⁷  RM 3-5 DLDR (from Excelsior Academy)

¹⁸  LPC Master (from Excelsior Academy)

and the groups will not be not labeled in any way (no numbers, colors, or letters), our students will not typically be conscious of the “position” of their group (higher, lower) in relation to other groups. Avoiding stigma is one of the goals of our achievement groups. It is our belief that these achievement groups are the most efficient way to allow students to gain skills in the fastest, most emotionally-positive environment possible.

We anticipate a significant percentage of our population to come from the homeschool community. There is a strong hesitancy for some families in Cedar City to participate in traditional public school. Many homeschool families indicate they would participate in public education in a school that aligned with their philosophy and values. Yet a challenge for entry is that many homeschooled students progress in their education at rates more variant than public school students, which creates a challenge for those families when enrolling their children in public schools as they find their children don’t “fit” neatly into a particular grade level. Our model will allow us to consult with homeschool families to identify the precise academic needs of their students and facilitate a smooth transition to school. The achievement level grouping potentially makes this transition much smoother.

We intend to primarily use curriculum that has already been developed yet teachers will be relied upon to develop some areas of instruction as noted in the course schedules below.

Elementary Courses and Curriculum by Grade

The following tables outline the courses we plan to teach in each grade level, along with the minute allocation for each course and identified curriculum for the course. Any “school designed” curriculum will follow the Utah Core Standards.

Kindergarten

Following is a template for a full-day kindergarten course. Asterisks represent the subjects taught in a half-day course, however the time allotments might be altered.

Activity	Minutes	Days	Total Minutes	Curriculum
Reading Skill Group*	60	5	300	Reading Mastery/Heggerty
Math Skill Group*	60	5	300	Connecting Math Concepts
LA - Double Dose	30	3	90	Various
Core LA - Writing*	25	5	125	Cursive Writing, Core Knowledge Writing
Core LA- Lit/Poetry/Grammar*	25	5	125	Core Knowledge, Shurley English
Core LA-Phonics, Vocabulary *	30	5	150	Language For Learning/Hegerty

Science*	35	2	70	Core Knowledge Science
History*	35	2	70	Core Knowledge History
Geography*	40	1	40	Core Knowledge Geography
Core Math*	30	2	60	School created
Rest/Activity Time	20	5	100	School created
PE*	25	1	25	School created
Music*	25	2	50	Core Knowledge
Art*	30	1	30	Core Knowledge, Monart Drawing

First Grade

Activity	Minutes	Days	Minutes per wk	Curriculum
Weekly Assembly	15	1	15	
Opening	15	4	60	
Reading Skill Group	60	5	300	Reading Mastery/Heggerty
Math Skill Group	60	5	300	Connecting Math Concepts
LA Skill Group	30	3	90	Spalding
Core LA- Grammar	20	3	60	Shurley English
Core LA - Handwriting	15	4	60	Cursive Writing
Core LA - Vocab/Logic/Writing	30	4	120	Adventures in Language
Core LA - Literature	10	5	50	Core Knowledge
Core LA - Vocabulary	10	1	10	Language for Thinking
Core LA - Phonics	10	2	20	Heggerty
Science / History	25	8	200	Core Knowledge
Geography	15	4	60	Core Knowledge
Core Math	30	2	60	School created
Core Math - Facts	10	5	50	Rocket Math
PE	25	2	50	School created
Music	25	2	50	Core Knowledge
Art	45	1	45	Core Knowledge/Monart

Second Grade

Activity	Minutes	Days	Minutes per wk	Curriculum
Reading Skill Group	60	5	300	Reading Mastery/LBDI/Heggerty
Math Skill Group	60	5	300	Connecting Math Concepts
LA Skill Group	40	3	120	Spalding
Science	25	2	50	Core Knowledge
History	25	4	100	Core Knowledge
Core LA - Grammar			80	Shurley English
Core LA - Writing	15	3	45	Cursive Writing
Core LA - Lit./poetry/vocab	15	3	45	Core Knowledge
Core LA - Vocab/Logic/Writing	30	5	150	Adventures in Language
Core LA - Creative Writing	25	2	50	School created - paragraphs/journals
Core LA - Lit./Book Reports	20	2	40	Core Knowledge/School created
Core LA - Comprehension	20	3	60	Comprehension A
Core LA - Phonics			20	Heggerty
Core Math	30	3	90	School created
Core Math - Facts	10	5	50	Rocket Math
Music	25	2	50	Core Knowledge
Art	20	2	40	Core Knowledge/Monart
PE	25	2	50	School created

Third Grade

Activity	Minutes	Days	Minutes per week	Curriculum
Reading Skills Group	60	5	300	Reading Mastery/LBDI/Heggerty
Math Skills Group	60	5	300	Connecting Math Concepts/Saxon Math
LA Skills Group	30	3	90	Spalding
History	30	3	90	Core Knowledge
Science	30	3	90	Core Knowledge
Core LA	30	4	120	Adventures in Language

-Vocab/Logic/Writing				
Core LA-Lit/Poetry	25	3	75	Core Knowledge
Core LA-Grammar	25	4	100	Shurley English
Core Math Facts	5	5	25	RocketMath
Core Math	20	3	60	School created
Computers/Keyboarding	40	2	80	Keyboarding Online
Critical Thinking	25	2	50	Comprehension B
Music	25	2	50	Core Knowledge
P.E.	25	2	50	School Created
Art	40	1	40	Core Knowledge/Monart

Fourth Grade

Activity	Minutes	Days	Minutes per week	Curriculum
Reading Skills Group	60	5	300	Reading Mastery/LBDI
Math Skills Group	60	5	300	Saxon Math/Corrective Mathematics
LA Skills Group	30	3	90	Spalding
History/Geography	30	4	120	Core Knowledge
Science	30	4	120	Core Knowledge
Core LA -Writing	30	4	120	School created
Core LA-Lit/Poetry	30	2	60	Core Knowledge
Core LA-Grammar	20	4	80	Shurley English
Core Math Facts	5	5	25	RocketMath
Core Math	25-30	4	110	School created
Computers/Keyboarding	30	1	30	Keyboarding Online
Critical Thinking/Economics	25	2	50	Building Thinking Skills/Tuttle Twins
Music	25	2	50	Core Knowledge
P.E.	25	2	50	School Created
Art	45	1	45	Core Knowledge/Monart

Fifth Grade

Activity	Minutes	Days	Minutes per week	Curriculum
Reading Skills Group	60	5	300	Reading Mastery/LBDI
Math Skills Group	60	5	300	Saxon Math/Corrective Mathematics
LA Skills Group	30	3	90	Spalding
History/Geography	30	4	120	Core Knowledge
Science	30	4	120	Core Knowledge
Core LA -Writing	30	4	120	School created
Core LA-Poetry/Lit	20	5	100	Core Knowledge
Core LA-Vocabulary	35	2	70	Voracious Vocabulary
Core LA-Grammar	20	4	80	Shurley English
Core Math Facts	5	5	25	RocketMath
Core Math	25	4	100	School created
Computers/Keyboarding	20	1	20	Keyboarding Online
Critical Thinking/Economics	25	2	50	Building Thinking Skills/Tuttle Twins
Choir	40	3	120	Core Knowledge
P.E.	25	2	50	School Created
Art	45	1	45	Core Knowledge/Monart

6th Grade

Activity	Minutes	Days	Minutes per week	Curriculum
Reading Skills Group	60	5	300	Reading Mastery/LBDI
Math Skills Group	60	5	300	Saxon Math/Corrective Mathematics
LA Skills Group	30	3	90	Spalding/Latin Roots
History/Geography	30	4	120	Core Knowledge
Science	30	4	120	Core Knowledge
Core LA -Writing/Keyboarding	20	5	100	School created
Core LA-Poetry/Lit	20	5	100	Core Knowledge

Core LA-Vocabulary	35	2	70	Voracious Vocabulary
Core LA-Grammar	20	4	80	Shurley English
Core Math Facts	5	5	25	RocketMath
Core Math	20	4	80	School created
Logic/Economics	25	2	50	Building Thinking Skills/Tuttle Twins
Band/Orchestra	40	4	160	Core Knowledge
P.E.	30	2	60	School Created
Art	40	1	40	Core Knowledge/Monart

Elementary Teaching Methodology (Pedagogy)

As a classical school that adheres to the concept of the trivium, we will align our pedagogy (instructional methods) with the phases of learning - grammar, logic and rhetoric. Broadly, we will implement grammar aligned pedagogy when instructing students in the grammar phase of learning, logic-aligned pedagogy when instructing students in the logic phase, and rhetoric-aligned pedagogy when instructing students in the rhetoric phase. Examples of teaching methods and pedagogical themes aligned with the phases are as follows:

Grammar Phase:

Objective: Factual information, taught to mastery.

Methods: Clear and Constrained Learning Objectives, Direct Instruction, Choral Responses, Repetition to mastery, Teacher Clarity, Concise Language, Compact Definitions

Logic Phase:

Objective: Critical thinking: If/Then Statements by teacher evolving to If/Then Queries of students (generalizing knowledge, making inferences), Identifying Cause and Effect using evidence, Why questions, Evidence requests, Identifying patterns and exceptions, Connecting evidence-based knowledge, Connecting domains of knowledge

Rhetoric Phase:

Objective: Defend knowledge and conclusion using logic and persuasion: Socratic Questioning, Debate, Persuasive Writing and Speaking

Elementary-aged students will spend a significant portion of their time in the Grammar and Logic phases of learning, which is reflected by the teaching methods and curriculum choices for the elementary levels.

Character Education

Our mission statement outlines our commitment to two pillars: academic excellence and strong character development. As a student progresses through elementary and secondary education, the character development programs will teach the elements of good character, social

and communication proficiencies, and provide experiential learning opportunities related to community service, civic engagement, patriotism, leadership, and professionalism to assist students in becoming positive and contributing citizens in their communities. In order to establish an excellent institution and a loving, positive atmosphere, we believe we must build a foundation of virtuous character traits in our students and ourselves. We will firmly plant these ideals into our institution through school-wide character, civic and patriotic education programs. All staff, parents and students will work together to build our school on the principles of Expectations, Effort, Enthusiasm, Encouragement and Excellence. The CHAMPS program (Safe & Effective Schools by Randy Sprick) will also be implemented to support student self-management and positive school culture development.

The uniform (dress) code will be reflective of the dignity and importance of school, and will provide equality in the school hallways and a sense of the importance of school which will help students focus on their responsibilities to become excellent students and virtuous individuals.

Civic and Patriotic education is a highly important aspect of our program. Students will engage in lessons and activities including Constitution Day, Veterans Day, Memorial Day, and curriculum will focus on the American Ideals of Liberty, Equality, Democracy, Respect for the Rule of Law, and Patriotism.

Junior High Program

In Junior High we add the following to our School-wide mission statement in order to provide an emphasis on student autonomy and the importance of preparing for their impending high school career. Mission Statement: *Assist students in their efforts to become student scholars by providing an academically rigorous liberal arts program that prepares them for advanced study at the high school level and beyond.*

Utilizing a program rooted in classical education principles, students will be exposed to a language-rich curriculum built for a maturing mind. Our academic program will emphasize learning through language (writing, speaking, and reading) rather than pictures, videos or screens.

All Utah Core Standards will be taught and assessed through our coordinated curriculum and assessment programs. Our coordinated curriculum outlining grade level teaching requirements will be housed in a shared database to facilitate and ensure teacher understanding of the teaching requirements of the Utah Core Standards as well as opportunities for effective collaboration by our professional learning communities (PLCs). Utah Core Standards will be assessed using formative and summative assessments developed by our teaching teams, in-program assessments from programs we utilize, as well as state mandated assessments.

Jr. High Courses and Curriculum

Math

We will utilize the Saxon math sequence^{19,20} which emphasizes incremental skill development using a spiraling practice model to ensure that students master the material and retain it over long periods of time. New material is introduced and students are given an opportunity to practice the new content as well as review previous content in each lesson. The curriculum alignment to the Utah Core Standards demonstrates that lessons will need to be added to the curriculum map (180-day plan) to ensure Utah Core Standards are met.

ELA

We will follow the English curriculum outlined in the Core Knowledge Scope and Sequence, which includes literature, expository writing, grammar, vocabulary, and spelling and aligns to Utah Core Standards. Our English classes will utilize the Wordly Wise Vocabulary program, Digging Into Diagramming program, and various Core Knowledge literary selections. Formal logic instruction will be provided in our English classes. Students will take one English course in 7th grade and 1.5 English courses in 8th grade. The curriculum alignment will ensure Utah Core Standards are met using these programs.

Science

The 7th and 8th grade science curriculum is designed to meet the SeeD standards. Junior High Science courses will contain strong logic and rhetoric components including an emphasis on questioning and critical thinking. Students will often be asked to not only provide an answer, but also to demonstrate understanding of the question, supporting their conclusions with the knowledge they've gained in previous stages of learning. Writing is a critical part of this stage of learning and all of our Junior High courses will have strong writing components including Science.

History

History coursework in 7th and 8th grade will be a combined course of Utah Studies and U.S. History. All Utah Core Standards for both U.S. History I and Utah Studies will be met in the curriculum. Students will view historical events through a lens of a problem/solution/effect paradigm, and will utilize primary sources to aid them in their interpretation and explanation of those historical events. This course will have an emphasis on reading, effective writing, and analytical skills.

Latin

All Jr. High students will study Latin²¹ for the full year in both grades. Latin instruction will focus on the foundations of the Latin language as well as Roman history, culture, and mythology. The class will provide an understanding of Latin's structure and basic components, strengthening students' comprehension of the English language. The textbook for this course will be Jenney's Latin. Students learn about Rome's founding, societal practices, and its cultural

¹⁹ [Bolser & Gilman: Saxon Math, Southeast Fountain Elementary School: Effective or Ineffective?](#)

²⁰ [Edvantia: Saxon Elementary Math Program Effectiveness Study](#)

²¹ [Bracke Bradshaw: The impact of learning Latin on school pupils: a review of existing data](#)

impact on modern society.

Character Education

We are committed to helping students become exceptional citizens as well as great scholars. Thus, every student at American Principles Academy will be a participant in the Character Development Program. Leadership and character development is the second pillar of our education program. This program will be an integral part of the daily curriculum and supports our two-fold mission, which is to champion rigorous academic achievement and strong character development. A designated period will be a Leadership class for all Jr. High students where the character development/civic education/patriotic education curriculum is presented.

The character development curriculum will be built upon seven areas of focus: social graces, professional behavior, self-management skills, peer leadership experience, community service, civic awareness, and arts/cultural appreciation. These seven focuses will be presented and reinforced through a combination of hands-on, high-energy workshops, service projects, leadership experiences, field trips, and culminating activities. Students and staff will be trained to exemplify the skills taught in each area of focus in their daily interactions and to recognize that the application of those skills leads to both interpersonal and academic success.

Jr. High Teaching Methodology (Pedagogy)

The trivium model of learning will be a key part of our pedagogical approach, with a focus on continual engagement in the learning process through 3 phases: supplying the mind with facts (grammar), providing logical tools to organize facts (logic), and equipping students to express conclusions based on application of the logic (rhetoric).

The types of teaching instruction for each phase apply in Jr. High as well:

Grammar Phase: Clear and Constrained Learning Objectives, Direct Instruction, Choral Responses, Repetition to mastery, Teacher Clarity, Concise Language, Compact Definitions

Logic Phase: If/Then Statements by teacher evolving to If/Then Queries of students (generalizing knowledge, making inferences), Identifying Cause and Effect using evidence, Why questions, Evidence requests, Identifying patterns and exceptions, Connecting evidence-based knowledge, Connecting domains of knowledge

Rhetoric Phase:

Objective: Defend knowledge and conclusion using logic and persuasion:
Socratic Questioning, Debate, Persuasive Writing and Speaking

Junior High students spend more time in the logic phase than elementary students, and the grammar phase pedagogy in Jr. High will utilize direct instruction with a focus on student participation and 100% engagement. Logic phase pedagogy will be the primary instructional methods for Jr. High, with Socratic methods applied in the Logic and Rhetoric phases as appropriate.

High School Program

In High School, we add the following to our school-wide mission statement in order to provide an emphasis on these students to their impending college and post-secondary career. High School Mission Statement: *High School provides an academically rigorous liberal arts education that prepares students for advanced study at the university level, thereby developing conscientious, confident citizens who think clearly, are effective proponents of those thoughts and are actively involved in the building and governing of society.*

The trivium model of learning will be a key part of our pedagogical approach with a focus on continual engagement in the learning process through 3 phases: Supplying the mind with facts (*grammar*), providing logical tools to organize facts (*logic*), and equipping students to express conclusions and defend them based on application of the logic (*rhetoric*). High School courses will utilize direct instruction for grammar-phase learning with a focus on student participation and 100% engagement. Socratic methods including the usage of questioning, inquiry, and dialogue will be applied in the logic and rhetoric phases as appropriate. This process results in students who are proficient at critical thinking.

Our systematic approach to coursework will result in a sequence that ensures students are accessing the necessary curriculum as well as mastering it before moving on in their studies. The curriculum for each class will be organized by a “180-day plan²²” similar to the one referenced here, and each course will have established learning objectives and “accountability elements.”

Subjects of Instruction

Utah State Standards will be met or exceeded through our curriculum.

Math

We will utilize the Saxon math sequence which emphasizes incremental skill development using a spiraling practice model to ensure that students master the material and retain it over long periods of time. In this program, new material is introduced and students are given an opportunity to practice the new content as well as review previous content in each lesson.

In High School, students will have access to courses ranging from Secondary Math I up through Calculus in obtaining their required 3.0 credits of math.

English

We will provide an academically rigorous 9th-12th grade English curriculum. We will follow the English curriculum outlined in the Core Knowledge Scope and Sequence, which includes literature, expository writing, grammar, vocabulary, and spelling. Our English courses will utilize the Wordly Wise Vocabulary program, Digging Into Diagramming program, and

²²  4th Grade 180 Day Plan (2021-2022).xlsx

various Core Knowledge and classical literary selections. In addition, formal logic instruction will be provided in our English classes using The Discovery of Deduction program.

Students will take 2.0 credits (two full year courses) of English in 9th grade and 1.0 credit (1 full year course) English in each year following - 10th through 12th grade.

Social Studies

Social studies coursework in 9th -12th will follow Utah State Standards and continue to provide students with instruction emphasizing critical reading, effective writing, and primary document analysis. Students that complete the American Principles high school program will receive the following credits that meet or exceed Utah's graduation requirements: Geography (1.0 credit), World History (1.0 credit), U.S History (1.0 credit), and U.S Government (0.5 credit)

Latin

High School students will continue to take Latin, taking a minimum of 1.0 credit in grades 9-12.

Science

High School science coursework will include multiple options for students to earn the required 2.0 lab-based science credits and 1.0 non-lab based credit. Course options in science will include Biology, Chemistry, Physics, and Earth & Space Science.

Character Education²³

We are committed to helping students become exceptional citizens as well as great scholars. Thus, every student at American Principles Academy will be a participant in the Character Development Program. This program will be an integral part of the daily curriculum. 4th period will be a Leadership class for all Jr. High and High School students where the Ambassador curriculum is presented. It is built upon seven areas of focus: social graces, professional behavior, self-management skills, peer leadership experience, community service, civic awareness, and arts/cultural appreciation. These seven focuses will be presented and reinforced through a combination of hands-on, high-energy workshops, service projects, leadership experiences, field trips, and culminating activities. Students and staff will be trained to exemplify the skills taught in each area of focus in their daily interactions and to recognize that the application of those skills leads to academic success.

Leadership and character development is the second pillar of our education program.

Tests and quizzes will be standardized and student achievement scores will be analyzed in monthly PLCs where the faculty will discuss demonstrated best practices, and mentor one another.

²³ [APA Ambassadors](#)

We do not have a precise school calendar for the 2024-2025 school year, but we have created an example calendar for the 2023-2024 school year for purposes of illustrating our calendar intentions. You can find the example calendar at this [link](#). We intend to align with ICSD breaks as best as possible.

4. MARKET ANALYSIS

It is very apparent to us that there is a need for educational alternatives in Cedar City, where we plan to establish American Principles Academy. Currently there are no charter schools in all of Iron County with available seats, and there are no classical education charter schools in existence within Iron County. Some of our board members and founding families have recently moved to Cedar City and struggled with the lack of school choice. We believe that it is this lack of choice in the county that has led to possibly the largest homeschool community in Utah according to our research of homeschool groups on Facebook²⁴.

Iron County School District attempted to pass a bond in 2018 to raise \$92,000,000 to, in part, build an additional Elementary School. The bond failed and the County has been left with a significant challenge with regard to overcrowded school facilities. From 2006 to 2018 (a 12 year span), when the bond was proposed, Iron County had seen a 1,000 student increase in student population²⁵. From 2016 – 2019 (a 3 year span), Iron County School District saw a growth of 522 students²⁶. In 2021, Iron County School District passed a \$69.5 Million bond, but allocated \$0 to additional elementary classrooms²⁷.

The Iron County general population growth rate has been at 4% for the past 4 years²⁸, 24% between 2010 and 2020²⁹, and the U.S. Census Bureau ranks Cedar City as the 4th in the country's micropolitan category in population growth³⁰.

American Principles Academy will meet the needs for elementary classroom space in the community by providing a K-12 charter school in Cedar City. As previously mentioned, the only other elementary charter school has been at full capacity for the past few years and a classical school model such as American Principles Academy does not exist in the County. We are confident that our charter school will be well received by the residents and the school district and will fill an important, and urgent, need for additional elementary classroom space and education options in Cedar City.

American Principles Academy will serve all students whose parents apply and who are then enrolled based upon the applications. We anticipate that many of the parents who apply will be seeking a classical education or leveled learning format for their child that includes a strong character and civic education component, and we will provide such a school. Parents will seek

²⁴ <https://www.facebook.com/groups/259227570819100>

²⁵ [Iron County SD 2018 Bond](#)

²⁶ [USBE Reports](#)

²⁷ [ICSD 2021 Bond Argument](#)

²⁸ [Iron County Population 2021](#)

²⁹ [ICSD School Improvement Bond Argument](#)

³⁰ [Cedar City Growth Article](#)

our school over another school who are looking for an education option that aligns with our school mission and vision.

Our enrollment projections are realistic as evidenced by the urgent need for additional elementary school classrooms in Iron County, as well as by attendance at community information meetings and the pre-enrollment commitment survey which indicated that 57 families were willing to become Founding Family members to volunteer significant time to establish the school, representing 130 students. The survey was not an “interest” survey, but a commitment survey that required respondents to volunteer 100 hours of volunteer time to establish the school, and the survey was primarily disseminated through word-of-mouth. The survey was completed in April 2022 and more families have indicated support since that time.

Community Support

As part of our endeavor to demonstrate community support, we solicited letters of support from community members, including public officials, Iron County School District, and citizens. The letters demonstrate the desire of Cedar residents to have a classical charter school option in their community. The letters can be found [here](#). Most notable is the Iron County School District letter and the individual letters from the School District board members. Iron County School District has been very supportive of our charter school and has voted unanimously to support our application. In their letter of support, they state, “Please know that the Iron County School District Board of Education is supportive of the American Principles Academy application and we look forward to an open and collaborative relationship with them upon their successful authorization”. One board member wrote in their individual letter of support, “Having another option or even just the extra support for parents outside of public and homeschooling would be amazing. Our county and children would benefit greatly from the opportunity to be a part of a charter school like American Principles Academy”. Another Iron County School District board member wrote in his letter, “I have given serious consideration to the prospect of having American Principles Academy open a charter school here in Cedar City to provide yet another educational option to the families in Iron County. I strongly support this prospect”.

A survey has been distributed to Cedar City and Enoch residents to determine the perceived desire for a classical education charter school. The survey was disseminated via an email list of potential families that we have been growing since 2021, as well as via social media and direct mail. You can see the survey responses [here](#).

As an interesting note, part of Iron County School District’s strategic plan includes having “creation/collaboration spaces available at all schools”.³¹ This has been difficult with the school crowding. By freeing up space at district schools with the creation of our charter, it is possible we could help them achieve their goal by lowering the strain on their district schools’ capacity which would provide a benefit to the community. In fact, in a letter of support from an Iron County School District member, she states, “Our current public school system is being overrun by the increase of students and the funding is not there to provide more facilities at this time. A charter would help our community in this capacity”.

³¹ [Iron County SD Strategic Plan](#), p. 11

Marketing

If this application is approved, American Principles Academy will publicize and market to a broad cross-section of families and prospective students through the following channels:

- Word of mouth
- Presence at community events
- Facebook and Google advertisements
- Flyers at Cedar City stores and government buildings, including library
- Neighborhood meetings
- 2-3 billboards in Cedar City (if needed)
- Community meetings with support organizations

We will market to diverse populations by meeting with and informing community support organizations of opportunities to enroll in our school. Support organizations include public entities such as the public library and public health department. Private non-profit organizations also will be contacted such as the Iron County Care and Share food bank and Cedar City Housing Authority.

5. GOVERNANCE

The entity that will hold the charter and be responsible during the development of the school is named Cedar Charter Holders. It is a Utah non-profit entity that will establish non-profit status with the IRS after receipt of its charter. The entity is made up of a governing board of six individuals, listed in the [Charter School Information](#) section of the application. In past application cycles, the SCSB has expressed concern with the lack of expertise on our board. We have replaced 2 members of the board with very highly credentialed and highly motivated individuals. Namely, Blaine Hofeling is an esteemed attorney in Cedar City that has worked as the Iron County School District's attorney for 20 years. Stephanie Hill is a multi-generational Cedar City resident that is currently serving on the Iron County School District school board, and has an extensive background in education throughout both Utah and Nevada. With these additions, as well as the other members, who are all well-respected residents of Iron County, we believe our board is extremely strong.

Within 30 days of authorization, each board member has committed to complete a background check, as required by 53G-5-302. The same six individuals intend to govern the school throughout the startup phase and through its first initial few years of operation, to ensure that the vision of this application is executed with fidelity. However, after charter authorization, the board intends to add a member experienced with real estate development to aid them in the facilities development of the school. After entering into a charter agreement, the charter school will be organized and managed under Title 16, Chapter 6a, Utah Revised Nonprofit Corporation Act.

Current board members, their current employment, and relevant experience or qualifications for serving on the board are listed in the table below.

Name	Current Employment	Relevant Experience or Qualifications
Stephanie Hill	Iron County School District Board Member	25-year veteran educator
Matt Howard	Construction Monitor	Operations and business manager for mid-sized software company. Liaison coordinating charter school services with adolescent residential treatment centers.
Kami Merrill	Staheli West	Physical education teacher 3.5 years. Serves on the board of a local citizens committee and co-founded Iron County Moms and Daughters for America. Mother of 5 children.
Casey Anderson	State of Utah	Vocational Rehabilitation Counselor
Kelly Hofeling	None	Elementary Education degree, served on a non profit board for 6 years in various positions, current homeschool educator
Blaine Hofeling	Attorney	President and general counsel of the HOPE Group, Inc., which owns a group of residential and out-patient treatment centers for teenagers and young adults who suffer from complex early childhood trauma and attachment related issues. Within that organization we operate a fully Cognia accredited K7-12 private school within a Not-for Profit entity.

The number of board members required per our approved Bylaws is 5-9. The Bylaws were written to comply with the IRS recommendation and Utah Code that non-profit boards have at least 3 members³². Board members will be appointed by majority vote of the board. Applications for board vacancies will be solicited from the parents of students at the school and influential individuals in the community. As allowed in Utah Code, there will be no term limits for board positions³³. We intend to hold monthly meetings. After receiving a charter, Cedar Charter Holders will abide by Utah's Open & Public Meetings Act.

6. STAFFING

As stated in our proposal, we intend to partner with American Preparatory Schools (APS) for the day-to-day management of American Principles Academy. APS will provide the

³² https://le.utah.gov/xcode/Title16/Chapter6A/C16-6a-P8_1800010118000101.pdf

³³ https://le.utah.gov/xcode/Title16/Chapter6A/C16-6a-P8_1800010118000101.pdf

following functions for the school, either with their own employees or by hiring and supervising school employees:

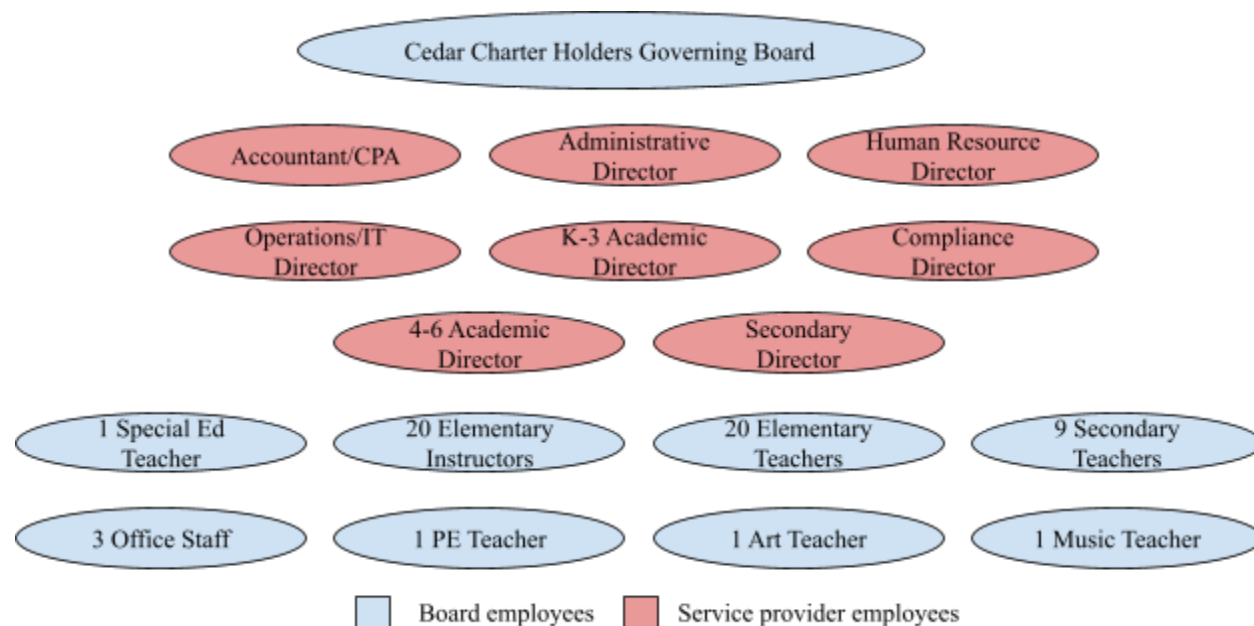
- Human Resources
- Accounting
- Compliance
- Academic Administration
- Operations/IT

Although we understand that there are nuances in charter school management that are best understood and navigated by experienced service providers, we also understand that delegation of the day-to-day management of these functions, or any function, is a subset of our governance responsibility. Our board is committed to complete fidelity to our charter, mission, and vision and compliance with all relevant laws and rules that apply to our school, and we understand it is our duty as a board to oversee the services at the school, whether delivered by direct hires or by a service provider. It will be vital that our employees and service provider aligns with our mission and vision, so this characteristic will be key when hiring leaders and entering into a management contract. As the governing board, we will ensure compliance of our service providers with all federal and state laws, rules and regulations. We will do this in five distinct ways:

1. We will require monthly reports, including compliance reports, from our management service providers. We will develop key performance metrics to monitor the performance of the management service providers, and also to monitor compliance of our service providers with state and federal laws, rules and regulations.
2. We will maintain board membership that understands all aspects of academic compliance, fiscal compliance, policy compliance, special education compliance, and all other compliance necessary for a school to operate in compliance.
3. As part of any contracts with service providers, we will require the service providers to indemnify and hold harmless both Cedar Charter Holders and the Iron County School District from any claims asserted against them that arise as a result of the operation of the charter school.
4. Cedar Charter Holders will maintain insurance, including Directors and Officers insurance to shield the school from any malfeasance or wrong-doing that may be perpetrated by any service providers
5. Our board will engage with third-party monitoring to act as a second check against any service providers. Specifically, we will hire annual fiscal auditors as required by statute. We also may hire additional monitors for fiscal policy compliance and special education compliance. We are aware of some third-party monitoring services (such as Aegis in Utah) that can accomplish this objective for us.

The following is our vision for staffing at the school, demonstrated by an organization chart. These positions may change based upon actual enrollments, and in fact Years 1-3 we anticipate having fewer employees based on our enrollment projection of 300 students for Years 1-3. Specifically, we plan to only have 10 total teachers and will not have a dedicated PE, Art, or

Music teacher for those years. But we wanted to show our general plan for the long-term structure of the school, including the participation of the management company in the structure:



This plan for organization of our employees follows similar models at other managed classical schools, such as Utah Charter Academies (another charter school managed by APS). The benefit to having multiple services provided under a single management company is the single point of accountability of the management. In other words, instead of Cedar Charter Holders managing five top-line managers (Accounting, Compliance, Operations, HR, and Academic), Cedar Charter Holders will be able to focus on overseeing these responsibilities through a single point of contact at the management company (APS). Our board will expect to see monthly reports from each of these areas and will establish criteria for monthly reporting on key elements to know that our charter, mission, and vision is being implemented with fidelity and within the laws and rules of the State of Utah.

The main responsibilities of the key administrators will be as follows:

Administrative Director

- Oversee school/family relations
- Ensure positive employee interaction and smooth daily operation of non-academic school functions
- Oversee student and employee discipline

Elementary and Jr High Directors

- Hire and mentor teachers
- Manage and control curriculum and the alignment of state standards to instruction
- Ensure the academic success of every student

Accountant/CPA

- Establish and implement fiscal policies and procedures
- Maintain current financial records
- Prepare monthly board financial reports
- Manage the selection and completion of annual independent audit
- Ensure compliance with laws and rules governing public accounting

Operations/IT

- Ensure smooth daily operation of school functions
- Manage any transportation vehicles and staff (if needed)
- Manage construction and maintenance projects
- Oversee procurement, maintenance and inventory of technology assets

Human Resource

- Hiring and firing of employees
- Payroll and benefits management
- Employee safety
- Teacher licensure management

Compliance

- Establish school policies and procedures
- Ensure compliance with State and Federal laws and rules
- Assist Accountant/CPA with fiscal compliance and reporting

One advantage that we will have when hiring teachers is the fact that Southern Utah University is in Cedar City. Graduates from this University that wish to stay in Cedar City have very limited options for entry into a career within their field. Southern Utah University's Teaching degree won 4th place for the "Most Affordable Teaching Degree"³⁴. We will be able to recruit many quality teachers from their program.

Our plan for paraprofessionals revolves around the fact that a portion of our target market will be homeschool families. We anticipate that at least 10% of our enrollment will come from current homeschool families (as evidenced by participation in our pre-enrollment survey). We hope that these wonderful parents that have many years experience of teaching their children at home will want to join our staff as paraprofessionals.

The Academic Administrator positions for the Elementary and Secondary schools will be the employees that we will scrutinize the most. To fulfill our mission statement, our students must be academically successful. The job of our Academic Administrators will be to ensure the academic success of our students. This must be done by closely monitoring our teaching staff and implementing our academic program. Our leveled learning model will require very close monitoring of student progress as well. As our students progress at different rates, they will need to be frequently assessed to be placed in the right instructional groups. We will require monthly reports from our academic administrators that prove that our students are academically successful. This position will require a love for observing teachers and students, respect for data required to track student progress, and an attention to detail to closely monitor student progress.

³⁴ <https://www.bestvalueschools.org/cheapest-teaching-degree/>

All employees at our school will undergo a criminal background check to comply with 53G-5-408. Any employment of relatives will follow 53G-5-409.

7. BUSINESS & OPERATIONS PLAN

A. Budget

Our budget for the first three years of operation can be found at this link: [American Principles Academy 3-year budget](#). A struggle for new schools is initial capital for building renovations, textbooks, teaching supplies, technology supplies, other curriculum, and printing and binding costs, all which must be purchased well before the start of the first fiscal year. Some of these costs are mitigated by the Charter School Startup and Implementation Grant, and some can be mitigated by loans (either through the Charter School Revolving Loan account, or through private loans). As presented in our budget, we plan to absorb all of our first year costs through the Charter School Startup and Implementation Grant and our regular operating budget. Our budget shows net incomes of over \$356,000 for our first year of operation, and over \$400,000 for years 2 and 3. This represents a surplus of 12% of total revenues the first year, and 15% the second year and 13% the third year. This surplus will be distributed to our cash reserves to build up a days cash on hand of 90 days (our target), which will fund our closure plan in the event of a school closure, or help us secure long-term financing for a permanent facility that can accommodate our enrollment maximum.

Key financial assumptions in our budget include a teacher and paraprofessional in every classroom, as described in our model. Included are 3 Secondary teachers and 7 elementary teachers for Years 1-3. We also have a budget for substitute teachers, a school nurse, a Special Ed employee, 2 secretaries, an operations employee, and 2 food services employees. Their salary estimates were informed by other classical charter school budgets and historical data. The assumptions made on expenses were also informed by other classical charter school budgets. The inflation in both revenues and expenses were informed by historical data on State revenue increases and historical inflation rates with regard to salaries, benefits, and expenses. Of course, no one knows what inflation will exist in 2-3 years but we have done our best to conservatively estimate. Other key financial assumptions are with regard to our facilities. We anticipate paying \$14.40/sqft/year on a lease, which is exactly what we have negotiated to pay to the owner of the anticipated facility. The renovations budget we believe is also sufficient - \$100,000 to retrofit the lease facility to accommodate our program. The building is a new construction facility that will be built to accommodate our needs.

In the event the school experiences cash flow challenges, a budget shortfall, lower than expected student enrollment, or other financial challenges in the early years of operation, there are a few contingencies that we can enact. First, a more significant cost of our program entails having paraprofessionals in every classroom. In the event we have to cut back on expenses, we will be able to eliminate paraprofessional positions. In the event that we have an enrollment shortfall, we may be able to eliminate entire classes, including teachers and paraprofessionals that were hired for those classrooms. Another significant cost in our budget is administrative

costs. We anticipate that these will mostly be paid to an Educational Management Company (ESP/EMO).

The school's breakeven enrollment count is detailed on the budget spreadsheet and is 194 students. We made this representation by showing a reduction of 9 kindergarten students, 50 1st-6th students, and 47 Secondary students. With a reduction in enrollment and therefore revenues, our budget details the strategy to overcome such a shortfall, including a reduction in personnel and related costs of benefits, a reduction in supplies needed for fewer students and classrooms, and a reduction in a management fee. We make the assumption that the management company will charge a per-student fee, as outlined in the draft management contract found in [Appendix F](#) of this application. Thus a reduction in enrollment will lead to a proportional reduction in fees.

B. Finances

The school's finances will be managed by the Educational Management Company. The Educational Management Company will be responsible for developing or providing financial policies and procedures for the financial operations of the school. The Educational Management Company will provide the business management services, including the assignment of a Business Manager to oversee the finances of the school. This business manager will be required to report monthly to the Governing Board on the financial status of the school, including the regular reports required by Utah law and rule. These reports would at least include annual budgets, monthly budget to actual reports, as well as year-over-year comparisons and balance sheets. The Educational Management Company will also be required to provide information for the independent third-party annual audit that will be conducted each year.

Insurance will be procured at a level satisfactory to the governing board and that aligns with insurance held by other charter schools. Such insurance will indemnify the school, its board, staff and teachers against tort claims. It is in our own best interest to ensure that our insurance policies reduce as much risk to our organization as possible so we will seek guidance on this from our Educational Management Company as well as other charter schools and insurance professionals.

C. Facilities

Starting a charter school in a rural city is tricky. Real estate options are not unlimited, like they may be in a large county. Building a new facility for Year 1 is not responsible as you would need to find a developer that would be willing to take that risk on a new school, pay excessive developer fees, and very high interest or lease payments. Developers that we have talked to would also require personal guarantees from board members.

We believe that the most responsible plan for our school facility is a 2-step approach:

- Step 1: Begin operating in a leased facility (with a reduced student count).
- Step 2: Begin construction on a new facility after Year 1 of operations, if the school is fully enrolled with a waitlist.

Although we are confident that we can fill a school with 1,089 students, we have decided that it would be more prudent to lease a school that can accommodate fewer students and first testing a pilot school in a smaller facility. To this end, we have been searching Cedar City for years now for a facility that could be retrofitted as a school for Years 1-3 (Year 1 for proof of concept, Years 2 and 3 for planning and construction of the new facility). In a rural area such as Iron County, these types of facilities are few and far between. A great option became available this summer and we have been in discussions with the landlord. The landlord has assured us that this facility will not still be available in 2025, which is why we seek the waiver request to start school Fall of 2024. Details about the property can be found at this [link](#), and is represented as “Building 3” on the plans.

This facility is an 18,000 square feet new construction facility that would be built to accommodate 1 class per grade in K-9, plus small breakout rooms, and offices for administration. The bathroom and parking needs are already sufficient to operate a school of this size. To furnish this facility, we would want a minimum of 3 months of time before school starts. Our best cost estimates to furnish this type of facility to a point that would be operational for a school is \$50,000, which is reflected in our budget for Year 1, along with a precise description of anticipated lease rates, which have already been negotiated with the owner³⁵.

The fact is that we have a great option for a leased school facility for Fall of 2024, but if our application was approved for Fall of 2025, we are unaware of a facility that would be available at that time.

D. Pre-Opening Plan

The key tasks to be completed between approval of the application and the opening of the school include tasks in the following areas:

1. Apply for 501(c)3 status with the IRS
2. Open a bank account
3. Facilities
 - a. Sign the facility lease for years 1-3
 - b. Develop plans for minimal tenant improvements
 - c. Publish a Request for Proposal for the construction of such improvements
 - d. Secure furnishings for the school
4. Educational Management
 - a. Finalize and execute the contract with the Educational Management Organization (APS)
5. Recruitment
 - a. Advertise for enrollment and enroll new students
6. Staffing
 - a. Recruit teachers, paraprofessionals, and all other staff. Job postings, hiring fairs (attend SUU hiring fair), recruit from parent population
7. Governance

³⁵  [LOI_MHS_380Airport_T_8-4-23.pdf](#)

- a. Hold monthly meetings to review school-opening progress
- b. Select contractor and Educational Management Organization from RFP
- c. Work with EMO on selecting administrators

E. Closure Plan

Of course we do not anticipate having to close our school; however, in the event that our school is forced to close, we will close according to the requirements detailed in 53G-5-503. The following represents our closing plan.

1. IDENTIFICATION OF MISSED TARGETS

Each year American Principles Academy will set annual targets for enrollment and student achievement. These targets will be reviewed with the Board to ensure that American Principles Academy is on target with enrollment goals. Annual academic targets will be reviewed annually. In addition, the Board will review the schools' financial targets during their regular meetings to ensure the school is fiscally fit and properly managed.

In the unlikely event that it becomes necessary for American Principles Academy to close, whether self- directed or at the request of the Utah State Board of Education, the school will ensure that students, families and Utah State assets are protected throughout the closure process. The dissolution of a charter school in Utah is regulated and defined by 1) the school's Articles of Incorporation, 2) Utah Statute governing Charter School Closures 53A-1a-510.5 and 53A-1a- 517, 3) Utah Statute governing non-profit corporations 16-6a-1402 through 16-6a-1405, 4) IRS Regulation 1.501(c)(3)-1(b)(4), and 5) the Charter School Agreement between American Principles Academy and the Utah State Board of Education. The plan below describes the chronological steps to school closure that will ensure the protection of state assets. Specific descriptions of the Use of Experts and of Student and Family Transitions are covered in the paragraphs that follow.

a. Decision to Close

The resolution by the American Principles Academy Governing Board to close shall be done in an open public meeting, which has been properly noticed in accordance with Utah Open Meetings laws. The resolution will include the basis for closure and a summary description of a closure plan. Every voting member must be entitled to vote on the proposal to close and will have his or her respective comments included in the minutes of the meeting.

b. Assignment of Trustee

The American Principles Academy School Board shall assign a Trustee who will ensure all applicable laws are followed during the closing process. The Trustee may be an individual or an organization. The Trustee will engage the services of Experts and Professionals to assist in the school closure that shall include at a minimum legal, financial and educational counsel. Specific jobs of Professionals are outlined in the Use of Experts in item D. Depending upon the financial state of the school at closing, it is anticipated that the School Board will allocate at least \$25,000 from school reserves to cover the costs of the professional services of the Trustee and contracted Experts.

c. Closure Plan to Chartering Entity

A Detailed Closure plan shall be delivered to the Utah State Charter School Board as soon as practicable, but no more than 30 days from the public meeting at which the closure was approved by the American Principles Academy School Board. The plan shall include at a minimum (a) a custodian for the protection of student files and school business records, (b) a base office to be used during the closing, (c) the office address, contact information and hours of operation, (d) insurance that covers the school through the closing process, (e) plans for a complete financial audit, (f) an inventory of all assets of the charter school, including buildings, (g) a list of all creditors of the school and specifically identify secured creditors and assets that are security interests, and (h) specific plans to protect all school assets against theft, misappropriation, and deterioration.

d. Notice of Decision

As soon as practicable after the decision is made to close, notification of the decision, in writing, shall be provided by the school to the Utah State Charter School Board, Utah State Board of Education, parents of students, creditors and the Iron County School District. The notice will include the proposed date of closure, the school's plans to help students identify and transition into a new school, and contact information for the school during the transition.

e. Articles of Dissolution

As required for a non-profit corporation in Utah, upon the decision to close the American Principles Academy, the Board will prepare and file with the State of Utah Articles of Dissolution. In addition to other state requirements, the Articles will include the specific number of votes cast for the proposal to dissolve and the name of each member who voted. Such Articles shall be filed no more than 30 days from the date of the open meeting where the closure vote was taken.

f. Disposition of Assets

Under the Direction of the American Principles Academy School Board, the assigned Trustee shall ensure all assets of the school are disposed of in accordance with Utah Non-profit law, Charter School law, the Charter School Contract and any IRS code regulating the disposition of Assets related to a 501(c) (3) organization. Disposition of Assets are to be done in the following order:

- (i) Cash and other Liquid Assets shall be used to satisfy school liabilities.
- (ii) Other Assets which have been pledged to guarantee a liability shall be transferred to the control of the lien holder.
- (iii) Remaining assets, if any, after the satisfaction of all school liabilities shall be distributed in accordance with UCA 53A-1a-517 and number 7 below.

All liabilities and obligations of American Principles Academy at closing shall be paid and discharged or adequate provisions shall be made to discharge the liabilities and obligations to the extent possible.

g. Distribution of Net Assets

Remaining assets, if any, shall be returned to the Utah State Charter School Board. With the authorization of the Utah State Charter School Board, the Trustee may liquidate assets at fair market value or assign the assets to another public school. Any such assets not so disposed of will be disposed of by the 5th District Court. (See UCA 53A-1a-517).

h. Winding Up and Budget

It is anticipated that an orderly school closure could take as long as one calendar year. Once all assets have been properly disposed of in accordance with state law, all records have been transferred or secured and all families have made an appropriate transition to another school, the Trustee will complete a final closure report. The report will be delivered both to the chair of American Principles Academy School Board and the Utah State Charter School Board. Upon delivery of the final report, the non-profit organization and Board shall be considered dissolved.

American Principles Academy will work to ensure it builds appropriate reserves and operates with at least a 3% safety margin. It is anticipated that in the unlikely event the school closes, it would have at least 90 days cash on hand plus the 3% of gross revenues operating margin to cover closure costs.

2. STUDENT AND FAMILY TRANSITION

Under the direction of the Trustee and Legal Support Team, the Education Support Team will oversee the smooth transition of students and families to new schools. The chronological list below describes the critical pieces of the Student and Family Transition plan:

a. Appropriate Notice -

Each family will be given notice of the school closure as soon as practicable after the closure decision has been made. Ideally, notice will be given by March 1st of the last year of operations to provide ample time for families to prepare for a transition between schools. The notice will include instructions, contact information and a scheduled interview with a member from the Education Support Team.

b. Interviews -

The Education Support Team, which may be comprised of the School Director, counselor, and one teacher, will begin to conduct interviews with each family shortly after written notice has been given. This will be a time for fact-finding and private counseling to determine the needs of each family. Families that don't attend the interviews will receive personal phone calls, or visits as required.

c. Networking and Transition Plans -

The Education Support Team will begin working with local districts, charter schools and private schools to determine the best fit for families transferring out of American Principles Academy. Attention will be given to students with special needs. The support team will compile a list of options that fit best for each student and begin communicating them to families. With the help of counselors, the Educational Support Team will help families select the best option for their children.

d. Transferring Students and Records -

The Education Support Team will then begin the long process of ensuring the accuracy of each student's records and send them to the new school. Academic, personal, IEP and health records will receive special care. Along with student records, the new schools will receive suggestions on how they might help students transition from an Expeditionary Learning school style of learning to that of the new school. The team will

ensure privacy, professionalism and accuracy as they handle the delicate task of placing students into new programs.

3. EMPLOYEE TRANSITION

In the event of the closure of the charter school, employees will be notified in a timely manner regarding the school closure and will receive assistance and support for finding alternate employment.

4. RECORDS

In the event of school closure, hard copies of students' attendance and academic records will be kept in secured filing cabinets in the administrative space operated by the American Principles Academy. Financial records relating to the operation of the school as well as employment records and inventory of assets will also be archived. Electronic records will be maintained in a password protected electronic computer file. Access to and protection of archived records will be maintained by the School Director or administrative staff who is trained in federal and state guidelines for record storage and protection (following Utah Code 53A-1a-517).

5. REPORTS

In the event of school closure, the School Director will be responsible to ensure that all required reporting continues accurately and timely throughout the closing period. The School Director may engage the use of Experts in fulfilling this obligation.

Use of Experts. The school will contract at a minimum with the Experts and Professionals listed below to ensure a smooth, legal and timely school closure process. Expert roles and anticipated costs are also included.

a. Trustee

Budget \$10,000

The Trustee may be an individual or an organization. The Trustee will manage the entire closing process under the direction of the American Principles Academy School Board. The Trustee will be the point of contact for all school stakeholders. The Trustee will be responsible to hire all legal, financial and educational support necessary to ensure the safe keeping of state assets and the needed transition help for families. The Trustee will set the hours of operations for the base office, oversee the work of contracted experts and report to the American Principles Academy School Board Chair regularly throughout the closing process.

b. Educational Support

Budget \$7,000

The Educational Support Team will maintain an accurate record of student enrollment and ensure the safekeeping of student records. This team will be in charge of student transitions to a new school as described in the Student and Family Transition paragraph below. They will provide individual student/family counseling as needed, facilitation of records transfers and effective communication with local school districts. This Team will also support school staff in their transition to new employment.

c. Financial Support

Budget \$6,000

The Financial Team will keep an accurate account of the school's financial status during closing, oversee the final audit, ensure the appropriate disposition of assets, archive financial and employment records, satisfy the school's liabilities, close out grants/programs and provide general oversight on all financial matters. This Team will work closely with legal counsel.

d. Legal Support

Budget \$2,000

American Principles Academy will contract with a reputable attorney who will review all documents and provide legal opinions related the school's closure. Legal Counsel will be responsible to advise the Trustee and support teams on all obligations of the school closing as outlined in 1) the school's Articles of Incorporation, 2) Utah Statute governing Charter School Closures 53A-1a-510.5 and 53A-1a-517, 3) Utah Statute governing non-profit corporations 16-6a-1402 through 16-6a-1405, 4) IRS Regulation 1.501(c)(3)-1(b)(4), and 5) the Charter School Agreement between American Principles Academy and the Utah State Board of Education.

6. FINANCIAL RESERVES

A financial audit will be conducted within five business days of the decision to close. An inventory of all school assets will be made. Any assets with written conditions for appropriation will be dealt with according to the written agreements. All other assets will be returned to the chartering agency to be reallocated to other public education providers or to be liquidated at fair market value at the discretion of the chartering agency. Any contracts or service agreements not necessary for the transition to closure will be terminated. Following the transition period, a final financial audit will be conducted and all necessary records and documentation will be submitted to the state through American Principles Academy.

8. CONTRACTS

The Board has not entered into any contractual relationship for services at time of this application. There is a Memorandum of Understanding in place between American Principles Academy and American Preparatory Schools (APS) that outlines that when the school is authorized, a contract for services will be executed. A draft contract is included in this application in [Exhibit F](#).

The Board intends to have a contractual relationship with an Educational Management Company (EMO). The Board's decision to enter into a contractual relationship with an EMO stems from the Board's evaluation of other successful charter schools and the desire to benefit from the best practices learned by others. The Board also has determined there is a significant benefit from the services of an EMO with relation to business office activities, where the expertise of a seasoned organization which has successfully navigated public financial and compliance requirements can be applied at our school on day one.

The Board understands that it will remain the fiduciary for all public funds, and the responsible party for all compliance requirements related to public education regardless of entering into a Service Agreement with an EMO or not, and any relationship with an EMO does not reduce the Board's fiduciary or compliance responsibility in any way.

APPENDIX A: BACKGROUND INFORMATION SHEETS

On following pages

Background Information Sheet

Name: Blaine T. Hofeling

Role with application: Legal Counsel/Advisor

Expertise: Legal

Select the statements that are applicable and, if applicable, proceed as directed:

- ☐ I intend to become an employee of the school. Provide your role and the timeline for your transition from the governing board to this role.
- ☒ I am related to another person or persons identified as a founding member, governing board member, or administrator (relative means father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law). *Describe all relationships.* I AM FATHER OF KELLY HOFELING, ANOTHER BOARD MEMBER

Statement of Intent: It is my intent to offer my skills to support a great group of highly capable individuals to infuse additional educational opportunities into Iron County and to assist the Board in ensuring an excellent and ever improving educational environment for the children who attend the school and for all children of Iron County.

Not-for-Profit History: I have an extensive background both in creating and representing Not-for Profit (501(c)(3)) entities. I also currently operate a couple of Not-for Profit entities as part of a larger organization that I created and operate.

Employment History: I am the founder and current president and general counsel of the HOPE Group, Inc., which owns a group of residential and out-patient treatment centers for teenagers and young adults who suffer from complex early childhood trauma and attachment related issues. Within that organization we operate a fully Cognia accredited K7-12 private school within a Not-for Profit entity. Prior to that time I practiced law for twenty years including serving as counsel to the Iron County School District for a large number of those years.

Education History: I received both an undergraduate degree (1989) and a Juris Doctor degree (1992) from the University of Utah.

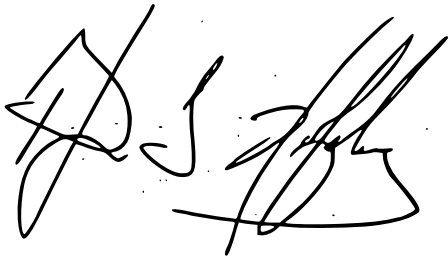
Assurance of Background Check: Charter school governing board members and key administrators must complete a background check within 30 days of authorization, as required by 53G-5-302. A background check requires fingerprinting consistent with Board Rule and State

law. The check will reveal all arrests and convictions for offenses above minor traffic offenses that occurred in any state that are on the applicant's record after 18 years of age. The applicant is responsible for the cost of the background check. With the signature below the applicant is assuring compliance.

WITH THE SIGNATURE BELOW, PERMISSION IS HEREBY GRANTED TO SCSB STAFF TO VERIFY ANY INFORMATION PROVIDED ABOVE.

I AFFIRM THAT THE INFORMATION PRESENTED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Applicant's signature

A handwritten signature in black ink, appearing to be "J. S. [unclear]", written in a cursive style.

Background Information Sheet

Name: Stephanie Hill

Role with application: Iron County School District liaison. Veteran teacher.

Expertise: Education

Select the statements that are applicable and, if applicable, proceed as directed:

- ☐ I intend to become an employee of the school. Provide your role and the timeline for your transition from the governing board to this role.
- ☐ I am related to another person or persons identified as a founding member, governing board member, or administrator (relative means father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law). *Describe all relationships.*

Statement of Intent: I currently serve as an elected school board member in Iron County, Utah. I am a 25-year veteran educator of the secondary classroom, teaching most of those years at the nationally-ranked Advanced Technologies Academy in Clark County. In addition to this, I was a Fulbright grantee, having taught middle school in rural Coahuila, MX, also teaching private university in the same area at El tecnológico de Monterrey. Prior to being elected to the school board in November 2022, I substitute taught as an aide in Iron County across all levels. I support the vision of a classically-oriented charter school and the need for this kind of program within our community.

Not-for-Profit History: I was involved with FEAT (Families for Effective Autism Treatment) in Nevada, along with Grant a Gift as my son is affected with autism. For over ten years I assisted these two organizations as we collectively advocated at the state legislature for the rights of people with neurodevelopmental disabilities. While not a not-for-profit organization, I was appointed to the UDDC by Gov. Herbert in 2020 to continue this work as a parent professional.

Employment History: *Pine View HS*, Washington, UT, 1993—AP English Literature, Creative Writing, American Literature. *Boulder City HS*, Boulder City, NV, 1993-1994—English 10 H, Spanish I. *Advanced Technologies Academy*, Las Vegas, NV, 1994-2018—English 10 H, English 10, English 9 H, English 9, Spanish I-III H, AP Spanish Language, Spanish for Spanish Speakers II H and III H. *Secundaria Técnica #13*, La Concha, Coahuila, MX, 2002-2003, Fulbright Grantee—English, grades 6-8. *El Tecnológico de Monterrey*, Torreon, MX, 2003—English, intermediate college level. *Iron County School District*, Cedar City, UT, 2021-2022—substitute

classroom aide. *Iron County School District*, Cedar City, UT, 2022-ongoing—School Board Member.

Education History: B.A. English, SUU, Cedar City, UT, 1993. M.A. Spanish, UCSB, Santa Barbara, CA, 1999. Educational Leadership Endorsement, SUU, Cedar City, UT, 2005.

Assurance of Background Check: Charter school governing board members and key administrators must complete a background check within 30 days of authorization, as required by 53G-5-302. A background check requires fingerprinting consistent with Board Rule and State law. The check will reveal all arrests and convictions for offenses above minor traffic offenses that occurred in any state that are on the applicant's record after 18 years of age. The applicant is responsible for the cost of the background check. With the signature below the applicant is assuring compliance.

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I AFFIRM THAT THE INFORMATION PRESENTED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Applicant's signature

A handwritten signature in black ink, reading "Stephanie Hill". The signature is written in a cursive, flowing style. The first name "Stephanie" is written in a larger, more prominent script, and the last name "Hill" is written in a slightly smaller, more compact script. The signature is positioned on a line that appears to be part of a form.

Background Information Sheet

Name: Kami Merrill

Role with application: Secretary. Researcher. Writer. Editor.

Expertise: Community Organizer

Select the statements that are applicable and, if applicable, proceed as directed:

- ☐ I intend to become an employee of the school. Provide your role and the timeline for your transition from the governing board to this role.
- ☐ I am related to another person or persons identified as a founding member, governing board member, or administrator (relative means father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law). *Describe all relationships.*

Statement of Intent: I am a mother of five children ranging in age from 16 down to 5. Over the years my children have attended two different private schools, been homeschooled, and are now attending public school. We have seen which curriculums and programs inspire learning and growth, along with those that don't. There is no one size fits all in education. What works for one family/child, may not work for the next. My goal is to provide a highly successful classical education option to the families of Iron County. I commit to this application as it has been written.

Not-for-Profit History: I am on the board of the Iron Dixie Committee of Rights. I help organize many community events such as local election debates, educational meetings on local issues, meetings with elected officials, emergency preparedness seminars, as well as fun, unifying community events such as dances and potlucks. I am also involved in a local Moms For America chapter, which is a study group for mothers learning the constitution and principles of liberty. I assist in our local Liberty Camp for youth, and have partnered in running Liberty Club for Boys.

Employment History: I am currently employed at Staheli West as the Customer Success Manager as well as a Parts Specialist. We are an innovative agricultural company manufacturing an implement that simulates natural dew. I have experience working with customers all over the western United States, helping to ensure their success in their agricultural operations. I have previously been employed by Washington County School District teaching P.E. as well as substitute teaching.

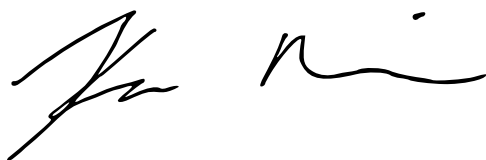
Education History: I attended Dixie College, but started my family before finishing my schooling there. I am however a dedicated life long self educator and enjoy studying many different topics.

Assurance of Background Check: Charter school governing board members and key administrators must complete a background check within 30 days of authorization, as required by 53G-5-302. A background check requires fingerprinting consistent with Board Rule and State law. The check will reveal all arrests and convictions for offenses above minor traffic offenses that occurred in any state that are on the applicant's record after 18 years of age. The applicant is responsible for the cost of the background check. With the signature below the applicant is assuring compliance.

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I AFFIRM THAT THE INFORMATION PRESENTED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Applicant's signature

A handwritten signature in black ink, appearing to be 'J. Ni' or similar, written in a cursive style.

Background Information Sheet

Name: Kelly Hofeling

Role with application: Vice Chair of the Board. Researcher. Writer. Editor.

Expertise: Elementary education.

Select the statements that are applicable and, if applicable, proceed as directed:

- ☐ I intend to become an employee of the school. Provide your role and the timeline for your transition from the governing board to this role.
- ☒ I am related to another person or persons identified as a founding member, governing board member, or administrator (relative means father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law). *Describe all relationships.* I am Blaine Hofeling's daughter.

Statement of Intent: I am a mother to three children ages 7, 4, and 18 months. My children are homeschooled because of my lack of faith in the traditional public school setting. I am hoping to help bring an alternative place of education to Cedar City that can help children grow intellectually as well as emotionally in a safe environment. I commit to this application as it has been written.

Not-for-Profit History: I have been a member of a nonprofit organization in Cedar City that is aimed towards helping mothers and families in Iron County. I have served on the board for five of the seven years I have been associated with them. I have helped run fundraising events, social gatherings, and run the administration side of the group.

Employment History: I have successfully managed my home for the last seven years. I have also worked in our local schools as an aide in several grades.

Education History: Southern Utah University 2010-2014 Bachelors of Science Elementary Education; Specialization Early Childhood Education.

Assurance of Background Check: Charter school governing board members and key administrators must complete a background check within 30 days of authorization, as required by 53G-5-302. A background check requires fingerprinting consistent with Board Rule and State law. The check will reveal all arrests and convictions for offenses above minor traffic offenses that occurred in any state that are on the applicant's record after 18 years of age. The applicant is

responsible for the cost of the background check. With the signature below the applicant is assuring compliance.

WITH THE SIGNATURE BELOW, PERMISSION IS HEREBY GRANTED TO SCSB STAFF TO VERIFY ANY INFORMATION PROVIDED ABOVE.

I AFFIRM THAT THE INFORMATION PRESENTED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Applicant's signature

A handwritten signature in black ink, appearing to read "Kelly Heflin". The signature is written in a cursive style with a large initial "K" and a stylized "H".

Background Information Sheet

Name: Matt Howard

Role with application: Treasurer. Researcher. Writer. Editor.

Expertise: Operations and Business Management. Budgets, Accounting, and Finance.

Select the statements that are applicable and, if applicable, proceed as directed:

- ☐ I intend to become an employee of the school. Provide your role and the timeline for your transition from the governing board to this role.
- ☐ I am related to another person or persons identified as a founding member, governing board member, or administrator (relative means father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law). *Describe all relationships.*

Statement of Intent: I intend to serve on the board as treasurer and commit to organizing and preparing the financial records to highest standards. I commit to this application as it has been written.

Not-for-Profit History: As the education specialist at The Anasazi Foundation I was responsible for the oversight of all education materials at the foundation and the liaison between the accredited charter school that awarded out students school credit for their work done in the program.

Employment History: While working as the Program Director at Arivaca Boys Ranch I oversaw the academic program and coordinated with the charter schools where our students were enrolled remotely. I've been an instructor for Utah State University Extension and currently serve as Operations Director for a mid-sized software company with a variety of responsibilities in finance, operations, and human resources.

Education History: Bachelor of Arts, Linguistics - Brigham Young University
Master of Business Administration, University of Arizona

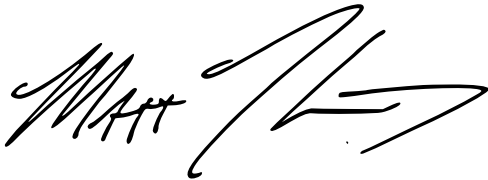
Assurance of Background Check: Charter school governing board members and key administrators must complete a background check within 30 days of authorization, as required by 53G-5-302. A background check requires fingerprinting consistent with Board Rule and State law. The check will reveal all arrests and convictions for offenses above minor traffic offenses

that occurred in any state that are on the applicant's record after 18 years of age. The applicant is responsible for the cost of the background check. With the signature below the applicant is assuring compliance.

WITH THE SIGNATURE BELOW, PERMISSION IS HEREBY GRANTED TO SCSB STAFF TO VERIFY ANY INFORMATION PROVIDED ABOVE.

I AFFIRM THAT THE INFORMATION PRESENTED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Applicant's signature

A handwritten signature in black ink. The first part of the signature is clearly legible as "Matt". The second part is a stylized, cursive flourish that appears to be a surname, possibly "J. [unclear]" or "J. [unclear]".

Background Information Sheet

Name: Casey Anderson

Role with application: Chairman of the Board. Researcher. Writer. Editor.

Expertise: Social work. Community development.

Select the statements that are applicable and, if applicable, proceed as directed:

- ☐ I intend to become an employee of the school. Provide your role and the timeline for your transition from the governing board to this role.
- ☐ I am related to another person or persons identified as a founding member, governing board member, or administrator (relative means father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law). *Describe all relationships.*

Statement of Intent: Having been a Vocational Rehabilitation Counselor for 9 years, I have worked directly with children who have disabilities and the local education agencies responsible for their education. I hope to bring this direct experience to this board of directors in order to best serve all of the children of the school to ensure that each child receives a quality education. I commit to this application as it has been written.

Not-for-Profit History: I am currently serving on a 501(c)3 organization that supports our local town, where we live. I have served on boards for the Iron County Frontier Homestead State Park and the Cedar City Chamber of Commerce. I have also served in elected capacities on the local level.

Employment History: I work as a Vocational Rehabilitation Counselor with the State of Utah. I have been in this position for 9 years. Previous to that I worked as a Social Service Worker for the Paiute Indian Tribe of Utah and Kolob Regional Care and Rehabilitation - a long term skilled nursing facility.

Education History: Bachelor of Psychology - SUU 2007; Masters of Science - SUU (2009); Masters of Rehabilitation Counseling - USU (2016)

Assurance of Background Check: Charter school governing board members and key administrators must complete a background check within 30 days of authorization, as required by 53G-5-302. A background check requires fingerprinting consistent with Board Rule and State

law. The check will reveal all arrests and convictions for offenses above minor traffic offenses that occurred in any state that are on the applicant's record after 18 years of age. The applicant is responsible for the cost of the background check. With the signature below the applicant is assuring compliance.

WITH THE SIGNATURE BELOW, PERMISSION IS HEREBY GRANTED TO SCSB STAFF TO VERIFY ANY INFORMATION PROVIDED ABOVE.

I AFFIRM THAT THE INFORMATION PRESENTED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Applicant's signature

A handwritten signature in black ink that reads "Casey O. Anderson". The signature is written in a cursive style with a large, stylized 'C' at the beginning and a long, sweeping underline.

APPENDIX B: ARTICLES OF INCORPORATION

On following pages

Non-Profit Corporation Articles

ARTICLES OF INCORPORATION OF

Cedar Charter Holders

We, the undersigned natural persons all being of the age of eighteen years or more, acting as incorporators under the Utah Revised Nonprofit Corporation Act, adopt the following Articles of Incorporation for such Corporation:

Article I

Name

The name of the corporation is Cedar Charter Holders

Article II

Purpose

To hold a charter contract with the state charter school board in order to build and operate a charter school in or around Cedar City.

To engage in any and all other lawful purposes, activities and pursuits, which are substantially similar to the foregoing and which are or may hereafter be authorized by Section 501(c)(3) of the Internal Revenue Code and are consistent with those powers described in the Utah Nonprofit Corporation and Cooperation Association Act, as amended and supplemented.

Article III

Name and Address of Registered Agent

The address of the corporation's initial registered office shall be:

4355 Sagebrush Drive Enoch, UT 84721

The corporation's initial registered agent at such address shall be:

Karen Thelin

File Number: 12872570

State of Utah

American Principles Academy

Department of Commerce

Division of Corporations & Commercial Code

This certifies that this registration has been filed and approved on 26, May 2022 in the office of the Division and hereby issues this Certification thereof.

Leigh Veillette Division Director

Article IV

Names and Addresses of Incorporators

The name(s) and address(es) of the incorporators are:

Incorporator #1

Karen Thelin

4355 Sagebrush Drive Enoch, UT 84721 Karen Thelin Signature

In Witness Whereof I / We have executed these Articles of Incorporation on 26 May 2022 and say:

That they are all incorporators herein; that they have read the above and foregoing Articles of Incorporation; know the contents thereof and that the same is true to the best of their knowledge and belief, excepting as to matters herein alleged upon information and belief and as to those matters they believe to be true.

Article V Members

The nonprofit corporation will have voting members

Article VI Shares

The nonprofit corporation will not issue shares evidencing membership or interests in water or other property rights.

Article VII

Directors/Trustees/Officers

The name(s), address(es) and signature(s) of the director(s)/trustee(s)/officer(s) are:

Director #1

American Principles Academy

Karen Thelin

Director #2

Scott Herrick

Director #3

Matt Howard

Director #4

Kami Merrill

2321 W Cove View Drive Cedar City, UT 84720 Signature

Director #5

Kelly Hofeling

Director #6

Casey Anderson

Article VIII

The period of duration of this corporation is Perpetual

Article IX

Principal Place of Business The street address of the principal place of the business is:

4355 Sagebrush Drive

Enoch, UT, 84721

Article X (Amended - added June 22nd, 2022)


Neither the charter school authorizer nor the state, including an agency of the state, is liable for the debts or financial obligations of the charter school or persons or entities that operate the charter school. The board intends to apply for 501(c)(3) status with the IRS and take on debt on behalf of the corporation.

Under GRAMA {63-2-201}, all registration information maintained by the Division is classified as public record. For confidentiality purposes, the business entity physical

address may be provided rather than the residential or private address of any individual affiliated with the entity.

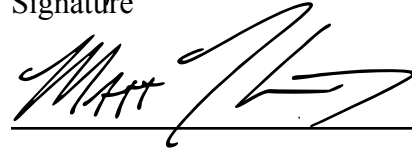
These Articles of Incorporation were revised by the original board of directors on this 22nd day of June, 2022.

Name/Title



Signature

Name/Title



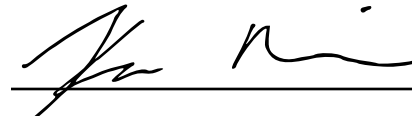
Signature

Name/Title



Signature

Name/Title



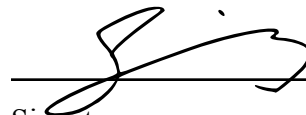
Signature

Name/Title



Signature

Name/Title



Signature

APPENDIX C: GOVERNING BOARD BYLAWS

On following pages

Bylaws

Of

Cedar Charter Holders

A Utah Non-Profit Corporation

ARTICLE I

OFFICES

- Section 1.1 Business Offices
- Section 1.2 Registered Office

ARTICLE II

MEMBERS

- Section 2.1 No Members

ARTICLE III

BOARD OF DIRECTORS

- Section 3.1 General Powers
- Section 3.2 Number, Election, Tenure and Qualifications
- Section 3.3 Vacancies
- Section 3.4 Authority and Duties of Directors
- Section 3.5 Regular Meetings
- Section 3.6 Special Meetings
- Section 3.7 Notice
- Section 3.8 Quorum and Voting
- Section 3.9 Compensation
- Section 3.10 Committees

ARTICLE IV

OFFICERS AND AGENTS

- Section 4.1 Number and Qualifications
- Section 4.2 Election and Term of Office
- Section 4.3 Compensation
- Section 4.4 Removal
- Section 4.5 Vacancies
- Section 4.6 Authority and Duties of Chair
- Section 4.7 Surety Bonds

ARTICLE V

STANDARDS OF CONDUCT FOR OFFICERS AND DIRECTORS

ARTICLE VI

DIRECTORS' CONFLICTING INTEREST TRANSACTIONS

- Section 6.1 Conflicting Interest Transactions
- Section 6.2 Prohibition Against Loans to Directors or Officers
- Section 6.3 Voidability of Conflicting Interest Transactions
- Section 6.4 Approval of Conflicting Interest Transactions
- Section 6.5 Party Related to Director

ARTICLE VII

INDEMNIFICATION

- Section 7.1 Indemnification
- Section 7.2 Limitation

ARTICLE VIII

LIMITATION ON LIABILITY

- Section 8.1 Limitation on Liability

ARTICLE VIII

MISCELLANEOUS

- Section 9.1 Books and Records
- Section 9.2 Fiscal Year
- Section 9.3 Conveyances and Encumbrances
- Section 9.4 Designated Contributions
- Section 9.5 Amendments
- Section 9.6 Severability

Bylaws
Of
Cedar Charter Holders

ARTICLE I

OFFICES

Section 1.1 Business Offices. The principal office of Cedar Charter Holders is currently at 4355 Sagebrush Dr., Enoch, UT, 84721. The Corporation may have such other offices within Utah, as the governing Board of Directors may designate or as the affairs of the Corporation may require from time to time.

Section 1.2 Registered Office. The registered office of the Corporation required by the Utah Revised Nonprofit Corporation Act (“Act”) may, but need not, be the same as the Corporation’s principal business office in Utah. The initial registered office is the office of record referenced above, but is subject to change from time to time by the governing Board of Directors (sometimes referred to herein as, the “Board of Directors”), by the officers of the Corporation, or as otherwise provided by the Act.

ARTICLE II

MEMBERS

Section 2.1 No Members. The Corporation shall have no members. The membership provisions of these bylaws may be altered from time to time in accordance with the Act, the Corporation’s Articles of Incorporation, and these bylaws, to provide for the classification, qualifications, privileges and appointment of members as may be determined by the governing Board of Directors.

ARTICLE III

BOARD OF DIRECTORS

Section 3.1 General Powers. The business and affairs of the Corporation shall be managed by its governing Board of Directors, except as otherwise provided in the Act, the Articles of Incorporation, or these bylaws.

Section 3.2 Number, Election, Tenure and Qualifications.

- (a) The number of directors of the Corporation may be a maximum of ~~seven~~ ~~(7)~~ ~~nine~~ (9) voting members, but shall not be less than ~~three~~ ~~(3)~~ ~~five~~ (5).
- (b) Each director shall serve until their resignation, removal or earlier death.
- (c) Any director may be removed at any time upon majority vote of the Board of Directors.

Section 3.3 Vacancies. Any director may resign at any time by giving written notice to the Chair of the Board of Directors, or to the Secretary of the Corporation. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

The Board of Directors may or may not elect to fill Board of Directors vacancies above the minimum number of three (3) directors. If the Board of Directors elects to fill Board of Directors vacancies, they will solicit applications from persons willing to fill a Board of Directors vacancy. The Board of Directors will set timelines for such solicitation and review of applications. Upon consideration of applications, the Board of Directors may appoint additional directors. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors though that number of directors may constitute less than a quorum. The Board of Directors shall elect a Chair and a Vice-Chair from the board membership and may appoint a Secretary, however the Secretary need not be a voting member of the Board of Directors.

One director shall be a parent elected by the parent population of the school. This shall be the case as long as it is required by Utah State statute.

Section 3.4 Authority and Duties of Directors. The directors of the Corporation shall have the authority and shall exercise the powers and perform the duties specified below and as may be additionally specified by the Chair of the Board of Directors, the Board of Directors or these bylaws, except that in any event each officer shall exercise such powers and perform such duties as may be required by law.

- (a) *Chair of the Board of Directors.* The Chair of the Board of Directors is the Chief Administrative Officer and shall (i) preside, when present, at all meetings of the Board of Directors; (ii) see that all orders and resolutions of the Board of Directors are carried into effect; and (iii) perform all other duties incident to the office of Chair of the Board of Directors and as from time to time may be assigned to the Chair of the Board of Directors.
- (b) *Vice Chair.* The Vice Chair of the Board of Directors shall (i) in the absence of the Chair of the Board of Directors, preside at all meetings of the Board of Directors; (ii) perform all other duties incident to the office of Vice

Chair as from time to time may be assigned to the Vice Chair by the Board of Directors.

Section 3.5 Regular Meetings. Prior to the start-up phase of operation, defined as that period of time commencing with the formation of the Board of Directors until the granting of a charter, meetings may be called at any time and place by the Chair of the Board of Directors.

During the start-up phase of operation, defined as that period of time commencing with the granting of a charter until the first day of school, regular meetings of the Board of Directors shall be held at such times and places as may be determined by the Chair of the Board of Directors.

After commencement of the first day of school, regular meetings of the Board of Directors will be held **monthly** ~~at least quarterly~~, or **at least as often** as required by Utah law, as scheduled by the Chair of the Board of Directors.

Section 3.6 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the Chair of the Board of Directors or a majority of the directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place as the place for holding any special meeting of the Board of Directors called by them.

Section 3.7 Notice. Prior to the start-up phase of operation, notice of each meeting of the Board of Directors stating the place, day and time of the meeting shall be given to each director by written notice by personal delivery, first-class mail, or email. There shall be no public notice of meetings prior to the start-up phase of operation.

During the start-up phase of operation, notice of each meeting of the Board of Directors stating the place, day and time of the meeting shall be given to each director by written notice by personal delivery, first-class mail, or email at least two (2) days prior thereto (and the method need not be the same as to each director). Notice of each meeting shall be publicly made by posting the place, day and time of the meeting twenty-four hours in advance at the school. Additional public notice shall also be made if required by Utah law.

Section 3.8 Quorum and Voting. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors; but if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice. No director may vote or act by proxy at any meeting of directors.

Section 3.9 Electronic Meeting Participation. Members of the Board of Directors may participate electronically at meetings. The Chair of the Board may call a virtual meeting where no physical location for such meeting is provided, if allowed by Utah law. Venues for an electronic meeting may be via email communication, video conference (such as Zoom or Google Meet), or phone call. When members of the Board of Directors participate electronically, votes may be cast both audibly, visually using “thumbs up” or “thumbs down”, or via text such as a text message or message sent through a chat board.

Section 3.10 Compensation. The Board of Directors may adopt and amend Board compensation schedules, including but not limited to necessary expenses.

Directors as such shall not receive compensation for their services.

Section 3.11 Committees. The Board of Directors may appoint from its members chairpersons who will organize, direct and supervise volunteers comprising committees whose purpose is to advance the work of the Corporation. Numbers and types of committees shall be determined by the Board of Directors.

ARTICLE IV

OFFICERS AND AGENTS

Section 4.1 Number and Qualifications. The Board of Directors may elect to conduct the business of the Corporation by hiring officers or by contracting with an education management corporation which will provide services that will oversee the business of the Corporation, including the duties of the Corporate officers.

Section 4.2 Term of Office. If the Corporation elects to hire officers, the officers of the Corporation shall serve at the pleasure of the Board of Directors.

Section 4.3 Compensation. If the Corporation elects to hire officers, the compensation of the officers, shall be as fixed from time to time by the Board of Directors. However, during any period in which the Corporation is a private foundation as described in section 509 (a) of the Internal Revenue Code, no payment of compensation (or payment or reimbursement of expenses) shall be made in any manner so as to result in the imposition of any liability under section 4941 of the Internal Revenue Code.

Section 4.4 Removal. Any officer appointed by the Board of Directors may be removed by the Board of Directors at any time with or without cause, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Section 4.5 Vacancies. Any officer may resign at any time, subject to any rights or obligations under any existing contracts between the officer and the Corporation, by giving written notice to the Chair or Secretary of the Board of Directors. An officer's resignation shall take effect at the time specified in such notice, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.6 Authority and Duties of Officers. The officers of the Corporation shall have the authority and shall exercise the powers and perform the duties specified by the Chair of the Board of Directors, the Board of Directors or these bylaws, except that in any event each officer shall exercise such powers and perform such duties as may be required by law.

(a) *School Director.* School Director shall, subject to the supervision of the Chair of the Board of Directors and the Board of Directors, (i) have general responsibility for all day-to-day operations of the Corporation; (ii) propose, prepare and present to the Board of Directors specific programs and activities that will further the Corporation's purposes; (iii) direct and supervise the implementation of the programs and activities approved by the Board of Directors and see that all orders and resolutions of the Board of Directors are carried into effect; and (iv) perform all other duties incident to the office of School Director and as from time to time may be assigned to the School Director by the Board of Directors.

(b) *Assistant School Director/Business Manager/Secretary/Treasurer.* The Assistant School Director/Business Manager shall (i) perform all duties incident to the office of Assistant School Director/Business Manager as from time to time may be assigned to the Assistant School Director/Business Manager by the Board of Directors or the School Director (ii) as Treasurer, if required by the Board of Directors, shall give a bond to the faithful discharge of his duties in such sum and with each surety or sureties as the Board of Directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the Corporation, receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit such all monies in the name of the Corporation in such banks, trust companies or other depositories as shall be selected by the Board of Directors; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned him by the Board of Directors, and (iii) as Secretary, shall: keep the minutes of the meetings of the Board of Directors and any committees of the Board of Directors; see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; be custodian of the corporate records and of the seal of the Corporation; and in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the Chair of the Board of Directors, the School Director, or the Board of Directors. Assistant Secretaries, if any, shall have the same duties and powers, subject to supervision by the Assistant School Director/Business Manager. In the absence of an appointed Secretary, the Chief Administrative Officer/President or other Board of Directors member may perform or assign the duties described above.

Section 4.7 Surety Bonds. The Board of Directors may require any officer or agent of the Corporation to execute to the Corporation a bond in such sums and with such sureties as shall be satisfactory to the Board of Directors, conditioned upon the faithful performance of such person's duties and for the restoration to the Corporation of all books, papers, vouchers, money and other property of whatever kind in such person's possession or under such person's control belonging to the Corporation.

ARTICLE V

STANDARDS OF CONDUCT FOR OFFICERS AND DIRECTORS

Each director and officer with discretionary authority shall discharge his or her duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the director or officer reasonably believes to be in the best interests of the corporation. In discharging duties, a director or officer is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by: (i) one (1) or more officers or employees of the corporation whom the director or officer reasonably believes to be reliable and competent in the matters presented; (ii) legal counsel, a public accountant, or another person as to matters the director or officer reasonably believes are within such person's professional or expert competence; or (iii) in the case of a director, a committee of the Board of Directors of which the director is not a member if the director reasonably believes the committee merits confidence.

A director or officer is not acting in good faith if he or she has knowledge concerning the matter in question that makes reliance otherwise permitted by the above unwarranted. A director or officer is not liable as such to the corporation for any action taken or omitted to be taken as a director or officer, as the case may be, if, in connection with such action or omission, the director or officer performed the duties of the position in compliance with this Article V.

ARTICLE VI

DIRECTORS' CONFLICTING INTEREST TRANSACTIONS

Section 6.1 Conflicting Interest Transactions. As used in this Article, "conflicting interest transaction" means: a contract, transaction, or other financial relationship between the Corporation and a director of the Corporation, or between the Corporation and a party related to a director, or between the Corporation and an entity in which a director of the Corporation is a director or officer or has a financial interest.

Section 6.2 Prohibition Against Loans to Directors or Officers. No loans shall be made by the Corporation to its directors or officers. Any director or officer who assents to or participates in the making of any such loan shall be liable to the Corporation for the amount of such loan until the repayment thereof.

Section 6.3 Voidability of Conflicting Interest Transactions. No conflicting interest transaction shall be void or voidable or be enjoined, set aside, or give rise to an award of damages or other sanctions in a proceeding by or in the right of the Corporation, solely because the conflicting interest transaction involves a director of the Corporation or a party related to a director or an entity in which a director of the Corporation is a director or officer or has a financial interest or solely because the director is present at or participates in the meeting of the Corporation's Board of Directors or of the committee of the Board of Directors that authorizes, approves, or ratifies the conflicting interest transaction or solely because the director's vote is counted for such purpose if: (a) the material facts as to the director's relationship or interest and as to the conflicting interest transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes, approves, or

ratifies the conflicting interest transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors are less than a quorum; or (b) the conflicting interest transaction is fair as to the Corporation.

Section 6.4 Approval of Conflicting Interest Transactions. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes, approves, or ratifies the conflicting interest transaction.

Section 6.5 Party Related to Director. For purposes of this Article VI, a “party related to a director” shall mean a spouse, a descendent, an ancestor, a sibling, the spouse or descendent of a sibling, an estate or trust in which the director or a party related to a director has a beneficial interest, or an entity in which a party related to a director is a director, officer, or has a financial interest.

ARTICLE VII

INDEMNIFICATION

Section 7.1 Indemnification. To the extent permitted or required by the act (as defined below) and any other applicable law, if any director or officer (as defined below) of the Corporation is made a party to or is involved in (for example as a witness) any proceeding (as defined below) because such person is or was a director or officer of the Corporation, the Corporation (i) shall indemnify such person from and against any judgments, penalties, fines (including but not limited to ERISA excise taxes), amounts paid in settlement and reasonable expenses (including but not limited to expenses of investigation and preparation, and fees and disbursements of counsel, accountants or other experts) incurred by such person in such proceeding, and (ii) shall advance to such person expenses incurred in such proceeding.

The Corporation may in its discretion (but is not obligated in any way) to indemnify and advance expenses to an employee or agent of the Corporation to the same extent as to a director or officer.

The foregoing provisions for indemnification and advancement of expenses are not exclusive, and the Corporation may at its discretion provide for indemnification or advancement of expenses in a resolution of its directors, in a contract or in its articles of incorporation.

Any repeal or modification of the foregoing provisions of this article for indemnification or advancement of expenses shall not affect adversely any right or protection stated in such provisions with respect to any act or omission occurring prior to the time of such repeal or modification. If any provision of this article or any part thereof shall be held to be prohibited by or invalid under applicable law, such provision or part thereof shall be deemed amended to accomplish the objectives of the provision or part thereof as originally written to the fullest extent permitted by law, and all other provisions or parts shall remain in full force and effect.

As used in this Article VII, the following terms have the following meanings:

(a) *Act.* The term “act” means the Utah Revised Nonprofit Corporation Act as it exists on the date this article is adopted, and as the Utah Revised Nonprofit Corporation Act may be thereafter amended from time to time. In the case of any amendment of the Utah Revised Nonprofit Corporation Act after the date of adoption of this article, when used with reference to an act or omission occurring prior to effectiveness of such amendment, the term “act” shall include such amendment only to the extent that the amendment permits a Corporation to provide broader indemnification rights than the Utah Revised Nonprofit Corporation Act permitted prior to the amendment.

(b) *Director or Officer.* The term “director” or “officer” means (i) a director or officer of the Corporation and (ii) while an individual is a director or officer of the Corporation, the individual’s serving at the Corporation’s request as a director, officer, partner, member, manager, trustee, employee, fiduciary, or agent of another domestic or foreign Corporation, nonprofit Corporation, or other person or of an employee benefit plan, and (iii) any other position (not with the Corporation itself) in which a director or officer of the Corporation is serving at the request of the Corporation and for which indemnification by the Corporation is permitted by the act.

(c) *Proceeding.* The term “proceeding” means any threatened, pending or completed action, suit, or proceeding whether civil, criminal, administrative or investigative, and whether formal or informal.

(d) *Code.* The term “Code” means the Internal Revenue Code of 1986, as amended from time to time.

Section 7.2 Limitation. Notwithstanding any other provision of this Article VII, during any period that the Corporation is a “private foundation” within the meaning of section 509 of the Code, or any corresponding provision of any future United States tax law, the Corporation shall not indemnify any person from or against or advance to any person the cost of, such expenses, judgments, fines, or amounts paid or necessarily incurred, nor shall the Corporation purchase or maintain such insurance, to the extent that any such indemnification, purchase, or maintenance would be determined to be an act of self-dealing within the meaning of section 4941 of the Code, to be a taxable expenditure within the meaning of section 4945 of the Code, or to be otherwise prohibited under the Code, unless and to the extent (i) a court orders such indemnification, or (ii) the purchase or maintenance of such insurance can be treated as reasonable compensation to such person.

ARTICLE VIII

LIMITATION ON LIABILITY

Section 8.1 Limitation on Liability. No director or officer of this Corporation shall be personally liable to the Corporation for civil claims arising from acts or omissions made in the performance of such person's duties as a director or officer, unless the acts or omissions are the result of such person's intentional misconduct.

ARTICLE VIII

MISCELLANEOUS

Section 9.1 Books and Records. The Corporation shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at its registered or principal office a record giving the names and addresses of the directors. All books and records of the Corporation may be inspected by any director or such director's authorized agent or attorney for any proper purpose at any reasonable time.

Section 9.2 Fiscal Year. The fiscal year of the Corporation shall be as established by the Board of Directors.

Section 9.3 Conveyances and Encumbrances. Property of the Corporation may be assigned, conveyed or encumbered by such officers of the Corporation as may be authorized to do so by the Board of Directors, and such authorized persons shall have power to execute and deliver any and all instruments of assignment, conveyance and encumbrance; however, the sale, exchange, lease or other disposition of all or substantially all of the property and assets of the Corporation shall be authorized only in the manner prescribed by applicable statute.

Section 9.4 Designated Contributions. The Corporation may accept any designated contribution, grant, bequest or devise consistent with its general charitable and tax-exempt purposes, as set forth in the Articles of Incorporation. As so limited, donor-designated contribution will be accepted for special funds, purposes or uses, and such designations will generally be honored, and will always be honored with regard to constraints made upon such donations received as grants and as proscribed by the grant contributor. The Corporation shall reserve all right, title and interest in and to and control of such contributions, as well as full discretion as to the ultimate expenditure or distribution thereof, in accordance with designated constraints. Further, the Corporation shall acquire and retain sufficient control over all donated funds (including designated contributions) to assure that such funds will be used to carry out the Corporation's tax-exempt purposes.

Section 9.5 Amendments. The Articles of Incorporation of the Corporation and these Bylaws may be amended, repealed, altered, or new Bylaws adopted in whole or in part at any time by the affirmative vote of a majority of the members of the Board of Directors in office at the time of the vote.

Section 9.6 Severability. The invalidity of any provision of these bylaws shall not affect the other provisions hereof, and in such event these bylaws shall be construed in all respects as if such invalid provision were omitted.

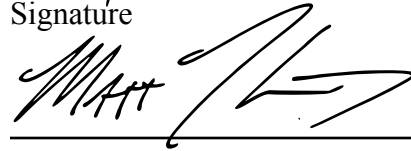
WHEREFORE, these Bylaws are adopted by the Initial Board of Directors this 22nd day of June, 2022.

Name/Title



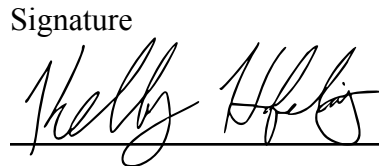
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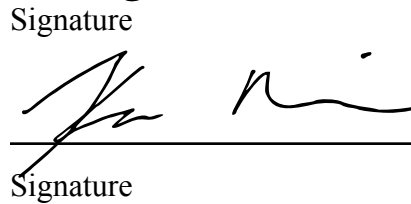
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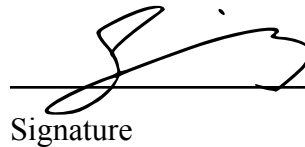
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Red text added and approved 6/28/22

Blue text added and approved 1/27/2023

**APPENDIX D: MINUTES FROM GOVERNING BOARD MEETINGS WHERE
APPLICATION WAS APPROVED**

On following pages

The Minutes - Draft
Regular Governing Board Meeting
Cedar Charter Holders

All meeting materials are available at links on the meeting [agenda](#).

August 18th, 2023

9:06 a.m.

Location: Go Green Enterprises (506 N 200 W, Cedar City, UT 84721) and electronically at meet.google.com/boc-hubi-wnk

Board Members participating in-person: Kelly Hofeling, Stephanie Hill, Kami Merrill, Casey Anderson

Board Members participate on the phone: Matt Howard, Blaine Hofeling

Board Members Absent: None

Staff Present: None

Guests Present: David Sharette, Carolyn Sharette

1 Welcome

1.1 Upon determining the presence of a quorum, Casey Anderson welcomed the board members that were present at 9:06 am.

2 Presentation and Comments

2.1 Public Comment - The chair invited public comment. None was given.

3 Consent Agenda

3.1 The minutes from the July 26th meeting were on the consent agenda. There were no further revisions to the minutes and the consent agenda was brought up for a vote.

3.1.1 Motion: To approve the consent agenda

3.1.2 Moved: Kelly

3.1.3 Second: Kami

3.1.4 Vote: Passed

3.1.5

	SH	MH	KM	KH	CA	BH
Aye	x	X	X	x	x	
Nay						
Abstain						x

4 Board Business

4.1 American Preparatory Schools Memorandum of Understanding

4.1.1 The board discussed the MOU with APS.

4.1.1.1 Motion: To approve the Memorandum Of Understanding with American Preparatory Schools

4.1.1.2 Moved: Matt

4.1.1.3 Second: Stephanie

4.1.1.4 Vote: Passed

	SH	MH	KM	KH	CA	BH

Aye	x	X	X	x	x	x
Nay						
Abstain						

4.2 Waiver Request

4.2.1 The board considered a waiver request for R277-552-3 - Charter School Authorization Process so that they can open the school Fall of 2024.

4.2.1.1 Motion: To approve the waiver request for R277-552-3 - Charter School Authorization Process and include it in our new charter school application

4.2.1.2 Moved: Kelly

4.2.1.3 Second: Kami

4.2.1.4 Vote: Passed

	SH	MH	KM	KH	CA	BH
Aye	x	X	X	x	x	x
Nay						
Abstain						

4.3 Startup and Implementation Grant

4.3.1 The Board reviewed the Startup and Implementation Grant for the new charter school application.

4.3.1.1 Motion: To approve the Startup and Implementation Grant Application

4.3.1.2 Moved: Stephanie

4.3.1.3 Second: Kelly

4.3.1.4 Vote: Passed

	SH	MH	KM	KH	CA	BH
Aye	x	X	X	x	x	x
Nay						
Abstain						

4.4 New Charter School Application

4.4.1 The board reviewed the New Charter School Application, which was requested from the SCSB to turn in by August 25th

4.4.1.1 Motion: To approve the new charter school application and authorize Kelly to send it to the SCSB for review

4.4.1.2 Moved: Kelly

4.4.1.3 Second: Stephanie

4.4.1.4 Vote: Passed

	SH	MH	KM	KH	CA	BH
Aye	x	X	X	x	x	x
Nay						
Abstain						

5 Agenda Items for Future Meetings

5.1 Next Board Meeting will be TBD

Adjournment at 9:38 a.m.

APPENDIX E: WAIVERS

We are requesting a waiver to R277-552-3. Charter School Authorization Process. We are seeking an expedited timeline in order to open the school Fall of 2024, due to a real estate opportunity that will expire if we go through the SCSB's typical timeline. As explained in the application, real estate opportunities in a rural community like Cedar City are very limited. We currently have an option on a facility that will accommodate our plans, but the option will not be available if we wait to open the school until 2025. Details on the facility can be found in the building plans³⁶ and the Letter of Intent³⁷ with the building owner.

³⁶ ■ CEDAR CITY 582023 ARCHITECTURAL FULL SUBMITTAL SET copy.pdf

³⁷ ■ LOI_MHS_380Airport_T_8-4-23.pdf

APPENDIX F: EXECUTED CONTRACTS

On following pages.

Cedar Charter Holders has executed the following Memorandum of Understanding with American Preparatory Schools, the proposed Educational Management Organization. The draft contract, also included in this section, will be further negotiated and finally executed after charter approval.



American Principles Academy

Memorandum of Understanding *between*

Cedar Charter Holders, a Utah non-profit corporation
and
American Preparatory Schools, Inc.

I. Purpose

The purpose of this Memorandum of Understanding (MOU) is to outline agreed-upon intentions and commitments of the parties, Cedar Charter Holders (CCH) and American Preparatory Schools (APS). This MOU is non-binding.

II. Agreements, Intentions and Commitments

- a. CCH intends to create a K-12 charter school in or near Cedar City, Utah.
- b. CCH has chosen the school model created by American Preparatory Schools (APS) as the school model it intends to create.
- c. CCH will apply for authorization from the Utah SCSB for a charter school.
- d. Upon authorization as a charter school, CCH will enter into a Service Agreement with APS which includes: Business services (including HR and finance), academic services, operations services, and compliance support services, as described throughout CCH's charter application.
- e. The Service Agreement will include provision by APS for the following administrative personnel or services:

i. Administrative Director (personnel)

- Oversee school/family relations
- Ensure positive employee interaction and smooth daily operation of school functions
- Oversee student and employee discipline

ii. Elementary and Jr High Directors (personnel)

- Hire and mentor teachers
- Manage and control curriculum and the alignment of state standards to instruction
- Ensure the academic success of every student

iii. Accountant/CPA (services)

- Establish and implement fiscal policies and procedures
- Maintain current financial records
- Prepare monthly board financial reports
- Manage the selection and completion of annual independent audit



American Principles Academy

- Ensure compliance with laws and rules governing public accounting

iv. Operations/IT (services)

- Ensure smooth daily operation of school functions
- Manage any transportation vehicles and staff (if needed)
- Manage construction and maintenance projects
- Oversee procurement, maintenance and inventory of technology assets

v. Human Resource (services)

- Hiring and firing of employees
- Payroll and benefits management
- Employee safety
- Teacher licensure management

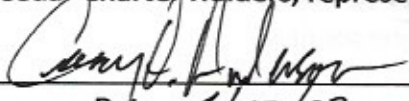
vi. Compliance (services)

- Establish school policies and procedures
- Ensure compliance with State and Federal laws and rules
- Assist Accountant/CPA with fiscal compliance and reporting

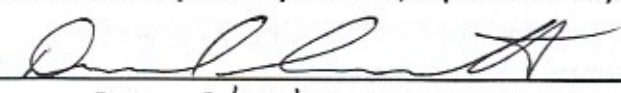
f. Performance expectations of the APS will be outlined in the Service Agreement and will include monthly monitoring and reporting of academic, instructional or assessment results, monthly monitoring and submission of financial reports, and meetings of the Audit Committee of the Board and the Business Officer, reviewing monthly financial reports, large expenditures and conducting regular sampling for compliance to internal controls.

Agreed by:

Cedar Charter Holders, represented by:


Date 8/18/23

American Preparatory Schools, represented by:


Date 8/18/23



Cover Letter

Cedar Charter Holders Governing Board,

It is our honor to provide you with the following proposal for management services of your school. It is our intention to provide the highest level of service in order to sustain a successful school on your behalf and on behalf of the families of Iron County. This proposal is intended to align with Utah State law in all aspects, and may be revised based advice from the State Charter School Board, Utah State Board of Education, or any other Utah state agency, by mutual agreement between American Preparatory Schools and Cedar Charter Holders.

Legal Company Name: American Preparatory Schools, Inc. ("APS" or "Management Company" herein)

Company Address: 12894 S. Pony Express Rd. Unit 600, Draper, UT 84020

Company Contact Person: David Sharette, 801-808-3822, dsharette@apamail.org

Company Internet address: www.americanprep.org

Date of Submission: August 18th, 2023

Signed: David Sharette
Business Development Director



Personnel Qualifications

Information for administrative personnel of the Management Company is provided below. References below to “Charter School” refer to Cedar Charter Holder’s anticipated charter school as well as other Charter Schools with which APS holds a current management contract.

Carolyn Sharette, Founder and Executive Director. Carolyn Sharette is the Executive Director and President of the Management Company, which she founded in 2008. Ms. Sharette holds a Bachelor of Science degree in General Studies as well as a nursing degree from Brigham Young University, in Provo, Utah. She began her career in education as a founder of another charter school, Platte River Academy in Colorado, and served as the Executive Director of Children First Utah in 2002. She currently oversees all aspects of Charter Schools’ operations and is responsible for the administration at the Charter School. She oversees the hiring, management and termination of teachers and other staff, as well as making sure the Charter School complies with all federal and state law. Ms. Sharette answers directly to the Charter School Board.

Casey Crellin, Chief Financial Officer. Casey has an MBA from the University of Colorado and a Bachelors in Accounting from the University of Utah. In the past Casey has worked for Craft Group and Client Systems & Phoenix as Controller and CFO. Casey has been involved in charter schools since his children attended one of the first charter schools in Colorado in the 1990’s. Casey oversees all of the accounting, bookkeeping, auditing, procurement, accounts payable and receivable, and everything else related to the finances of the American Prep’s managed charter schools. During his tenure with American Prep, he has overseen major financial system migrations, policy overhauls, and intensive auditing. American Prep managed schools have enjoyed healthy net incomes, cash balances, and clean audits.

Mrs. Lisa Brunson, Director of Compliance. Lisa has an MBA and a background with emphases in public policy, statistics, leadership, strategy, and finance. In Michigan, she served on the St. Joseph Independent School District’s Continuous Improvement & Monitoring System (CIMS) committee. She has worked for American Preparatory Academy in Utah since 2010, currently as the Director over Compliance. Her team develops policies, oversees state reporting requirements, facilitates accreditations, and effectively manages millions of restrictive grant dollars that support supplemental initiatives, including: afterschool programs, college-readiness, Title programs, Digital teaching & Learning, and others, ensuring that they are implemented with fidelity, that data is collected and utilized for continuous program improvement, and that reporting requirements are met. Mrs. Lisa Brunson has developed positive relations with government and community grant partners through responsible management and demonstrated results.

Catherine Findlay, Character Development Director. Catherine Findlay began at the Management Company as an original Charter School Board member and founder in 2003.



She took the position of the social leadership program director and then the outreach program director in 2009 to specifically help with community outreach in the low-income and refugee communities. In 2011, she assumed the new position of Director of Character Development. She has successfully developed and implemented a professional and character development program for K-12th grade students including civic responsibility, student leadership, community service, professional conduct, and social skills. Ms. Findlay holds a Bachelor's degree in Physical Education-Dance from Brigham Young University. Mrs. Findlay is the spouse of Bradley Findlay, former Chairman of the Cedar Charter Holders Board of Directors.

Tim Evancich, Operations Director. Tim Evancich was a founder of the American Preparatory Academy schools. He oversees operations at all APS managed schools to make sure schools are operating smoothly and in compliance with all state and local regulations regarding building occupation. Tim has an impeccable track record of completing massive school building projects by navigating the complex processes involved in charter school construction at the city and State levels. Tim has also revolutionized school safety protocols in charter schools by building and implementing "Fight Back Nation", an organization designed to train school personnel on the psychology of school shooters, strategic mitigation of security risks, and effective trainings to help teachers physically dominate in the event of such security risks.

Jen Walstad, Director of Academics. Jen has filled various roles with American Prep since its founding in 2002. As a teacher, school Director and now as the Director of Academics for American Preparatory Schools, Jen's leadership has sustained American Prep's outstanding track record of exemplary teachers at all of the managed charter schools. Jen is in charge of teacher hiring and promotion, teacher training, Academic design, curriculum development, and quality instruction.



CHARTER SCHOOL MANAGEMENT AGREEMENT

Between
Cedar Charter Holders, a Utah Non-Profit Corporation
And
American Preparatory Schools, a Utah Corporation

This **Charter School Management Agreement** (the “Agreement”) between Cedar Charter Holders (“CCH”), a Utah Non-Profit Corporation, and American Preparatory Schools, Inc. a Utah Corporation is effective this 1st day of July 2024, under the laws of the State of Utah.

RECITALS

WHEREAS:

CCH has been authorized by the Utah State Charter School Board (Authorizer) under the direction of the Utah State Office of Education (USBE) to hold a Charter (Charter) and operate a charter school, consistent with Title 53A of the Utah Code and has entered into a contract with the State of Utah to establish a charter school.

CCH is governed by a Governing Board that is responsible for the academic and operations programs of the School.

CCH is vested with authority from the Authorizer and the State of Utah to enter into contracts with others, as necessary and permitted by law, to accomplish the Mission of the School.

APS has resources and expertise in operating and managing academic and business operations of charter schools and fulfilling compliance requirements according to state and federal rules and laws.

CCH desires that APS provide a comprehensive whole-school program inclusive of academic, business, and compliance operations.

APS desires to provide its comprehensive academic, business, and compliance operations programs to CCH in accordance with applicable law, including, without limitation, Utah Code Annotated § 53A-1a-501 et seq. (the "Utah Charter Schools Act and current and established practices of APS).

CCH and APS enter into this Agreement to establish the obligations and responsibilities of each party with respect to the implementation of the comprehensive academic and business operations program of APS for CCH.

THEREFORE:

In consideration of the terms as set forth in this Agreement, CCH and APS mutually agree as follows:



1. Term, Amendment, and Renewal

- a. The Agreement shall commence July 1st, 2024, and end on June 30, 2029, unless earlier terminated pursuant to the terms of this Agreement, or renewed pursuant to the terms of this Agreement. The parties may terminate this Agreement at any time by mutual consent. The fiscal term of this Management Agreement will be the same as CCH's fiscal year.
- b. The parties may renegotiate the terms and conditions of this Agreement by mutual consent after written notice from either party in the month of June of each calendar year unless the parties mutually agree to renegotiate at some other time. Notwithstanding the above, this Agreement shall not be renegotiated, amended or revised in any way unless CCH receives a legal opinion from competent counsel that such change will not adversely affect CCH's obligations on any outstanding debt or standing before the IRS.
- c. If allowable by Utah law, this Agreement will automatically renew for two additional five-year terms unless CCH provides APS with a written termination notice by no later than October 1, 2028, for the first five-year renewal term, by no later than October 1, 2033, for the second five-year renewal term. If automatic renewal is not allowable by Utah law, CCH may renew this Agreement for additional five-year terms at any time by providing written notice.
- d. If the Agreement is not renewed, CCH agrees to not hire APS employees without express written permission from APS for two years after the termination.

2. Termination

- a. CCH and APS shall have the right to terminate this Agreement for cause prior to the end of the term by providing 60 days advance written notice to the other party. "Cause" shall include:
 - i. Gross negligence, fraud, or criminal acts, whether or not successfully prosecuted.
 - ii. A willful or negligent material breach of the terms of the Charter or this Agreement, accompanied by a failure to remedy a breach within sixty (60) days written notice to the party in breach of contract, provided that if such material breach reasonably cannot be cured within said sixty (60) day period, in such case, a material breach shall not be deemed to have occurred if the party in breach commences the cure thereof within such sixty (60) day period and proceeds diligently towards completion of the cure thereof.
 - iii. A legislative, administrative or judicial act, after all possible appeals, of the federal or state government, or the courts, resulting in a final judgment or enactment revoking or invalidating the Charter, or the lawful enforcement of the provisions of this Agreement.
 - iv. A legislative, administrative or judicial act, after all possible appeals, of the federal or state government, or the courts, resulting in a final judgment or enactment which has a material adverse effect on APS's ability to perform the provisions of this Agreement.
- b. Upon termination of the Agreement as provided under this provision, CCH shall have no duties or obligations to APS except the obligations for payments legally due and owing to APS on the effective date of termination.



3. Authority

- a. CCH grants to APS express authority and power necessary to execute the duties, responsibilities and obligations of this Agreement, all as adopted by the governing board and included in the charter, except where the Utah Charter Schools Act or other applicable law, the by-laws, or policy adopted by the Governing Board prohibits the delegation of authority, for which the Governing Board retains authority.

4. Place of Performance

- a. CCH agrees to provide adequate office, classroom and electronic connectivity space sufficient to fulfill the duties, responsibilities and obligations of this agreement, including the use of all related equipment, supplies and assets of CCH, including human resources and technology (Internet) hosting services. CCH and APS retain ownership of their respective equipment, supplies and assets each provides to the other party upon termination of this Agreement.

5. Relationship

- a. APS is not a division or corporate division of CCH, is not an affiliated entity or part of CCH, and maintains an arms length relationship with CCH.
- b. No employee of APS will be considered an employee of CCH. However, as required in the management of the schools, APS may supervise CCH employees.
- c. CCH and APS do not share profits and/or losses and further acknowledge and agree that APS is an independent contractor, and no status of partnership, joint venture, or employment exists or shall be implied by this Agreement.
- d. Except as expressly provided in this Agreement, no agent or employee of APS shall be deemed to be the agent or employee of CCH. APS shall be solely responsible for its acts, any acts of its agents, employees, and subcontractors. The relationship between APS and CCH is based solely on the terms of this Agreement, and the terms of any other written agreements between APS and CCH.

6. Financial Accountability

- a. APS will be accountable to the Governing Board for all expenditures pursuant to the Agreement, in accordance with current auditing standards for charter schools and will not be authorized to expend funds in excess of CCH's total annual budget.
- b. APS is neither required nor obligated to expend its funds on goods or services for CCH, for amounts in excess of the expense amounts set forth in CCH's annual budget, for obligations or liabilities of CCH, for missed earnings, or in any other manner, except as set forth in this Agreement.
- c. CCH is neither required nor obligated to expend its funds for the obligations or liabilities of APS, or in any other manner, except as set forth in this Agreement.



7. Fulfillment of Charter Obligations

- a. APS will in good faith work to fulfill the obligations of CCH in the Charter in all material aspects in relation to the goals and objectives of the Charter and the performance benchmarks of the School.
- b. APS will report to, advise and make recommendations to the Governing Board in relation to fulfilling the obligations of the Charter.
- c. APS will coordinate the renewal or reauthorization of the Charter with the Authorizer, if required by the Authorizer.
- d. CCH will consult with APS in the event that CCH wishes to revise or amend the Charter and will provide for a formal review by APS prior to submitting the Charter to the Authorizer for approval. CCH will in good faith consult with APS during all aspects of Charter revision or amendment, including revisions or amendments initiated and/or recommended by APS.
- e. APS will review ambiguities and conflicts in laws or rules and present its findings to the Governing Board for decisions.

8. Governing Board Meetings

- a. APS will attend periodic CCH Governing Board meetings as directed by the CCH Governing Board and will recommend agenda and action items.
- b. APS will keep minutes and recordings of the CCH Board Meetings as requested by the Governing Board.

APS shall provide the following academic programs and services at the School, not inclusive of supplies, personnel, materials or expenditure thereof:

9. Obligations of APS

- a. Comprehensive Academic Program Delivery and Development, includes, but is not limited to:
 - i. Development and implementation of a K-12 academic plan aligned with a Classical Education model
 - ii. Development and implementation of charter-specific programs as outlined in CCH's Charter including:
 - a. Direct Instruction (DI) programs
 - b. Core Knowledge (CK) program
 - iii. Development and implementation of a comprehensive elementary academic program with annual plans by grade level and subject
 - iv. Development and implementation of a comprehensive secondary academic program with annual plans by subject
 - v. Day to day academic coaching



- vi. Formative and Summative Student Assessment
 - vii. Standardized tests to fulfill legal and Charter requirements
 - viii. In-program assessments
 - ix. Program-specific and general, ongoing coaching and training of instructional staff, in all academic programs.
 - x. Annual data collection and analysis of academic program outcomes, resulting in a comprehensive annual academic report to CCH
 - xi. Implementation of Effective School Practices
- b. APS shall provide and manage a website for the CCH school.

10. Leadership, Development, and Management

- a. Leadership development – APS will provide Administrator-Level Management employees at each school site who are trained in the APA model and who are capable of carrying out the duties required of an APA school leader. Specifically, APS will provide at a minimum the following employees at each campus: Elementary Director, Secondary Director (if applicable), Administrative Director.
- b. APS will provide day-to-day management and supervision of the Academic and Administrator Teams.
- c. APS will provide staff training and development, including on-site training as well as coordination of off-site professional development opportunities.
- d. APS provides annual summer training. All CCH staff members are required to attend. The cost of this training is included in Section 30 – “Compensation”.
- e. APS will provide executive-level personnel to manage the business, compliance, and academic oversight of the schools. The executive-level personnel may spend a percentage of their time on other APS contracts, inasmuch as other contracts exist. Specifically, APS will provide at a minimum the following executive-level personnel: Executive Director, Controller, Human Resource Director, Character Development Director, Academic Director, Compliance Director, IT Director, and Operations Director.
- f. The Executive Director will report to the CCH governing board and will be available to meet with subcommittees or individual members of the board at any time, given sufficient notice.
- g. The Controller will report to the CCH governing board and will be available to meet with subcommittees or individual members of the board at any time, given sufficient notice.
- h. At the board’s request, APS will provide a list of all APS personnel working on behalf of the CCH schools. The list shall include descriptions of all familial relationships among APS employees working on behalf of the CCH schools. The list shall be sent to the board Chairman who may distribute it to the other board members at his or her discretion.



11. Enrollment

- a. APS shall assist CCH in recruiting and retaining students in accordance with established law and administrative rules to ensure full enrollment, or enrollment levels mutually agreed upon by both parties.
- b. APS shall observe all applicable state and federal laws and regulations in recruiting, admitting, and enrolling students.
- c. APS shall not be liable for financial shortfalls due to lower than expected or budgeted enrollment, or enrollment decline due to market forces, including changing demographics.

APS shall provide the following business operations services, not inclusive of supplies, personnel, materials, or expenditure thereof:

12. Budgeting & Forecasting for the School

- a. Preparation of School budgets and forecasts relating to School activities
- b. Annual financial report budget
- c. Annual Board budget
- d. Annual staffing budgets
- e. Capital expenditure budgets

13. Record Keeping

- a. Financial record-keeping in accordance with laws and rules as applicable to Charter schools in Utah.
- b. Cash management and account reconciliation
- c. Maintaining appropriate storage locations and periodic back-ups of financial data
- d. Financial controls policy and procedure development
- e. Year-end close and archive
- f. Asset management

14. Financial Reporting

- a. Monthly and annual Income Statement and Balance Sheet reporting to appropriate agencies and the Governing Board.
- b. Annual audit coordination with Independent Auditor, State Auditor, and the USBE.
- c. Monthly account reconciliation reporting to the Governing Board.



15. Government Accountability

- a. Complete and submit timely state and federal reports as required to comply with all state and federal laws applicable to the education environment of charter schools in Utah.
- b. Interact with government agencies as required for legal compliance
- c. Coordinate required Governing Board interaction with government agencies.
- d. Report business operations to the Governing Board periodically in Governing Board meetings.

16. Facilities Development Management

- a. Coordinate and manage building, custodial, operations, and maintenance functions for all aspects of facilities and grounds management, including contracting with third-party material and service providers on behalf of CCH.
- b. Manage inventory and assets.
- c. As directed by the Governing Board, manage facilities expansion, design, and development, including plan review and legal compliance to ensure new construction or renovation of existing facilities meet the expectations and instructional setting needs of CCH and APS.

17. Transportation, Carpool and Food Services

- a. On behalf of CCH, APS will oversee student transportation using CCH's staff and equipment and will contract with third-party transportation contractors to provide student transportation to and from School, School events, such as field trips, etc. APS will coordinate the transportation of students by volunteers in private vehicles, on behalf of CCH, as directed by the Governing Board and as allowed by Utah law and rule.
- b. APS will coordinate a comprehensive carpool program, on behalf of CCH, to help facilitate daily student transportation.
- c. APS will not assume liability for the transportation of students.
- d. APS will contract with approved third-party contractors, on behalf of CCH, to provide food services for School events, such as festivals, carnivals, hot lunch days, social leadership, etc.

18. Systems Development and Business Continuity

- a. Work with School staff and Governing Board to facilitate systems improvement and increased efficiencies
- b. Work with School staff to maintain periodic backups of CCH electronic data stored on CCH servers. School staff shall provide reasonable network support to



APS for user configuration.

- c. Develop and maintain the School's Emergency Response Plan.
- d. Develop and maintain procedures for disaster recovery.
- e. APS specifically grants a license to CCH for the use APS's intellectual property in the operation of the schools. This license will terminate automatically upon the termination of this Agreement. The license includes the use of intellectual property as listed on Appendix A attached hereto.

19. Human Resource Leadership, Development, and Management

- a. Coordinate all payroll functions, including contracting with third-party material and service providers.
- b. Coordinate benefits administration for all medical, dental, vision, retirement, and tax-deferred benefit plans, and any other benefit plan offered by CCH. APS is held harmless for the performance of CCH's benefit plans.
- c. APS will coordinate activities to identify, recruit, hire, train, lead, manage, discipline, and terminate employees.
- d. APS will make additions or deletions from staff (hire or terminate employees) or make minor amendments to wages and benefits as needed during the school year.
- e. APS will prepare and execute annual letters of understanding (employment terms) for CCH employees, on behalf of CCH, outlining terms of employment.
- f. APS will work to maintain CCH's at-will employment relationship with CCH's employees.
- g. Unless otherwise indicated by APS in writing to the Governing Board, all persons hired to work for CCH will be employees of CCH and not APS.
- h. Maintain employee files in accordance with current governmental requirements, including Utah State Archives regulations.

20. Legal Compliance

- a. Develop policy for Governing Board approval.
- b. Coordinate the maintenance of CCH's corporate registrations with all state and federal agencies.
- c. Coordinate legal transactions related to business functions and prepare items for review and/or approval of the Governing Board.
- d. Coordinate all insurance needs of CCH.

21. School Financing and Banking

- a. As directed by the Governing Board, APS will coordinate the financing needs of CCH and coordinate with lenders to prepare documents for Governing Board



signature.

- b. APS will ensure compliance with third party lenders and creditors of CCH, including the maintenance of credit ratings with credit agencies.
- c. CCH authorizes APS staff to open and maintain depository accounts at state approved institutions, or institutions generally accepted as depositories for public funds as determined by the Utah State Money Management Council and state statute. APS employees: Carolyn Sharette and Casey Crellin are expressly charged with fiduciary responsibilities for all School funds and are authorized as signatories on checking accounts. Except for leasehold or capital improvement and debt-services, where no permission is granted, said employees of APS are authorized to enter into contracts and agreements with third-parties for the procurement of goods and services on behalf of CCH, and make expenditures with CCH funds, up to a maximum value of fifty thousand dollars (\$50,000) per transaction, for a term no greater than two (2) years. APS is authorized to make expenditures with CCH funds in excess of fifty thousand dollars (\$50,000) for the obligations of periodic payments, specifically:
 - i. Lease and/or bond obligations
 - ii. Insurance premiums
 - iii. Retirement plan obligations (not to exceed 9% of gross wages per employee without Governing Board approval)
 - iv. Annual audit expenses
 - v. Utility expenses
 - vi. Payroll expenses
 - vii. Food Services
 - viii. Curriculum
- d. Outside the payments described in Section 30, APS may not make an expenditure of CCH funds exceeding five thousand dollars (\$5,000) for payments from CCH to APS, or its agents, representatives, officers, directors, employees, and subcontractors without CCH Board approval.

22. Charter Movement Representation

- a. APS will establish and maintain key relationships with the Utah Charter Schools Office of the USBE and the State Charter School Board.
- b. APS will work in good faith on behalf of CCH to support and promote favorable outcomes of issues affecting Charter schools locally, statewide and nationally, with special interest on issues materially affecting CCH.
- c. APS will in good faith lobby the State Charter School Board on behalf of CCH as directed by the Governing Board.

23. Public Relations and Communications



- a. Both parties agree to ensure that all material representations to the community, School community, the general public or the same through media representations, accurately reflect the provisions of the Charter, of this Agreement and the official positions of the Governing Board. Neither APS nor CCH will represent itself in advertising, newsletters, or otherwise in any manner contrary to the terms of the Charter or of this Agreement.

24. Licensing

- a. As part of this Agreement, and for the term of the Agreement, CCH may use the “American Preparatory” name, brand, symbols, acronyms and any and all other APS-owned intellectual property and copyrights in all of its labeling, marketing, and in any other capacity.

25. Grant Writing, State and Federal Program Funds

- a. When eligible and appropriate, APS shall prepare federal and state documents necessary for CCH to obtain state and federal program funds, federal Public Charter School Program (PCSP) grants and incentives.
- b. APS shall prepare required documents to draw upon awarded state or federal program funds and PCSP grant funds.
- c. APS shall prepare for Governing Board signature, documents required to account for state or federal program funds and PCSP grant funds.
- d. APS shall, at its discretion, or at the direction of the Governing Board and APS as mutually agreed, solicit other grants or donations for CCH.
- e. APS may solicit grants or donations for its own general corporate purposes except that any such solicitation may not knowingly be made of the constituency of the School.

26. Obligations of CCH

- a. The Governing Board shall be responsible to ensure the terms of the Charter are fulfilled.
- b. The Governing Board shall establish and maintain Board Fiscal, Operations and Academic Policy and record and maintain the Minutes of Board Meetings in accordance with Utah Code and Administrative Rules.
- c. The Governing Board shall exercise good faith in evaluation and consideration of policy, rules, procedure, academic, operational, fiscal, political and other recommendations of APS.
- d. The Governing Board shall ensure timely cooperation with APS in furnishing all information, signatures, forms, reports and other items as needed to meet the requirements of the Charter and this Agreement.
- e. The Governing Board shall provide timely notice of all Governing Board meetings



and other meetings or events for which they require support from APS.

- f. The Governing Board shall ensure compliance of the School, including and encompassing this Agreement, with all legal requirements placed upon the Governing Board, acting as a political subdivision of the state of Utah, and in accordance with the Charter and all rules and regulations set forth in the Utah Code and Administrative Rules as applicable to charter schools.
- g. The Governing Board shall maintain CCH's designation by the government under section 501(c)3 of the Internal Revenue Service Code and act in accordance with the provisions of that section. The Governing Board shall prohibit activities that would jeopardize the corporation's non-profit status.
- h. The Governing Board shall remain current with all corporate filings for federal, state and local governments consistent with paragraph 21.2.
- i. The Governing Board shall ensure timely approval, signature and transmittal of expenditures not delegated to APS under the terms of this Agreement.

27. Representations, Warranties and Covenants of APS

- a. APS is a duly organized corporation of good standing and is legally authorized to conduct business in the State of Utah.
- b. To the best of its knowledge, APS has the right and authority under Utah Code to fulfill the obligations and execute the terms of this Agreement and shall do so in a manner consistent with all federal, state, and local laws, rules and regulations pertaining to APS's performance under this Agreement.
- c. APS warrants that the services it provides will be performed by adequately trained persons in a professional and workmanlike manner.
- d. To the best of its knowledge, APS is not in breach of or default under any contractual or financial obligations, is not delinquent in payment of payroll taxes, salaries, income taxes or other obligations.

28. Representations, Warranties and Covenants of CCH

- a. To the best of its knowledge, CCH has the right and authority under Utah Code to contract with APS and to fulfill the obligations and execute the terms of this Agreement and is not in breach of contract with the Charter authorizer by entering into this Agreement.
- b. By unanimous affirming vote of the Governing Board, CCH approves of the Comprehensive Academic Program and Business Operations Services of APS and is authorized to contract with APS and will fulfill its obligations and execute the terms of this Agreement.
- c. In the event of corporate or Charter dissolution, or other termination of the Charter Agreement, or bankruptcy, as allowed by law, APS will be classified as a priority claimant with regards to monies owed to it and the obligations of this Agreement.
- d. To the best of its knowledge, CCH is not in breach of or default under any



contractual or financial obligations, is not a party to, nor does reasonably anticipate a lawsuit or other legal proceedings, is not delinquent in payment of payroll taxes, salaries, income taxes or other obligations.

29. Dispute Resolution

a. Remedies

- i. The remedy for breach of this Agreement shall be the specific performance of the terms of the Agreement, up to and including termination of the Agreement.
- ii. Alternative Dispute Resolution
 - i. APS and CCH will seek to resolve in good faith, and in a reasonable amount of time, any controversy, disagreement, or claim (dispute) arising between them in the performance of the specific terms of this Agreement. After 30 days advanced written notice to the other party, either party may submit a dispute to a single third-party mediator. Any alternative dispute resolution will not be binding unless otherwise agreed in a written instrument signed by the Parties.

30. Compensation

- a. In exchange for the services outlined in this Agreement, CCH agrees to compensate APS with a Per Student Fee of \$1,345.00 per student for each student enrolled at the CCH schools encompassed under this Agreement for the period between July 1st, 2024, and June 30, 2025.
- b. Per Student Fee is based on enrollment on October 1 (Fall Enrollment), or the first school day thereafter if October 1 falls on a weekend day or school out-of-session day. Payment of the Per Student Fee will be made monthly (12 installments) by the 5th of each month, with the first payment made on July 1st, 2024. Since the October 1 enrollment will not be known when the first installment is due, an estimated enrollment will be used based on actual enrollment on July 1st, and the payment will be adjusted once the October 1 enrollment is final. This Agreement will serve as an invoice, no other invoice will be provided.
- c. APS shall pay all applicable taxes, and make all applicable withholdings and contributions related to the performance of the services outlined in this Agreement by APS. CCH will not withhold any state or federal income tax, or any Social Security tax from the fees paid by CCH to APS under this Agreement. CCH will not make any tax payment or any state or federal unemployment distributions on APS's behalf. APS shall not be eligible to participate in any employee pension, health, vacation pay, sick pay, or any other fringe benefit plan of CCH.
- d. CCH and APS may in good faith renegotiate the terms of this agreement by mutual consent upon significant deviation from the original state budget projections within the current year.
- e. The Per Student Fee identified in Section 30.a above shall increase every fiscal year, with the first such change taking effect on July 1, 2025 (and the second taking



effect on July 1, 2026, the third taking place on July 1, 2027, etc.). The increase shall equal the percentage change in the net increase in funding provided to CCH over the previous fiscal year; however, the increase shall never exceed 5% without express board approval.

- f. CCH, at its discretion, may provide additional compensation to APS in the form of a bonus for meeting or exceeding performance metrics, which may be established at CCH's discretion.
- g. CCH will compensate APS for the annual training mentioned in Section 10.d of this Agreement at \$100 per attendee per day of training. This rate may change in the future by mutual consent from both parties.

31. Additional Services

- a. Additional services not included within the scope of this Agreement may be provided upon request with fees negotiated on a per-service basis. Additional services may include the engagement of third-party professionals or other consultants for which CCH agrees to reimburse or otherwise compensate APS for such services.



32. No Third-Party Beneficiary Rights

- a. This Agreement provides no rights to a third-party beneficiary, whether a constituent of CCH or otherwise except for CDE as specified in this Agreement.

33. Entire Agreement

- a. This written Agreement shall constitute the complete and entire Agreement between APS and CCH for the provisions of this Agreement. All prior representations, agreements and understandings, for the services covered by the provisions of this Agreement, whether verbal or written, are superseded and replaced by this Agreement.

34. Waiver

- a. No waiver of any provision of this Agreement will constitute a waiver of any other provision of the Agreement, nor will a waiver constitute an ongoing waiver, unless otherwise expressly stated.

35. Severability

- a. If any covenant or provision herein is held to be invalid, such invalidity shall not affect other covenants and provisions of the Agreement, and such other covenants and provisions shall be given effect without the invalid provision.
- b. If any covenant or provision of this Agreement is deemed to be an invalid delegation of authority from the Governing Board to APS, such covenant or provision will be limited to the extent necessary to make the covenant or provision legal and binding.

36. Force Majeure

- a. Neither party will be liable for any provisions of this Agreement not performed due to acts of God, acts of war, civil war, riot, terrorism, sabotage, explosion, embargo, fire, flood, natural disaster, accident, labor strike, or other acts, intentional or natural, beyond reasonable control, or with unusual expense.

37. Governing Law

- a. The laws of the State of Utah shall govern this Agreement and any legal determination of rights, duties, and remedies of the parties arising from a dispute related to the Agreement.

38. Successors and Assignment

- a. Neither party may assign this Agreement to another party without written consent from the other party, which cannot be unreasonably withheld, unless the



assignment is to a successor to all, or a substantial portion, of the party's business, or an affiliated entity. Should such an unauthorized assignment take place, this Agreement shall automatically become null and void.

39. Indemnification

- a. As provided by law, APS shall indemnify, defend and hold harmless CCH and its agents, representatives, officers, directors, employees and subcontractors against any and all claims, demands, damages, losses, liens, suits or other forms of liability, including reasonable attorneys fees and costs, that may arise out of, or by reason of any negligence, acts or omissions, errors or willful misconduct of APS or its agents, representatives, officers, directors, employees and subcontractors in performing the provisions of this Agreement. APS shall reimburse CCH for any and all legal expenses and costs associated with the defense of such claim, demand or suit, subject to the limits of APS's general liability insurance policy.
- b. As provided by law, CCH shall indemnify, defend and hold harmless APS and its agents, representatives, officers, directors, employees, and subcontractors against any and all claims, demands, damages, losses, liens, suits or other forms of liability, including reasonable attorneys fees and costs, that may arise out of, or by reason of any negligence, acts or omissions, errors or willful misconduct of CCH or its agents, representatives, officers, directors, employees and subcontractors in performing the provisions of this Agreement. CCH shall reimburse APS for any and all legal expenses and costs associated with the defense of such claim, demand or suit subject to the limits of CCH's general liability insurance policy.
- c. CCH will assert all statutory limitations of liability under the Utah Governmental Immunity Act and will not waive this right without prior written consent from APS.
- d. Each party shall give immediate written notice to the other party of the assertion of a claim or commencement of legal action under which indemnification is sought and shall mutually agree to a timely response and cooperation with the indemnifying party in defense of a claim or legal action.

40. Survival of Termination

- a. All representation, warranty, and indemnification provisions of the Agreement shall survive the termination of the Agreement.

41. Insurance

- a. CCH will maintain general liability insurance in the amount required by Utah Code and Administrative Rule, notwithstanding, it shall not be less than \$1,000,000 per occurrence, \$2,000,000 general aggregate for General Liability insurance. CCH shall maintain other liability insurance, or other insurance, prudent to the nature of the business or events for which it participates, including automobile liability protection, treasurer's bond and other such insurance and protection.



- b. APS will maintain general liability insurance in an amount that shall not be less than \$1,000,000 per occurrence, \$2,000,000 general aggregate for General Liability insurance. APS will maintain other liability insurance, or other insurance, prudent to the nature of the business or events for which it participates, including automobile liability protection, treasurer's bond and other such insurance and protection.
- c. CCH and APS shall maintain Workman's Compensation insurance.
- d. Each party, at the request of the other party, will provide evidence of insurance and will comply with reasonable reporting requirements of the other party's insurer, if any.

42. Official Notice

- a. All notices and formal communications required by the terms of this Agreement will be in writing. Notice will be given by certified or registered mail (return receipt requested) to the registered address, facsimile (with confirmation of transmission), or by hand delivery with written confirmation. Notice will be deemed to be given two (2) days after the date of the mailing or upon the first date of business on or after the date of facsimile or hand delivery.

Registered address:

CCH: Board President

APS: Executive Director
12894 S. Pony Express Rd., Unit #600
Draper, UT 84020

43. Provisions Headings and Numbering

- a. The provision headings and numbering are for convenience and reference only and shall not reflect the true meaning of the provisions. Provision headings and numbering shall not be considered in the interpretation of this Agreement.

44. Subordination

- a. APS shall sign any agreement necessary to subordinate any payments to APS under this Agreement to any CCH payment for real property and/or school facilities

This Agreement between the parties was approved in a public meeting held by the Governing Board of Cedar Charter Holders on _____, during which the



**AMERICAN PREPARATORY
SCHOOLS**

Chairman of the Board was authorized by the Governing Board to execute a copy of this Agreement.

IN WITNESS WHEREOF, the parties of the Agreement have executed this Agreement as of the day and year first above written.

CEDAR CHARTER HOLDERS

AMERICAN PREPARATORY SCHOOLS, INC.

By: _____
Title: Board President

By: Carolyn Sharette
Title: President



APPENDIX A

LIST OF INTELLECTUAL PROPERTY

Emergency Response Plan – this is a detailed plan that we create and maintain for our schools that includes directions and policies for every conceivable emergency, including fires, active shooters, earthquakes, first aid, other natural disasters or catastrophic events. It is about 30 pages long, is actively updated based on new laws or information, and comes in the form of a flip chart that is kept in each classroom to help the teachers know what to do in any scenario.

Learning Progress Charts – This is a form where teachers record how many times they asked each student an independent question, and each student's struggles in every class (for example, a teacher will teach a reading class to 10 kids and tally each kid when they give an audible response. If the kid pronounces a word wrong, the teacher will write it on the chart. These charts are turned in weekly and compiled to track children's progress.

Coaching or evaluation forms – these are forms that our coaches use to evaluate teachers.

180-day Plans – this is a spreadsheet that is managed by Academic Directors that shows what each class is teaching every day of the year (in every subject).

Digital presentations – These are presentations that we have put together since our inception that describe our model, that outline philosophies of American Prep, that show data to support our curriculums and models, that train teachers. There are also digital presentations in the “secondary curriculum wiki” mentioned below – basically a powerpoint for most classes in Secondary school for most lessons (ex: powerpoint for 9th graders on Martin Luther King Jr.)

Learning Plans – This is a form where teachers mark what their student did in every subject in every day, which the student takes home every night for their parents to review and sign. Their homework is marked on this sheet. It includes a place for parents to write notes to their teacher and teachers to write notes to parents.

Character Development Curriculum – this is all outlined on the Character Development website. It is a complete curriculum with videos and presentations and documents. (<https://ambassadors.americanprep.org/>)

Mission Statement – on website

Trademark of “American Preparatory Academy”

Logo



Crest

Master Academic – this is a spreadsheet that has every student’s “placement” in it. This is where the Learning Progress Charts data gets uploaded. It shows what level each student is at in every curriculum that we teach.

All training videos – This includes Character development curriculum training videos, as well as teacher training videos. There are also videos of teachers teaching classes (almost all of our lessons for every subject are now recorded due to COVID).

Hiring forms – Interview questions and space for responses.

Google Classrooms – These were created during COVID. They hold all of the videos of every classroom lesson.

Builder Awards/Reading University Awards – pins – The Builders program is the character development program that we run for Elementary. Each month has a theme like, “I am a Builder when I am kind”. Each month a Builder of the Month is chosen for each grade. And then there is a Builder of the Year for each grade. The curriculum is a monthly theme, the poem (which doesn’t have a known author: the Builders Poem). Reading University is a reading program. Students have to read a certain number of books from our Reading University library each term. We deliver awards to students that read the most books.

All curriculum developed under the supervision of APS staff, including:

Secondary WIKI: - This is where all of the Secondary powerpoint presentations and worksheets are kept.

<https://smap.atlassian.net/>

Science mini-Wikis– Science curriculum for Secondary Schools

Google Drive:

Student data templates

Teacher templates

“Formative” content

Classroom posters

**APPENDIX G: START UP GRANT APPLICATION FOR SUBMISSION TO STATE
CHARTER SCHOOL BOARD**

On following pages



Utah State Charter School Board

Startup and Implementation Grant Application - Revised July 29, 2021

250 East 500 South, P.O. 144200, Salt Lake City, UT 84042
(801) 538-7720
UtahSCSB.org

The purpose of the Start Up and Implementation Grant is to provide financial assistance for planning, program design, and initial implementation of new charter schools. A new school is authorized to receive a minimum of \$300,000 and maximum of \$400,000 (based on enrollment and eligible funds) distributed over three years. Funding is based on projected and actual enrollment.

The Startup and Implementation Grant is based on UCA §53F-2-705 and USBE Rule R277-470-5.

	<i>Base for up to 200 students</i>	<i>Pupil Unit for students 201-599</i>	<i>Maximum Allocation 600+</i>
<i>Start Up</i>	<i>\$150,000</i>	<i>Enrollment x \$125</i>	<i>\$200,000</i>
<i>Implementation 1</i>	<i>\$125,000</i>	<i>Enrollment x \$62.50</i>	<i>\$150,000</i>
<i>Implementation 2</i>	<i>\$25,000</i>	<i>Enrollment x \$62.50</i>	<i>\$50,000</i>
<i>TOTAL</i>	<i>\$300,000</i>		<i>\$400,000</i>

Grant Assurances

Grant funds may only be used for the following:

- Post-award planning and design of the educational program;
- Research-based professional learning activities for teachers, staff, and board;
- Informing the community about the school;
- Acquiring necessary equipment and educational materials and supplies;
- Acquiring, developing or aligning curriculum, and;
- Other initial operational costs, such as:
 - Costs associated with creating and implementing office functions;
 - Costs associated with the installation of computers, data systems, networks, and telephones;
 - Personnel expenses incurred either before or after the school's opening (not to exceed a total of \$5,000 per month); and
 - Rental or occupancy costs for the school facility for a reasonable period of time in preparation for the school's opening.

The board understands that:

- Funding is based on projected authorized enrollment and corrected after the October 1 actual enrollment count.
- No funding level is guaranteed.
- The school shall participate in monitoring activities, including attendance at mandatory trainings, and compliance with statute and rule. Failure to comply may result in a loss of funds. After the application is approved, the SCSB will send out instructions for the mandatory training.
- A budget report on the expenditure of grant money is due to the SCSB at the end of each year and a final report is due at the end of the 2nd implementation year.
- Should the charter school change to non-charter status within ten years of receiving grant funds, grant funds must be reimbursed to SCSB.
- Email your completed application to Stewart.Okobia@schools.utah.gov and ensure that you receive an email response confirming receipt of your application.



Board Chair Signature

Date

Budget - List total dollar amount required by category, as well as the details of what will be purchased in each category

If the total amount budgeted in each category is the same at the end of the fiscal year, SCSB approval is not needed. However, if the school chooses to increase or decrease a category total, a new budget must be approved by the school's governing board and by SCSB staff.

Budget Categories	Startup Year	Implementation Year 1	Implementation Year 2	Total
Salaries (100)	\$ 60,000	\$ 60,000	\$ 43,750	\$ 163,750
<i>Additional info and Comments</i>				
Benefits (200)	\$	\$	\$	\$
<i>Additional info and Comments</i>				
P & T Services (300)	\$	\$	\$	\$
<i>Additional info and Comments</i>				
Property Services (400)	\$	\$	\$	\$
<i>Additional info and Comments</i>				
Other Services (500)	\$ 20,000	\$ 15,000	\$	\$ 35,000
<i>Additional info and Comments</i>	Informing the community	Informing the community		
Travel (580)	\$	\$	\$	\$
<i>Additional info and Comments</i>				
Supplies and Materials (600)	\$ 46,850	\$ 68,750	\$	\$ 115,600
<i>Additional info and Comments</i>	Instructional Supplies	Instructional Supplies, textbooks, admin supplies		

Property (700)	\$ 35,650	\$	\$	\$ 35,650
<i>Additional info and Comments</i>	Lease for July and August			
Total	\$ 162,500	\$ 143,750	\$ 43,750	\$ 350,000