

## **GOVERNMENT ENTITY SETTLEMENT AGREEMENT**

This Settlement Agreement, entered into as of this 26<sup>th</sup> day of July 2023 (the “**Execution Date**”), is made by and between Altria Group, Inc., Philip Morris USA, Inc., Altria Client Services LLC, Altria Enterprises LLC, and Altria Group Distribution Company (collectively “**Altria**”); and Plaintiffs’ Leadership in MDL No. 2913 and JCCP No. 5052, on behalf of all Settling Government Entity Plaintiffs (together with Altria, the “**Parties**”). This Settlement Agreement establishes a program to resolve the Released Claims and Liabilities (defined in Paragraph 1.39 below).

### **RECITALS**

WHEREAS, the Settling Government Entity Plaintiffs participating in this Settlement Agreement have brought lawsuits and/or retained counsel to pursue claims against JUUL Labs, Inc. (“JLI”), Altria and other Released Parties in state and federal court seeking legal and equitable relief in connection with the design, manufacture, production, advertisement, marketing, distribution, sale and performance of JUUL products; Altria’s conduct related to its investment in JLI; and Altria’s interactions with JLI and JLI related persons;

WHEREAS, Altria, on its own behalf and on behalf of the Released Parties, has denied and continues to deny any wrongdoing and any liability in connection with the above;

WHEREAS, the Parties to this Settlement Agreement, after having (i) litigated cases or observed the litigation of cases in connection with the above for over four years; (ii) engaged in substantial discovery, including written discovery, the production of numerous documents, numerous fact and expert depositions, and preparation and disclosure of comprehensive expert reports; (iii) engaged with the Mediator; (iv) engaged in arm’s-length negotiations, and (v) participated in a bellwether trial involving the San Francisco Unified School District, have now reached an agreement providing for a resolution of claims that have been or could have been brought against Altria and any other Released Party in connection with the above;

WHEREAS, the Parties recognize and acknowledge the time, risk, and expense of litigating the Settling Government Entity Plaintiffs’ cases to judgment against Altria and other Released Parties;

WHEREAS, Altria now wishes to resolve any claims or causes of action against it and any other Released Party that any Settling Government Entity Plaintiffs ever had, now have, or will have in the future in connection with the above;

WHEREAS, the Settling Government Entity Plaintiffs, through their counsel, have conducted a thorough investigation of the relevant law and facts;

WHEREAS, after analyzing the relevant facts and applicable law, and taking into account (i) the burdens, risks, uncertainties, time, and expense of litigation; and (ii) the merits of the terms set forth herein, Plaintiffs’ Leadership, on behalf of the Settling Government Entity Plaintiffs, have concluded that the settlement set forth in this Settlement Agreement is fair, reasonable, adequate and in the best interests of the Settling Government Entity Plaintiffs with respect to claims against Altria and other Released Parties;

WHEREAS, Altria has concluded that resolving the claims settled under the terms of this Settlement Agreement is desirable to reduce the time, risk, and expense of defending multiple-claim and multiple-party litigation across multiple jurisdictions, and to resolve finally and completely the cases brought against Altria and any other Released Party by the Settling Government Entity Plaintiffs without any admission of wrongdoing or liability;

WHEREAS, Altria believes the terms of this Settlement Agreement are fair, reasonable, and adequate with respect to the claims asserted by the Settling Government Entity Plaintiffs against Altria and other Released Parties; and

WHEREAS, the Parties believe that the terms of this Settlement Agreement involve good and fair consideration on behalf of all Parties;

NOW, THEREFORE, the Parties stipulate and agree to the terms and conditions set forth herein.

## 1. **DEFINITIONS**

As used in this Settlement Agreement, and in addition to the definitions set forth in the Preamble and Recitals above, capitalized terms shall have the following definitions and meanings or such definitions and meanings as are accorded to them elsewhere in this Settlement Agreement. Terms used in the singular shall be deemed to include the plural and vice versa.

1.1 “**Alleged Harms**” has the meaning given to such term in Section 4.6.2.

1.2 “**Attorneys’ Fees and Expenses**” means the reasonable attorneys’ fees and documented litigation expenses of counsel, including but not limited to members of the Plaintiffs’ Steering Committees (or their equivalent) in MDL No. 2913 and JCCP No. 5052, incurred in connection with litigation against any Released Party, and in connection with this Settlement Agreement, that are recoverable pursuant to MDL Case Management Order No. 5, Case Management Order No. 5(a) and the parallel JCCP orders (and all amendments thereto), or individual contracts.

1.3 “**Business Day**” means any day that is not a Saturday, a Sunday or other day on which commercial banks in the City of New York, New York are required or authorized by law to be closed.

1.4 “**Claims**” has the same meaning as that term is given in Exhibit 1.

1.5 “**Claims Administration Procedures (CAP)**” shall be established by the Government Entity Settlement Administrator and made available to all Plaintiffs’ Counsel and Parties to provide more detailed guidance on procedures and timing including procedures for curing any defects in claim and other submissions.

1.6 “**Class**” has the same meaning as that term is given in Exhibit 4.

1.7 “**Class Settlement Agreement**” means the document attached hereto as Exhibit 4.

1.8 “**Counsel Certification Form**” means the form attached as Exhibit 5, which includes Subpart I (Additional Case Identification) and Subpart II (certification that they do not presently have other clients they represent for whom they plan to file cases against Altria or other Released Party alleging Released Claims and Liabilities).

1.9 “**Defense Counsel**” shall mean counsel for Altria.

1.10 “**Designated Appropriate Official**” means the official having been appointed by the Settling Government Entity Plaintiff in accordance with Treasury Regulations Section 1.6050X-1(f)(1)(ii)(B).

1.11 “**Eligible Government Entity Plaintiff**” means all Government Entities (1) who have filed a cause of action against Altria as of May 10, 2023, whether or not those claim(s) or causes of action have been consolidated into *In re: JUUL Labs, Inc. Marketing, Sales Practices & Products Liability Litigation*, Case No. 19-md-02913-WHO (N.D. Cal.) or *JUUL Labs Product Cases*, JCCP No. 5052 (Cal. Super., Los Angeles County); or (2) are represented by Plaintiffs’ Counsel to pursue a cause of action against Altria and/or any other Released Party and executed a signed retainer as of May 10, 2023, but excluding the San Francisco Unified School District, which is entering a separate settlement agreement.

1.12 “**Final Approval**” or “**Final Approval Order and Judgment**” has the meaning given to that term in Exhibit 4.

1.13 “**First Payment Date**” has the meaning given to such term in Section 3.1.

1.14 “**Government Entity**” means all U.S. domestic government entities, including but not limited to school districts, counties, cities, and municipalities (but not including Native American Tribes, U.S. States, or U.S. territories).

1.15 “**Government Entity Settlement Administrator**” means BrownGreer PLC.

1.16 “**Government Entity Qualified Settlement Account**” shall be the account established and funded in accordance with Section 8.

1.17 “**Gross Settlement Amount**” means \$168,250,000.

1.18 “**Implementation Order**” means an order substantially similar to Case Management Order No. 16 (Implementing JLI Settlement) to be jointly proposed by the Parties within five (5) Business Days of the Execution Date, the function of which is to implement this Settlement Agreement.

1.19 “**Individual Government Entity Settlement Payment**” has the same meaning as that term is given in Exhibit 1.

1.20 “**JCCP Court**” means the court overseeing JCCP No. 5052.

1.21 “**JCCP No. 5052**” means the coordinated proceeding captioned *JUUL Labs Product Cases*, Judicial Counsel Coordination Proceeding No. 5052, pending in the Superior Court of California, County of Los Angeles, Department 11, all cases that are part of that proceeding, and Potential/Related JCCP No. 5052 Cases.

1.22 “**JUUL Product**” means any product designed, manufactured, produced, advertised, marketed, distributed, or sold by JLI or under the logo of JUUL, including but not limited to “JUUL”-branded devices and “JUUL”-branded pods.

1.23 “**Liabilities**” has the meaning given to such term in Exhibit 1.

1.24 “**MDL Court**” means Judge William H. Orrick of the U.S. District Court for the Northern District of California, who is overseeing MDL No. 2913.

1.25 “**MDL No. 2913**” means the coordinated proceeding captioned *In re: Juul Labs Inc., Marketing, Sales Practices, and Products Liability Litigation*, Case No. 3:19-md-02913, pending in the U.S. District Court for the Northern District of California, all cases that are part of that proceeding, and Potential/Related MDL No. 2913 Cases.

1.26 “**Mediator**” means the mediator appointed by the MDL Court, Thomas J. Perrelli.

1.27 “**Non-Settling Cases Order**” means an order to be proposed by Altria to the MDL Court and JCCP Court within 30 days of the Execution Date, substantially similar to Case Management Order No. 17 (Case Management Order for Any Ongoing Litigation Against Settling Defendants).

1.28 “**Opt-Outs And Rights Of Withdrawal Agreement**” means the document attached hereto as Exhibit 3.

1.29 “**Person**” means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, any business or legal entity, and such individual’s or entity’s owners, members, partners, shareholders, spouse, heirs, predecessors, successors, representatives, and assignees.

1.30 “**Plaintiff Fact Sheet**” means the Plaintiff Fact Sheet required under the MDL Court’s Case Management Order No. 13.

1.31 “**Plaintiffs’ Counsel**” means each and every law firm that is counsel for at least one plaintiff in MDL No. 2913 or JCCP No. 5052.

1.32 “**Plaintiffs’ Leadership**” means the Plaintiffs’ Co-Lead Counsel in MDL No. 2913 (Sarah London, Dena Sharp, Ellen Relkin, and Dean Kawamoto, collectively “**MDL Co-Lead Counsel**”), and Public Entity Plaintiffs Co-Lead Counsel in JCCP No. 5052 (John Fiske and Rahul Ravipudi, collectively, “**JCCP Government Entities Leadership**”).

1.33 “**Potential/Related JCCP No. 5052 Cases**” means all Eligible Government Entity Plaintiffs’ cases that were filed in or related to or could have been filed in or related to JCCP No. 5052.

1.34 “**Potential/Related MDL No. 2913 Cases**” means all Eligible Government Entity Plaintiffs’ cases that were filed in or related to or could have been filed in or related to MDL No. 2913.

1.35 “**Preliminary Approval Motion**” has the meaning given to such term is given in Exhibit 4.

1.36 “**Preliminary Approval Order**” means an order entered by the MDL Court, preliminarily approving the Class Settlement Agreement and certifying the Settlement Class.

1.37 “**Release**” means a release substantially in the form of Exhibit 1, which shall jointly and severally release and forever discharge and hold harmless any Released Parties of and from any and all Released Claims and Liabilities.

1.38 “**Released Claims and Liabilities**” has the same meaning as that term is given in Exhibit 1.

1.39 “**Released Conduct**” means conduct by a Released Party that occurred on or before the date on which the Releases described in Section 10.2 take effect.

1.40 “**Released Parties**” means Altria; each and all of its predecessors, successors, and assigns; each and all of its past, present, and future direct or indirect subsidiaries, affiliates, joint ventures, partnerships, and related companies; and each and all of their past, present and future principals, partners, officers, managers, directors, supervisors, employees, stockholders, advisors, agents, representatives, administrators, advertisers, distributors, attorneys, and members, and insurers. Subject to and without limiting the foregoing sentence, **Released Parties** does not include Juul Labs, Inc. or any of its past, present, and/or future affiliates, assigns, predecessors, successors, related companies, subsidiary companies, directors, officers, employees, shareholders, advisors, advertisers, attorneys, insurers, and agents.

1.41 “**Settlement Agreements**” means this Government Entity Settlement Agreement, the settlement agreement reached between the Parties and Personal Injury Plaintiffs, and the Class Settlement Agreement.

1.42 “**Settlement Program**” means the program and procedures described in this Settlement Agreement.

1.43 “**Settling Government Entity Plaintiff**” means an Eligible Government Entity Plaintiff which, upon receipt of the Informed Consent Letter and allocation information chooses to accept its settlement offer through the Settlement Program.

## 2. **RECOMMENDATION OF SETTLEMENT AND OBLIGATIONS**

2.1 No later than July 31, 2023, Plaintiffs' Counsel must complete and send to Plaintiffs' Leadership and Defense Counsel the Counsel Certification Form. This form is not to be interpreted as a restriction on the practice of law. Inclusion of an Eligible Government Entity Plaintiff on this form does not mean it is agreeing to settle its claims. It is instead to clarify the universe of Eligible Government Entity Plaintiffs.

2.2 By August 31, 2023, Plaintiffs' Leadership shall provide to Plaintiff's Counsel a detailed informed consent letter for the Eligible Government Entity Plaintiffs ("**Informed Consent Letter**") compliant with the aggregate settlement rules, describing the settlement, the Gross Settlement Amount allocation, and the settlement process. Each Plaintiff's Counsel must send the Informed Consent Letter, along with the Release, to their respective clients to obtain informed consent.

2.3 The decision to participate in this Settlement ultimately rests with each Eligible Government Entity Plaintiff. This Settlement Agreement is not binding on any Eligible Governmental Entity Plaintiff that, upon the receipt of appropriate disclosures, including allocation information, does not timely provide a valid, executed Release.

## 3. **GOVERNMENT ENTITY SETTLEMENT CONSIDERATION**

3.1 Within sixty (60) days of Final Approval (the "**Payment Date**"), Altria shall cause payment of the Gross Settlement Amount to the Government Entity Qualified Settlement Account.

3.2 Neither Altria nor any other Released Party shall have any additional payment obligations in connection with this Settlement Agreement, including any Attorneys' Fees and Expenses or costs of the Settlement Program. Altria and the other Released Parties shall not, under any circumstances, be responsible for, or liable for, payment of any amount under this Settlement Agreement in excess of the Gross Settlement Amount.

3.3 The Mediator shall recommend an allocation of the Gross Settlement Amount for all Eligible Government Entity Plaintiffs.

3.4 If an Eligible Government Entity Plaintiff declines to participate in this Settlement Program, then an amount equal to that Eligible Government Entity Plaintiff's share of the Government Entity Settlement Amount as determined by the Mediator's final allocation grid shall be deducted from the Government Entity Settlement Amount or (if payment has been made) returned by the Government Entity Qualified Settlement Account to Altria. This provision is without prejudice to Altria's right to withdraw from and terminate this Settlement Agreement in accordance with Exhibit 3.

3.5 In exchange for the benefits being made available by this Settlement Agreement, and after receipt of the Informed Consent Letter and allocation information regarding the Gross Settlement Amount, each Eligible Government Entity Plaintiff that

chooses to participate in the Settlement shall sign and submit a Release and shall dismiss its claims with prejudice, with each party to bear its own costs.

#### **4. SETTLEMENT IMPLEMENTATION**

4.1 Within five (5) Business Days after the Execution Date, the Parties shall submit the Implementation Order to the MDL Court and the JCCP Court for approval. Among other things, the proposed Implementation Order shall jointly request a stay during the pendency of the settlement proceedings contemplated by this Settlement Agreement of (i) the underlying proceedings against Altria and any other Released Party, and (ii) the prosecution of any and all actions and proceedings (including discovery) against Altria and/or any other Released Party brought by anyone for, based upon, relating to, or arising out of any Released Claims and Liabilities. Any stay will remain effective during the pendency of the settlement proceedings contemplated by this Settlement Agreement, the Personal Injury Settlement Agreement, and the Class Settlement Agreement, including but not limited to any timely appeal of the Final Approval Order and Judgment, unless modified by further order of the MDL Court, the JCCP Court, or any other appropriate courts.

4.2 Within 30 days after the Execution Date, Defense Counsel shall submit the Non-Settling Cases Order to the MDL Court and the JCCP Court for approval. Plaintiffs' Leadership may join in submitting the Non-Settling Cases Order but in all events will not oppose entry of the Non-Settling Cases Order so long as it is supported by the Special Master.

4.3 By August 9, 2023, Plaintiffs' Leadership shall provide to Defense Counsel an updated and final list of all Eligible Government Entity Plaintiffs, substantially in the form of Exhibit 6. Plaintiffs' Leadership shall also confirm that all Plaintiffs' Counsel complied with the requirements of Section 2.

4.4 To the extent not already filed, Eligible Government Entity Plaintiffs must file a case by July 31, 2023.

4.5 To the extent not already completed and submitted, Eligible Government Entity Plaintiffs must provide to the Government Entity Settlement Administrator completed and signed Plaintiff Fact Sheets by August 7, 2023. Eligible Government Entity Plaintiffs who do not provide a completed and signed Plaintiff Fact Sheet by this date will be subject to the procedures outlined in the Implementation Order entered in the MDL Court and the JCCP Court, including (following any cure period) dismissal of their Claims with prejudice.

4.6 Each Settling Government Entity Plaintiff shall acknowledge and agree that, notwithstanding anything to the contrary in this Settlement Agreement, including, but not limited to, the scope of the Release:

4.6.1 The Settling Government Entity Plaintiff enters into this Settlement Agreement to avoid delay, expense, inconvenience, and uncertainty of further litigation;

4.6.2 The Settling Government Entity Plaintiff sought compensatory restitution and remediation amounts (within the meaning of 26 U.S.C. § 162(f)(2)(A)) as set forth in each Plaintiffs' complaint, Plaintiff Fact Sheet, and subsequent pleadings, as alleged damages for past, present, and future financial, societal, and other alleged harms and related expenditures allegedly attributable to the design, manufacture, production, advertisement, marketing, distribution, sale, use, and performance of JUUL Products (the "**Alleged Harms**"), and the amounts to be paid under this Settlement Agreement are for such compensatory restitution or remediation and are no greater than the Alleged Harms suffered by the Settling Government Entity Plaintiff.

4.6.3 The amounts paid under this Settlement Agreement as compensatory restitution are to restore, in whole or in part, the Settling Government Entity Plaintiff to the same condition or position it would have been in had it not suffered such Alleged Harms.

4.6.4 No amount to be distributed under this Settlement Agreement to a Settling Government Entity Plaintiff represents reimbursement to any Settling Government Entity Plaintiff for the costs of any investigation or litigation and no portion of the amounts paid under the Settlement Agreement is in lieu of any fine or penalty, and no such amounts are properly characterized as disgorgement or the payment of statutory or other fines, penalties, punitive damages, other punitive assessments (including treble damages).

4.7 For the avoidance of doubt, nothing in this Settlement Agreement may be taken as or construed to be an admission or concession by any Released Party that any of the Alleged Harms have actually been suffered, that any of the Alleged Harms resulted in any of the damages that have been alleged, or that any of the Alleged Harms are attributable to any liability or wrongdoing, including any violation of any law, rule, or regulation, in connection with the design, manufacture, production, advertisement, marketing, distribution, sale, use, and performance of JUUL Products, all of which Altria, on its own behalf and on behalf of any other Released Party, expressly deny.

4.8 For the avoidance of doubt, nothing in this Settlement Agreement may be taken as or construed to be an admission or concession by any Settling Government Entity Plaintiff that the amounts to be paid under this Settlement Agreement fully compensate any Settling Government Entity Plaintiff for the Alleged Harms.

## **5. GOVERNMENT ENTITY SETTLEMENT ADMINISTRATION AND LIMITATIONS**

5.1 The reasonable costs of the Settlement Program, including the administrative costs of the Government Entity Settlement Administrator incurred in connection with the operation of this Settlement Agreement, will be paid from the Government Entity Qualified Settlement Account.



5.2 Benefits will be provided to Settling Government Entity Plaintiffs pursuant to the procedures contained in the Settlement Program.

5.3 The Settlement Administrator, in consultation with the MDL Co-Lead Counsel and Special Master Perrelli, shall issue a Claims Administration Procedure setting forth details required for orderly and fair claim submissions. MDL Co-Lead Counsel and JCCP Government Entities Leadership will provide guidance and direction and interact with the Settlement Administrator.

## **6. REPORTING OBLIGATIONS; ACCESS TO DATA**

6.1 The Government Entity Settlement Administrator shall report monthly, from inception of the Settlement Program completion of payment to all Settlement Government Entity Plaintiffs, to the Parties (as set forth in a separate administrative agreement with the Government Entity Settlement Administrator) on the status of the Settlement Program. Each monthly report shall include no less than the following: (1) Entity name and principal business address of the Settling Government Entity Plaintiff; (2) the number of Counsel Certification Forms; (3) the number of Plaintiff Fact Sheets; and (4) amount paid to each Settling Government Entity Plaintiff. The Settlement Administrator will also make the Counsel Certification Forms and Plaintiff Fact Sheets available to the Parties through a secure online portal.

6.2 In addition to and without limiting the audit rights described in Section 18, Defense Counsel shall be entitled to review all Counsel Certification Forms (including all exhibits and attachments thereto), Plaintiff Fact Sheets, and all Plaintiff Fact Sheet related materials submitted in connection with the Settlement Program. By participating in the Settlement Program, each Settling Government Entity Plaintiff consents to the disclosure of such Settling Government Entity Plaintiff's documents and information, as described in this Settlement Agreement. The Settlement Administrator will also make the Counsel Certification Forms and Plaintiff Fact Sheets available to Defense Counsel through a secure online portal.

6.3 Defense Counsel shall not have any other right to access that Settling Government Entity Plaintiff's documents and information, except as required by law or ordered by the MDL Court or JCCP Court.

6.4 Nothing in this Settlement Agreement shall limit either Altria's or Defense Counsel's rights or access to any non-Settling Government Entity Plaintiff's documents and information, including any documents or information the non-Settling Government Entity Plaintiffs are required to provide under the Implementation Order, the Non-Settling Cases Order, Case Management Order 17, or any similar orders.

## **7. DEADLINES**

7.1 Unless otherwise ordered by the MDL Court, or agreed by the Parties, the following deadlines shall apply. In the case of a discrepancy between the table below and the text of this Settlement Agreement, the dates in the table below control.

7.2 For the avoidance of doubt, if any deadline would end on a day that is not a Business Day, then the deadline is extended to the first day that is a Business Day.

<b>ACTION</b>	<b>DEADLINE</b>
<b>Parties shall submit the Implementation Order to the MDL Court and the JCCP Court for approval</b>	5 Business Days after Execution Date
<b>Return completed and signed Counsel Certification Form to the Government Entity Settlement Administrator</b>	July 31, 2023
<b>All unfiled Eligible Government Entity Plaintiffs must file their cases, if not already filed</b>	July 31, 2023
<b>Eligible Government Entity Plaintiffs must submit Fact Sheets</b>	August 7, 2023
<b>First Termination Option Deadline</b>	Within 15 days of any MDL Court denial of the Motion for Preliminary Approval of the Class Action Settlement
<b>Government Entity Eligibility Verification</b>	August 9, 2023
<b>Final Government Entity Allocation Completed</b>	August 10, 2023
<b>Government Entity Informed Consent Letter and Release Package to be ready for distribution</b>	August 14, 2023
<b>Government Entity Release Due to Settlement Administrator, to be held in Escrow Pending Receipt of Government Entity Settlement Amount into the Government Entity Settlement Trust</b>	November 30, 2023

<b>Settlement Administrator to provide to Altria and Plaintiffs' Leadership a list of all Eligible Government Entity Plaintiffs who did not submit Releases</b>	December 1, 2023
<b>First date that Altria may exercise Second Termination Option</b>	30 Days after the Class Opt-Out Period Ends
<b>Altria Second Termination Option Deadline</b>	Within the deadline set pursuant to the Opt-Outs And Rights Of Withdrawal Agreement
<b>Payment by Altria to the Government Entity Qualified Settlement Account of the Gross Settlement Amount</b>	Within 60 days of Final Approval
<b>Releases Become Effective</b>	Upon payment of the Government Entity Settlement Amount to the Government Entity Qualified Settlement Account

**8. GOVERNMENT ENTITY QUALIFIED SETTLEMENT ACCOUNT**

8.1 The Parties have agreed to the establishment of a Government Entity Qualified Settlement Account. The Government Entity Qualified Settlement Account is intended to constitute a “qualified settlement fund” within the meaning of Treasury Regulation Section 1.468B-1 and shall remain subject to the continuing jurisdiction of the MDL Court.

8.2 Disbursements from the Government Entity Qualified Settlement Account shall be made in accordance with the Settlement Program in accordance with this Settlement Agreement.

8.3 The Government Entity Qualified Settlement Account shall be held at a federally-insured bank acceptable to the Parties.

8.4 Any interest that accrues on amounts in the Government Entity Qualified Settlement Account shall be deemed to be part of the Government Entity Qualified Settlement Account.

8.5 The Government Entity Settlement Administrator shall provide Altria and Defense Counsel with such information, in writing, regarding allocations of the Government Entity Qualified Settlement Amount among the Eligible Government Entity Plaintiffs, and disbursements to the Settling Government Entity Plaintiffs from the Government Entity Account, on a monthly basis, including without limitation lists of each of the Eligible Government Entity Plaintiffs together with the amounts allocable and/or distributable to each under this Settlement Agreement.

8.6 In no event shall Altria or any other Released Party have any liability to any Government Entity Plaintiff or its counsel regarding the allocation of any Government Entity Settlement Payment, allocation of Attorneys' Fees and Expenses, or timing of payment from the Government Entity Qualified Settlement Account.

## **9. PARTICIPATION IN THE SETTLEMENT PROGRAM**

9.1 No later than November 30, 2023, all Eligible Government Entity Plaintiffs who, upon receipt of the Informed Consent Letter and allocation information chooses to accept its settlement offer through the Settlement Program, must submit a Release. Each Eligible Government Entity Plaintiff that chooses to accept its settlement allocation through the Settlement Program must submit an executed Release in order to receive compensation and otherwise receive the benefits of the Settlement Program.

9.2 No later than December 1, 2023, the Government Entity Settlement Administrator shall provide to Plaintiffs' Leadership and Altria a list of all Eligible Government Entity Plaintiffs who failed to submit a Release. Any Eligible Government Entity Plaintiff who fails to submit the Release by November 30, 2023 must comply with any orders entered in the MDL Court and the JCCP Court, including any discovery orders.

9.3 By submitting a Release, each Eligible Government Entity Plaintiff shall be deemed to have accepted the Eligible Government Entity Plaintiff's settlement allocation and agreed to be bound by all of the terms and conditions in this Settlement Agreement.

9.4 Provided that the payment discussed in Section 3 are made pursuant to the deadlines in this Settlement Agreement, and subject to Paragraph 3.4, no Released Party shall have any liability for any failure of the Government Entity Settlement Administrator to pay an Individual Government Entity Settlement Payment to any Government Entity Plaintiff; or the amount of any Individual Government Entity Settlement Payment.

9.5 The Government Entity Settlement Administrator shall not disburse any Individual Government Entity Settlement Payment to Counsel for a Government Entity Plaintiff until the Releases described in Section 10 have been submitted by the Government Entity Plaintiff and verified by the Government Entity Settlement Administrator.

**10. RELEASE OF CLAIMS, DISMISSAL WITH PREJUDICE, EXCLUSIVE REMEDY**

10.1 It is expressly understood and agreed that the Parties have entered into this Settlement Agreement in good faith. It is the intent of the Settling Government Entity Plaintiffs, upon the date the Releases become effective pursuant to the terms of this Settlement Agreement and Exhibit 1, and the intent of the Released Parties, that by making this good faith settlement of a disputed matter, the Released Parties shall be relieved from any liability for Released Claims and Liabilities under any theory, whether contribution, indemnification, or other means.

10.2 In exchange for the benefits being made available by this Settlement Agreement, each Settling Government Entity Plaintiff that, upon receipt of the Informed Consent Letter and allocation information chooses to accept its settlement offer through the Settlement Program and otherwise accepts the settlement set forth in this Settlement Agreement (i) shall deliver to the Government Entity Settlement Administrator, for the benefit of Altria and each of the other Released Parties, an executed Release in the form attached as Exhibit 1, which will immediately become effective upon payment of the Government Entity Settlement Amount to the Government Entity Qualified Settlement Account on the Payment Date; and (ii) shall dismiss with prejudice, within thirty (30) days of the Payment Date, provided that the Gross Settlement Amount is paid into the Government Entity Qualified Settlement Account by that date, all claims asserted by the Settling Government Entity Plaintiff against Altria and any other Released Party in their cases, wherever filed, with each Party to bear its own costs, except as otherwise provided herein.

10.3 Upon the effectiveness of the Releases described in Section 10.2, herein, no Released Party shall be subject to liability or expense of any kind to any Settling Government Entity Plaintiff or its respective counsel related to the Released Claims and Liabilities except as provided in this Settlement Agreement.

10.4 Upon the effectiveness of the Releases described in Section 10.2, the Settlement Program shall be the exclusive remedy for the Settling Government Entity Plaintiffs with respect to Released Claims and Liabilities as against any and all Released Parties. No Settling Government Entity Plaintiff shall recover, directly or indirectly, any sums from Altria or any other Released Party for Released Claims and Liabilities other than the consideration received under the terms of this Settlement Agreement. The Settling Government Entity Plaintiffs preserve all rights and remedies that may be available under the other documents contemplated by this Settlement Agreement, and court orders regarding this Settlement Agreement.

10.5 The signatories of this Settlement Agreement on behalf of the Eligible Government Entity Plaintiffs expressly represent and warrant that, subject to the exercise of their independent professional judgment as to the circumstances of individual clients, they will recommend participation in this Settlement Agreement to their Eligible Government Entity clients and will use their commercially reasonable best efforts to timely

submit Releases from all of their clients who elect to enroll. The decision to participate in this Settlement ultimately rests with each Eligible Government Entity Plaintiff.

10.6 Each Settling Government Entity Plaintiff further covenants and agrees that it will not argue, assert, sue, or bring any Claim under any state or federal law to challenge its Release, once effective, described in this Settlement Agreement.

**11. NO PUNITIVE DAMAGES**

11.1 Plaintiffs' Leadership, Plaintiffs' Counsel, and each Settling Government Entity Plaintiff agree that no payment made in connection with this Settlement Agreement is, or shall be deemed to be, attributable to punitive damages.

**12. NO ADMISSION OF LIABILITY**

12.1 Neither this Settlement Agreement, nor any exhibit, document, or instrument delivered in connection with this Settlement Agreement, nor any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of this Settlement Agreement, is intended to or may be construed as or deemed to be evidence of (a) an admission or concession by Altria or any other Released Party of any liability or wrongdoing, or of the truth of any of the Government Entity Plaintiffs' allegations, or (b) an admission or concession by any Government Entity Plaintiff of any lack of merit in those allegations.

12.2 Pursuant to this Settlement Agreement, and pursuant to Federal Rule of Evidence 408, and any other applicable law, rule, or regulation, the fact of entering into or carrying out this Settlement Agreement, and any negotiations and proceedings related hereto, shall not be construed as, offered into evidence as, or deemed to be evidence of, an admission or concession of liability by or against any of the Parties or any other Released Party, or as a waiver of any applicable statute of limitations or repose, and shall not be offered or received into evidence, or considered, in any action or proceeding against any Party in any judicial, quasi-judicial, administrative agency, regulatory or self-regulatory organization, or other tribunal, or proceeding for any purpose whatsoever, other than to enforce the provisions of this Settlement Agreement or the provisions of any related agreement, release, or exhibit hereto. Notwithstanding the foregoing or anything herein to the contrary, the Released Parties may file this Settlement Agreement and use it as evidence in any action that may be brought against them in order to support any defense or counterclaim, including without limitation those based on principles of *res judicata*, collateral estoppel, estoppel, release, good-faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

**13. REPRESENTATIONS AND WARRANTIES**

13.1 Plaintiffs' Leadership represent and warrant that they each have the authority to enter into this Settlement Agreement. Further, the Settling Government Entity Plaintiffs in their Releases shall affirm that they have not assigned, in whole or in part, any rights or claims against Altria or any other Released Party, and have not assigned, in whole or in part, any of the Released Claims and Liabilities, subject to the exceptions set forth in

the Release. In the event that an assignee or purported assignee attempts to assert a Settling Government Entity Plaintiff's right or Claim against Altria or any other Released Party, Plaintiffs' Leadership and the Settling Government Entity Plaintiff shall cooperate with Altria and any affected Released Party in their response or defense of the asserted right or Claim.

13.2 Altria represents and warrants that it has the authority, and if applicable the requisite corporate power, to execute, deliver, and perform this Settlement Agreement. The execution, delivery, and performance by Altria of this Settlement Agreement has been duly authorized by all necessary corporate action. This Settlement Agreement has been duly and validly executed and delivered by Altria, and constitutes its legal, valid, and binding obligation.

13.3 This Settlement Agreement is enforceable against all Parties in accordance with its terms.

#### **14. INDEMNITY AND TAXES**

14.1 *Claim-Over.* It is the intent of the Parties that:

14.1.1 Released Parties should not seek contribution or indemnification (other than pursuant to an insurance contract), from other parties for their payment obligations under this Settlement Agreement;

14.1.2 The payment made under this Settlement Agreement shall be the sole payment made by any of the Released Parties to the Settling Government Entity Plaintiffs involving, arising out of, or related to the conduct released herein;

14.1.3 Claims by Settling Government Entity Plaintiffs against non-Parties should not result in additional payments by Released Parties, except where required by contractual indemnification; and

14.1.4 The Settlement Agreement meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties.

14.2 Every Settling Government Entity Plaintiff agrees that, if (a) a Settling Government Entity Plaintiff asserts a Claim relating to the Released Claims and Liabilities against any Person that is not a Released Party (a "**Non-Released Party**") and obtains a resulting judgment (a "**Non-Released Party Judgment**"); and (b) if such Non-Released Party asserts a claim for contribution or indemnity or any similar theory other than contractual indemnification relating to such Non-Released Party's joint liability with such Released Party (a "**Claim- Over**"), then the Settling Government Entity Plaintiff and the Released Party shall take the following steps:

14.2.1 They shall jointly seek a bar order from the MDL Court or such other court as may have jurisdiction reflecting that this settlement is a good faith

settlement and that relevant state laws governing such settlements should be enforced;

14.2.2 Each Settling Government Entity Plaintiff, with respect to any proceeding to which it is a party, shall consent to and join in, and with respect to all other proceedings shall consent to, any motion by Altria or any of the other Released Parties against any Non-Released Party to dismiss any Claim-Over on the grounds that this Settlement Agreement and/or the Settlement moots or otherwise extinguishes any such Claim-Over.

14.2.3 The Parties shall engage a mediator to determine whether some portion of any funds that have been paid as part of the Non-Released Party Judgment should be held in escrow pending resolution of legal issues related to the Claim-Over. In no event shall the escrow funds exceed the lesser of (i) the amount received by the Settling Government Entity Plaintiff under the Settlement Agreement, or (ii) the amount of the Claim-Over Judgment.

14.2.1 In the event that the Non-Released Party obtains a judgment against the Released Party for a Claim-Over related to a Non-Released Party Judgment, the settling Government Entity Plaintiff that won the Non-Released Party Judgment shall reduce the unsatisfied amount of the Non-Released Party Judgment by the lesser of (i) the amount received by the Settling Government Entity Plaintiff under the Settlement Agreement, or (ii) the amount of the Claim-Over Judgment; provided that the amount of such reduction shall in no event be greater than the then-unsatisfied amount of the Non-Released Party Judgment.

14.3 *Non-Party Settlement.* To the extent that on or after the date of this Settlement Agreement any Settling Government Entity Plaintiff settles any Claims it may have against any Non-Released Party relating to the Released Claims and Liabilities and provides a release to such non-party or non-parties (a “**Non-Party Settlement**”), the Settling Government Entity shall (i) include in the Non-Party Settlement a release from such Non-Released Party in favor of the Released Parties (in a form equivalent to the releases contained herein) of any Claim-Over under which Altria or any other Released Party may be liable to pay any part of such Non-Party Settlement or may otherwise be liable to such Non-Released Party with respect thereto, and/or (ii) a provision substantively identical to Section 14.4 of this Settlement Agreement prohibiting pursuit of a claim for contribution or indemnity or any similar theory other than contractual indemnification relating to such Non-Released Party’s joint liability with such Released Party.

14.4 No Released Party shall seek to recover for amounts paid under this Settlement Agreement based on indemnification, contribution, or any other theory from any other party. For the avoidance of doubt, nothing herein shall prohibit a Released Party from recovering amounts owed pursuant to insurance contracts.



14.5 Each Government Entity Plaintiff that accepts the settlement set forth in this Settlement Agreement will be responsible for any tax consequences arising from, related to, or in any way connected with the relief afforded to it under this Settlement Agreement.

14.6 The Parties agree that the Gross Settlement Amount constitutes restitution or remediation within the meaning of 26 U.S.C. § 162(f)(2)(A).

**15. CONTINUING JURISDICTION**

15.1 The MDL Court shall retain jurisdiction over MDL No. 2913, the Government Entity Settlement Administrator, the Government Entity Qualified Settlement Account, this Settlement Agreement, and the Parties for the purpose of administering, supervising, construing and enforcing this Settlement Agreement.

15.2 The Parties further agree that (i) the MDL Court shall retain jurisdiction over any Government Entity Plaintiff with a case in MDL No. 2913 that was eligible to participate in this Settlement Agreement, but elected not to participate, until such time, if ever, that the MDL Court determines that remand to the home jurisdiction for trial is appropriate after full fact and expert discovery has occurred in the MDL Court; and (ii) the JCCP Court shall retain jurisdiction over any Government Entity Plaintiff with a case in JCCP No. 5052 that was eligible to participate in this Settlement Agreement, but elected not to participate, subject to any right of removal that may exist and/or any exercise of that right.

**16. SUBMISSION TO AUTHORITY OF MDL COURT AND JCCP COURT**

16.1 Each Party and each Settling Government Entity Plaintiff and its Counsel, agrees that authority over the process contemplated by the Settlement Program, including any Claims submitted under the Settlement Program, resides with those Persons appointed pursuant to this Settlement Agreement to exercise that authority, as such authority is specified in this Settlement Agreement.

16.2 By submitting a Release and settling its claims through the Settlement Program, each Settling Government Entity Plaintiff consents to personal jurisdiction and venue in the MDL Court and, to the extent the MDL Court lacks subject-matter jurisdiction, the JCCP Court.

16.3 Except as specifically provided in this Settlement Agreement, any dispute that arises under or otherwise in connection with (i) this Settlement Agreement, (ii) any Release, (iii) the Settlement Program, and/or (iv) any other administrative agreement under which disputes are agreed to be handled in the manner set forth in this Section 16, shall be submitted to the MDL Court or, to the extent the MDL Court lacks subject-matter jurisdiction, the JCCP Court.

16.4 Nothing in this Section alters or amends the provisions in MDL Case Management Order Nos. 5 and 5(a), and all amendments thereto, with respect to MDL jurisdiction over common benefit fees and costs, nor the parallel provisions of JCCP Case Management Order Nos. 5 and 8. It is recognized that MDL and JCCP leadership may seek

amendment of common benefit orders to alter the apportionment between fees and costs or to increase the total assessment.

**17. FEES AND EXPENSES OF COUNSEL**

17.1 Neither Altria nor any other Released Party shall have any responsibility whatsoever for the payment of Attorneys' Fees and Expenses.

17.2 Nothing in this Settlement Agreement shall be read to prohibit or impair the payment of Attorneys' Fees and Expenses by Settling Government Entity Plaintiffs out of the settlement proceeds.

17.3 The Government Entity Settlement Administrator shall deduct common benefit funds from each allocation from the Government Entity Qualified Settlement Account made to a Settling Government Entity Plaintiff. The Government Entity Settlement Administrator shall place those funds into separate sub-accounts created and held by the Settlement Account, pursuant to MDL Case Management Order Nos. 5 and 5(a) and the parallel JCCP Case Management Orders, including all amendments thereto.

17.4 Counsel with a basis to seek the payment of Government Entity Plaintiffs' Attorneys' Fees and Expenses from the common benefit fund may apply to the MDL Court or the JCCP Court for an award of Government Entity Plaintiffs' Attorney's Fees and Expenses pursuant to MDL Case Management Order Nos. 5 and 5(a) and the parallel JCCP Case Management Orders, including all amendments thereto.

17.5 Any Government Entity Plaintiffs' Attorneys' Fees and Expenses incurred and awarded by the MDL Court or the JCCP Court pursuant to Section 17.3 shall be paid from deductions made pursuant to Section 17.2 and paid into the relevant sub-account from the Government Entity Qualified Settlement Account and shall not increase the aggregate amount of consideration to be paid by Altria, which is the amount specified pursuant to Section 3 hereof. Payment into the Government Entity Qualified Settlement Account shall satisfy any obligations upon Altria related to any common benefit order, including any holdback obligations pursuant to Case Management Order No. 5, Case Management Order No. 5(a) and the parallel JCCP orders (and all amendments thereto).

17.6 Upon Altria's request, and with Plaintiffs' Leadership's contemporaneous consent, the Government Entity Settlement Administrator shall provide Altria with such information, in writing, regarding amounts allocated to common benefit funds under this Section 17, and any Attorneys' Fees and Expenses that are paid from the Government Entity Settlement Account, as Altria may request from time to time.

**18. QUALITY CONTROL AND AUDIT PROCEDURES**

18.1 Each Party shall have the absolute right and discretion at any time or from time to time, but at its expense, to itself conduct, or have conducted by an independent auditor, audits to verify one or more Claims submitted under the Settlement Program or any aspect thereof.

18.2 Each of the Parties and their respective representatives (including any auditing firm(s) that a Party may retain) shall, in connection with any exercise by it of any of its rights under this Section, at its request and expense, and at any time or from time to time, be afforded complete access to and permitted to inspect Counsel Certification Forms, Plaintiff Fact Sheets, and all related materials of each Government Entity Plaintiff submitted in connection with the Settlement Program. The Government Entity Settlement Administrator shall fully cooperate with any such audit. Additional materials related to the Government Entity Plaintiffs in connection with the Settlement Program may be made available to Altria or its representatives with Plaintiff's Leadership's consent.

18.3 Each Party shall notify the other, and the Government Entity Settlement Administrator, of any audit that it is conducting or having conducted pursuant to this Section 18 and which Claims (if any in particular) are to be audited.

18.4 If following completion of its audit of a Claim, a Party is of the view that any indicia of deception, dishonesty or fraud relating to any Claim or in any way to the Settlement Program exist, that Party may bring such matter to the attention of the Government Entity Settlement Administrator for possible action and/or may seek intervention of the MDL Court or the JCCP Court, if the MDL Court lacks subject-matter jurisdiction.

18.5 Plaintiffs' Leadership, Altria, and the Government Entity Settlement Administrator each shall have the right to petition the MDL Court (or, if the MDL Court does not have jurisdiction over the relevant parties, the JCCP Court) for appropriate review and relief in the event of the detection of any indicia of deception, dishonesty or fraud relating to any Claim or in any way to the Settlement Program.

**19. LIENS**

19.1 Each Government Entity Plaintiff shall, before receiving any settlement proceeds under this Settlement Agreement, certify that no individual or entity holds any Lien with respect to any payments from the Government Entity Qualified Settlement Account (and/or the right to receive such payments).

19.2 In any event and any term of this Settlement Agreement to the contrary notwithstanding, satisfaction and discharge of any and all Liens, whether past, present or future, whether known or unknown or asserted or unasserted, with respect to any Settlement Payment (and/or the right to receive any Settlement Payment) are the sole responsibility of each Government Entity Plaintiff. In relation to any particular Government Entity Plaintiff, satisfaction and discharge of any and all Liens must be established to the satisfaction of the Government Entity Settlement Administrator before any Settlement Payment can be disbursed to such Government Entity Plaintiff.

**20. TERMINATION**

20.1 In the event the MDL Court does not enter a Preliminary Approval Order in the Class Action Settlement, then any Party may terminate this Settlement Agreement within 15 days of the MDL Court's denial of Motion for Preliminary Approval Order

(“**Altria First Termination Option Deadline**”). If a Party terminates this Settlement Agreement, the terms and provisions of this Settlement Agreement will have no further force or effect with respect to the Parties and will not be used in this litigation or in any other proceeding for any purpose, and any order entered by the MDL Court or the JCCP Court in accordance with the terms of this Settlement Agreement will be treated as vacated, *nunc pro tunc*.

20.2 In the event that either the MDL Court or the JCCP Court do not approve and enter the Non-Settling Cases Order, Altria shall have the right in its sole discretion to withdraw from and terminate this Settlement Agreement.

20.3 In the event that the Class Settlement Agreement is not approved, does not reach Final Approval, or that its approval is conditioned on any material modifications that are not acceptable to the parties to the Class Settlement Agreement, Altria shall have the absolute and unconditional option and right to unilaterally terminate and render void the Class Settlement Agreement, Personal Injury Settlement Agreement, and/or the Government Entity Settlement Agreement.

20.4 This Settlement Agreement may be terminated pursuant to the Opt-Outs And Rights Of Withdrawal Agreement, and shall be governed by the deadlines set forth therein (“**Altria Second Termination Option Deadline**”). In no event shall the Altria Second Termination Option Deadline close until thirty (30) days after the Settlement Administrator provides the information required in Section 9.2.

20.5 If this Settlement Agreement is terminated for any reason, the status of the Claims or causes of action filed by Government Entity Plaintiffs in MDL No. 2913 and JCCP No. 5052 shall revert to as they were on the Business Day prior to the execution of this Settlement Agreement, without prejudice to any of the positions of the Parties. In such event, the terms and provisions of this Settlement Agreement will have no further force or effect with respect to the Parties and will not be used in this litigation or in any other proceeding for any purpose.

## **21. THIRD-PARTY BENEFICIARIES; ASSIGNMENT**

21.1 Any Released Party who is not a signatory to this Settlement Agreement is a third-party beneficiary of this Settlement Agreement, and is entitled to all of the rights and benefits under this Settlement Agreement. Further, any such Released Party may enforce any and all provisions of this Settlement Agreement as if that Released Party was a direct party to this Settlement Agreement.

21.2 Other than Section 21.1, no provision of this Settlement Agreement or any Exhibit thereto is intended to create any third-party beneficiary to this Settlement Agreement.

21.3 This Settlement Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. No right to receive a payment from the Government Entity Qualified Settlement Account may be assigned by any Government Entity Plaintiff and/or its Counsel without

the prior written consent of Altria, except as set forth in the Release. Any assignment in violation of this Section shall be null and void.

**22. AMENDMENT; NO IMPLIED WAIVER**

22.1 This Settlement Agreement may be amended by (and only by) an instrument signed by Altria, on the one hand, and Plaintiffs' Leadership, on the other hand.

22.2 Except where a specific period for action or inaction is provided herein, no failure on the part of a Party to exercise, and no delay on the part of either Party in exercising, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any waiver on the part of any Party of any such right, power or privilege, or any single or partial exercise of any such right, power or privilege, preclude any other or further exercise thereof or the exercise of any other right, power or privilege; nor shall any waiver on the part of a Party, on any particular occasion or in any particular instance, of any particular right, power or privilege operate as a waiver of such right, power or privilege on any other occasion or in any other instance.

**23. OTHER OBLIGATIONS; MISCELLANEOUS**

23.1 Neither this Settlement Agreement nor the settlement set forth within it, nor any act performed or document executed pursuant to or in furtherance of this Settlement Agreement or the settlement set forth within it, nor any negotiations leading to this Settlement Agreement, is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claims and Liabilities, or of any fault, omission, fact, wrongdoing or liability of Altria or other Released Party in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal.

23.2 All agreements made and orders entered in connection with MDL No. 2913 and/or JCCP No. 5052 relating to the confidentiality of information survive this Settlement Agreement.

23.3 All of the Exhibits and Appendices to this Settlement Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

23.4 This Settlement Agreements, including attached Exhibits and any Release executed in connection with the Settlement Agreements, supersede any previous agreements and understanding among the Parties with respect to the subject matter of the Settlement Agreements and the settlements set forth within them, including the Parties' Settlement Term Sheet signed May 10, 2023.

23.5 Any notice, request, instruction, reporting called for under this Settlement Agreement, or other document to be given by any Party to this Settlement Agreement or by the Government Entity Settlement Administrator, to any other Party to this Settlement Agreement shall be in writing and delivered by an overnight delivery service, with a courtesy copy via electronic mail to:

**If to Government Entity Plaintiffs:**

Sarah London  
LIEFF CABRASER HEIMANN &  
BERNSTEIN, LLP  
275 Battery Street, Fl. 29  
San Francisco, CA 94111  
(415) 956-1000

Dena Sharp  
GIRARD SHARP LLP  
601 California St., Suite 1400  
San Francisco, CA 94108  
(415) 981-4800

Dean Kawamoto  
KELLER ROHRBACK L.L.P.  
1201 Third Ave., Ste. 3200  
Seattle, WA 98101  
(206) 623-1900

Ellen Relkin  
WEITZ & LUXENBERG  
700 Broadway  
New York, NY 10003  
(212) 558-5500

John Fiske  
BARON & BUDD, P.C.  
11440 West Bernardo Court, Suite 265  
San Diego, CA 92127  
(858) 225-7200

Rahul Ravipudi  
PANISH SHEA BOYLE RAVIPUDI LLP  
11111 Santa Monica Blvd #700,  
Los Angeles, CA 90025  
(310) 928-6200

**If to Altria:**

Robert McCarter  
Senior VP & Associate General Counsel  
Altria Client Services  
robert.a.mccarter@altria.com

-and-

APKS-PMService  
Arnold & Porter Kaye Scholer LLP  
601 Massachusetts Ave., NW  
Washington, DC 20001-3743  
APKS-PMService@arnoldporter.com

23.6 This Settlement Agreement is the result of a mutual negotiation between counsel for the Parties. Any ambiguity in this Settlement Agreement shall not presumptively be construed in favor of or against any Party as the drafter of this Settlement Agreement.

23.7 Except as provided in Section 24.2, the provisions of this Settlement Agreement are not severable.

#### **24. WAIVER OF INCONSISTENT PROVISIONS OF LAW**

24.1 To the fullest extent permitted by applicable law, each Party and each Settling Government Entity Plaintiff waives any provision of law (including the common law), which renders any provision of this Settlement Agreement invalid, illegal or unenforceable in any respect.

24.2 Any provision of this Settlement Agreement which is prohibited or unenforceable to any extent or in any particular context shall be ineffective, but such ineffectiveness shall be limited as follows: (i) if such provision is prohibited or unenforceable only in or as it relates to a particular jurisdiction, such provision shall be ineffective only in or as it relates to (as the case maybe) such jurisdiction and only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability in or as it relates to (as the case may be) such jurisdiction shall not otherwise invalidate or render unenforceable such provision (in such or any other jurisdiction); (ii) if (without limitation of, and after giving effect to, clause (i)) such provision is prohibited or unenforceable only in a particular context (including only as to a particular Person or Persons or under any particular circumstance or circumstances), such provision shall be ineffective, but only in such particular context; and (iii) without limitation of clauses (i) or (ii), such ineffectiveness shall not invalidate any other provision of this Settlement Agreement. Without limitation of the preceding sentence, it is further the desire, and intent and agreement, of the Parties that if the MDL Court determines that any provision of this Settlement Agreement is prohibited or unenforceable to any extent or in any particular context but in some modified form would be enforceable, the MDL Court shall have the power to, and shall, (x) modify such provision for purposes of such proceeding in accordance with clauses (i), (ii) and (iii) of the preceding sentence and otherwise to the

minimum extent necessary so that such provision, as so modified, may then be enforced in such proceeding, and (y) enforce such provision, as so modified pursuant to clause (x), in such proceeding. In any event, upon any such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Settlement Agreement so as to effect the original intent of the Parties as closely as possible to the fullest extent permitted by applicable law. Nothing in this Section 24.2 is intended to, or shall, limit (1) Section 24.1 or (2) the intended effect of Section 24.3 (Governing Law).

24.3 All the terms of this Settlement Agreement shall be governed by and interpreted according to the laws of the State of California, except to the extent federal law applies, unless prohibited by law.

## **25. MISCELLANEOUS PROVISIONS**

25.1 The Parties, through their counsel, have negotiated all of the terms and conditions of this Settlement Agreement at arms' length, and have participated in or had the opportunity to participate in the drafting of this Settlement Agreement and related documents. Neither Party shall be considered the sole drafter of this Settlement Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement. This Settlement Agreement shall be deemed to have been mutually prepared by the Parties and shall not be construed against either of them by reason of authorship.

25.2 No waiver, modification, or amendment shall be deemed to result from the conduct of the Parties, nor shall a waiver of any one default, obligation, or payment be construed as a waiver of the right to demand strict performance in the future.

25.3 Except as otherwise expressly provided herein, this Settlement Agreement may not be rescinded, cancelled, terminated, supplemented, amended, or modified in any manner whatsoever without the prior written consent of the Parties hereto. This Settlement Agreement may not be altered, modified, or changed in any way except by a writing signed by Plaintiffs' Leadership and Altria and expressly referencing this Settlement Agreement.

25.4 It is understood and agreed by the Parties to this Settlement Agreement that the terms of this Settlement Agreement are contractual and not mere recitals.

25.5 The captions or titles of the sections, paragraphs or subparagraphs in this Settlement Agreement are inserted and included solely for convenience and shall not be considered or given any effect in construing the provisions of the document.

25.6 All the exhibits and appendices to this Settlement Agreement are incorporated herein by reference as if set forth herein verbatim, and the terms of all exhibits and appendices to are expressly made part of this Settlement Agreement.

25.7 In this Settlement Agreement, unless the context requires otherwise, (a) references to this Settlement Agreement shall include all exhibits, appendices, schedules,



and annexes hereto or referenced herein; (b) references to any law shall include all rules and regulations promulgated thereunder; and (c) references to dollars or “\$” are to United States dollars.

25.8 References to a Section also includes any other sections or subparts within that Section, *e.g.*, a reference to Section 16, includes Sections 16.1, 16.2 and 16.3. References to a subpart of a Section only includes that subpart, *e.g.*, a reference to Section 16.1 does not include Sections 16.2 or 16.3. The definitions contained in this Settlement Agreement or any Exhibit or Appendix hereto are applicable to the singular as well as the plural forms of such terms. The definitions contained in this Settlement Agreement or any Exhibit hereto are applicable to the singular as well as the plural forms of such terms. Words of any gender (masculine, feminine, otherwise) mean and include correlative words of the other genders.

25.9 All representations, warranties, and covenants set forth in this Settlement Agreement shall be deemed continuing and shall survive the date of this Settlement Agreement, or termination or expiration of this Settlement Agreement.

25.10 Each of the Parties agrees, without further consideration, and as part of finalizing the settlement hereunder, to execute and deliver such other documents and take such other actions that may be necessary to consummate and effectuate the subject matter and purpose of this Settlement Agreement.

25.11 This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Settlement Agreement, provided that this Settlement Agreement shall not be complete until it has been signed by everyone for whom a signature line has been provided.

25.12 This Settlement Agreement and any amendments thereto, to the extent signed and delivered electronically or by facsimile shall be treated in all manner and respects as an original Settlement Agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof, delivered in person. Any Release, to the extent signed and delivered electronically or by facsimile, shall be treated in all manner and respects as an original agreement, and shall be considered to have the same binding legal effect as if it were the original signed version thereof, delivered in person, upon delivery by the Government Entity Settlement Administrator to Altria in accordance with the terms of this Settlement Agreement.

25.13 The Government Entity Settlement Administrator shall not modify and/or supplement the Release without obtaining Altria’s written consent, as well as the consent of Plaintiffs’ Counsel. In no event shall the Settlement Program make any change to any Release that would materially alter the substance of such Release.

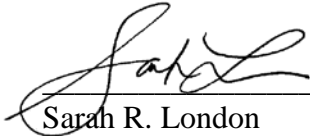
**IN WITNESS WHEREOF**, the Parties have executed this Settlement Agreement.

[Signatures on following pages; remainder of this page intentionally left blank]



ALTRIA GOVERNMENT ENTITY SETTLEMENT AGREEMENT  
SIGNATURE PAGES

**PLAINTIFFS' COUNSEL:**



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Sarah R. London  
MDL Plaintiffs' Liaison and Co-Lead Counsel

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Dena C. Sharp  
MDL Plaintiffs' Co-Lead Counsel

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Ellen Relkin  
MDL Plaintiffs' Co-Lead Counsel

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Dean N. Kawamoto  
MDL Plaintiffs' Co-Lead Counsel

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Thomas P. Cartmell  
MDL Government Entity Liaison Counsel

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Rahul Ravipudi  
JCCP Public Entity Plaintiffs Co-Lead Counsel

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John Fiske  
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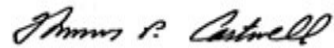
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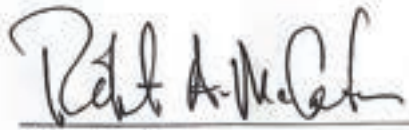
Rahul Ravipudi  
JCCP Public Entity Plaintiffs Co-Lead Counsel



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John Fiske  
JCCP Public Entity Plaintiffs Co-Lead Counsel

**ALTRIA'S COUNSEL**

A handwritten signature in black ink, appearing to read "Robert A. McCarter". The signature is written in a cursive style with a large initial "R".

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Robert McCarter,  
Senior Vice President & Associate General Counsel  
Altria Client Services

# **EXHIBIT 1**

## GOVERNMENT ENTITY RELEASE OF ALL CLAIMS

\_\_\_\_\_, the undersigned Releasor (the “Releasor”), is a plaintiff in the Juul Labs Inc. (“JLI”), Marketing, Sales Practices, and Products Liability Litigation. Releasor has received the disclosure documents regarding the allocation of the Government Entity Settlement Payments including its own expected settlement offer amount and has chosen to participate in the Government Entity Settlement Program<sup>1</sup> set forth in the Government Entity Settlement Agreement dated as of July 26, 2023. Releasor understands that the terms of the Government Entity Settlement Agreement and this Release govern the resolution of Releasor’s claim. Releasor understands and agrees that this Release shall become effective concurrent with Altria’s payment of the Government Entity Settlement Amount described in the Settlement Agreement. Once effective, this Release shall release any and all Claims Releasor and the other Releasing Parties have, or may have in the future, against the Released Parties concerning and/or connected with JUUL Products and/or with any injury Releasor has ever claimed, or may at any time in the future claim, the Released Parties caused in whole or in part, directly or indirectly, concerning and/or connected with JUUL Products, and/or the Released Claims and Liabilities.

Accordingly, in consideration for the Released Parties’ agreement to establish the Government Entity Settlement Program, the significant expenses being incurred by Altria in connection with the Government Entity Settlement Program, and the compensatory restitution or remediation amounts to be received for the Releasor’s claim in connection with the Government Entity Settlement, Releasor hereby gives and makes the following Release. By signing this Release, Releasor understands and acknowledges that although Releasor has received the disclosure documents regarding the allocation of the Government Entity Settlement Amount, including its own expected settlement amount, there is no assurance as to the precise amount of the payment to be made to any claimant under the Government Entity Settlement, and this fact shall in no way affect the validity or effect of this Release.

**Definitions:** As used in this Release, and in addition to the definitions set forth in the Preamble above, capitalized terms shall have the following definitions and meanings or such definitions and meanings as are accorded to them elsewhere in this Release. Terms used in the singular shall be deemed to include the plural and vice versa.

1. “**Altria**” means Altria Group, Inc., Philip Morris USA, Inc., Altria Client Services LLC, Altria Enterprises, LLC, and Altria Group Distribution Company.
2. “**Claims**” means any and all rights, remedies, actions, proceeding under any Law, claims, demands, causes of action, suits at law or in equity, verdicts, enforcement actions, suits of judgments and/or Liens, past, present, and future (including each and every element, component, or enhancement of any of the foregoing), and any fraudulent transfer, conveyance, and related types of claims, of any kind whatsoever.

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<sup>1</sup> Capitalized terms are either (i) defined below, or (ii) in the Settlement Agreement. Capitalized terms that are used but not otherwise defined herein shall have the meanings given such terms in the Settlement Agreement.

3. “**Individual Government Entity Settlement Payment**” means any payment made to a Releasing Party.
4. “**Law**” means a law, statute, ordinance, rule, regulation, case, or other legal provision or authority.
5. “**Liabilities**” means any and all damages, civil fines, penalties, monetary impositions of any nature, expenses, injunctive relief, debts, liabilities, obligations, covenants, promises, contracts, agreements and/or obligations, of any kind whatsoever, past, present, and future (including each and every element, component, or enhancement of any of the foregoing).
6. “**Lien**” means any lien, pledge, charge, security interest, assignment, encumbrance, subrogation right, third-party interest, or other adverse claim of any nature whatsoever against Releasor’s Individual Government Entity Settlement Payment.
7. “**Non-Released Party**” or “**Non-Released Parties**” means Juul Labs, Inc. and any past, present, and future parents, subsidiaries, and affiliates and any Person who is not Altria or a Released Party, including but not limited to other e-cigarette manufacturers, or any other vaping or e-cigarette company, or any of their respective past, present, or future parents, subsidiaries, and affiliates. Nothing in the Settlement Agreement or in any Release is intended to, or does, constitute a release of a Non-Released Party. For the avoidance of doubt, and by way of illustration only, if a Non-Released Party acquires a Released Party, then the Non-Released Party shall acquire the rights and obligations of that Released Party under this Release with respect to Released Conduct without enhancement or limitation.
8. “**Release**” means releases, waivers, acknowledgements, and agreements for the benefit of the Released Parties.
9. “**Released Claims and Liabilities**” means, collectively, (i) Claims that any Releasing Party may have ever had, may now have, or at any time hereafter may have against any Released Party based on, arising out of, or in any way related to the design, marketing, distribution, and sale of JUUL products, Altria’s investment in JLI, Altria’s interactions with JLI or any JLI Related Persons, and any and all of the conduct, events, and transactions relating to the design, marketing, distribution and sale of JUUL products actually alleged or which could have been alleged in the lawsuits against Altria and (ii) Liabilities that any Released Party may have ever had, may now have, or at any time hereafter may have to any Releasing Party based on, arising out of, or in any way related to the design, marketing, distribution, and sale of JUUL products, Altria’s investment in JLI, Altria’s interactions with JLI or any JLI Related Persons, and any and all of the conduct, events, and transactions relating to the design, marketing, distribution and sale of JUUL products actually alleged or which could have been alleged in the lawsuits against Altria, in the case of clause (i) and clause (ii), to any extent, or in any way, arising out of, relating to, resulting from and/or connected with any conduct a Released Party engaged in on or before the date on which this Release takes effect. For the

avoidance of doubt, Released Claims and Liabilities does not include claims against Non-Released Parties.

10. “**Released Parties**” means Altria; each and all of its predecessors, successors, and assigns; each and all of its past, present, and future direct or indirect subsidiaries, affiliates, joint ventures, partnerships, and related companies and each and all of their past, present and future principals, partners, officers, managers, directors, supervisors, employees, stockholders, advisors, agents, representatives, administrators, advertisers, distributors, attorneys, and members, and insurers.
11. “**Releasing Parties**” means (i) Releasor and (ii) any and all Persons and/or entities within the Releasor’s authority to release Claims and/or Liabilities, whether their right to sue is independent, derivative, or otherwise.
12. “**Settlement Agreement**” means the Government Entity Settlement Agreement dated as of July 26, 2023.
13. “**Settlement Program**” means the Government Entity Settlement Program set forth in the Government Entity Settlement Agreement.

**Releases:** Except as set forth in the section “Pursuit of Certain Claims” below, on its own behalf and on behalf of each other Releasing Party, Releasor hereby knowingly and voluntarily releases, relinquishes, and forever discharges the Released Parties from the Released Claims and Liabilities. Further, on its own behalf and on behalf of each other Releasing Party, Releasor hereby releases Released Parties from responsibility or liability for any individual settlement amount allocation, or division, or payment of any individual settlement amount in the Government Entity Settlement Agreement or Government Entity Settlement Program. Provided that nothing in this release eliminates or impairs the obligations of the Released Parties to fund the Government Entity Settlement Program under the Government Entity Settlement Agreement.

Releasor acknowledges that it may in the future learn of additional and/or different facts as they relate to JUUL Products, the Released Parties’ activities as they relate to JUUL Products, and/or any injury Releasor has ever claimed, or may at any time in the future claim, JUUL Products caused in whole or in part. Releasor understands and acknowledges the significance and consequences of releasing all of the Released Claims and Liabilities and hereby assumes full risk and responsibility for any and all such additional and/or different facts and any and all Released Claims and Liabilities that Releasor may hereinafter incur or discover. To the extent that any Law may at any time purport to preserve Releasor’s and/or any other Releasing Party’s right to hereinafter assert any such unknown and/or unanticipated Claims and/or Liabilities, Releasor hereby specifically and expressly waives (to the fullest extent permitted by applicable Law) each Releasing Party’s rights under such Law. Releasor further acknowledges having had an opportunity to obtain advice of counsel of its choosing regarding this waiver, and having discussed it with such counsel to its satisfaction.

On its own behalf and on behalf of each other Releasing Party, Releasor acknowledges and agrees that the releases set forth in this Release are irrevocable and unconditional, inure to the benefit of each Released Party, and are intended to be as broad as can possibly be created.

**WITHOUT LIMITATION OF THE FOREGOING, THIS RELEASE IS SPECIFICALLY INTENDED TO OPERATE AND BE APPLICABLE EVEN IF IT IS ALLEGED, CHARGED, OR PROVED THAT SOME OR ALL OF THE RELEASED CLAIMS AND LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, NEGLIGENCE PER SE, GROSS NEGLIGENCE, BREACH OF WARRANTY, VIOLATION OF LAW, DEFECTIVE PRODUCT, MALICE, AND/OR CONDUCT OF ANY TYPE BY ALTRIA, ANY OF THE OTHER RELEASED PARTIES, ANY RELEASING PARTY AND/OR ANY OTHER PERSON. THIS RELEASE IS SPECIFICALLY INTENDED TO AND DOES INCLUDE, BUT IS NOT LIMITED TO, A RELEASE OF, AND COVENANT NOT TO SUE FOR, ANY LATENT, FUTURE, OR WRONGFUL DEATH CLAIM THAT MAY BE BROUGHT AT ANY TIME OR ON BEHALF OF ANY OF THE RELEASING PARTIES IN CONNECTION WITH ANY OF THE FACTS, EVENTS AND/OR INCIDENTS THAT GAVE RISE TO ANY OF THE RELEASED CLAIMS AND LIABILITIES.**

**Waiver of Civil Code Section 1542: Releasor, along with each of its personal representatives, officers, employees, attorneys, administrators and assigns, expressly waives and relinquishes, to the fullest extent permitted by law, the provisions, rights, and benefits of California Civil Code Section 1542, or any other similar provision under federal or state law, which provides:**

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

**Releasor acknowledges that it may have sustained damages, losses, fees, costs or expenses that are presently unknown and unsuspected, and that such damages, losses, fees, costs or expenses might give rise to claims in the future. Nevertheless, Releasor acknowledges that this Release has been negotiated and agreed upon in light of such possible damages, losses, fees, costs or expenses, and it acknowledges and waives such claims.**

**Characterization of Settlement Payments: Releasor sought compensatory restitution and remediation amounts (within the meaning of 26 U.S.C. § 162(f)(2)(A)) as set forth in its complaint, Plaintiff Fact Sheet, and any subsequent pleadings, as alleged damages for past, present, and future financial, societal, and other alleged harms and related expenditures allegedly attributable to the design, manufacture, production, advertisement, marketing, distribution, sale, use, and performance of JUUL Products (the “**Alleged Harms**”), and the amounts to be paid to Releasor under the Settlement Agreement are for such compensatory restitution or remediation and are no greater than the Alleged Harms suffered by the Releasor. The amounts paid to Releasor are being paid as compensatory restitution to restore, in whole or in part, Releasor to the same condition or position it would have been in had it not suffered such Alleged Harms. No amount paid to Releasor represents reimbursement to Releasor for the costs of any investigation or litigation and no portion of any amount paid to Releasor under this Settlement Agreement is in lieu of any fine or penalty,**

and no such amounts are properly characterized as disgorgement or the payment of statutory or other fines, penalties, punitive damages, other punitive assessments (including treble damages).

**Attorneys' Fees; Division of Any Individual Government Entity Settlement Payment:**

Releasor understands that the Released Parties are not responsible for any attorneys' fees or costs Releasor has incurred or may at any time incur, including, but not limited to, entering into this Release and any other documents. Nothing in this Release shall be read to prohibit or impair the payment of Attorneys' Fees and Expenses by Releasor out of the settlement proceeds. Releasor understands that, with respect to Individual Government Entity Settlement Payment, any dispute regarding the division of such gross Individual Government Entity Settlement Payment between it and its counsel (if any) shall in no way affect the validity of this Release.

**Pursuit of Certain Claims:** Releasor agrees that it will never (i) take any legal or other action to initiate, pursue or maintain, or otherwise attempt to execute upon, collect or otherwise enforce, any of the Released Claims and Liabilities of or against any Released Party; (ii) institute or participate in any new legal action (excluding criminal prosecutions) against any Released Party to any extent, or in any way, arising out of, relating to, resulting from and/or connected to any of the Released Claims and Liabilities; (iii) attempt to execute or collect on, or otherwise enforce, any judgment that may be entered against any Released Party in any legal action described in clause (ii) or its pending legal action against Altria; or (iv) take any legal or other action against any Released Party concerning the administration, settlement allocation, individual settlement amount, or any other aspect of the Government Entity Settlement Program.

**Liens and Other Third-Party Payor Claims:** Releasor agrees that prior to the first time, if any, that a Settlement Payment is made to it, Releasor shall identify to the Government Entity Settlement Administrator for the Government Entity Settlement all Persons and entities known to it to hold or assert any Lien with respect to any Settlement Payment (and/or the right to receive such Settlement Payment) payable to it, through procedures and protocols to be established by the Government Entity Settlement Administrator for the Government Entity Settlement.

Releasor understands and acknowledges that satisfaction and discharge of any and all Liens with respect to any Settlement Payment (and/or the right to receive any Settlement Payment) is its sole responsibility, to be established to the satisfaction of the Government Entity Settlement Administrator before any Settlement Payment (if any) can be disbursed to Releasor.

Prior to the first time, if any, that an Individual Government Entity Settlement Payment is made to it, Releasor shall represent and warrant that any and all Liens with respect to any and all Settlement Payments (and/or the right to receive any and all Settlement Payments) have been satisfied and discharged. Furthermore, upon request to the Government Entity Settlement Administrator, Altria shall be entitled to proof of satisfaction and discharge of any or all such Liens. Documentation of a holdback amount determined by the Government Entity Settlement Administrator shall count as sufficient proof for the release of funds to the Government Entity.

No Released Party shall seek to recover for amounts paid under this Settlement Agreement based on indemnification, contribution, or any other theory from any other party. For the avoidance of doubt, nothing herein shall prohibit a Released Party from recovering amounts owed pursuant to insurance contracts.



Releasor, by accepting the settlement set forth in the Settlement Agreement, accepts that it is responsible for any tax consequences arising from, related to, or in any way connected with the relief afforded to it under this Settlement Agreement.

**Claim-Over:** Releasor agrees if (a) a Settling Government Entity Plaintiff asserts a Claim relating to the Released Claims and Liabilities against any Person that is not a Released Party and obtains a resulting judgment (a “**Non-Released Party Judgment**”); and (b) if such non-released party asserts a claim for contribution or indemnity or any similar theory other than contractual indemnification relating to such non-released party’s joint liability with such Released Party (a “**Claim-Over**”), then the Settling Government Entity Plaintiff and the Released Party shall take the following steps:

1. Releasor shall jointly seek a bar order from the MDL Court or such other court as may have jurisdiction reflecting that this settlement is a good faith settlement and that relevant state laws governing such settlements should be enforced;
2. Releasor, with respect to any proceeding to which it is a party, shall consent to and join in, and with respect to all other proceedings shall consent to, any motion by JLI or any of the other Released Parties against any non-released party to dismiss any Claim-Over on the grounds that this Agreement and/or the Settlement moots or otherwise extinguishes any such Claim-Over;
3. Releasor, jointly with JLI, shall engage a mediator to determine whether some portion of any funds that have been paid as part of the Non-Released Party Judgment should be held in escrow pending resolution of legal issues related to the Claim-Over. In no event shall the escrow funds exceed the lesser of (i) the amount received by Releasor under the Settlement Agreement, or (ii) the amount of the Claim-Over Judgment.
4. In the event that the non-released party obtains a judgment against the Releasing Party for a Claim-Over related to a Non-Released Party Judgment, the settling Government Entity Plaintiff that won the Non-Released Party Judgment shall reduce the unsatisfied amount of the Non-Released Party Judgment by the lesser of (i) the amount received by Releasor under the Settlement Agreement, or (ii) the amount of the Claim-Over Judgment; provided that the amount of such reduction shall in no event be greater than the then-unsatisfied amount of the Non-Released Party Judgment.

**Non-Party Settlement:** To the extent that on or after the date of this Settlement Agreement Releasor settles any Claims it may have against any Non-Released Party relating to the Released Claims and Liabilities and provides a release to such non-party or non-parties (a “**Non-Party Settlement**”), Releasor shall (i) include in the Non-Party Settlement a release from such Non-Released Party in favor of the Released Parties (in a form equivalent to the releases contained herein) of any Claim-Over under which JLI or any other Released Party may be liable to pay any part of such Non-Party Settlement or may otherwise be liable to such Non-Released Party with respect thereto, and/or (ii) a provision substantively identical to Section 14.4 of the Government Entity Settlement Agreement prohibiting pursuit of a claim for contribution or indemnity or any

similar theory other than contractual indemnification relating to such Non-Released Party's joint liability with such Released Party.

**ACKNOWLEDGEMENT OF COMPREHENSION: RELEASOR IS ENTERING INTO THIS RELEASE FREELY AND VOLUNTARILY, WITHOUT BEING INDUCED, PRESSURED OR INFLUENCED BY, AND WITHOUT RELYING ON ANY REPRESENTATION OR OTHER STATEMENT MADE BY OR ON BEHALF OF, ALTRIA OR ANY OTHER PERSON. RELEASOR UNDERSTANDS AND ACKNOWLEDGES THE NATURE, VALUE AND SUFFICIENCY OF THE CONSIDERATION DESCRIBED IN THE SECOND PARAGRAPH IN THIS RELEASE. RELEASOR ACKNOWLEDGES THAT IT HAS READ THIS RELEASE AND THE GOVERNMENT ENTITY SETTLEMENT AGREEMENT, AND RELEASOR HAS HAD AN OPPORTUNITY TO OBTAIN ADVICE FROM, AND ASK QUESTIONS OF, COUNSEL OF ITS CHOOSING REGARDING THE TERMS AND LEGAL EFFECT OF THESE DOCUMENTS AND ITS DECISION TO PARTICIPATE IN THE GOVERNMENT ENTITY SETTLEMENT PROGRAM. RELEASOR FURTHER ACKNOWLEDGES THAT IT HAS DISCUSSED ALL THESE MATTERS WITH THE COUNSEL TO IT EXECUTING A "CERTIFICATION OF COUNSEL" ATTACHED TO THIS RELEASE, AND SUCH COUNSEL HAS ANSWERED ALL ITS QUESTIONS TO ITS SATISFACTION. RELEASOR FURTHER ACKNOWLEDGES THAT IT UNDERSTANDS THIS RELEASE AND AGREEMENT AND THAT ALTHOUGH IT HAS RECEIVED DISCLOSURE DOCUMENTS REGARDING THE ALLOCATION OF THE GOVERNMENT ENTITY FUND AND ITS EXPECTED SETTLEMENT AMOUNT THERE IS NO GUARANTEE OF THE PRECISE AMOUNT OF THE SETTLEMENT PAYMENT THAT IT WILL RECEIVE THROUGH THE SETTLEMENT PROGRAM.**

**Waiver of Certain Provisions Regarding Timing of Any Payments.** If Releasor has any civil action pending in any jurisdiction that has enacted, promulgated, or otherwise adopted any Law containing provisions that establish specific time periods within which settlement funds, if any, must be paid to it in connection with the settlement of such civil action and/or impose sanctions, penalties or other similar obligations against the paying party if the settlement funds are not paid within such time periods and/or invalidate or otherwise affect the terms of the settlement of such civil action, Releasor hereby (i) specifically and expressly waives (to the fullest extent permitted by applicable Law) its rights under any such provisions and (ii) agrees that payment of any Settlement Payment shall be made solely in accordance with the terms and conditions of the Government Entity Settlement Program.

**No Admission of Fault:** Releasor understands and agrees that Altria has entered into this Release and the Government Entity Settlement Agreement solely by way of compromise and settlement. These documents are not and shall not be construed at any time to be, an admission or concession by Altria or any other Released Party of any liability or wrongdoing, or of the truth of any of the Government Entity Plaintiffs' allegations.

**Representations and Warranties:** Releasor hereby represents and warrants that Releasor has full power, authority and capacity to enter into this Release, which is enforceable in accordance with its terms. Except as set forth in the section "Attorneys' Fees; Division of Any Individual

Government Entity Settlement Payment” above, Releasor affirms that it has the sole right to receive any and all Individual Government Entity Plaintiff Settlement Payments with respect to Releasor’s claim under the Settlement Program. Neither Releasor nor any other Releasing Party has sold, assigned, transferred or otherwise disposed of, or pledged or otherwise encumbered, any of the Released Claims and Liabilities in whole or in part.

**GOVERNING LAW: THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAW OF CALIFORNIA, WITHOUT REGARD TO ANY CHOICE-OF-LAW RULES THAT WOULD REQUIRE THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION.**

**Severability:** Releasor agrees that if any provision of this Release is adjudicated to be invalid, illegal or unenforceable in any jurisdiction, the relevant provision shall be deemed modified to the extent necessary to make it enforceable in such jurisdiction and, if it cannot be so modified, this Release shall be deemed amended to delete herefrom the invalid or unenforceable provision, and this Release shall be in full force and effect as so modified. Any such modification or amendment in any event shall apply only with respect to the operation of this Release in the particular jurisdiction in which such adjudication was made and shall not affect such provision in any other jurisdiction. To the fullest extent permitted by applicable Law, Releasor hereby (on its own behalf and on behalf of each other Releasing Party) specifically and expressly waives any provision of Law that renders any provision of this Release invalid, illegal or unenforceable in any respect.

**Electronic Signatures:** This Release, and any exhibits thereto, to the extent signed and delivered electronically or by facsimile, shall be treated in all manner and respects as an original agreement, and shall be considered to have the same binding legal effect as if it were the original signed version thereof, delivered in person.

[The remainder of this page is intentionally left blank.]

Releasor has executed this Release on the date below, to be effective as of the date set forth in the first paragraph of this Release above:

**Instructions:** A person with authority to bind the Releasor to this Government Entity Release of All Claims must: (1) ensure that you entered the complete name of the Government Entity on page one of the Release; (2) type your electronic signature in the field labeled “By:”; (3) type the name of the person signing the Release on behalf of the Government Entity in the field labeled “Name”; (3) type the title of the person signing the Release on behalf of the Government Entity in the field labeled “Title”; (4) type the name of the Government Entity agreeing to this Release in the field labeled “Government Entity Name”; and (4) indicate the date of signature in the last line. Return the signed Release to your lawyer who will review it and provide it to the Government Entity Settlement Administrator.

**RELEASOR:**

By: /s/ \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Government Entity Name: \_\_\_\_\_  
Dated: \_\_\_\_\_

# **EXHIBIT 2**

**INTENTIONALLY OMITTED**

# **EXHIBIT 3**

# **EXHIBIT 4**

## ALTRIA CLASS SETTLEMENT AGREEMENT

This Altria Class Settlement Agreement, entered into as of this 26th day of July, 2023 (the “**Execution Date**”), is made by and between Altria Group, Inc., Philip Morris USA, Inc., Altria Client Services LLC, Altria Enterprises LLC, and Altria Group Distribution Company (collectively “**Altria**”); and the Class Plaintiffs, on behalf of themselves and the proposed Settlement Class, (together with Altria, the “**Parties**”). This Altria Class Settlement Agreement establishes a program to resolve the actions, disputes, and claims that the Class Plaintiffs and their counsel, as well as Settlement Class Members, have or could have asserted against Altria and other Released Parties as defined in Paragraph 1.26 below, and the Settlement Class Released Claims as defined in Paragraph 1.28 below, subject to the terms below.

### RECITALS

WHEREAS, the Class Plaintiffs have brought suit against JUUL Labs, Inc. (“JLI”), Altria, and other defendants seeking legal and equitable relief in connection with the design, manufacture, production, advertisement, marketing, distribution, sale, and performance of JUUL products; Altria’s conduct related to its investment in JLI; and Altria’s interactions with JLI and JLI related persons, *see* Second Amended Consolidated Class Action Complaint (MDL No. 2913, ECF No. 1358);

WHEREAS, Altria has denied and continues to deny any wrongdoing and any liability in connection with the above;

WHEREAS, the Parties to this Altria Class Settlement Agreement, after having (i) litigated cases in connection with the above for over four years (including extensive motion practice); (ii) engaged in substantial discovery, including written discovery, the production of numerous documents, numerous fact and expert depositions, and preparation and disclosure of comprehensive expert reports; (iii) fully briefed and argued class certification, after which four classes of purchasers of JUUL Products were certified, including two nationwide classes asserting claims against Altria, that are currently pending on appeal; (iv) engaged with the Mediator; and (v) engaged in arms-length negotiations, have now reached an agreement providing for a resolution of the above and the Settlement Class Released Claims;

WHEREAS, the Class Plaintiffs and their counsel have conducted a thorough investigation of the relevant law and facts;

WHEREAS, after analyzing the relevant facts and applicable law, and taking into account the burdens, risks, uncertainties, time, and expense of litigation; issues related to the recovery of any judgment after trial; and the merits of the terms set forth herein, the Class Plaintiffs have concluded that the settlement set forth in this Altria Class Settlement Agreement is fair, reasonable, adequate and in the best interests of the Class Plaintiffs, including the proposed Settlement Class;

WHEREAS, Altria has concluded that resolving the claims settled under the terms of this Altria Class Settlement Agreement is desirable to reduce the time, risk, and expense of defending multiple-claim and multiple-party litigation across multiple jurisdictions, and to resolve finally



and completely the cases of the Class Plaintiffs and the proposed Settlement Class without any admission of wrongdoing or liability; and

WHEREAS, the Parties believe that the terms of this Altria Class Settlement Agreement involve good and fair consideration on behalf of all Parties, and that the terms of the Settlement Agreement are fair, reasonable and adequate with respect to the claims asserted by the Class against Altria;

NOW, THEREFORE, the Parties stipulate and agree to the terms and conditions set forth herein, subject to the Court's approval under Fed. R. Civ. P. 23(e).

## 1. **DEFINITIONS**

As used in this Altria Class Settlement Agreement, and in addition to the definitions set forth in the Preamble and Recitals above, capitalized terms shall have the following definitions and meanings, or such definitions and meanings as are accorded to them elsewhere in this Altria Class Settlement Agreement. Terms used in the singular shall be deemed to include the plural and vice versa.

1.1 “**Altria Class Settlement Account**” shall be the account established and funded in accordance with Section 2.

1.2 “**Altria Class Settlement Fund**” or “**Altria Settlement Fund**” means a non-reversionary cash fund of the Altria Gross Class Settlement Amount deposited by Altria into the Class Settlement Account in accordance with Section 2.

1.3 “**Altria Gross Class Settlement Amount**” means \$45,531,250.00.

1.4 “**Altria Net Settlement Fund**” means the Gross Class Settlement Amount, reduced by the sum of the following, as may be approved by the Court: (1) the costs of the Notice Plan and of administering the settlement, and (2) any Fee and Expense Award, and (3) any payments of Service Awards.

1.5 “**Business Day**” means any day that is not a Saturday, a Sunday or other day on which commercial banks in the City of New York, New York are required or authorized by law to be closed.

1.6 “**Class**” or “**Settlement Class**” means that, subject to the Court's approval, and the conditions of this Altria Class Settlement Agreement, the following settlement class, to which the Parties agree and consent pursuant to Fed. R. Civ. P. 23(b)(3):

All individuals who purchased, in the United States, a JUUL Product from a brick and mortar or online retailer before December 6, 2022.

Excluded from the Settlement Class are (a) Altria and any other named defendant in the litigation; (b) officers, directors, employees, legal representatives, heirs, successors, or wholly or partly owned subsidiaries or affiliated companies of Altria and any other named defendant in the

litigation; (c) Class Counsel and their employees; (d) the Court and other judicial officers, their immediate family members, and associated court staff assigned to MDL No. 2913 or JCCP No. 5052; and (e) those individuals who timely and validly exclude themselves from the Settlement Class.

1.7 “**Class Attorneys’ Fees and Expenses**” means the attorneys’ fees and documented litigation expenses of Class and Co-Lead Counsel and any other counsel incurred in connection with class-related litigation against Altria, and in connection with this Altria Class Settlement Agreement sought out of the Altria Settlement Fund.

1.8 “**Class Counsel**” means Dena C. Sharp of Girard Sharp LLP.

1.9 “**Class Settlement Administrator**” means the Person chosen by Class Counsel, with input from Altria, to administer the Notice Plan and claims process.

1.10 “**Court**” means Judge William H. Orrick of the U.S. District Court for the Northern District of California, who is overseeing MDL No. 2913.

1.11 “**Defense Counsel**” shall mean counsel for Altria.

1.12 “**Effective Date**” shall mean the first day after which all of the following events and conditions of this Altria Class Settlement Agreement have occurred or have been met: (i) the Court has entered the Final Approval Order and Judgment, and (ii) the Final Approval Order and Judgment has become final in that the time for appeal or writ of certiorari has expired or, if an appeal or writ of certiorari is taken and this Altria Class Settlement Agreement is affirmed, the time period during which further petition for hearing, appeal, or writ of certiorari can be taken has expired, and (iii) Altria has not terminated either the Government Entity Settlement Agreement or the Personal Injury Settlement Agreement under the terms of the Opt-Out and Rights of Withdrawal Agreements accompanying those settlements. In the event of an appeal or other effort to obtain review, the Parties may agree jointly in writing to deem the Effective Date to have occurred; however, there is no obligation to agree to advance the Effective Date.

1.13 “**Escrow Agent**” shall mean Citibank, N.A.

1.14 “**Fee and Expense Award**” has the same meaning as that term is given in Section 15.1.

1.15 “**Final Approval**” or “**Final Approval Order and Judgment**” means an order and judgment entered by the Court (i) certifying the Settlement Class; (ii) finding this Altria Class Settlement Agreement to be fair, adequate, and reasonable, and finally approving the settlement set forth in this Altria Class Settlement Agreement under Fed. R. Civ. P. 23(e); (iii) finding that the Notice to the Settlement Class was fair, adequate, and reasonable; and (iv) making such other findings and determinations as the Court deems necessary and appropriate to approve the settlement and terms of this Altria Class Settlement Agreement and to release and dismiss with prejudice the Settlement Class Released Claims by any and all Settlement Class Members against all Released Parties, including, without limitation, dismissal with prejudice with each party to bear its own costs of all of the claims alleged in

the Second Amended Consolidated Class Action Complaint, MDL No. 2913 (ECF No. 1358), and any other Settlement Class Released Claims asserted in any other complaints. At the appropriate time, Class Counsel will submit to the Court a Final Approval Order and Judgment substantially similar to the proposed order attached as Exhibit 1.

1.16 “**JCCP No. 5052**” means the coordinated proceeding captioned *JUUL Labs Product Cases*, Judicial Counsel Coordination Proceeding No. 5052, pending in the Superior Court of California, County of Los Angeles, Department 11, and all cases that are part of that proceeding.

1.17 “**JUUL Product**” means any JUUL product designed, manufactured, produced, advertised, marketed, distributed, or sold by JLI or under the logo of JUUL, including but not limited to “JUUL”-branded pods or devices.

1.18 “**MDL No. 2913**” means the consolidated proceeding captioned *In re: Juul Labs Inc., Marketing, Sales Practices, and Products Liability Litigation*, Case No. 3:19-md-02913, pending in the U.S. District Court for the Northern District of California, and all cases that are part of that proceeding.

1.19 “**Mediator**” the mediator appointed by the Court in MDL No. 2913, Thomas J. Perrelli.

1.20 “**Notice Plan**” means the plan for disseminating notice of the settlement embodied in this Altria Class Settlement Agreement to the Settlement Class as approved by the Court.

1.21 “**Opt-Out Deadline**” means the deadline to be established in the Opt-Out Procedure and set forth in the Preliminary Approval Order.

1.22 “**Opt-Outs**” shall mean all Persons who fall within the scope of the Settlement Class, and who have timely and properly exercised their right to exclude themselves from the Class pursuant to the procedure set forth in the Notice Plan.

1.23 “**Person**” means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, any business or legal entity, and such individual’s or entity’s owners, members, partners, shareholders, spouse, heirs, predecessors, successors, representatives, and assignees.

1.24 “**Plan of Allocation**” means the plan for allocating the Altria Net Settlement Fund as approved by the Court.

1.25 “**Preliminary Approval Order**” means an order entered by the Court under Federal Rule of Civil Procedure 23(e)(1)(B) and directing notice to the Settlement Class.

1.26 “**Released Party**” and “**Released Parties**” includes: Altria Group, Inc., Altria Client Services LLC, Altria Enterprises, LLC, Altria Group Distribution Company,

and Philip Morris USA, Inc.; each and all of their predecessors, successors, and assigns; each and all of their past, present, and future direct or indirect subsidiaries, affiliates, joint ventures, partnerships, and related companies; and each and all of their past, present and future principals, partners, officers, managers, directors, supervisors, employees, stockholders, advisors, agents, representatives, administrators, advertisers, distributors, attorneys, members, and insurers. Subject to and without limiting the foregoing sentence, “**Released Parties**” does not include Juul Labs, Inc. or any of its past, present, and/or future affiliates, assigns, predecessors, successors, related companies, subsidiary companies, directors, officers, employees, shareholders, advisors, advertisers, attorneys, insurers, and agents.

1.27 “**Settlement Class Member**” or “**Class Member**” means all Persons who fall within the scope of the Settlement Class, and who do not timely and properly exercise their right to exclude themselves from the Class pursuant to the procedure as set forth in the Notice Plan.

1.28 “**Settlement Class Released Claims**” means any and all known or unknown claims, demands, actions, suits, causes of action, damages whenever incurred or manifesting (whether compensatory or exemplary), liabilities of any nature or under any theory or statute whatsoever, whether under federal, state, or other laws, and including costs, expenses, penalties and attorneys’ fees, in law or equity, that any Settlement Class Member, whether or not such Settlement Class Member objects to this Altria Class Settlement Agreement, ever had, now has, or will have in the future, directly, representatively, derivatively, or in any capacity, based upon, arising out of, or related to, in whole or in part, any claims for economic loss that have been asserted or could have been asserted in the class actions filed in MDL No. 2913 or JCCP No. 5052 relating to the purchase or use of any JUUL Product by a member of the Settlement Class, or based upon, arising out of, related to, or derived from, directly or indirectly, in whole or in part, Altria’s conduct related to its investment in JLI, Altria’s interactions with JLI or any JLI Related Persons, or any or all of the conduct, events, or transactions relating to the design, manufacture, production, advertisement, marketing, distribution, sale, and performance of JUUL products actually alleged or which could have been alleged in the lawsuits against Altria. For avoidance of doubt, the Settlement Class Released Claims do not include (or release) (1) personal injury claims or (2) claims asserted in *In re Juul Labs, Inc. Antitrust Litigation*, Case No. 3:20-cv-02345-WHO. Nor does this Altria Class Settlement Agreement revive any such claims listed in (1)-(2).

1.29 “**Settlement Class Representatives**” or “**Class Plaintiffs**” means Bradley Colgate, Joseph DiGiacinto on behalf of C.D., Lauren Gregg, Tyler Krauel, and Jill Nelson on behalf of L.B.

1.30 “**Service Award**” means the award, if any, approved by the Court and paid to any named plaintiffs in the Second Amended Consolidated Class Action Complaint, ECF No. 1358, in consideration for their service during the course of MDL No. 2913.

1.31 “United States” or “U.S.” means the United States of America including the fifty States of the United States, the District of Columbia, and the territories, possessions, and commonwealths of the United States.

## 2. SETTLEMENT CONSIDERATION AND CLAIMS

2.1 Within ten (10) days of the date of the Preliminary Approval Order, Altria shall cause payment to the Altria Class Settlement Account of \$2,500,000.00 for (i) the Class Settlement Administrator to (a) administer the Notice Plan and (b) distribute the Altria Net Settlement Fund to the Settlement Class under the Plan of Allocation (the “**Initial Class Settlement Administration Payment**”).

2.2 Within sixty (60) days of entry of the Final Approval Order and Judgment (the “**Payment Date**”), Altria shall cause payment of the Altria Gross Settlement Amount, less the Initial Class Settlement Administration Payment, to the Altria Class Settlement Account (the “**Final Class Payment**”), notwithstanding the existence of any objections, pending or forthcoming appeals, or collateral attack on this Altria Class Settlement Agreement.

2.3 Altria shall not have any additional payment obligations in connection with this Altria Class Settlement Agreement in excess of the Gross Class Settlement Amount, including, by way of example only, that Altria shall not have any additional payment obligations with respect to any attorneys’ fees and expenses or costs of class notice and claims administration.

2.4 In exchange for the benefits being made available by this Altria Class Settlement Agreement, the Settlement Class Members shall grant a full and complete release of Altria from any and all Settlement Class Released Claims, and shall dismiss their claims with prejudice, and shall provide the other consideration and benefits described herein.

## 3. CLASS SETTLEMENT ADMINISTRATION

3.1 The Class Settlement Administrator will administer the Notice Plan and the Plan of Allocation approved by the Court.

3.2 The reasonable costs for the Notice Plan shall be paid solely from the Altria Class Settlement Account.

3.3 Class Counsel and the Class Settlement Administrator shall be responsible for the development of the Notice Plan and the Plan of Allocation. Class Counsel will propose a Notice Plan and a Plan of Allocation that mirror the procedures the Court preliminarily approved in connection with the JLI Class Action Settlement, MDL No. 2913, ECF No. 3779.

3.4 Class Counsel and the Class Settlement Administrator shall be solely responsible for compliance with any state or federal law concerning the settlement of claims asserted by any Settlement Class Member who is a minor.

3.5 Benefits will be provided to Settlement Class Members following the occurrence of the Effective Date pursuant to the procedures contained in the Plan of Allocation.

#### 4. **PRELIMINARY APPROVAL BY THE COURT**

4.1 The Parties shall cooperate, assist, and undertake all reasonable actions to accomplish the steps contemplated by this Altria Class Settlement Agreement and to implement this Altria Class Settlement Agreement on the terms and conditions provided herein.

4.2 Promptly after the execution of this Altria Class Settlement Agreement, and no later than fourteen (14) days following the Execution Date, the Class Plaintiffs shall submit a motion to the Court for preliminary approval of this Altria Class Settlement Agreement and to direct notice to the Settlement Class (the “**Preliminary Approval Motion**”), seeking entry of the Preliminary Approval Order. For purposes of settlement only, Altria will not oppose this motion but will reserve its rights.

4.3 Pursuant to the Class Action Fairness Act (“CAFA”), no later than ten (10) days after this Altria Class Settlement Agreement is filed with the Court, Altria shall cause the Class Settlement Administrator to timely serve proper notice of the proposed settlement upon those who are entitled to such notice pursuant to CAFA, including to the “appropriate State officials” and to the “appropriate Federal officials” as those terms are defined in CAFA.

4.4 Either before or on the same day that Class Plaintiffs file the Preliminary Approval Motion, the Parties shall submit to the Court, and any other appropriate courts, if necessary, unopposed motions to stay during the pendency of the settlement proceedings contemplated by this Altria Class Settlement Agreement (i) the underlying proceedings against Altria, (ii) the commencement and/or prosecution of any and all actions and proceedings (including discovery) against Altria brought by anyone for any Settlement Class Released Claims against Altria, including any actions brought on behalf of or through any Settlement Class Members, and (iii) any appeals initiated by Altria related to the Settlement Class Released Claims. Any stay will remain effective during the pendency of the settlement proceedings contemplated by this Altria Class Settlement Agreement unless modified by further order of the Court or any other appropriate courts, or until such point that this matter is resolved, and the stayed proceedings shall be dismissed with prejudice.

4.5 In the event the Court does not enter a Preliminary Approval Order, then any party may terminate this Altria Class Settlement Agreement. If a party terminates this Altria Class Settlement Agreement, the terms and provisions of this Altria Class Settlement Agreement will have no further force or effect with respect to the Parties and will not be used in this litigation or in any other proceeding for any purpose, and any order entered by the Court in accordance with the terms of this Altria Class Settlement Agreement will be treated as vacated, *nunc pro tunc*.

5. **SETTLEMENT STATISTICS, PRELIMINARY REPORTING, AND FINAL REPORT**

5.1 On the first day of each month following entry of the Preliminary Approval Order, and until entry of the Final Approval Order and Judgment, the Class Settlement Administrator shall, upon request, compile and send to Class Counsel, Altria's Counsel, and the Mediator reports containing summary statistics detailing the implementation of the settlement process. Such reports shall include, to the extent possible, the number of proper and timely Opt-Outs and the number of claims received.

6. **FINAL APPROVAL BY THE COURT**

6.1 In accordance with the schedule set in the Preliminary Approval Order, Class Counsel will draft the motion requesting final approval of this Altria Class Settlement Agreement and entry of the Final Approval Order and Judgment, and will provide those drafts to Defense Counsel before filing of the motion. Defense Counsel may provide feedback concerning the motion, and Class Counsel will meet and confer with Defense Counsel in good faith regarding their feedback. Altria reserves the right to respond to the motion in the event that its feedback is not addressed to its sole satisfaction.

6.2 In the event that the Court does not enter a Final Approval Order and Judgment or that the Altria Class Settlement Agreement's approval is conditioned on any material modifications that are not acceptable to either Party, the Final Approval Order and Judgment is vacated, overturned, or rendered void or unenforceable as a result of an appeal, or if this Altria Class Settlement Agreement is voided, rescinded, or otherwise terminated for any other reason permitted under this Altria Class Settlement Agreement, then (a) this Altria Class Settlement Agreement shall be null and void and of no force and effect; (b) any release shall be of no force or effect, and (c)(i) Class Counsel shall cause the return to Altria of any funds paid by Altria pursuant to the terms of this Altria Class Settlement Agreement and any and all interest earned thereon, less monies expended toward settlement administration out of the Initial Class Settlement Administration Payment, within ten (10) days after the date the Altria Class Settlement Agreement becomes null and void and (ii) any counsel who is to receive any portion of the Fee and Expense Award agrees to be bound by this Section prior to receiving such awards and agrees to, within twenty (20) days after the date the Altria Class Settlement Agreement becomes null and void, repay to the Altria Class Settlement Account such portion of the Fee and Expense Award it received, and within ten (10) days Class Counsel shall cause the return of such funds to Altria. For the avoidance of doubt, Class Counsel shall have no obligation under any circumstances to reimburse the Altria Class Settlement Account for any reasonable sums paid to, or that are billed by, the Class Settlement Administrator for notice, administration of the Altria Class Settlement Agreement, and other appropriate and typical administration functions.

6.3 If the Final Approval Order and Judgment is set aside, materially modified, or overturned by the trial court or on appeal, and is not fully reinstated on further appeal, the Final Approval Order and Judgment shall not become final. Any order or proceeding relating to the application for a Fee and Expense Award and/or Service Awards, the pendency of any such application, or any appeal from any such order, shall not operate to terminate or cancel

this Altria Class Settlement Agreement, or affect or delay the finality of the judgment approving the settlement.

7. **ALTRIA CLASS SETTLEMENT ACCOUNT**

7.1 The Parties have agreed to the establishment of an Altria Class Settlement Account. The Altria Class Settlement Account is intended to constitute a “qualified settlement fund” within the meaning of Treasury Regulation Section 1.468B-1 and shall remain subject to the continuing jurisdiction of the Court.

7.2 No disbursements shall be made from the Altria Class Settlement Account prior to the Effective Date other than (a) to pay (i) the reasonable costs and expenses of the Class Settlement Administrator for implementing the Notice Plan and other administrative and claim processing activities of this Altria Class Settlement Agreement, (ii) any Fee and Expense Award (per Section 155 below) as approved by the Court, or (iii) the reasonable costs and expenses of administering the Altria Class Settlement Account, or (b) to refund the funding Party in the event this Altria Class Settlement Agreement is not approved or is terminated.

7.3 The Altria Class Settlement Account shall be held at a federally-insured account with the Escrow Agent.

7.4 The Escrow Agent shall be responsible for all administrative, accounting, and tax compliance activities in connection with the Altria Class Settlement Account. The Parties shall provide the Escrow Agent with all information and documentation necessary to facilitate tax compliance activities.

7.5 Any interest that accrues on amounts in the Altria Class Settlement Account shall be deemed to be part of the Altria Class Settlement Account.

7.6 As described above, the Altria Settlement Fund is non-reversionary and no portion of the Altria Settlement Fund or Altria Net Settlement Fund will revert to Altria after the Effective Date occurs.

8. **OPT-OUT PROCEDURES**

8.1 All Persons who wish to exclude themselves from the Settlement Class shall be advised of the process for doing so that must be followed to be excluded. The procedure for requesting exclusion from the Settlement Class (the “**Opt-Out Procedure**”) shall be set forth in the Preliminary Approval Order, and shall be subject to the Court’s approval. Class Counsel will propose an Opt-Out Procedure that mirrors the procedure the Court preliminarily approved in connection with the JLI Class Action Settlement, MDL No. 2913, ECF No. 3779.

8.2 All requests to opt out of the Settlement Class that fail to satisfy the requirements of the Opt-Out Procedure, as well as any additional requirements the Court may impose, shall be void and such person shall be bound by the settlement once approved and



final. Each Person who submits an opt-out request must do so individually and separately; no consolidated or group opt-outs shall be accepted.

8.3 Other than a parent or guardian acting on behalf of a minor or other individual, no Person may opt-out of the Settlement Class on behalf of any other Person.

8.4 All Settlement Class Members shall in all respects be bound by all terms of this Altria Class Settlement Agreement, and the Final Approval Order and Judgment finally dismissing the Settlement Class Released Claims as against the Released Parties, and shall be permanently barred from commencing, instituting, or prosecuting any action based on any Settlement Class Released Claims against the Released Parties in any court of law or equity, arbitration, tribunal or administrative or other forum. Any Opt-Outs shall not be bound by this Altria Class Settlement Agreement; shall not be eligible to apply for or receive any benefit under the terms of this Altria Class Settlement Agreement; and shall not be entitled to submit an objection to this Altria Class Settlement Agreement.

8.5 Plaintiffs' counsel and Defense Counsel agree that they will make no effort to solicit any Person who falls within the scope of the Settlement Class to exclude themselves from this Altria Class Settlement Agreement.

## 9. **RELEASE**

9.1 Settlement Class Release. Settlement Class Members, including the Settlement Class Representatives, agree that the Final Approval Order and Judgment entered by the Court will contain the following release, waiver and covenant not to sue, which shall take effect upon all members of the Settlement Class on the later of: (1) the Effective Date, or (2) payment of the Final Class Payment to the Class Settlement Amount:

Each Settlement Class Member hereby releases and forever discharges and holds harmless the Released Parties of and from any and all Settlement Class Released Claims which the Settlement Class Member ever had, now have, or will have in the future. Each Settlement Class Member further covenants and agrees not to, directly or indirectly, commence, file, initiate, institute, prosecute, maintain, or consent to any action or proceedings against the Released Parties based in whole or in part on the Settlement Class Released Claims.

9.2 In addition, Settlement Class Members, including the Settlement Class Representatives, agree that each Settlement Class Member hereby expressly waives and releases, upon the occurrence of the Effective Date, any and all provisions, rights, and benefits conferred by any law of the federal government or of any state or territory of the United States, or principle of common law, which purports to limit the scope and effectiveness of the release of any of the Settlement Class Released Claims provided pursuant to this Altria Class Settlement Agreement, without regard to the subsequent discovery or existence of any different or additional facts not known by a Settlement Class Member at the time of this Altria Class Settlement Agreement. By way of example, upon the Effective Date, each Settlement Class Member shall be deemed to have, and shall have, expressly waived

and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of §1542 of the California Civil Code, if any, which provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

9.3 Each Settlement Class Member also hereby expressly waives and fully, finally, and forever settles and releases any and all Settlement Class Released Claims it may have against the Released Parties under § 17200, et seq., of the California Business and Professions Code.

9.4 Each Settlement Class Member may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are the subject matter of this Altria Class Settlement Agreement, but each Settlement Class Member hereby expressly waives and fully, finally, and forever settles and releases, upon the Effective Date, any known or unknown, suspected or unsuspected, contingent or non-contingent Settlement Class Released Claims with respect to the subject matter of this Altria Class Settlement Agreement whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

9.5 No Released Party shall be subject to liability or expense of any kind to any Class Member or their respective counsel related to the Settlement Class Released Claims except as provided in this Altria Class Settlement Agreement.

9.6 Settlement Class Representatives and each Settlement Class Member further covenant and agree that: (i) they will not sue or bring any action or cause of action, or seek restitution or other forms of monetary relief, including by way of third-party claim, crossclaim, or counterclaim, against any of the Released Parties in respect of any of the Settlement Class Released Claims, or by way of a separate lawsuit brought in bad faith against a non-party that could assert any kind of claim against any of the Released Parties in respect of any of the Settlement Class Released Claims for the purpose of seeking to indirectly recover money from Altria concerning the Settlement Class Released Claims; (ii) they will not initiate or participate in bringing or pursuing any class action against any of the Released Parties in respect of any of the Settlement Class Released Claims; (iii) if involuntarily included in any such class action, they will not participate therein; and (iv) they will not assist any third party in initiating or pursuing a class action lawsuit in whole or in part in respect of any of the Settlement Class Released Claims. Each Settlement Class Member expressly waives and fully, finally, and forever settles and releases any known or unknown, suspected or unsuspected, contingent or non-contingent Settlement Class Released Claims without regard to the subsequent discovery or existence of different or additional facts.

9.7 Settlement Class Representatives and each Settlement Class Member further covenant and agree that they will not sue or bring any action or cause of action under any state or federal law in respect of any challenge to the release, waiver, and covenant not to sue.

9.8 Contingent upon receipt by Altria and the other Released Parties of a reciprocal release from any third party, Altria and the other Released Parties agree to release and forever discharge any such third parties, including JLI and any individual defendants previously named by Plaintiffs, from all claims for contribution or indemnity arising out of any claims ultimately settled for some part of the Settlement Payment and dismissed pursuant to the terms of this Settlement Agreement.

**10. DISMISSAL WITH PREJUDICE; SETTLEMENT AS EXCLUSIVE REMEDY**

10.1 Class Counsel shall dismiss with prejudice all Settlement Class Released Claims against Altria as part of the process of seeking issuance of the Final Approval Order and Judgment, with each Party to bear its own costs, except as otherwise provided herein.

10.2 Upon the Effective Date, all Settlement Class Released Claims shall be dismissed with prejudice with each party to bear its own costs in accordance with the Final Approval Order and Judgment entered by the Court.

10.3 Upon the effectiveness of the releases described in Section 9 and only in the event that the releases described herein and in the Final Approval Order and Judgment are not void, void ab initio or voided pursuant to Section 6 herein, this Altria Class Settlement Agreement shall be the exclusive remedy for the Settlement Class and each member thereof with respect to Settlement Class Released Claims as against any and all Released Parties. No Settlement Class Member shall recover, directly or indirectly, any sums from Altria for Settlement Class Released Claims other than the consideration received under the terms of this Altria Class Settlement Agreement, and any amounts for which they may be eligible in any parallel settlement with the Altria settlement. For clarity and as noted above in Section 1.288, the Settlement Class Released Claims do not include (1) personal injury claims or (2) claims asserted in *In re Juul Labs, Inc. Antitrust Litigation*, Case No. 3:20-cv-02345-WHO. Nor does this Altria Class Settlement Agreement revive any such claims listed in (1)-(2).

**11. NO ADMISSION OF LIABILITY**

11.1 Neither this Altria Class Settlement Agreement, whether approved or not approved, nor any appendix, document, or instrument delivered pursuant to this Altria Class Settlement Agreement, nor any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of this Altria Class Settlement Agreement, is intended to or may be construed as or deemed to be evidence of (a) an admission or concession by Altria of any liability or wrongdoing, or of the truth of any of the Class Plaintiffs' allegations, or of the appropriateness of class certification in any other context, or (b) an admission or concession by any Class Plaintiff of any lack of merit in those allegations.

11.2 Pursuant to this Altria Class Settlement Agreement, and pursuant to Federal Rule of Evidence 408, and any other applicable law, rule, or regulation, the fact of entering

into or carrying out this Altria Class Settlement Agreement, and any negotiations and proceedings related hereto, shall not be construed as, offered into evidence as, or deemed to be evidence of, an admission or concession of liability by or an estoppel against any of the Parties, a waiver of any applicable statute of limitations or repose, and shall not be offered or received into evidence, or considered, in any action or proceeding against any Party in any judicial, quasi-judicial, administrative agency, regulatory or self-regulatory organization, or other tribunal, or proceeding for any purpose whatsoever, other than to enforce the provisions of this Altria Class Settlement Agreement or the provisions of any related agreement, release, or appendix hereto.

## **12. REPRESENTATIONS AND WARRANTIES**

12.1 The Class Plaintiffs represent and warrant that they each have the authority to enter into this Altria Class Settlement Agreement and have not assigned, in whole or in part, any rights or claims against Altria, and have not assigned, in whole or in part, any of the Released Claims. To the extent that any Settlement Class Member assigned the proceeds of any claims in whole or in part, it is that Settlement Class Member's responsibility to inform the assignee of the Settlement and/or provide those proceeds to any such assignee. Class Counsel represent and warrant that they have authority to execute this Altria Class Settlement Agreement.

12.2 Altria represents and warrants that it has the authority, and if applicable the requisite corporate power, to execute, deliver, and perform this Altria Class Settlement Agreement. The execution, delivery, and performance by Altria of this Altria Class Settlement Agreement has been duly authorized by all necessary corporate action. This Altria Class Settlement Agreement has been duly and validly executed and delivered by Altria, and constitutes its legal, valid, and binding obligation.

12.3 The Parties (i) recommend that this Altria Class Settlement Agreement be approved; and (ii) will undertake the necessary steps to support and effectuate the terms of this Altria Class Settlement Agreement in the event it is approved by the Court.

## **13. INDEMNITY, LIENS, AND TAXES**

13.1 Altria waives any right of subrogation or any other right belonging to Altria to recover back any settlement amount paid or made available to any Settlement Class Member under this Altria Class Settlement Agreement by virtue of the Settlement Class Member's settlement with any other Person. The amounts made available and paid to Settlement Class Members under this Altria Class Settlement Agreement are free and clear of any encumbrances now held or later acquired by Altria.

13.2 It is each Settlement Class Member's responsibility to pay any and all valid and enforceable liens, reimbursement claims, or encumbrances held or asserted by any private or governmental lien holders against them. The Class Plaintiffs and each Settlement Class Member on their own behalf, further understand and agree to indemnify, hold harmless and defend the Released Parties from all claims by any state or other government body, employer, attorney, insurer, and/or any other entity for all past, present and future liens or

claims asserting a right of subrogation, right of indemnity, right of reimbursement or other such right for amounts paid or to be paid in consideration under this Altria Class Settlement Agreement.

13.3 The Class Plaintiffs and each Settlement Class Member on their own behalf, further understand and agree to indemnify, hold harmless and defend the Released Parties from any and all claims brought by any assignee of a Settlement Class Member seeking any amount paid or to be paid under this Altria Class Action Settlement Agreement.

13.4 The Class Plaintiffs and each Settlement Class Member on their own behalf, further understand and agree that each Class Plaintiff or Settlement Class Member, as applicable, is responsible for any tax consequences to each such Class Plaintiff or Settlement Class Member arising from, related to, or in any way connected with the relief afforded to each such Class Plaintiff or Settlement Class Member, as applicable, under this Altria Class Settlement Agreement.

13.5 The Parties agree that all amounts to be paid, except for attorneys' fees and costs, constitute restitution and remediation and no amounts constitute settlement of fines or penalties for the potential violation of laws.

#### **14. CONTINUING JURISDICTION**

14.1 The Court shall retain jurisdiction over MDL No. 2913, the Class Settlement Administrator, the Altria Class Settlement Account, this Altria Class Settlement Agreement, the Final Approval Order and Judgment, the Settlement Class Members, and the Parties for the purpose of administering, supervising, construing, and enforcing this Altria Class Settlement Agreement and the Final Approval Order and Judgment.

#### **15. FEES AND EXPENSES OF CLASS COUNSEL AND OTHER COUNSEL**

15.1 Class Counsel and other counsel with a basis to seek the payment of Class Attorneys' Fees and Expenses may apply to the Court for a reasonable award of Class Attorney's Fees and Expenses ("**Fee and Expense Award**") from the Altria Settlement Fund. Settlement Class Representatives' approval of this Altria Class Settlement Agreement, and Class Counsel's support of the Altria Class Settlement Agreement, are not contingent on Class Counsel making an application for a Fee and Expense Award, or the Court approving any application for a Fee and Expense Award.

15.2 The Parties have reached no agreement on the amount of attorneys' fees and expenses that Class Counsel will seek. While recognizing that this Altria Class Settlement Agreement permits Class Counsel to apply for reasonable fees and expenses, Settlement Class Members will be given the opportunity to object to and oppose Class Counsel's request for a Fee and Expense Award in accordance with the Notice Plan and applicable authorities.

15.3 Any Fee and Expense Award shall be payable from the Altria Settlement Fund promptly and no more than three (3) business days after the Payment Date, notwithstanding the existence of any objections, pending or forthcoming appeals, or collateral attack on this Altria Class Settlement Agreement, or any Fee and Expense Award,

subject to Section 6.2 above. At least seven (7) days prior to payment of the Fee and Expense Award, Class Counsel shall furnish the Class Settlement Administrator with all necessary payment and routing information to facilitate the transfer.

15.4 Any order or proceeding relating to the application for a Fee and Expense Award, the pendency of the application, or any appeal from any such order, will not operate to terminate or cancel this Altria Class Settlement Agreement, or affect or delay the finality effected by entry of the Final Approval Order and Judgment or the Effective Date. Class Counsel will allocate the Fee and Expense Award among plaintiffs' counsel. In no event shall Altria have any liability to any plaintiffs' counsel regarding the allocation of the Fee and Expense Award. No dispute regarding Fees and Expenses or the timing of payment of Fees and Expenses shall delay the timing or validity of the Release given in Section 9 above.

15.5 Any Fee and Expense Award shall not increase the Gross Class Settlement Amount.

**16. SERVICE AWARDS**

16.1 Class Counsel may apply for Service Awards, which shall be subject to approval of the Court and paid from the Altria Class Settlement Fund. Any Service Award that Class Counsel seeks shall be in consideration of, and commensurate with, the recipients' services, time, and effort on behalf of the Settlement Class. Any such Service Awards are separate and apart from any payments the recipients may receive as a result of submitting claims as Settlement Class Members. For tax purposes, the Service Award will be treated as 100% non-wage claim payment. Class Counsel will provide a Form W-9 for each individual receiving a Service Award, and the Class Settlement Administrator will issue an IRS Form Misc.-1099 for the Service Award payment to each recipient.

16.2 Any order or proceeding relating to the application for a Service Award, the pendency of the application, or any appeal from any such order, will not operate to terminate or cancel this Settlement Agreement, or affect or delay the finality effected by entry of the Final Approval Order and Judgment or the Effective Date. The Class Representatives' approval of this Settlement Agreement is not contingent on Class Counsel making an application for a Service Award, or the Court approving any application for a Service Award.

16.3 Any Service Award shall not increase the Gross Class Settlement Amount.

**17. RIGHTS OF WITHDRAWAL**

17.1 Within seven (7) Business Days after the Opt-Out Deadline, Class Counsel will provide Defense Counsel information sufficient to show whether the condition enumerated in Section 17.3 occurred (which, to the extent this information needs to be filed with the Court, the Parties shall request remain under seal). Such information must include a reasonable estimate or minimum number of total Settlement Class Members and the total number of Opt-Outs.

17.2 On the same date that Class Counsel provide Defense Counsel with the information identified in Section 17.1, Class Counsel shall also represent in good faith, in writing to counsel for Altria, whether the condition enumerated in Section 17.3 has occurred.

17.3 If, seven (7) Business Days after the Opt-Out Deadline, the following condition occurs, Altria, in consultation with Defense Counsel, may withdraw from and terminate this Altria Class Settlement Agreement, in which case this Altria Class Settlement Agreement shall be null and void and the status of the litigation shall be as it was prior to the execution of this Altria Class Settlement Agreement: total Opt-Outs from the Class Settlement exceeds a number agreed to by the Parties and set forth in Appendix A, which shall be filed under seal if permitted by the Court.

17.4 In the event that Altria, in consultation with Defense Counsel, wishes to exercise its right to terminate this Altria Class Settlement Agreement under this Section 17.3 because of inadequate participation under Section 17.3 above, Altria must notify the other Parties in writing, within seven (7) days after receipt of the information described in Sections 17.1-17.3 of this Altria Class Settlement Agreement.

17.5 In the event that this Altria Class Settlement Agreement is not approved as submitted, does not reach Final Approval, or otherwise is terminated pursuant to the terms herein, the Parties will be restored to their respective positions in the litigation as of the day preceding the date of this Altria Class Settlement Agreement; subject to Sections 6.2 and 6.3 above, the terms and provisions of this Altria Class Settlement Agreement will have no further force or effect with respect to the Parties; this Altria Class Settlement Agreement or any of its terms will not be used in this litigation or in any other proceeding for any purpose; and any judgment or order entered by the Court in accordance with the terms of this Altria Class Settlement Agreement, including any order to certify the Settlement Class, will be vacated, *nunc pro tunc*, and the status of the litigation shall be as it was prior to the execution of this Altria Class Settlement Agreement.

**18. THIRD-PARTY BENEFICIARIES; ASSIGNMENT**

18.1 Any Released Party who is not a signatory to this Altria Class Settlement Agreement is a third-party beneficiary of this Altria Class Settlement Agreement, and is entitled to all of the rights and benefits under this Altria Class Settlement Agreement. Further, any such Released Party may enforce any and all provisions of this Altria Class Settlement Agreement as if that Released Party was a direct party to this Altria Class Settlement Agreement.

18.2 Other than Section 18.1, no provision of this Altria Class Settlement Agreement or any Appendix thereto is intended to create any third-party beneficiary to this Altria Class Settlement Agreement.

**19. AMENDMENT; NO IMPLIED WAIVER**

19.1 This Altria Class Settlement Agreement may be amended by (and only by) an instrument signed by Altria, on the one hand, and Class Counsel, on the other hand and specifically identifying this agreement by name as being thereby amended.

19.2 Except where a specific period for action or inaction is provided herein, no failure on the part of a Party to exercise, and no delay on the part of either Party in exercising, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any waiver on the part of either Party of any such right, power or privilege, or any single or partial exercise of any such right, power or privilege, preclude any other or further exercise thereof or the exercise of any other right, power or privilege; nor shall any waiver on the part of a Party, on any particular occasion or in any particular instance, of any particular right, power or privilege operate as a waiver of such right, power or privilege on any other occasion or in any other instance.

**20. OTHER OBLIGATIONS; MISCELLANEOUS**

20.1 The Parties shall use their reasonable best efforts to perform all terms of this Altria Class Settlement Agreement.

20.2 The Released Parties may file this Altria Class Settlement Agreement and/or the Final Judgment and Order in any action that may be brought against them in order to support any defense or counterclaim, including without limitation those based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim. Plaintiffs will take no position with respect to any applicable claim preclusion, issue preclusion, or similar defense or counterclaim.

20.3 All agreements made and orders entered during this litigation relating to the confidentiality of information survive this Altria Class Settlement Agreement.

20.4 Any Appendices to this Altria Class Settlement Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

20.5 This Altria Class Settlement Agreement supersedes any previous agreements and understanding among the Parties with respect to the subject matter of this Altria Class Settlement Agreement and the settlement embodied within it, including the Parties' Settlement Term Sheet signed May 10, 2023.

20.6 All time periods and dates described in this Altria Class Settlement Agreement are subject to the Court's approval. Unless set by the Court, the Parties may jointly agree to reasonable extensions of time to carry out any of the provisions of this Altria Class Settlement Agreement through written consent of the Parties' counsel, without notice to the Class Members; provided, however, that any such changes in the schedule of Altria Class Settlement Agreement proceedings will be posted on a website established by the Class Settlement Administrator. Time periods and dates provided for in the Preliminary Approval Order may be altered by the Court.

20.7 Any notice, request, instruction, or other document to be given by any Party to this Altria Class Settlement Agreement to any other Party to this Altria Class Settlement Agreement, other than the Class Notice, shall be in writing and delivered by an overnight delivery service, with a courtesy copy via electronic mail to:



**If to Settlement Class Representatives and Settlement Class:**

Dena C. Sharp  
GIRARD SHARP LLP  
601 California St., Suite 1400  
San Francisco, CA 94108  
Telephone: (415) 981-4800  
dsharp@girardsharp.com

**If to Altria:**

Robert McCarter  
Senior VP & Associate General Counsel  
Altria Client Services  
robert.a.mccarter@altria.com

*With a copy to:*

APKS-PMService  
Arnold & Porter Kaye Scholer LLP  
601 Massachusetts Ave., NW  
Washington, DC 20001-3743  
APKS-PMService@arnoldporter.com

20.8 All applications for Court approval or Court orders required under this Altria Class Settlement Agreement shall be made on notice to all Parties to this Altria Class Settlement Agreement.

20.9 This Altria Class Settlement Agreement is the result of a mutual negotiation between counsel for the Parties. Any ambiguity in this Altria Class Settlement Agreement shall not presumptively be construed in favor of or against any Party as the drafter of the Altria Class Settlement Agreement.

20.10 The provisions of this Altria Class Settlement Agreement are not severable.

20.11 All the terms of this Altria Class Settlement Agreement shall be governed by and interpreted according to the laws of the State of California, except to the extent federal law applies.

20.12 References to a Section also includes any other sections or subparts within that Section, *e.g.*, a reference to Section 20, includes Sections 20.1, 20.2 and 20.3. The definitions contained in this Altria Class Settlement Agreement or any Appendix hereto are applicable to the singular as well as the plural forms of such terms. Words of any gender (masculine, feminine, otherwise) mean and include correlative words of the other genders.

20.13 All representations, warranties, and covenants set forth in this Altria Class Settlement Agreement shall be deemed continuing and shall survive the date of this Altria

Class Settlement Agreement, or termination or expiration of this Altria Class Settlement Agreement.

20.14 Each of the Parties agrees, without further consideration, and as part of finalizing the settlement hereunder, to execute and deliver such other documents and take such other actions that may be necessary to perfect and effectuate the subject matter and purpose of this Altria Class Settlement Agreement.

20.15 This Altria Class Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Altria Class Settlement Agreement, provided that this Altria Class Settlement Agreement shall not be complete until it has been signed by everyone for whom a signature line has been provided.

20.16 This Altria Class Settlement Agreement and any amendments thereto, to the extent signed and delivered by means of a facsimile machine or electronic scan (including in the form of an Adobe Acrobat PDF file format), shall be treated in all manner and respects as an original Altria Class Settlement Agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

**IN WITNESS WHEREOF**, the Parties have executed this Altria Class Settlement Agreement and have caused this Altria Class Settlement Agreement to be executed by Class Counsel.

ALTRIA CLASS SETTLEMENT AGREEMENT  
SIGNATURE PAGES

**PLAINTIFFS' COUNSEL:**



---

Sarah R. London

MDL Plaintiffs' Liaison and Co-Lead Counsel

---

Dena C. Sharp  
MDL Plaintiffs' Co-Lead Counsel

---

Ellen Relkin  
MDL Plaintiffs' Co-Lead Counsel

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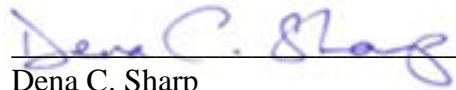
Dean N. Kawamoto  
MDL Plaintiffs' Co-Lead Counsel

ALTRIA CLASS SETTLEMENT AGREEMENT  
SIGNATURE PAGES

**PLAINTIFFS' COUNSEL:**

---

Sarah R. London  
MDL Plaintiffs' Liaison and Co-Lead Counsel



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Dena C. Sharp  
MDL Plaintiffs' Co-Lead Counsel

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MDL Plaintiffs' Co-Lead Counsel

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Dean N. Kawamoto  
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ALTRIA CLASS SETTLEMENT AGREEMENT  
SIGNATURE PAGES

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MDL Plaintiffs' Co-Lead Counsel

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ALTRIA CLASS SETTLEMENT AGREEMENT  
SIGNATURE PAGES

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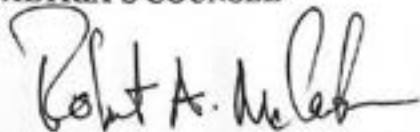
Ellen Relkin  
MDL Plaintiffs' Co-Lead Counsel



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Dean N. Kawamoto  
MDL Plaintiffs' Co-Lead Counsel

**ALTRIA'S COUNSEL**

A handwritten signature in black ink, appearing to read "Robert A. McCarter". The signature is written in a cursive, flowing style with a horizontal line extending from the end.

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Robert McCarter,  
Senior Vice President & Associate General Counsel  
Altria Client Services

# Appendix A

**Unredacted Version of Document Sought to  
be Filed Under Seal**



HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY

The Parties have agreed that if the number of Class Members who elect to exclude themselves from the Settlement Class exceeds 200,000, within the deadlines set forth in Section 17 of the Altria Class Settlement Agreement or as ordered by the Court, Altria shall have the absolute and unconditional option and right to unilaterally terminate and render void the Altria Class Settlement Agreement.

# **EXHIBIT 5**

## Counsel Certification Form<sup>1</sup>

### I. Instructions

The purpose of this form is to identify any [Personal Injury/Government Entity] cases eligible for the Altria [Personal Injury/Government Entity] Settlement that have not already been filed in (or transferred to) the MDL or the JCCP as of July 26, 2023.

Every attorney who is going to get access to the settlement agreement or details about its terms needs to submit a certification, with a minimum of one per firm.

Any local counsel firm needs to submit at least one certification.

Each submitting attorney must either include a list of unfiled Plaintiffs they or their firm represents, or certify that another member of their firm or co-counsel has submitted form(s) that include any unfiled Plaintiffs omitted by the submitting attorney.

Any co-represented client needs to appear on only one attorney's list.

### II. Implementation

In the alternative to submitting this form, a submitting attorney may utilize a web interface to be developed by the [Personal Injury/Government Entity] Settlement Administrator. Defense Counsel shall have the right to approve the form of the web interface, such approval not to be unreasonably withheld.

### II. Certification

I, \_\_\_\_\_, hereby certify pursuant to 28 U.S.C. § 1746 as follows:

I am an attorney in good standing who is admitted to practice law in the State of \_\_\_\_\_.

My information is as follows:

\_\_\_\_\_  
Law Firm

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
E-mail Address

---

<sup>1</sup> Capitalized terms, unless otherwise defined, carry the meaning used in the [Personal Injury/Government Entity] Settlement Agreement.

State Bar ID Number

Subpart 1: Additional Case Identification

- Exhibit 1** to this certification contains a true and complete list of all unfiled (as of July 26, 2023) [Personal Injury/Government Entity] Plaintiffs I or my firm represents
- Exhibit 1** to this certification does not contain a true and complete list of all unfiled (as of July 26, 2023) [Personal Injury/Government Entity] Plaintiffs I or my firm represents, but any such Plaintiffs have been submitted in another attorney's Exhibit 1.

Subpart 2: Certification

I certify that neither I nor my firm presents have other clients we represent for whom we plan on filing cases against Altria or any other Released Party alleging Released Claims.

I certify under penalty of perjury that the foregoing is true and correct.

---

# **EXHIBIT 6**

**Eligible School Districts and Regional Education Agencies**

Based on information available as of 7/25/2023

<b>State</b>	<b>District</b>
AK	ANCHORAGE SCHOOL DISTRICT
AL	MOBILE COUNTY
AL	JEFFERSON COUNTY
AL	BALDWIN COUNTY
AL	MONTGOMERY COUNTY
AL	HUNTSVILLE CITY
AL	LIMESTONE COUNTY
AL	TUSCALOOSA CITY
AL	ETOWAH COUNTY
AL	AUTAUGA COUNTY
AL	MORGAN COUNTY
AL	GADSDEN CITY
AL	ALBERTVILLE CITY
AL	ESCAMBIA COUNTY
AL	MARION COUNTY
AL	DALE COUNTY
AL	DALLAS COUNTY
AL	WINSTON COUNTY
AL	SELMA CITY
AL	COLBERT COUNTY
AL	FORT PAYNE CITY
AL	MUSCLE SHOALS CITY
AL	HENRY COUNTY
AL	CLARKE COUNTY
AL	COFFEE COUNTY
AL	FAYETTE COUNTY
AL	FAIRFIELD CITY
AL	LEEDS CITY
AL	TUSCUMBIA CITY
AL	HALEYVILLE CITY
AL	ATTALLA CITY
AL	MIDFIELD CITY
AL	ATHENS CITY
AL	WINFIELD CITY
AL	SHEFFIELD CITY
AL	DALEVILLE CITY
AL	DOTHAN CITY
AL	LYMAN WARD MILITARY ACADEMY
AL	GENEVA CITY

Eligible School Districts as of Information Available 7/25/2023

AR	RUSSELLVILLE SCHOOL DISTRICT
AZ	TUCSON UNIFIED DISTRICT (4403)
AZ	MESA UNIFIED DISTRICT (4235)
AZ	CHANDLER UNIFIED DISTRICT #80 (4242)
AZ	PHOENIX UNION HIGH SCHOOL DISTRICT (4286)
AZ	PARADISE VALLEY UNIFIED DISTRICT (4241)
AZ	SCOTTSDALE UNIFIED DISTRICT (4240)
AZ	TEMPE UNION HIGH SCHOOL DISTRICT (4287)
AZ	TOLLESON UNION HIGH SCHOOL DISTRICT (4288)
AZ	SUNNYSIDE UNIFIED DISTRICT (4407)
AZ	HIGLEY UNIFIED SCHOOL DISTRICT (4248)
AZ	KYRENE ELEMENTARY DISTRICT (4267)
AZ	PIMA COUNTY JTED (89380)
AZ	FLAGSTAFF UNIFIED DISTRICT (4192)
AZ	FLOWING WELLS UNIFIED DISTRICT (4405)
AZ	WHITERIVER UNIFIED DISTRICT (4394)
AZ	RIVERSIDE ELEMENTARY DISTRICT (4257)
AZ	MAMMOTH-SAN MANUEL UNIFIED DISTRICT (4439)
AZ	EDGE SCHOOL INC. THE (4421)
CA	LOS ANGELES UNIFIED
CA	LOS ANGELES COUNTY OFFICE OF EDUCATION
CA	SAN DIEGO UNIFIED
CA	ELK GROVE UNIFIED
CA	KERN HIGH
CA	ANAHEIM UNION HIGH
CA	SAN DIEGO COUNTY OFFICE OF EDUCATION
CA	STOCKTON UNIFIED
CA	POWAY UNIFIED
CA	WEST CONTRA COSTA UNIFIED
CA	SADDLEBACK VALLEY UNIFIED
CA	GROSSMONT UNION HIGH
CA	GLENDALE UNIFIED
CA	MANTECA UNIFIED
CA	POMONA UNIFIED
CA	MONTEBELLO UNIFIED
CA	TORRANCE UNIFIED
CA	MURRIETA VALLEY UNIFIED
CA	DOWNEY UNIFIED
CA	HEMET UNIFIED
CA	PALM SPRINGS UNIFIED
CA	ABC UNIFIED
CA	COMPTON UNIFIED

Eligible School Districts as of Information Available 7/25/2023

CA	FAIRFIELD-SUISUN UNIFIED
CA	PAJARO VALLEY UNIFIED
CA	VISTA UNIFIED
CA	SAN DIEGUITO UNION HIGH
CA	ALHAMBRA UNIFIED
CA	OCEANSIDE UNIFIED
CA	ROSEVILLE JOINT UNION HIGH
CA	TRACY JOINT UNIFIED
CA	BURBANK UNIFIED
CA	SANTA CLARA UNIFIED
CA	SAN JOAQUIN COUNTY OFFICE OF EDUCATION
CA	LYNWOOD UNIFIED
CA	LIVERMORE VALLEY JOINT UNIFIED
CA	ROCKLIN UNIFIED
CA	CHICO UNIFIED
CA	CAJON VALLEY UNION
CA	ANAHEIM ELEMENTARY
CA	PITTSBURG UNIFIED
CA	NEW HAVEN UNIFIED
CA	CHAFFEY JOINT UNION HIGH
CA	LAS VIRGENES UNIFIED
CA	SAN RAMON VALLEY UNIFIED
CA	ANTELOPE VALLEY UNION HIGH
CA	ESCONDIDO UNION
CA	TEMECULA VALLEY UNIFIED
CA	CAMPBELL UNION HIGH
CA	SAN MATEO-FOSTER CITY
CA	OXNARD UNION HIGH
CA	RIALTO UNIFIED
CA	MENIFEE UNION ELEMENTARY
CA	WOODLAND JOINT UNIFIED
CA	MONTEREY PENINSULA UNIFIED
CA	EL DORADO UNION HIGH
CA	DAVIS JOINT UNIFIED
CA	REDONDO BEACH UNIFIED
CA	BERKELEY UNIFIED
CA	SAN MATEO COUNTY OFFICE OF EDUCATION
CA	LINCOLN UNIFIED
CA	CASTRO VALLEY UNIFIED
CA	ALAMEDA UNIFIED
CA	VAL VERDE UNIFIED
CA	SOUTH SAN FRANCISCO UNIFIED
CA	SAN LEANDRO UNIFIED
CA	SANTA CRUZ CITY ELEMENTARY/HIGH
CA	ACALANES UNION HIGH



Eligible School Districts as of Information Available 7/25/2023

CA	NOVATO UNIFIED
CA	TAMALPAIS UNION HIGH
CA	GRANADA HILLS CHARTER DISTRICT
CA	JEFFERSON UNION HIGH
CA	CENTRAL UNION HIGH
CA	LAMMERSVILLE JOINT UNIFIED
CA	GILROY UNIFIED
CA	NORTH MONTEREY COUNTY UNIFIED
CA	EL CAMINO REAL CHARTER HIGH DISTRICT
CA	LINDSAY UNIFIED
CA	SAN BENITO HIGH
CA	EL CENTRO ELEMENTARY
CA	JEFFERSON ELEMENTARY
CA	ATWATER ELEMENTARY
CA	IMPERIAL COUNTY OFFICE OF EDUCATION
CA	LOS ANGELES COUNTY OFFICE OF EDUCATION
CA	LA CANADA UNIFIED
CA	SULPHUR SPRINGS UNION
CA	OROVILLE UNION HIGH
CA	RIPON UNIFIED
CA	EL SEGUNDO UNIFIED
CA	WASHINGTON UNIFIED
CA	BASSETT UNIFIED
CA	RIM OF THE WORLD UNIFIED
CA	CABRILLO UNIFIED
CA	BRAWLEY UNION HIGH
CA	CLAYTON VALLEY CHARTER HIGH DISTRICT
CA	BRAWLEY ELEMENTARY
CA	ESCALON UNIFIED
CA	MOUNTAIN EMPIRE UNIFIED
CA	CORONADO UNIFIED
CA	LINDEN UNIFIED
CA	SAN LORENZO VALLEY UNIFIED
CA	SAN DIEGO COUNTY OFFICE OF EDUCATION
CA	CYPRESS ELEMENTARY
CA	BURLINGAME ELEMENTARY
CA	SAN JOAQUIN COUNTY OFFICE OF EDUCATION
CA	SCOTTS VALLEY UNIFIED
CA	LAFAYETTE ELEMENTARY
CA	PACIFIC GROVE UNIFIED
CA	GOLDEN PLAINS UNIFIED
CA	SOLANA BEACH ELEMENTARY
CA	KING CITY UNION
CA	NAPA VALLEY UNIFIED
CA	JEFFERSON ELEMENTARY

Eligible School Districts as of Information Available 7/25/2023

CA	SAN BRUNO PARK ELEMENTARY
CA	ONTARIO-MONTCLAIR
CA	NEEDLES UNIFIED
CA	IMPERIAL COUNTY OFFICE OF EDUCATION
CA	PARAMOUNT UNIFIED
CA	ROSS VALLEY ELEMENTARY
CA	THERMALITO UNION ELEMENTARY
CA	ALPINE UNION ELEMENTARY
CA	AROMAS - SAN JUAN UNIFIED
CA	SAN MATEO COUNTY OFFICE OF EDUCATION
CA	TWIN HILLS UNION ELEMENTARY
CA	KEYES UNION
CA	NORTH VALLEY MILITARY INST COLLEGE ACAD DISTRICT
CA	MCCABE UNION ELEMENTARY
CA	CHAMPS - CHARTER HS OF ARTS-MULTIMEDIA & PERFORMING DISTRICT
CA	WARNER UNIFIED
CA	WESTMORLAND UNION ELEMENTARY
CA	OAK PARK UNIFIED
CO	JEFFERSON COUNTY SCHOOL DISTRICT NO. R-1
CO	BOULDER VALLEY SCHOOL DISTRICT NO. RE2
CO	PUEBLO SCHOOL DISTRICT NO. 60 IN THE COUNTY OF PUEBLO AND
CO	MONTROSE COUNTY SCHOOL DISTRICT RE-1J
CO	STEAMBOAT SPRINGS SCHOOL DISTRICT NO. RE 2
CO	ASPEN SCHOOL DISTRICT NO. 1 IN THE COUNTY OF PITKIN AND STA
CO	TELLURIDE SCHOOL DISTRICT NO. R-1
DE	RED CLAY CONSOLIDATED SCHOOL DISTRICT
DE	CHRISTINA SCHOOL DISTRICT
DE	INDIAN RIVER SCHOOL DISTRICT
DE	BRANDYWINE SCHOOL DISTRICT
DE	COLONIAL SCHOOL DISTRICT
DE	CAESAR RODNEY SCHOOL DISTRICT
DE	NEW CASTLE COUNTY VOCATIONAL-TECHNICAL SCHOOL DISTRICT
DE	CAPITAL SCHOOL DISTRICT
DE	CAPE HENLOPEN SCHOOL DISTRICT
DE	SMYRNA SCHOOL DISTRICT
DE	MILFORD SCHOOL DISTRICT
DE	LAKE FOREST SCHOOL DISTRICT
DE	SEAFORD SCHOOL DISTRICT
DE	LAUREL SCHOOL DISTRICT

Eligible School Districts as of Information Available 7/25/2023

DE	WOODBIDGE SCHOOL DISTRICT
DE	DELMAR SCHOOL DISTRICT
DE	SUSSEX TECHNICAL SCHOOL DISTRICT
DE	POLYTECH SCHOOL DISTRICT
FL	PALM BEACH
FL	MIAMI-DADE
FL	BROWARD
FL	HILLSBOROUGH
FL	ORANGE
FL	PINELLAS
FL	LEE
FL	DUVAL
FL	POLK
FL	BREVARD
FL	SEMINOLE
FL	VOLUSIA
FL	ESCAMBIA
FL	ALACHUA
FL	HERNANDO
FL	MANATEE
FL	HIGHLANDS
FL	LEON
FL	HENDRY
FL	OKALOOSA
FL	PUTNAM
FL	SANTA ROSA
FL	BAY
FL	SUMTER
FL	OKEECHOBEE
FL	GILCHRIST
GA	DEKALB COUNTY
GA	CLAYTON COUNTY
GA	BIBB COUNTY
GA	MARIETTA CITY
IA	DECORAH COMMUNITY SCHOOL DISTRICT
ID	JOINT SCHOOL DISTRICT NO. 2
ID	BOISE INDEPENDENT DISTRICT
ID	NAMPA SCHOOL DISTRICT
ID	BONNEVILLE JOINT DISTRICT
ID	POCATELLO DISTRICT
ID	COEUR D'ALENE DISTRICT
ID	IDAHO FALLS DISTRICT
ID	TWIN FALLS DISTRICT
ID	VALLIVUE SCHOOL DISTRICT
ID	JEFFERSON COUNTY JOINT DISTRICT
ID	POST FALLS DISTRICT
ID	KUNA JOINT DISTRICT

Eligible School Districts as of Information Available 7/25/2023

ID	CALDWELL DISTRICT
ID	MADISON DISTRICT
ID	ONEIDA COUNTY DISTRICT
ID	LEWISTON INDEPENDENT DISTRICT
ID	MINIDOKA COUNTY JOINT DISTRICT
ID	LAKE PEND OREILLE SCHOOL DISTRICT
ID	BLACKFOOT DISTRICT
ID	MIDDLETON DISTRICT
ID	MOSCOW DISTRICT
ID	PRESTON JOINT DISTRICT
ID	FREMONT COUNTY JOINT DISTRICT
ID	SHELLEY JOINT DISTRICT
ID	TETON COUNTY DISTRICT
ID	SUGAR-SALEM JOINT DISTRICT
ID	KIMBERLY DISTRICT
ID	PAYETTE JOINT DISTRICT
ID	FILER DISTRICT
ID	AMERICAN FALLS JOINT DISTRICT
ID	BEAR LAKE COUNTY DISTRICT
ID	MOUNTAIN VIEW SCHOOL DISTRICT
ID	BOUNDARY COUNTY DISTRICT
ID	BUHL JOINT DISTRICT
ID	WEST BONNER COUNTY DISTRICT
ID	ST MARIES JOINT DISTRICT
ID	GOODING JOINT DISTRICT
ID	HOMEDALE JOINT DISTRICT
ID	WENDELL DISTRICT
ID	SALMON DISTRICT
ID	PARMA DISTRICT
ID	MARSING JOINT DISTRICT
ID	MELBA JOINT DISTRICT
ID	WEST JEFFERSON DISTRICT
ID	WEST SIDE JOINT DISTRICT
ID	RIRIE JOINT DISTRICT
ID	GRACE JOINT DISTRICT
ID	WILDER DISTRICT
ID	GLENNS FERRY JOINT DISTRICT
ID	POTLATCH DISTRICT
ID	NOTUS DISTRICT
ID	HAGERMAN JOINT DISTRICT
ID	BASIN SCHOOL DISTRICT
ID	HANSEN DISTRICT
ID	BRUNEAU-GRAND VIEW JOINT SCHOOL DISTRICT
ID	GARDEN VALLEY DISTRICT
ID	MACKAY JOINT DISTRICT
ID	CAMAS COUNTY DISTRICT

Eligible School Districts as of Information Available 7/25/2023

ID	MURTAUGH JOINT DISTRICT
ID	CASTLEFORD DISTRICT
ID	CLARK COUNTY DISTRICT
ID	RICHFIELD DISTRICT
ID	NORTH VALLEY ACADEMY INC.
ID	CANYON-OWYHEE SCHOOL SERVICE AGENCY (COSSA)
ID	HERITAGE ACADEMY INC.
ID	IDAHO SCIENCE AND TECHNOLOGY CHARTER SCHOOL INC.
ID	BLISS JOINT DISTRICT
IL	CITY OF CHICAGO SD 299
IL	SD U-46
IL	INDIAN PRAIRIE CUSD 204
IL	PLAINFIELD SD 202
IL	TOWNSHIP HSD 214
IL	TOWNSHIP HSD 211
IL	CUSD 308
IL	SPRINGFIELD SD 186
IL	PEORIA SD 150
IL	WAUKEGAN CUSD 60
IL	CUSD 200
IL	AURORA WEST USD 129
IL	CHAMPAIGN CUSD 4
IL	J S MORTON HSD 201
IL	GLENBARD TWP HSD 87
IL	CONS HSD 230
IL	MAINE TOWNSHIP HSD 207
IL	ELMHURST SD 205
IL	BARRINGTON CUSD 220
IL	EDWARDSVILLE CUSD 7
IL	CHSD 99
IL	COLLINSVILLE CUSD 10
IL	EVANSTON CCSD 65
IL	NEW TRIER TWP HSD 203
IL	EVANSTON TWP HSD 202
IL	LEYDEN CHSD 212
IL	TWP HSD 113
IL	GRAYSLAKE CHSD 127
IL	MARION CUSD 2
IL	O FALLON TWP HSD 203
IL	CHSD 94
IL	ARGO CHSD 217
IL	OAK LAWN CHSD 229
IL	RIVERSIDE-BROOKFIELD TWP SD 208
IL	OTTAWA TWP HSD 140
IL	EAST ST LOUIS SD 189

Eligible School Districts as of Information Available 7/25/2023

IL	CAHOKIA CUSD 187
IL	HALL HSD 502
IL	LA MOILLE CUSD 303
IL	SUNSET RIDGE SD 29
IL	CENTRAL SD 104
IL	WOOD RIVER-HARTFORD ESD 15
IN	FORT WAYNE COMMUNITY SCHOOLS
IN	INDIANAPOLIS PUBLIC SCHOOLS
IN	EVANSVILLE VANDERBURGH SCHOOL CORP
IN	HAMILTON SOUTHEASTERN SCHOOLS
IN	SOUTH BEND COMMUNITY SCHOOL CORP
IN	MSD WAYNE TOWNSHIP
IN	CARMEL CLAY SCHOOLS
IN	ELKHART COMMUNITY SCHOOLS
IN	MONROE COUNTY COMMUNITY SCH CORP
IN	BARTHOLOMEW CON SCHOOL CORP
IN	NEW ALBANY-FLOYD CO CON SCH
IN	GREATER CLARK COUNTY SCHOOLS
IN	MSD WASHINGTON TOWNSHIP
IN	PENN-HARRIS-MADISON SCHOOL CORP
IN	WARRICK COUNTY SCHOOL CORP
IN	EAST ALLEN COUNTY SCHOOLS
IN	BROWNSBURG COMMUNITY SCHOOL CORP
IN	MSD SOUTHWEST ALLEN COUNTY SCHLS
IN	PORTAGE TOWNSHIP SCHOOLS
IN	NORTHWEST ALLEN COUNTY SCHOOLS
IN	DUNELAND SCHOOL CORPORATION
IN	SCHOOL CITY OF MISHAWAKA
IN	KOKOMO SCHOOL CORPORATION
IN	MUNCIE COMMUNITY SCHOOLS
IN	CONCORD COMMUNITY SCHOOLS
IN	PLAINFIELD COMMUNITY SCHOOL CORP
IN	JENNINGS COUNTY SCHOOL CORPORATION
IN	SHELBYVILLE CENTRAL SCHOOLS
IN	SCHOOL CITY OF EAST CHICAGO
IN	PLYMOUTH COMMUNITY SCHOOL CORP
IN	WHITLEY COUNTY CON SCHOOLS
IN	NEW CASTLE COMMUNITY SCHOOL CORP
IN	DEKALB CO CTL UNITED SCH DIST
IN	GREATER JASPER CONSOLIDATED SCHS
IN	FRANKTON-LAPEL COMMUNITY SCHOOLS
IN	KANKAKEE VALLEY SCHOOL CORP
IN	MSD WABASH COUNTY SCHOOLS
IN	WESTERN SCHOOL CORPORATION
IN	SILVER CREEK SCHOOL CORPORATION
IN	CRAWFORDSVILLE COMMUNITY SCHOOLS
IN	NORTH HARRISON COM SCHOOL CORP

Eligible School Districts as of Information Available 7/25/2023

IN	LAWRENCEBURG COMMUNITY SCHOOL CORP
IN	GREENSBURG COMMUNITY SCHOOLS
IN	GRIFFITH PUBLIC SCHOOLS
IN	NORTHWESTERN SCHOOL CORP
IN	SOUTHWEST SCHOOL CORPORATION
IN	NORTH MONTGOMERY COM SCH CORP
IN	BENTON COMMUNITY SCHOOL CORP
IN	OAK HILL UNITED SCHOOL CORP
IN	DEKALB CO EASTERN COM SCH DIST
IN	LAKE RIDGE NEW TECH SCHOOLS
IN	ROCHESTER COMMUNITY SCHOOL CORP
IN	GARRETT-KEYSER-BUTLER COM SCH CORP
IN	NORTH ADAMS COMMUNITY SCHOOLS
IN	PIKE COUNTY SCHOOL CORP
IN	SALEM COMMUNITY SCHOOLS
IN	RIVER FOREST COMMUNITY SCH CORP
IN	RENSELAER CENTRAL SCHOOL CORP
IN	MSD BLUFFTON-HARRISON
IN	WABASH CITY SCHOOLS
IN	RANDOLPH CENTRAL SCHOOL CORP
IN	UNION CO/CLG CORNER JOINT SCH DIST
IN	PRAIRIE HEIGHTS COMMUNITY SCH CORP
IN	NORTHEASTERN WAYNE SCHOOLS
IN	LINTON-STOCKTON SCHOOL CORPORATION
IN	ADAMS CENTRAL COMMUNITY SCHOOLS
IN	NORTH CENTRAL PARKE COMM SCHL CORP
IN	CENTRAL NOBLE COM SCHOOL CORP
IN	SOUTH ADAMS SCHOOLS
IN	PERRY CENTRAL COM SCHOOLS CORP
IN	SHERIDAN COMMUNITY SCHOOLS
IN	SMITH-GREEN COMMUNITY SCHOOLS
IN	MONROE CENTRAL SCHOOL CORP
IN	SOUTHEAST FOUNTAIN SCHOOL CORP
IN	NORTHEAST SCHOOL CORP
IN	PIONEER REGIONAL SCHOOL CORP
IN	WESTERN WAYNE SCHOOLS
IN	WHITE RIVER VALLEY SCHOOL DISTRICT
IN	COWAN COMMUNITY SCHOOL CORP
IN	LANESVILLE COMMUNITY SCHOOL CORP
IN	CULVER COMMUNITY SCHOOLS CORP
IN	SOUTH HENRY SCHOOL CORP
IN	MSD SHAKAMAK SCHOOLS
IN	BLUE RIVER VALLEY SCHOOLS
IN	CASTON SCHOOL CORPORATION
IN	EMAN SCHOOLS
KS	GODDARD

Eligible School Districts as of Information Available 7/25/2023

KS	WICHITA
KS	OLATHE
KS	SHAWNEE MISSION PUB SCH
KS	BLUE VALLEY
KS	KANSAS CITY
KS	LAWRENCE
KS	DE SOTO
KS	MANHATTAN-OGDEN
KS	SPRING HILL
KS	RENWICK
KS	WAMEGO
KS	SMOKY VALLEY
KS	CONCORDIA
KS	LYONS
KS	JAYHAWK
KY	JEFFERSON COUNTY
KY	FAYETTE COUNTY
KY	BOONE COUNTY
KY	WARREN COUNTY
KY	BULLITT COUNTY
KY	DAVIESS COUNTY
KY	MADISON COUNTY
KY	PIKE COUNTY
KY	JESSAMINE COUNTY
KY	HOPKINS COUNTY
KY	CLARK COUNTY
KY	MONTGOMERY COUNTY
KY	MARION COUNTY
KY	HARRISON COUNTY
KY	LAWRENCE COUNTY
KY	LARUE COUNTY
KY	ESTILL COUNTY
KY	BREATHITT COUNTY
KY	MARTIN COUNTY
KY	WOLFE COUNTY
KY	MENIFEE COUNTY
LA	ST. CHARLES PARISH
LA	ST. TAMMANY PARISH
LA	ST. JAMES PARISH
LA	NATCHITOCHE PARISH
LA	AVOUELLES PARISH
LA	RICHLAND PARISH
LA	GRANT PARISH
LA	POINTE COUPEE PARISH
LA	WEST CARROLL PARISH
LA	WEST FELICIANA PARISH
MA	FRAMINGHAM



Eligible School Districts as of Information Available 7/25/2023

MA	BROCKTON
MA	BARNSTABLE
MA	FALMOUTH
MA	DEDHAM
MA	SILVER LAKE
MA	MASHPEE
MA	ATHOL-ROYALSTON
MA	BERKSHIRE HILLS
MA	WESTPORT
MA	MILLIS
MA	RICHMOND
MD	MONTGOMERY COUNTY PUBLIC SCHOOLS
MD	BALTIMORE COUNTY PUBLIC SCHOOLS
MD	PRINCE GEORGE'S COUNTY PUBLIC SCHOOLS
MD	BALTIMORE CITY PUBLIC SCHOOLS
MD	ANNE ARUNDEL COUNTY PUBLIC SCHOOLS
MD	HOWARD COUNTY PUBLIC SCHOOLS
MD	HARFORD COUNTY PUBLIC SCHOOLS
MD	CARROLL COUNTY PUBLIC SCHOOLS
MD	WASHINGTON COUNTY PUBLIC SCHOOLS
MD	CECIL COUNTY PUBLIC SCHOOLS
MD	DORCHESTER COUNTY PUBLIC SCHOOLS
MD	TALBOT COUNTY PUBLIC SCHOOLS
MD	GARRETT COUNTY PUBLIC SCHOOLS
MD	KENT COUNTY PUBLIC SCHOOLS
ME	BANGOR PUBLIC SCHOOLS
ME	SOUTH PORTLAND PUBLIC SCHOOLS
ME	RSU 02
ME	RSU 11/MSAD 11
ME	RSU 15/MSAD 15
MI	WARREN CONSOLIDATED SCHOOLS
MI	TRAVERSE CITY AREA PUBLIC SCHOOLS
MI	CLARKSTON COMMUNITY SCHOOL DISTRICT
MI	BAY CITY SCHOOL DISTRICT
MI	MIDLAND PUBLIC SCHOOLS
MI	GRAND HAVEN AREA PUBLIC SCHOOLS
MI	HOLT PUBLIC SCHOOLS
MI	SALINE AREA SCHOOLS
MI	BATTLE CREEK PUBLIC SCHOOLS
MI	OKEMOS PUBLIC SCHOOLS
MI	LAKEVIEW SCH. DISTRICT (CALHOUN)
MI	FERNDAL PUBLIC SCHOOLS
MI	ALPENA PUBLIC SCHOOLS
MI	DEXTER COMMUNITY SCHOOL DISTRICT
MI	CEDAR SPRINGS PUBLIC SCHOOLS

Eligible School Districts as of Information Available 7/25/2023

MI	GREENVILLE PUBLIC SCHOOLS
MI	MUSKEGON PUBLIC SCHOOLS OF THE CITY OF
MI	LINCOLN CONSOLIDATED SCHOOL DISTRICT
MI	CADILLAC AREA PUBLIC SCHOOLS
MI	AIRPORT COMMUNITY SCHOOLS
MI	MARSHALL PUBLIC SCHOOLS
MI	MASON PUBLIC SCHOOLS (INGHAM)
MI	DEWITT PUBLIC SCHOOLS
MI	OWOSSO PUBLIC SCHOOLS
MI	WAVERLY COMMUNITY SCHOOLS
MI	ADRIAN PUBLIC SCHOOLS
MI	BANGOR TOWNSHIP SCHOOLS
MI	EAST GRAND RAPIDS PUBLIC SCHOOLS
MI	VICKSBURG COMMUNITY SCHOOLS
MI	COLDWATER COMMUNITY SCHOOLS
MI	CENTER LINE PUBLIC SCHOOLS
MI	HASTINGS AREA SCHOOL DISTRICT
MI	EATON RAPIDS PUBLIC SCHOOLS
MI	DOWAGIAC UNION SCHOOL DISTRICT
MI	PAW PAW PUBLIC SCHOOL DISTRICT
MI	CHELSEA SCHOOL DISTRICT
MI	BIG RAPIDS PUBLIC SCHOOLS
MI	CHIPPEWA HILLS SCHOOL DISTRICT
MI	LUDINGTON AREA SCHOOL DISTRICT
MI	YALE PUBLIC SCHOOLS
MI	SWAN VALLEY SCHOOL DISTRICT
MI	GOODRICH AREA SCHOOLS
MI	WILLIAMSTON COMMUNITY SCHOOLS
MI	JACKSON ISD
MI	CARO COMMUNITY SCHOOLS
MI	CALHOUN INTERMEDIATE SCHOOL DISTRICT
MI	BELDING AREA SCHOOL DISTRICT
MI	BENZIE COUNTY CENTRAL SCHOOLS
MI	CORUNNA PUBLIC SCHOOLS
MI	ESSEXVILLE-HAMPTON PUBLIC SCHOOLS
MI	HILLSDALE COMMUNITY SCHOOLS
MI	CHESANING UNION SCHOOLS
MI	HARTFORD PUBLIC SCHOOLS
MI	JONESVILLE COMMUNITY SCHOOLS
MI	BOYNE CITY PUBLIC SCHOOLS
MI	HARRISON COMMUNITY SCHOOLS
MI	NEW HAVEN COMMUNITY SCHOOLS
MI	MILLINGTON COMMUNITY SCHOOLS
MI	DELTON KELLOGG SCHOOLS
MI	MENOMINEE AREA PUBLIC SCHOOLS

Eligible School Districts as of Information Available 7/25/2023

MI	MERIDIAN PUBLIC SCHOOLS
MI	MANISTEE AREA PUBLIC SCHOOLS
MI	CENTREVILLE PUBLIC SCHOOLS
MI	LAWTON COMMUNITY SCHOOL DISTRICT
MI	FARWELL AREA SCHOOLS
MI	GALESBURG-AUGUSTA COMMUNITY SCHOOLS
MI	JACKSON ISD
MI	PINE RIVER AREA SCHOOLS
MI	BLOOMINGDALE PUBLIC SCHOOL DISTRICT
MI	CAPAC COMMUNITY SCHOOLS
MI	HOMER COMMUNITY SCHOOL DISTRICT
MI	OSCODA AREA SCHOOLS
MI	EAST JACKSON COMMUNITY SCHOOLS
MI	UNION CITY COMMUNITY SCHOOLS
MI	PERRY PUBLIC SCHOOLS
MI	MCBAIN RURAL AGRICULTURAL SCHOOLS
MI	MANTON CONSOLIDATED SCHOOLS
MI	MANCHESTER COMMUNITY SCHOOLS
MI	BEAVERTON SCHOOLS
MI	EVART PUBLIC SCHOOLS
MI	GRATIOT-ISABELLA RESD
MI	ROSCOMMON AREA PUBLIC SCHOOLS
MI	MARCELLUS COMMUNITY SCHOOLS
MI	NEW LOTHROP AREA PUBLIC SCHOOLS
MI	CALHOUN INTERMEDIATE SCHOOL DISTRICT
MI	JOHANNESBURG-LEWISTON AREA SCHOOLS
MI	KALEVA NORMAN DICKSON SCHOOL DISTRICT
MI	WHITTEMORE-PRESCOTT AREA SCHOOLS
MI	READING COMMUNITY SCHOOLS
MI	MEMPHIS COMMUNITY SCHOOLS
MI	SHIAWASSEE REGIONAL ESD
MI	WHITMORE LAKE PUBLIC SCHOOL DISTRICT
MI	CLIMAX-SCOTTS COMMUNITY SCHOOLS
MI	COLEMAN COMMUNITY SCHOOLS
MI	TUSCOLA ISD
MI	HARBOR BEACH COMMUNITY SCHOOLS
MI	RIVER VALLEY SCHOOL DISTRICT
MI	BURR OAK COMMUNITY SCHOOL DISTRICT
MI	L'ANSE CREUSE PUBLIC SCHOOLS
MI	MUNISING PUBLIC SCHOOLS
MI	LAWRENCE PUBLIC SCHOOLS
MI	MORRICE AREA SCHOOLS
MI	MAYVILLE COMMUNITY SCHOOL DISTRICT
MI	UBLY COMMUNITY SCHOOLS

Eligible School Districts as of Information Available 7/25/2023

MI	AU GRES-SIMS SCHOOL DISTRICT
MI	MARION PUBLIC SCHOOLS
MI	BEAR LAKE SCHOOLS
MI	LELAND PUBLIC SCHOOL DISTRICT
MI	NORTH ADAMS-JEROME PUBLIC SCHOOLS
MI	NORTHVILLE PUBLIC SCHOOLS
MI	TUSCOLA ISD
MI	HERITAGE SOUTHWEST INTERMEDIATE SCHOOL DISTRICT
MI	SHIAWASSEE REGIONAL ESD
MI	QUINCY COMMUNITY SCHOOLS
MI	ONTONAGON AREA SCHOOL DISTRICT
MI	DETOUR AREA SCHOOLS
MI	CASEVILLE PUBLIC SCHOOLS
MI	MAR LEE SCHOOL DISTRICT
MI	HERITAGE SOUTHWEST INTERMEDIATE SCHOOL DISTRICT
MI	EWEN-TROUT CREEK CONSOLIDATED SCHOOL DISTRICT
MI	GRATIOT-ISABELLA RESD
MI	NORTHPORT PUBLIC SCHOOL DISTRICT
MI	ONAWAY AREA COMMUNITY SCHOOL DISTRICT
MI	SOUTHFIELD PUBLIC SCHOOL DISTRICT
MI	EAST CHINA SCHOOL DISTRICT
MI	PONTIAC CITY SCHOOL DISTRICT
MI	ALLEGAN AREA EDUCATIONAL SERVICE AGENCY
MI	HAMILTON COMMUNITY SCHOOLS
MI	CHARLOTTE PUBLIC SCHOOLS
MI	LINDEN COMMUNITY SCHOOLS
MI	GLADWIN COMMUNITY SCHOOLS
MI	KALKASKA PUBLIC SCHOOLS
MI	HOUGHTON LAKE COMMUNITY SCHOOLS
MI	MAPLE VALLEY SCHOOLS
MI	CASSOPOLIS PUBLIC SCHOOLS
MI	NEW BUFFALO AREA SCHOOLS
MI	BEAL CITY PUBLIC SCHOOLS
MI	REESE PUBLIC SCHOOLS
MI	OWENDALE-GAGETOWN AREA SCHOOL DISTRICT
MI	ALLEGAN AREA EDUCATIONAL SERVICE AGENCY
MI	TEKONSHA COMMUNITY SCHOOLS
MI	ALCONA COMMUNITY SCHOOLS
MI	GENESEE SCHOOL DISTRICT
MI	INLAND LAKES SCHOOLS
MI	MORENCI AREA SCHOOLS
MI	BRIMLEY AREA SCHOOLS

Eligible School Districts as of Information Available 7/25/2023

MI	BELLEVUE COMMUNITY SCHOOLS
MN	INTERMEDIATE SCHOOL DISTRICT 287
MN	ST. CLOUD PUBLIC SCHOOL DISTRICT
MN	INTERMEDIATE SCHOOL DISTRICT 287
MN	ROCORI PUBLIC SCHOOL DISTRICT
MN	LONG PRAIRIE-GREY EAGLE SCHOOL DIST
MN	LYLE PUBLIC SCHOOL DISTRICT
MO	SPRINGFIELD R-XII
MO	FRANCIS HOWELL R-III
MO	PARKWAY C-2
MO	MOUNTAIN GROVE R-III
MO	AVA R-I
MS	RANKIN CO SCHOOL DIST
MS	LAMAR COUNTY SCHOOL DISTRICT
MS	LAUDERDALE CO SCHOOL DIST
MS	HANCOCK CO SCHOOL DIST
MS	HATTIESBURG PUBLIC SCHOOL DIST
MS	PEARL PUBLIC SCHOOL DISTRICT
MS	COLUMBUS MUNICIPAL SCHOOL DIST
MS	JONES CO SCHOOL DIST
MS	VICKSBURG WARREN SCHOOL DIST
MS	QUITMAN SCHOOL DIST
MS	PASS CHRISTIAN PUBLIC SCHOOL DIST
MS	JEFFERSON CO SCHOOL DIST
MS	GREENWOOD-LEFLORE CONS SCH DISTRICT
MS	YAZOO CO SCHOOL DIST
MS	MERIDIAN PUBLIC SCHOOLS
MS	WEST BOLIVAR CONS SCHOOL DIST
MS	ITAWAMBA COUNTY SCHOOL DIST
MS	ALCORN SCHOOL DIST
MS	AMITE COUNTY SCHOOL DISTRICT
MS	NATCHEZ-ADAMS SCHOOL DISTRICT
MS	ABERDEEN SCHOOL DIST
MS	COVINGTON COUNTY SCHOOL DISTRICT
MS	SOUTH TIPPAH SCHOOL DIST
MS	OKOLONA SEPARATE SCHOOL DIST
MS	CHICKASAW COUNTY SCHOOL DISTRICT
MS	SOUTH PIKE SCHOOL DIST
MS	RICHTON SCHOOL DIST
MS	AMORY SCHOOL DIST
MS	JEFFERSON DAVIS CO SCHOOL DIST
MS	PERRY CO SCHOOL DIST
MS	BOONEVILLE SCHOOL DIST
MS	COAHOMA COUNTY SCHOOL DISTRICT
MS	NORTH TIPPAH SCHOOL DIST
MS	BENTON CO SCHOOL DIST

Eligible School Districts as of Information Available 7/25/2023

MS	NEWTON MUNICIPAL SCHOOL DISTRICT
MS	HOLMES COUNTY CONSOLIDATED SD
MT	FRENCHTOWN K-12 SCHOOLS
MT	ST IGNATIUS K-12 SCHOOLS
MT	FAIRFIELD H S
MT	NOXON ELEM
NC	WAKE COUNTY SCHOOLS
NC	PITT COUNTY SCHOOLS
NC	PUBLIC SCHOOLS OF ROBESON COUNTY
NC	WILSON COUNTY SCHOOLS
NC	ROCKINGHAM COUNTY SCHOOLS
NC	KANNAPOLIS CITY SCHOOLS
NC	CHEROKEE COUNTY SCHOOLS
NC	WARREN COUNTY SCHOOLS
NE	LINCOLN PUBLIC SCHOOLS
NE	BAYARD PUBLIC SCHOOLS
NE	SUTHERLAND PUBLIC SCHOOLS
NE	BRADY PUBLIC SCHOOLS
NH	ROCHESTER SCHOOL DISTRICT
NH	SANBORN REGIONAL SCHOOL DISTRICT
NJ	PATERSON PUBLIC SCHOOL DISTRICT
NJ	FREEHOLD REGIONAL HIGH SCHOOL DISTRICT
NJ	TOMS RIVER REGIONAL SCHOOL DISTRICT
NJ	FRANKLIN TOWNSHIP PUBLIC SCHOOL DISTRICT
NJ	UNION CITY SCHOOL DISTRICT
NJ	HAMILTON TOWNSHIP PUBLIC SCHOOL DISTRICT
NJ	PEMBERTON TOWNSHIP SCHOOL DISTRICT
NJ	WEST DEPTFORD TOWNSHIP SCHOOL DISTRICT
NJ	CINNAMINSON TOWNSHIP SCHOOL DISTRICT
NJ	MAPLE SHADE SCHOOL DISTRICT
NJ	DELSEA REGIONAL HIGH SCHOOL DISTRICT
NJ	BUENA REGIONAL SCHOOL DISTRICT
NJ	WOODSTOWN-PIESGROVE REGIONAL SCHOOL DISTRICT
NJ	HACKENSACK SCHOOL DISTRICT
NJ	BURLINGTON TOWNSHIP SCHOOL DISTRICT
NJ	BARNEGAT TOWNSHIP SCHOOL DISTRICT
NJ	LUMBERTON TOWNSHIP BOARD OF EDUCATION
NJ	RANOCAS VALLEY REGIONAL HIGH SCHOOL DISTRICT
NJ	GLEN ROCK PUBLIC SCHOOL DISTRICT
NJ	VOORHEES TOWNSHIP SCHOOL DISTRICT

Eligible School Districts as of Information Available 7/25/2023

NJ	NORTHERN HIGHLANDS REGIONAL HIGH SCHOOL DISTRICT
NJ	GLOUCESTER CITY PUBLIC SCHOOL DISTRICT
NJ	CLAYTON PUBLIC SCHOOL DISTRICT
NJ	PASSAIC COUNTY MANCHESTER REGIONAL HIGH SCHOOL DISTRICT
NM	ALAMOGORDO PUBLIC SCHOOLS
NM	BELEN CONSOLIDATED SCHOOLS
NM	ESPANOLA PUBLIC SCHOOLS
NM	SILVER CONSOLIDATED SCHOOLS
NM	POJOAQUE VALLEY PUBLIC SCHOOLS
NM	SOCORRO CONSOLIDATED SCHOOLS
NM	LOGAN MUNICIPAL SCHOOLS
NM	RAMAH NAVAJO SCHOOL BOARD
NM	LAKE ARTHUR MUNICIPAL SCHOOLS
NV	CLARK COUNTY SCHOOL DISTRICT
NV	LANDER COUNTY SCHOOL DISTRICT
NY	NEW YORK CITY PUBLIC SCHOOLS
NY	SYRACUSE CITY SCHOOL DISTRICT
NY	GREECE CENTRAL SCHOOL DISTRICT
NY	SEWANHAKA CENTRAL HIGH SCHOOL DISTRICT
NY	SHENENDEHOWA CENTRAL SCHOOL DISTRICT
NY	WEBSTER CENTRAL SCHOOL DISTRICT
NY	THREE VILLAGE CENTRAL SCHOOL DISTRICT
NY	WEST SENECA CENTRAL SCHOOL DISTRICT
NY	ROME CITY SCHOOL DISTRICT
NY	CONNETQUOT CENTRAL SCHOOL DISTRICT
NY	BALDWINSVILLE CENTRAL SCHOOL DISTRICT
NY	PLAINVIEW-OLD BETHPAGE CENTRAL SCHOOL DISTRICT
NY	JAMESTOWN CITY SCHOOL DISTRICT
NY	HUNTINGTON UNION FREE SCHOOL DISTRICT
NY	VICTOR CENTRAL SCHOOL DISTRICT
NY	WEST IRONDEQUOIT CENTRAL SCHOOL DISTRICT
NY	WATERTOWN CITY SCHOOL DISTRICT
NY	POUGHKEEPSIE CITY SCHOOL DISTRICT
NY	UNION-ENDICOTT CENTRAL SCHOOL DISTRICT
NY	CENTRAL SQUARE CENTRAL SCHOOL DISTRICT
NY	EAST SYRACUSE MINOA CENTRAL SCHOOL DISTRICT
NY	FULTON CITY SCHOOL DISTRICT
NY	WHITESBORO CENTRAL SCHOOL DISTRICT
NY	VESTAL CENTRAL SCHOOL DISTRICT

Eligible School Districts as of Information Available 7/25/2023

NY	LONG BEACH CITY SCHOOL DISTRICT
NY	MONROE 2-ORLEANS BOCES
NY	INDIAN RIVER CENTRAL SCHOOL DISTRICT
NY	SCHUYLER-STEUBEN-CHEMUNG-TIOGA-ALLEGANY BOCES
NY	BROOME-DELAWARE-TIOGA BOCES
NY	EAST IRONDEQUOIT CENTRAL SCHOOL DISTRICT
NY	NEW HARTFORD CENTRAL SCHOOL DISTRICT
NY	ROCKY POINT UNION FREE SCHOOL DISTRICT
NY	CARTHAGE CENTRAL SCHOOL DISTRICT
NY	MAINE-ENDWELL CENTRAL SCHOOL DISTRICT
NY	HONEOYE FALLS-LIMA CENTRAL SCHOOL DISTRICT
NY	BATAVIA CITY SCHOOL DISTRICT
NY	SHOREHAM-WADING RIVER CENTRAL SCHOOL DISTRICT
NY	CHEEKTOWAGA-MARYVALE UNION FREE SCHOOL DISTRICT
NY	ONEIDA CITY SCHOOL DISTRICT
NY	MEXICO CENTRAL SCHOOL DISTRICT
NY	CAMDEN CENTRAL SCHOOL DISTRICT
NY	WEST HEMPSTEAD UNION FREE SCHOOL DISTRICT
NY	CHITTENANGO CENTRAL SCHOOL DISTRICT
NY	PALMYRA-MACEDON CENTRAL SCHOOL DISTRICT
NY	SOUTH JEFFERSON CENTRAL SCHOOL DISTRICT
NY	MALVERNE UNION FREE SCHOOL DISTRICT
NY	WESTHILL CENTRAL SCHOOL DISTRICT
NY	TONAWANDA CITY SCHOOL DISTRICT
NY	SCHALMONT CENTRAL SCHOOL DISTRICT
NY	ONEIDA-HERKIMER-MADISON BOCES
NY	CHENANGO VALLEY CENTRAL SCHOOL DISTRICT
NY	PHELPS-CLIFTON SPRINGS CENTRAL SCHOOL DISTRICT
NY	WINDSOR CENTRAL SCHOOL DISTRICT
NY	WATERLOO CENTRAL SCHOOL DISTRICT
NY	SOUTHAMPTON UNION FREE SCHOOL DISTRICT
NY	RUSH-HENRIETTA CENTRAL SCHOOL DISTRICT
NY	HORNELL CITY SCHOOL DISTRICT
NY	OGDENSBURG CITY SCHOOL DISTRICT
NY	ITHACA CITY SCHOOL DISTRICT
NY	SOLVAY UNION FREE SCHOOL DISTRICT
NY	GOUVERNEUR CENTRAL SCHOOL DISTRICT



Eligible School Districts as of Information Available 7/25/2023

NY	CHENANGO FORKS CENTRAL SCHOOL DISTRICT
NY	HOLLAND PATENT CENTRAL SCHOOL DISTRICT
NY	CANASTOTA CENTRAL SCHOOL DISTRICT
NY	DANVILLE CENTRAL SCHOOL DISTRICT
NY	GENERAL BROWN CENTRAL SCHOOL DISTRICT
NY	PENN YAN CENTRAL SCHOOL DISTRICT
NY	EDEN CENTRAL SCHOOL DISTRICT
NY	POTSDAM CENTRAL SCHOOL DISTRICT
NY	ADIRONDACK CENTRAL SCHOOL DISTRICT
NY	LOWVILLE ACADEMY & CENTRAL SCHOOL DISTRICT
NY	WEST GENESEE CENTRAL SCHOOL DISTRICT
NY	SOUTHWESTERN CENTRAL SCHOOL DISTRICT AT JAMESTOWN
NY	AUBURN CITY SCHOOL DISTRICT
NY	CANTON CENTRAL SCHOOL DISTRICT
NY	SAINT LAWRENCE-LEWIS BOCES
NY	SIDNEY CENTRAL SCHOOL DISTRICT
NY	CLINTON CENTRAL SCHOOL DISTRICT
NY	MOUNT MARKHAM CENTRAL SCHOOL DISTRICT
NY	FAYETTEVILLE-MANLIUS CENTRAL SCHOOL DISTRICT
NY	WILLIAMSON CENTRAL SCHOOL DISTRICT
NY	EAST GREENBUSH CENTRAL SCHOOL DISTRICT
NY	HORSEHEADS CENTRAL SCHOOL DISTRICT
NY	OSWEGO CITY SCHOOL DISTRICT
NY	MADISON-ONEIDA BOCES
NY	SODUS CENTRAL SCHOOL DISTRICT
NY	BRASHER FALLS CENTRAL SCHOOL DISTRICT
NY	NORWOOD-NORFOLK CENTRAL SCHOOL DISTRICT
NY	SAUQUOIT VALLEY CENTRAL SCHOOL DISTRICT
NY	LYONS CENTRAL SCHOOL DISTRICT
NY	WESTMORELAND CENTRAL SCHOOL DISTRICT
NY	FRANKFORT-SCHUYLER CENTRAL SCHOOL DISTRICT
NY	LAFAYETTE CENTRAL SCHOOL DISTRICT
NY	DOLGEVILLE CENTRAL SCHOOL DISTRICT
NY	EAST BLOOMFIELD CENTRAL SCHOOL DISTRICT
NY	CATTARAUGUS-LITTLE VALLEY CENTRAL SCHOOL DISTRICT
NY	THOUSAND ISLANDS CENTRAL SCHOOL DISTRICT

Eligible School Districts as of Information Available 7/25/2023

NY	DELAWARE-CHENANGO-MADISON-OTSEGO BOCES
NY	ONONDAGA CENTRAL SCHOOL DISTRICT
NY	BEAVER RIVER CENTRAL SCHOOL DISTRICT
NY	CATO-MERIDIAN CENTRAL SCHOOL DISTRICT
NY	BAINBRIDGE-GUILFORD CENTRAL SCHOOL DISTRICT
NY	RANDOLPH CENTRAL SCHOOL DISTRICT
NY	TOMPKINS-SENECA-TIOGA BOCES
NY	NEWFIELD CENTRAL SCHOOL DISTRICT
NY	CANANDAIGUA CITY SCHOOL DISTRICT
NY	KENDALL CENTRAL SCHOOL DISTRICT
NY	ALEXANDER CENTRAL SCHOOL DISTRICT
NY	OAKFIELD-ALABAMA CENTRAL SCHOOL DISTRICT
NY	MASSENA CENTRAL SCHOOL DISTRICT
NY	MARATHON CENTRAL SCHOOL DISTRICT
NY	JAMESVILLE-DEWITT CENTRAL SCHOOL DISTRICT
NY	ORISKANY CENTRAL SCHOOL DISTRICT
NY	NEW YORK MILLS UNION FREE SCHOOL DISTRICT
NY	MADRID-WADDINGTON CENTRAL SCHOOL DISTRICT
NY	EDWARDS-KNOX CENTRAL SCHOOL DISTRICT
NY	RENAISSANCE CHARTER SCHOOL
NY	ALEXANDRIA CENTRAL SCHOOL DISTRICT
NY	HAMILTON CENTRAL SCHOOL DISTRICT
NY	MORRISVILLE-EATON CENTRAL SCHOOL DISTRICT
NY	POLAND CENTRAL SCHOOL DISTRICT
NY	MOUNT MORRIS CENTRAL SCHOOL DISTRICT
NY	PARISHVILLE-HOPKINTON CENTRAL SCHOOL DISTRICT
NY	ONEONTA CITY SCHOOL DISTRICT
NY	COBLESKILL-RICHMONDVILLE CENTRAL SCHOOL DISTRICT
NY	LA FARGEVILLE CENTRAL SCHOOL DISTRICT
NY	MADISON CENTRAL SCHOOL DISTRICT
NY	BELLEVILLE-HENDERSON CENTRAL SCHOOL DISTRICT
NY	CLIFTON-FINE CENTRAL SCHOOL DISTRICT
NY	COPENHAGEN CENTRAL SCHOOL DISTRICT
NY	HERMON-DEKALB CENTRAL SCHOOL DISTRICT
NY	OTSEGO-DELAWARE-SCHOHARIE-GREENE BOCES
NY	WAVERLY CENTRAL SCHOOL DISTRICT

Eligible School Districts as of Information Available 7/25/2023

NY	SACKETS HARBOR CENTRAL SCHOOL DISTRICT
NY	SULLIVAN BOCES
NY	COLTON-PIERREPONT CENTRAL SCHOOL DISTRICT
NY	DERUYTER CENTRAL SCHOOL DISTRICT
NY	HINSDALE CENTRAL SCHOOL DISTRICT
NY	BATH CENTRAL SCHOOL DISTRICT
NY	MORRISTOWN CENTRAL SCHOOL DISTRICT
NY	WORCESTER CENTRAL SCHOOL DISTRICT
NY	CATSKILL CENTRAL SCHOOL DISTRICT
NY	COXSACKIE-ATHENS CENTRAL SCHOOL DISTRICT
NY	GEORGETOWN-SOUTH OTSELIC CENTRAL SCHOOL DISTRICT
NY	CROWN POINT CENTRAL SCHOOL DISTRICT
NY	LAURENS CENTRAL SCHOOL DISTRICT
NY	TOWN OF WEBB UNION FREE SCHOOL DISTRICT
NY	ROXBURY CENTRAL SCHOOL DISTRICT
NY	NEWARK VALLEY CENTRAL SCHOOL DISTRICT
NY	HERKIMER CENTRAL SCHOOL DISTRICT
NY	HANCOCK CENTRAL SCHOOL DISTRICT
NY	EDMESTON CENTRAL SCHOOL DISTRICT
NY	PRATTSBURGH CENTRAL SCHOOL DISTRICT
NY	CHARLOTTE VALLEY CENTRAL SCHOOL DISTRICT
NY	STOCKBRIDGE VALLEY CENTRAL SCHOOL DISTRICT
NY	ARKPORT CENTRAL SCHOOL DISTRICT
NY	AFTON CENTRAL SCHOOL DISTRICT
NY	DEPOSIT CENTRAL SCHOOL DISTRICT
NY	MCGRAW CENTRAL SCHOOL DISTRICT
NY	ALFRED-ALMOND CENTRAL SCHOOL DISTRICT
NY	MARION CENTRAL SCHOOL DISTRICT
NY	DELAWARE ACADEMY CENTRAL SCHOOL DISTRICT AT DELHI
NY	ODESSA-MONTOUR CENTRAL SCHOOL DISTRICT
NY	CAMPBELL-SAVONA CENTRAL SCHOOL DISTRICT
NY	GREENE CENTRAL SCHOOL DISTRICT
NY	CANISTEO-GREENWOOD CSD
NY	LYNCOURT UNION FREE SCHOOL DISTRICT
NY	ANDOVER CENTRAL SCHOOL DISTRICT
NY	CHATEAUGAY CENTRAL SCHOOL DISTRICT
NY	CANASERAGA CENTRAL SCHOOL DISTRICT
NY	CINCINNATUS CENTRAL SCHOOL DISTRICT

Eligible School Districts as of Information Available 7/25/2023

NY	GILBERTSVILLE-MOUNT UPTON CENTRAL SCHOOL DISTRICT
NY	JASPER-TROUPSBURG CENTRAL SCHOOL DISTRICT
NY	WATKINS GLEN CENTRAL SCHOOL DISTRICT
NY	AVOCA CENTRAL SCHOOL DISTRICT
NY	TICONDEROGA CENTRAL SCHOOL DISTRICT
NY	SPENCER-VAN ETTEN CENTRAL SCHOOL DISTRICT
NY	FRANKLIN CENTRAL SCHOOL DISTRICT
NY	GILBOA-CONESVILLE CENTRAL SCHOOL DISTRICT
NY	JEFFERSON CENTRAL SCHOOL DISTRICT
NY	WALTON CENTRAL SCHOOL DISTRICT
NY	TIOGA CENTRAL SCHOOL DISTRICT
NY	SCHENEVUS CENTRAL SCHOOL DISTRICT
NY	STAMFORD CENTRAL SCHOOL DISTRICT
NY	DOWNSVILLE CENTRAL SCHOOL DISTRICT
NY	MILFORD CENTRAL SCHOOL DISTRICT
NY	OXFORD ACADEMY AND CENTRAL SCHOOL DISTRICT
NY	ROSCOE CENTRAL SCHOOL DISTRICT
NY	LIVINGSTON MANOR CENTRAL SCHOOL DISTRICT
NY	ELMIRA HEIGHTS CENTRAL SCHOOL DISTRICT
NY	OTEGO-UNADILLA CENTRAL SCHOOL DISTRICT
NY	WEST VALLEY CENTRAL SCHOOL DISTRICT
NY	FILLMORE CENTRAL SCHOOL DISTRICT
NY	FABIUS-POMPEY CENTRAL SCHOOL DISTRICT
NY	SUMMIT SCHOOL
OH	CANTON CITY
OH	NORTHWEST LOCAL
OH	PLAIN LOCAL
OH	JACKSON LOCAL
OH	WADSWORTH CITY
OH	NORTH CANTON CITY
OH	EDUCATIONAL SERVICE CENTER OF THE WESTERN RESERVE
OH	MASSILLON CITY
OH	GREEN LOCAL
OH	WOOSTER CITY
OH	LAKE LOCAL
OH	FRANKLIN CITY
OH	ALLIANCE CITY
OH	LOUISVILLE CITY
OH	STEBENVILLE CITY
OH	MARLINGTON LOCAL

Eligible School Districts as of Information Available 7/25/2023

OH	CLOVERLEAF LOCAL
OH	WEST HOLMES LOCAL
OH	BLOOM-CARROLL LOCAL
OH	CANTON LOCAL
OH	SOUTHEAST LOCAL
OH	MINERVA LOCAL
OH	TRIWAY LOCAL
OH	ORRVILLE CITY
OH	AUBURN
OH	SANDY VALLEY LOCAL
OH	EDISON LOCAL
OH	NORWAYNE LOCAL
OH	FAIRLESS LOCAL
OH	CHIPPEWA LOCAL
OH	NORTHWESTERN LOCAL
OH	LIBERTY LOCAL
OH	TUSLAW LOCAL
OH	WOOD COUNTY ESC
OH	GREEN LOCAL
OH	RITTMAN EXEMPTED VILLAGE
OH	WAYNE COUNTY JVSD
OH	STARK COUNTY AREA
OH	ROOTSTOWN LOCAL
OH	BLACK RIVER LOCAL
OH	DALTON LOCAL
OH	NEWCOMERSTOWN EXEMPTED VILLAGE
OH	OSNABURG LOCAL
OH	SIDNEY CITY
OH	HICKSVILLE EXEMPTED VILLAGE
OH	BROWN LOCAL
OH	STRASBURG-FRANKLIN LOCAL
OH	CLYDE-GREEN SPRINGS EXEMPTED VILLAGE
OH	ZENITH ACADEMY
OH	BELMONT-HARRISON
OH	PICKAWAY COUNTY ESC
OH	OHIO VALLEY ESC
OH	PIKE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
OH	KELLEYS ISLAND LOCAL
OH	ZENITH ACADEMY EAST
OH	HILLSDALE LOCAL
OH	MAPLETON LOCAL
OK	TULSA
OK	EDMOND
OK	NORMAN
OK	MIDWEST CITY-DEL CITY
OK	JENKS

Eligible School Districts as of Information Available 7/25/2023

OK	ENID
OK	YUKON
OK	DEER CREEK
OK	BIXBY
OK	SHAWNEE
OK	TAHLEQUAH
OK	NOBLE
OK	WOODWARD
OK	ELGIN
OK	NEWCASTLE
OK	CHICKASHA
OK	TUTTLE
OK	HILLDALE
OK	BRIDGE CREEK
OK	MADILL
OK	SEMINOLE
OK	PAULS VALLEY
OK	DICKSON
OK	NORTH ROCK CREEK
OK	CHECOTAH
OK	HUGO
OK	BETHEL
OK	MARIETTA
OK	LITTLE AXE
OK	BEGGS
OK	COMANCHE
OK	COLBERT
OK	TISHOMINGO
OK	MILLWOOD
OK	CANEY VALLEY
OK	VALLIANT
OK	KANSAS
OK	HEAVENER
OK	COMMERCE
OK	CASHION
OK	TALIHINA
OK	WARNER
OK	HULBERT
OK	OKARCHE
OK	CALERA
OK	KONAWA
OK	PIONEER
OK	CADDO
OK	GRACEMONT
OK	DOVER
OK	SAVANNA
OK	FORT TOWSON

Eligible School Districts as of Information Available 7/25/2023

OK	ALLEN
OK	FOREST GROVE
OK	CHISHOLM TRAIL TECHNOLOGY CTR
OK	BUFFALO
OK	SPRINGER
OK	MAUD
OK	CHEYENNE
OK	DAVENPORT
OK	JENNINGS
OK	CARNEGIE
OK	GOODWELL
OK	QUINTON
OK	TIMBERLAKE
OK	TUPELO
OK	MARYETTA
OK	WAPANUCKA
OK	SHADY POINT
OK	HANNA
OK	BENNINGTON
OK	BRIGGS
OK	WETUMKA
OK	CRESCENT
OK	WEWOKA
OK	LINDSAY
OR	PORTLAND SD 1J
OR	SALEM-KEIZER SD 24J
OR	BEND-LAPINE ADMINISTRATIVE SD 1
OR	EUGENE SD 4J
OR	REDMOND SD 2J
OR	MCMINNVILLE SD 40
OR	SILVER FALLS SD 4J
OR	DALLAS SD 2
OR	CASCADE SD 5
OR	NORTH SANTIAM SD 29J
OR	GERVAIS SD 1
OR	NORTH MARION SD 15
OR	SHERIDAN SD 48J
OR	SISTERS SD 6
OR	YAMHILL CARLTON SD 1
OR	DAYTON SD 8
OR	WILLAMINA SD 30J
OR	JEFFERSON SD 14J
OR	MT ANGEL SD 91
OR	ST PAUL SD 45
PA	PHILADELPHIA CITY SD
PA	PITTSBURGH SD
PA	CENTRAL BUCKS SD

Eligible School Districts as of Information Available 7/25/2023

PA	DOWNINGTOWN AREA SD
PA	HAZLETON AREA SD
PA	ERIE CITY SD
PA	NESHAMINY SD
PA	PENNRIDGE SD
PA	SENECA VALLEY SD
PA	WILKES-BARRE AREA SD
PA	BENSALEM TOWNSHIP SD
PA	BUTLER AREA SD
PA	COATESVILLE AREA SD
PA	MT LEBANON SD
PA	RED LION AREA SD
PA	CENTENNIAL SD
PA	QUAKERTOWN COMMUNITY SD
PA	MIFFLIN COUNTY SD
PA	WARREN COUNTY SD
PA	NORTH HILLS SD
PA	WYOMING VALLEY WEST SD
PA	CRAWFORD CENTRAL SD
PA	PLEASANT VALLEY SD
PA	OXFORD AREA SD
PA	MARS AREA SD
PA	PENNCREST SD
PA	PITTSTON AREA SD
PA	WOODLAND HILLS SD
PA	MCKEESPORT AREA SD
PA	NEW CASTLE AREA SD
PA	RINGGOLD SD
PA	CRESTWOOD SD
PA	SOUTH BUTLER COUNTY SD
PA	GENERAL MCLANE SD
PA	TUNKHANNOCK AREA SD
PA	SLIPPERY ROCK AREA SD
PA	SAUCON VALLEY SD
PA	MOHAWK AREA SD
PA	RIVERSIDE SD
PA	KARNS CITY AREA SD
PA	BROWNSVILLE AREA SD
PA	DUNMORE SD
PA	BRENTWOOD BOROUGH SD
PA	LAUREL SD
PA	MONITEAU SD
PA	NESHANNOCK TOWNSHIP SD
PA	WILMINGTON AREA SD
PA	SHENANGO AREA SD
PA	KISKI AREA SD
PA	BURGETTSTOWN AREA SD



Eligible School Districts as of Information Available 7/25/2023

PA	WEST MIDDLESEX AREA SD
PA	INDIANA AREA SD
PA	GREATER JOHNSTOWN SD
PA	AVELLA AREA SD
PA	AMBRIDGE AREA SD
PA	BLACKHAWK SD
PA	LAWRENCE COUNTY CTC
PA	FREEPORT AREA SD
PA	PENN CAMBRIA SD
PA	BEDFORD AREA SD
PA	MID VALLEY SD
PA	FOREST HILLS SD
PA	WINDBER AREA SD
PA	APOLLO-RIDGE SD
PA	MIDDLE BUCKS INSTITUTE OF TECHNOLOGY
PA	GREATER JOHNSTOWN CTC
PA	FRANKLIN COUNTY CTC
PA	SAYRE AREA SD
PA	BERLIN BROTHERSVALLEY SD
PA	HUNTINGDON COUNTY CTC
PA	SALISBURY-ELK LICK SD
PA	MEYERSDALE AREA SD
PA	HOMER-CENTER SD
PA	WALLINGFORD-SWARTHMORE SD
PA	FANNETT-METAL SD
RI	NARRAGANSETT
RI	CUMBERLAND
SC	GREENVILLE 01
SC	CHARLESTON 01
SC	HORRY 01
SC	BERKELEY 01
SC	RICHLAND 02
SC	LEXINGTON 01
SC	RICHLAND 01
SC	DORCHESTER 02
SC	YORK 03
SC	YORK 04
SC	FLORENCE 01
SC	PICKENS 01
SC	SUMTER 01
SC	ORANGEBURG
SC	ANDERSON 05
SC	KERSHAW 01
SC	SPARTANBURG 06
SC	OCONEE 01
SC	SPARTANBURG 02

Eligible School Districts as of Information Available 7/25/2023

SC	ANDERSON 01
SC	GEORGETOWN 01
SC	LEXINGTON 02
SC	CHEROKEE 01
SC	YORK 02
SC	CHESTERFIELD 01
SC	CHESTER 01
SC	YORK 01
SC	COLLETON 01
SC	DILLON 04
SC	MARLBORO 01
SC	HAMPTON 01
SC	FAIRFIELD 01
SC	SPARTANBURG 04
SC	ANDERSON 03
SC	DORCHESTER 04
SC	CLARENDON 04
SC	JASPER 01
SC	LEE 01
SC	CALHOUN 01
SC	GREENWOOD 52
SC	GREENWOOD 51
TN	KNOX COUNTY
TN	MONTGOMERY COUNTY
TN	SEVIER COUNTY
TN	PUTNAM COUNTY
TN	TIPTON COUNTY
TN	SHELBY COUNTY
TN	SULLIVAN COUNTY
TN	ROANE COUNTY
TN	COLLIERVILLE
TN	CUMBERLAND COUNTY
TN	GREENE COUNTY
TN	WARREN COUNTY
TN	CLAIBORNE COUNTY
TN	BRISTOL
TN	LINCOLN COUNTY
TN	HARDEMAN COUNTY SCHOOLS
TN	OBION COUNTY
TN	HUMPHREYS COUNTY
TN	GREENEVILLE
TN	CHESTER COUNTY
TN	ELIZABETHTON
TN	MILLINGTON MUNICIPAL SCHOOLS
TN	CANNON COUNTY
TN	LENOIR CITY
TN	CROCKETT COUNTY

Eligible School Districts as of Information Available 7/25/2023

TN	BLEDSON COUNTY
TN	ONEIDA
TN	HICKMAN COUNTY
TN	JOHNSON COUNTY
TN	STEWART COUNTY
TN	ALCOA
TN	ETOWAH
TN	SWEETWATER
TX	CARLISLE ISD
UT	ALPINE DISTRICT
UT	DAVIS DISTRICT
UT	GRANITE DISTRICT
UT	JORDAN DISTRICT
UT	WASHINGTON DISTRICT
UT	NEBO DISTRICT
UT	CANYONS DISTRICT
UT	WEBER DISTRICT
UT	SALT LAKE DISTRICT
UT	TOOELE DISTRICT
UT	CACHE DISTRICT
UT	PROVO DISTRICT
UT	OGDEN CITY DISTRICT
UT	BOX ELDER DISTRICT
UT	IRON DISTRICT
UT	WASATCH DISTRICT
UT	MURRAY DISTRICT
UT	UINTAH DISTRICT
UT	DUCHESNE DISTRICT
UT	SEVIER DISTRICT
UT	LOGAN CITY DISTRICT
UT	AMERICAN PREPARATORY ACADEMY
UT	JUAB DISTRICT
UT	MILLARD DISTRICT
UT	SOUTH SANPETE DISTRICT
UT	NORTH SANPETE DISTRICT
UT	EMERY DISTRICT
UT	KANE DISTRICT
UT	BEAVER DISTRICT
UT	GARFIELD DISTRICT
UT	ASCENT ACADEMIES OF UTAH
UT	SOUTH SUMMIT DISTRICT
UT	GRAND DISTRICT
UT	FREEDOM PREPARATORY ACADEMY
UT	AMERICAN LEADERSHIP ACADEMY
UT	NORTH SUMMIT DISTRICT
UT	HAWTHORN ACADEMY
UT	TINTIC DISTRICT

Eligible School Districts as of Information Available 7/25/2023

UT	RICH DISTRICT
UT	WAYNE DISTRICT
UT	LINCOLN ACADEMY
UT	MONTICELLO ACADEMY
UT	DAGGETT DISTRICT
UT	EAST HOLLYWOOD HIGH
UT	FAST FORWARD HIGH
UT	ROCKWELL CHARTER HIGH SCHOOL
UT	CANYON RIM ACADEMY
VA	FAIRFAX CO PBLC SCHS
VA	PRINCE WILLIAM CO PBLC SCHS
VA	LOUDOUN CO PBLC SCHS
VA	VA BEACH CITY PBLC SCHS
VA	SCOTT CO PBLC SCHS
VA	WYTHE CO PBLC SCHS
VA	LEE CO PBLC SCHS
VA	RADFORD CITY PBLC SCHS
VA	SMYTH CO PBLC SCHS
VT	ESSEX-WESTFORD SUPERVISORY DISTRICT
VT	CHAMPLAIN VALLEY SUPERVISORY DISTRICT
VT	BURLINGTON SUPERVISORY DISTRICT
VT	NORTH COUNTRY SUPERVISORY UNION
VT	WINDHAM SOUTHEAST SUPERVISORY UNION
VT	MAPLE RUN SUPERVISORY DISTRICT
VT	MOUNT MANSFIELD UNIFIED UNION SCHOOL DISTRICT #401
VT	SOUTH BURLINGTON SUPERVISORY DISTRICT
VT	ADDISON CENTRAL SUPERVISORY UNION
VT	FRANKLIN NORTHEAST SUPERVISORY UNION
VT	RUTLAND CITY SUPERVISORY DISTRICT
VT	ORANGE EAST SUPERVISORY UNION
VT	COLCHESTER SCHOOL DISTRICT
VT	BARRE SUPERVISORY UNION
VT	LAMOILLE NORTH MODIFIED USD #058B
VT	GREATER RUTLAND COUNTY SUPERVISORY UNION
VT	LAMOILLE SOUTH SUPERVISORY UNION
VT	CALEDONIA CENTRAL SUPERVISORY UNION
VT	WHITE RIVER VALLEY SUPERVISORY UNION
VT	KINGDOM EAST SUPERVISORY DISTRICT
VT	MISSISQUOI VALLEY SCHOOL DISTRICT (SUPERVISORY)
VT	ORLEANS CENTRAL SUPERVISORY UNION
VT	RUTLAND NORTHEAST SUPERVISORY UNION

Eligible School Districts as of Information Available 7/25/2023

VT	MT. ABRAHAM UNIFIED SCHOOL DISTRICT (SUPERVISORY)
VT	FRANKLIN WEST SUPERVISORY UNION
VT	SLATE VALLEY UNIFIED UNION SCHOOL DISTRICT (SUPERVISORY)
VT	HARTFORD SUPERVISORY DISTRICT
VT	WINDHAM CENTRAL SUPERVISORY UNION
VT	MILTON SUPERVISORY DISTRICT
VT	WINDHAM NORTHEAST SUPERVISORY UNION
VT	ORANGE SOUTHWEST SUPERVISORY UNION
VT	TWO RIVERS SUPERVISORY UNION
VT	MONTPELIER ROXBURY SUPERVISORY DISTRICT
VT	MILL RIVER UNIFIED UNION SUPERVISORY DISTRICT
VT	SPRINGFIELD SUPERVISORY DISTRICT
VT	WINDSOR SOUTHEAST SUPERVISORY UNION
VT	ADDISON NORTHWEST SUPERVISORY UNION
VT	WINOOSKI SUPERVISORY DISTRICT
VT	WINDHAM SOUTHWEST SUPERVISORY UNION
VT	GRAND ISLE SUPERVISORY UNION
WA	SEATTLE SCHOOL DISTRICT NO. 1
WA	SPOKANE SCHOOL DISTRICT
WA	KENT SCHOOL DISTRICT
WA	EVERGREEN SCHOOL DISTRICT (CLARK)
WA	HIGHLINE SCHOOL DISTRICT
WA	BETHEL SCHOOL DISTRICT
WA	KENNEWICK SCHOOL DISTRICT
WA	AUBURN SCHOOL DISTRICT
WA	YAKIMA SCHOOL DISTRICT
WA	NORTH THURSTON PUBLIC SCHOOLS
WA	CLOVER PARK SCHOOL DISTRICT
WA	BATTLE GROUND SCHOOL DISTRICT
WA	BELLINGHAM SCHOOL DISTRICT
WA	MEAD SCHOOL DISTRICT
WA	PUYALLUP SCHOOL DISTRICT
WA	SHORELINE SCHOOL DISTRICT
WA	WENATCHEE SCHOOL DISTRICT
WA	TAHOMA SCHOOL DISTRICT
WA	CAMAS SCHOOL DISTRICT
WA	FRANKLIN PIERCE SCHOOL DISTRICT
WA	TUMWATER SCHOOL DISTRICT
WA	MOUNT VERNON SCHOOL DISTRICT
WA	WALLA WALLA PUBLIC SCHOOLS
WA	WEST VALLEY SCHOOL DISTRICT (YAKIMA)

Eligible School Districts as of Information Available 7/25/2023

WA	EASTMONT SCHOOL DISTRICT
WA	OAK HARBOR SCHOOL DISTRICT
WA	KELSO SCHOOL DISTRICT
WA	CHENEY SCHOOL DISTRICT
WA	YELM SCHOOL DISTRICT
WA	SEDRO-WOOLLEY SCHOOL DISTRICT
WA	FERNDALE SCHOOL DISTRICT
WA	UNIVERSITY PLACE SCHOOL DISTRICT
WA	QUILLAYUTE VALLEY SCHOOL DISTRICT
WA	BREMERTON SCHOOL DISTRICT
WA	WEST VALLEY SCHOOL DISTRICT (SPOKANE)
WA	PORT ANGELES SCHOOL DISTRICT
WA	EAST VALLEY SCHOOL DISTRICT (SPOKANE)
WA	CENTRALIA SCHOOL DISTRICT
WA	CHEHALIS SCHOOL DISTRICT
WA	STEILACOOM HIST. SCHOOL DISTRICT
WA	QUINCY SCHOOL DISTRICT
WA	EAST VALLEY SCHOOL DISTRICT (YAKIMA)
WA	NORTH MASON SCHOOL DISTRICT
WA	SEQUIM SCHOOL DISTRICT
WA	WOODLAND SCHOOL DISTRICT
WA	SULTAN SCHOOL DISTRICT
WA	PULLMAN SCHOOL DISTRICT
WA	BLAINE SCHOOL DISTRICT
WA	GRANITE FALLS SCHOOL DISTRICT
WA	GOLDENDALE SCHOOL DISTRICT
WA	LAKEWOOD SCHOOL DISTRICT
WA	VANCOUVER SCHOOL DISTRICT
WA	MOUNT BAKER SCHOOL DISTRICT
WA	ROCHESTER SCHOOL DISTRICT
WA	NOOKSACK VALLEY SCHOOL DISTRICT
WA	MERIDIAN SCHOOL DISTRICT
WA	HOQUIAM SCHOOL DISTRICT
WA	LAKE CHELAN SCHOOL DISTRICT
WA	CASCADE SCHOOL DISTRICT
WA	ARLINGTON SCHOOL DISTRICT
WA	NINE MILE FALLS SCHOOL DISTRICT
WA	WHITE SALMON VALLEY SCHOOL DISTRICT
WA	ZILLAH SCHOOL DISTRICT
WA	GRANGER SCHOOL DISTRICT
WA	CHIMACUM SCHOOL DISTRICT
WA	TOLEDO SCHOOL DISTRICT
WA	KALAMA SCHOOL DISTRICT
WA	CLE ELUM-ROSLYN SCHOOL DISTRICT
WA	WASHOUGAL SCHOOL DISTRICT
WA	KITTITAS SCHOOL DISTRICT
WA	DIERINGER SCHOOL DISTRICT

Eligible School Districts as of Information Available 7/25/2023

WA	REPUBLIC SCHOOL DISTRICT
WA	CONCRETE SCHOOL DISTRICT
WA	TOUTLE LAKE SCHOOL DISTRICT
WA	OAKVILLE SCHOOL DISTRICT
WA	REARDAN-EDWALL SCHOOL DISTRICT
WA	OCOSTA SCHOOL DISTRICT
WA	ADNA SCHOOL DISTRICT
WA	COLFAX SCHOOL DISTRICT
WA	ASOTIN-ANATONE SCHOOL DISTRICT
WA	QUILCENE SCHOOL DISTRICT
WA	LYLE SCHOOL DISTRICT
WA	WILLAPA VALLEY SCHOOL DISTRICT
WA	WATERVILLE SCHOOL DISTRICT
WA	WILBUR SCHOOL DISTRICT
WA	PORT TOWNSEND SCHOOL DISTRICT
WA	EASTON SCHOOL DISTRICT
WA	UNION GAP SCHOOL DISTRICT
WA	CRESTON SCHOOL DISTRICT
WA	KAHLOTUS SCHOOL DISTRICT
WA	LAMONT SCHOOL DISTRICT
WA	GRAPEVIEW SCHOOL DISTRICT
WA	SPRAGUE SCHOOL DISTRICT
WA	ONION CREEK SCHOOL DISTRICT
WA	CRESCENT SCHOOL DISTRICT
WI	MILWAUKEE SCHOOL DISTRICT
WI	MADISON METROPOLITAN SCHOOL DISTRICT
WI	KENOSHA SCHOOL DISTRICT
WI	GREEN BAY AREA PUBLIC SCHOOL DISTRICT
WI	RACINE UNIFIED SCHOOL DISTRICT
WI	EAU CLAIRE AREA SCHOOL DISTRICT
WI	SUN PRAIRIE AREA SCHOOL DISTRICT
WI	WEST ALLIS-WEST MILWAUKEE SCHOOL DISTRICT
WI	MCFARLAND SCHOOL DISTRICT
WI	BELOIT SCHOOL DISTRICT
WI	VERONA AREA SCHOOL DISTRICT
WI	WAUNAKEE COMMUNITY SCHOOL DISTRICT
WI	OREGON SCHOOL DISTRICT
WI	MILTON SCHOOL DISTRICT
WI	DE FOREST AREA SCHOOL DISTRICT
WI	GREENFIELD SCHOOL DISTRICT
WI	BARABOO SCHOOL DISTRICT
WI	MOUNT HOREB AREA SCHOOL DISTRICT
WI	ANTIGO UNIFIED SCHOOL DISTRICT
WI	ASHLAND SCHOOL DISTRICT

Eligible School Districts as of Information Available 7/25/2023

WI	EDGERTON SCHOOL DISTRICT
WI	ALTOONA SCHOOL DISTRICT
WI	BARRON AREA SCHOOL DISTRICT
WI	WISCONSIN DELLS SCHOOL DISTRICT
WI	EAST TROY COMMUNITY SCHOOL DISTRICT
WI	LODI SCHOOL DISTRICT
WI	LAKE MILLS AREA SCHOOL DISTRICT
WI	AMERY SCHOOL DISTRICT
WI	PRESCOTT SCHOOL DISTRICT
WI	BLOOMER SCHOOL DISTRICT
WI	SAINT FRANCIS SCHOOL DISTRICT
WI	ELK MOUND AREA SCHOOL DISTRICT
WI	TOMAHAWK SCHOOL DISTRICT
WI	STANLEY-BOYD AREA SCHOOL DISTRICT
WI	SPOONER AREA SCHOOL DISTRICT
WI	BELLEVILLE SCHOOL DISTRICT
WI	NEW GLARUS SCHOOL DISTRICT
WI	AUGUSTA SCHOOL DISTRICT
WI	PARKVIEW SCHOOL DISTRICT
WI	CRANDON SCHOOL DISTRICT
WI	DEERFIELD COMMUNITY SCHOOL DISTRICT
WI	DURAND-ARKANSAW SCHOOL DISTRICT
WI	DARLINGTON COMMUNITY SCHOOL DISTRICT
WI	WILLIAMS BAY SCHOOL DISTRICT
WI	CUBA CITY SCHOOL DISTRICT
WI	SOUTHWESTERN WISCONSIN SCHOOL DISTRICT
WI	BLAIR-TAYLOR SCHOOL DISTRICT
WI	ALMA CENTER SCHOOL DISTRICT
WI	LUCK SCHOOL DISTRICT
WI	CORNELL SCHOOL DISTRICT
WI	HILLSBORO SCHOOL DISTRICT
WI	MONTICELLO SCHOOL DISTRICT
WI	LAKE HOLCOMBE SCHOOL DISTRICT
WI	JUDA SCHOOL DISTRICT
WI	ALMA SCHOOL DISTRICT
WI	PEPIN AREA SCHOOL DISTRICT
WI	HOLY HILL AREA SCHOOL DISTRICT
WI	MARSHALL SCHOOL DISTRICT
WI	PLUM CITY SCHOOL DISTRICT
WV	CABELL COUNTY SCHOOLS
WV	KANAWHA COUNTY SCHOOLS
WV	MERCER COUNTY SCHOOLS
WV	MARION COUNTY SCHOOLS
WV	WAYNE COUNTY SCHOOLS
WV	FAYETTE COUNTY SCHOOLS



Eligible School Districts as of Information Available 7/25/2023

WV	HARRISON COUNTY SCHOOLS
WV	GREENBRIER COUNTY SCHOOLS
WV	WYOMING COUNTY SCHOOLS
WV	NICHOLAS COUNTY SCHOOLS
WV	UPSHUR COUNTY SCHOOLS
WV	LINCOLN COUNTY SCHOOLS
WV	MCDOWELL COUNTY SCHOOLS
WV	PUTNAM COUNTY SCHOOLS
WV	LEWIS COUNTY SCHOOLS
WV	MONROE COUNTY SCHOOLS
WV	SUMMERS COUNTY SCHOOLS
WV	WEBSTER COUNTY SCHOOLS
WV	POCAHONTAS COUNTY SCHOOLS
WV	CALHOUN COUNTY SCHOOLS
WV	TUCKER COUNTY SCHOOLS
WV	GILMER COUNTY SCHOOLS
WV	BARBOUR COUNTY BOARD OF EDUCATION
WV	RITCHIE COUNTY SCHOOLS
WY	NATRONA COUNTY SCHOOL DISTRICT #1

Eligible Cities and Counties as of Information Available 7/25/2023

**Eligible Counties and Cities**

Based on information available as of 7/25/2023

State	Entity Type	Entity Name
AZ	County	Maricopa County, Arizona
CA	County	San Joaquin County, California
CA	County	Monterey County, California
CA	County	Santa Cruz County, California
CO	County	Denver County, Colorado
CO	County	Jefferson County, Colorado
CO	County	Boulder County, Colorado
CO	County	Eagle County, Colorado
CO	County	Pitkin County, Colorado
FL	City	Coral Springs city, Florida
FL	County	Osceola County, Florida
IL	County	Lake County, Illinois
KY	County	Jefferson County, Kentucky
KY	City	Morganfield city, Kentucky
LA	City	Natchitoches city, Louisiana
MA	City	Brockton city, Massachusetts
MD	County	Montgomery County, Maryland
MD	County	Baltimore County, Maryland
MD	County	Anne Arundel County, Maryland
MD	County	Howard County, Maryland
MD	County	Frederick County, Maryland
MD	County	Garrett County, Maryland
NH	City	Rochester city, New Hampshire
OK	County	Oklahoma County, Oklahoma
OK	City	Edmond city, Oklahoma
OK	County	Le Flore County, Oklahoma
OK	County	Kay County, Oklahoma
OK	County	Lincoln County, Oklahoma

Eligible Cities and Counties as of Information Available 7/25/2023

OK	County	Beaver County, Oklahoma
OK	County	Coal County, Oklahoma
OK	County	Dewey County, Oklahoma
OK	County	Greer County, Oklahoma
OK	County	Harmon County, Oklahoma
OK	County	Harper County, Oklahoma
OK	County	Hughes County, Oklahoma
OK	County	Jackson County, Oklahoma
OK	County	Jefferson County, Oklahoma
OK	County	Noble County, Oklahoma
OK	County	Texas County, Oklahoma
OK	County	Tillman County, Oklahoma
OK	County	Woodward County, Oklahoma
OK	City	Yukon city, Oklahoma
PA	City	Philadelphia city, Pennsylvania
PA	County	Montgomery County, Pennsylvania
PA	County	Bucks County, Pennsylvania
TN	County	Houston County, Tennessee
TN	County	Stewart County, Tennessee
TX	County	Harris County, Texas
TX	Health system	Harris county health system, Texas
WA	County	King County, Washington
WA	County	Thurston County, Washington
WA	County	Whatcom County, Washington
WA	County	Skagit County, Washington
WI	City	Milwaukee city, Wisconsin
WV	County	Mercer County, West Virginia
WV	County	Putnam County, West Virginia

**DESCRIPTION OF SETTLEMENT AGREEMENT**  
**BETWEEN ALTRIA**  
**AND SETTLING GOVERNMENT ENTITY PLAINTIFFS**

Altria Group, Inc., Philip Morris USA, Inc., Altria Client Services LLC, Altria Enterprises LLC, and Altria Group Distribution Company (collectively “Altria”) has entered into a Settlement Agreement with court-appointed Plaintiffs’ Leadership in MDL No. 2913 and JCCP No. 5052 (together “Plaintiffs’ Leadership”<sup>1</sup>) on behalf of all Settling Government Entity Plaintiffs. The Settlement Agreement establishes a program to resolve, only as against Altria and the other Released Parties<sup>2</sup>, the actions and claims that the Settling Government Entity Plaintiffs had, now have, or will have in the future against Altria in connection with: the design, manufacture, production, advertisement, marketing, distribution, sale, use, and performance of JUUL Products; Altria’s conduct related to its investment in JUUL Labs, Inc. (“JLI”); and Altria’s interactions with JLI and JLI-related persons.

**Total Value of Settlement and Payment Schedule**

Plaintiffs’ Leadership negotiated a total gross Government Entity settlement fund with Altria of \$168,250,000.

The total settlement funds will be paid by Altria into the Government Entity Qualified Settlement Account within sixty (60) days of Final Approval of the Altria Class Action settlement. The settlement funds will be divided such that the Municipality Portion is 21.5% and the School District Portion is 78.5%, *if all* Eligible Government Entity Plaintiffs agree to participate in this Settlement Program. Thus, the total *maximum* Settlement Payment funds to be received by the Settling Municipalities is \$36,173,750 and by the Settling School Districts is \$132,076,250. This allocation of the total Government Entity settlement fund was recommended and ultimately approved by the Mediator, Thomas J. Perrelli, who was appointed by the MDL Court.

If an Eligible Government Entity Plaintiff declines to participate in this Settlement Program, an amount equal to that Government Entity’s allocated share of the settlement funds shall be deducted from the total settlement fund amount.

**Settlement Offer Values and the Claim Valuation Process**

In order to be an Eligible Government Entity Plaintiff and participate in the Settlement Program, the Government Entity must have (1) filed a claim or cause of action against Altria as of May 10, 2023, whether or not those claim(s) or causes of action have been consolidated into *In re: JUUL Labs, Inc. Marketing Sales Practices & Products Liability Litigation* (N.D. Cal.) or *JUUL Labs*

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<sup>1</sup> “Plaintiffs’ Leadership” means the court-appointed Plaintiffs’ Co-Lead Counsel in MDL No. 2913 (Sarah London, Dena Sharp, Ellen Relkin, and Dean Kawamoto), MDL Government Entity Liaison Counsel Tom Cartmell, and the court-appointed Public Entity Plaintiffs Co-Lead Counsel in JCCP No. 5052 (John Fiske and Rahul Ravipudi).

<sup>2</sup> The “Released Parties” are set out in the “Government Entity Release of All Claims” in Definition 10 (page 3).

*Product Cases*, JCCP No. 5052; or (2) been represented by Plaintiffs' Counsel to pursue a cause of action against Altria and/or any other Released Party and executed a signed retainer as of May 10, 2023. (The San Francisco Unified School District is excluded from this settlement and is entering a separate settlement agreement.) A Government Entity under the Settlement Agreement is any U.S. domestic government entity, including but not limited to school districts, counties, cities, and municipalities (but not including Native American Tribes, U.S. States, or U.S. territories).

A total of approximately 1,596 Eligible Government Entity Plaintiffs are covered by the Settlement Agreement. The School District Portion of the Settlement Funds will be allocated to approximately 1,540 of these Entities (1,508 School Districts and 32 Regional Offices of Education), and the Municipality Portion of the Settlement Funds will be allocated to 56 of these Entities (46 Counties, 9 Cities, and 1 County Health Agency). As noted above, the total Settlement Payment will be divided such that the Municipality Portion is 21.5% and the School District Portion is 78.5%, assuming that *all* Eligible Government Entity Plaintiffs agree to participate in this Settlement Program. Thus, the total maximum Settlement Payment funds to be received by the Settling Municipalities is \$36,173,750 and by the Settling School Districts is \$132,076,250.

The accompanying "Altria School District Allocation Approach" document sets out in detail the method and factors approved by the court-appointed Mediator for allocating the School District Portion of the Settlement Funds among the 1,540 Eligible School Districts. (A similar method is used to determine the allocation for the Municipality portion of the Settlement Funds.) The accompanying "Final Allocation: School District" document sets out each of the 1,540 Eligible School District's allocated percentage and dollar amount share of the \$132,076,250 total Settlement Payment along with each School District's relevant allocation factors.

We believe that each Eligible Government Entity's settlement offer value under this Settlement Agreement fairly reflects the circumstances of each Government Entity's case against Altria. If you have any questions regarding the court-appointed Mediator's allocation factors and method, the amount of your allocated share of the Settlement Funds, or any aspect of the information provided in this "Description of Settlement Agreement" document, please contact us and we will be happy to answer your questions.

### **Use of Settlement Proceeds**

The settlement proceeds are intended to be used for "compensatory restitution or remediation," and no amount to be distributed under the Settlement Agreement "represents reimbursement to any Settling Government Entity Plaintiff for the costs of any investigation or litigation." Nothing in the Settlement Agreement prohibits or impairs the payment of Attorneys' Fees and Expenses by Settling Government Entity Plaintiffs out of the settlement proceeds. Compensatory restitution or remediation are broad terms that are not specifically enumerated or defined in the Settlement and thus provide flexibility to Settling Government Entity Plaintiffs to use the settlement proceeds to address the problem of youth vaping and nicotine addiction.

### **Attorneys' Fees, Litigation Costs, and Common Benefit Assessment**

Each Eligible Government Entity's Settlement Allocation -- set out in the accompanying court-appointed Mediator's "Final Allocation: School Districts" document -- is the Entity's gross

settlement amount before the reduction for attorney's fees, case expenses, the court-ordered Common Benefit assessment, and any applicable liens.

The attorneys' fees to be paid by each settling Government Entity are those set forth in the Entity's attorney-client contract. Expenses to be reimbursed by a settling Entity will be reflected on the final "Disbursement Statement" (to be provided in the future) and will include case-specific and general expenses. Case-specific expenses are those that benefit a specific Entity (e.g., the costs of filing the Entity's lawsuit). General expenses are those that benefit a larger group of Entities represented by the same law firm. General expenses are allocated across the group of benefited Entities in accordance with the Entity's attorney-client contract. In addition, each settling Entity's net settlement amount will reflect a court-ordered assessment for the Common Benefit Fee and Expense fund of between 7% and 10% of the Claimant's total gross settlement amount.<sup>3</sup> The common benefit Fee and Expense Fund assessment is used by the Court to reimburse the attorneys who spent time and outlaid expenses in connection with Common Benefit Work in the coordinated Federal and California litigation.

### **Liens**

The "Government Entity Release of All Claims" ("Release") to be signed by each Settling Government Entity Plaintiff provides that the Entity "shall identify to the Government Entity Settlement Administrator for the Government Entity Settlement all Persons and entities known to it to hold or assert any Lien with respect to any Settlement Payment." The Release further provides that the settling Government Entity is solely responsible for the "satisfaction and discharge of any and all Liens with respect to any Settlement Payment," and that prior to the first time that an Individual Government Entity Settlement Payment is made to it, the Entity "shall represent and warrant that any and all Liens with respect to any and all Settlement Payments (and/or the right to receive any and all Settlement Payments) have been satisfied and discharged."

### **Right of Termination**

Under the terms of the Settlement Agreement, Altria retains the right to terminate this Settlement Agreement if more than a certain number of Eligible Government Entity Plaintiffs do not timely accept their settlement offers through the Settlement Program and submit a properly executed "Government Entity Release of All Claims." Altria also retains the right to terminate this Settlement Agreement if the MDL Court does not grant Preliminary or Final Approval to the Class Settlement Agreement. If this Settlement Agreement is terminated for any reason, the JUUL-related claims of each Eligible Government Entity against Altria shall revert to the same position

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<sup>3</sup> This assessment is required by parallel federal and state court orders: Case Management Order 5(A) "Establishing a Common Benefit Fee and Expense Fund," entered on May 27, 2020, by Judge William H. Orrick, U.S. District Court Northern District of California in *In re: JUUL Labs, Inc., Marketing, Sales Practices, and Products Liability Litigation* (MDL No. 2913); and Case Management Order 10 -- "Public Entity Plaintiffs' Supplemental Common Benefit Order," entered on July 28, 2020, by Judge Ann I. Jones, Superior Court of the State of California, County of Los Angeles-Spring Street in *JUUL Labs Product Cases* (JCCP No. 5052). Both orders provide for a Costs Assessment of 2% and a Fee Assessment of 5% (or, in one instance, 8%) of the gross settlement amount. "Late Participating Counsel" under Judge Orrick's CMO 5(A) are the lone exception and are subject to an 8% Fee Assessment. The specific allocation of the overall hold back, i.e. the percentage for fees and the percentage for costs, may be altered by court order.

they were in immediately prior to the execution of this Settlement Agreement, and those claims against Altria will continue to be prosecuted in the court system.

## Altria School District Allocation Approach

This document describes the allocation method used to determine how the Altria global settlement amount will be distributed among the group of litigating educational entities. A similar method is applied to the allocation for counties and cities and to school districts in the settlement.<sup>1</sup> As of August 10, 2023, the total number of litigating educational entities was 1,540, comprised of 1,508 school districts and 32 regional education agencies.<sup>2</sup> **Table 1** provides a distributional summary of litigating entities by type and size.

**TABLE 1. SUMMARY OF LITIGATING EDUCATIONAL ENTITIES, BY ENTITY TYPE<sup>3</sup>**

STUDENT POPULATION	SCHOOL DISTRICTS	REGIONAL EDUCATION AGENCIES	TOTAL
< 250	61	-	61
251 - 1,000	331	1	332
1,001 - 2,500	411	-	411
2,501 - 10,000	433	7	440
10,001 - 25,000	176	14	190
25,001 - 100,000	78	7	85
100,001 - 200,000	11	1	12
>= 200,000	7	2	9
<b>Total</b>	<b>1,508</b>	<b>32</b>	<b>1,540</b>
<b>Percent of Total</b>	<b>98%</b>	<b>2%</b>	<b>100%</b>
Median Size	2,164	15,397	2271

The allocation method relies on student population as the primary allocation factor, with the number of physical schools serving as a secondary factor for school districts. Given the heterogeneity of the group of litigating educational entities, the allocation method also incorporates additional weighting factors and rules establishing a minimum and maximum allocation per entity. The allocation method is described in greater detail below.

<sup>1</sup> Entities which also filed against JUUL will receive this allocation in addition to the JUUL allocation.

<sup>2</sup> Regional education agencies are agencies which provide specialized education services and support for more than one school district. These include County Offices of Education (CA), Educational Service Centers (OH), Boards of Cooperative Educational Services (NY), and Intermediate School Districts (MI).

<sup>3</sup> As discussed further in Section A, regional education agencies may also directly administer a group of schools within its jurisdiction. In the 12 instances where the NCES enrollment for those schools is non zero, a regional education agency is counted twice – once as a school district and once as a regional education agency.



**A. ALLOCATION FACTORS**

**Student population** is the primary factor used to determine the share of a global settlement that each entity will receive, where each entity is provided a fixed dollar amount per student. Student population is drawn from the National Center of Education Statistics (NCES) Elementary/Secondary Information System (ELSI) for the school year 2020-21.<sup>4,5</sup>

The allocation model includes a second factor: **number of schools**. The same NCES data set is used to determine the number of schools operated by each school district. This second factor is intended to recognize that a portion of abatement costs is driven by the number of schools that a school district operates.

For both student population and the number of schools, the allocation model weights elementary and middle school-aged students to high school-aged students at a ratio of one-third, and two-thirds, respectively. **Table 2** below shows how the model defines elementary, middle, and high school-aged students. Schools are defined based on the highest grade level served. For example, a school that serves kindergarten through fifth grade is defined as an elementary school where a school that serves kindergarten through eighth grade is defined as a middle school. These weightings recognize that the potential for use generally increases with age.

**TABLE 2. GRADE-LEVEL WEIGHTING FACTORS**

	WEIGHTING FACTOR	SCHOOL DISTRICTS
Elementary School (ES)	1/3	Grades PK-5
Middle School (MS)	2/3	Grades 6-8
High School (HS)	1	Grades 9-12

In addition to grade-level weighting, the allocation model incorporates the following additional factors:

- **Special Consideration for Bellwethers.** In recognition of the additional level of effort and associated litigation costs, all litigating entities that are serving as bellwether cases will receive a baseline allocation of 0.720 percent (or \$4.00 million under the current \$168.25 million settlement) and a weighting factor of 4.5.

In recognition of its role as both a municipality and an administrator of the local school district, the City of Rochester will receive a baseline allocation of 0.720 percent as a school district (or \$1.21 million under the current \$168.25 million settlement) and a separate baseline allocation of 0.0720 percent as a city (or \$121,140 under the current \$168.25 million settlement). In addition, the allocation method applies a 5.0 weight to the City of Rochester.

- **Regional Education Agencies.** The allocation method applies a 0.05 weighting to regional education agencies. This weighting is intended to recognize the more minimal level of engagement and interaction that occurs between these entities and students relative to

<sup>4</sup> U.S. Department of Education. Institute of Education Sciences, National Center for Education Statistics. See Elementary/Secondary Information System. Available online at: <https://nces.ed.gov/ccd/elsi/>

<sup>5</sup> For Regional Education Agencies, we calculate the population as the total population of all districts served by that agency.

school districts. Regional education agencies may also directly administer a group of schools within its jurisdiction; the method separately treats these schools and the associated student population as a school district for purposes of allocation.<sup>6</sup>

- **Litigation Risk Weighting.** The allocation method incorporates three factors to reflect litigation risk: (a) entity size as measured by student population, (b) filing status, and (c) state jurisdiction. Note, these weighting factors do not apply to bellwethers.

*Entity Size.* As previously discussed, the group of litigating entities is highly heterogenous with respect to the number of students that each entity serves. In general, there is an inverse relationship between entity size (based on the number of students served) and litigation risk. Accordingly, the allocation method incorporates the following weights based on student population (**Table 3**). These weights apply to both the per student and per school portions of the allocation method.

**TABLE 3. LITIGATION RISK WEIGHTING BY SIZE CLASS: SCHOOL DISTRICTS**

STUDENT POPULATION	WEIGHTING FACTOR
< 10,001	0.50
10,001 to 25,000	0.75
25,001 to 100,000	1.00
100,001 to 200,000	1.25
>200,000	1.50

*Filing Status.* In addition to size, the allocation method also considers filing status as a secondary risk factor. Specifically, we define three filing groups:

- Filing Group 1 includes entities filed before 9/1/2022.
- Filing Group 2 includes entities filed after 9/1/2022 or filed after 10/3/2022 but appearing on either of two MDL census lists.<sup>7</sup>
- Filing Group 3 includes entities filed after 10/3/2022.

No adjustments are applied to entities in Filing Group 1. **Table 4** show the percentage discounts applied to Filing Groups 2 and 3. Note, the discount for Filing Group 3 is applied on top of the Filing Group 2 discount.

<sup>6</sup> For example, San Diego County Office of Education supports all the districts in SD County (which include almost 500,000 students) and directly runs 7 schools with over 1,000 students.

<sup>7</sup> The allocation method considers presence on either the MDL census dated 12/2019 and 10/4/2022.

TABLE 4. LITIGATION RISK WEIGHTING: SCHOOL DISTRICTS

STUDENT POPULATION	FILING GROUP 1	FILING GROUP 2		FILING GROUP 3	
		PERCENTAGE DISCOUNT	ADJUSTED-WEIGHT	PERCENTAGE DISCOUNT	ADJUSTED-WEIGHT
< 10,001	0.50	10%	0.45	65%	0.16
10,001 to 25,000	0.75		0.68		0.24
25,001 to 100,000	1.00	25%	0.75		0.26
100,001 to 200,000	1.25	40%	0.75		0.26
>200,000	1.50		0.90		0.32

*State Jurisdiction.* Finally, the method applies a 0.50 weighting for litigating entities located in the State of Oklahoma. This factor reflects information provided by the legal team regarding rulings issued by the Oklahoma Supreme Court that would have a likely negative effect on cases brought in that state.

#### B. MINIMUM AND MAXIMUM ALLOCATION PER ENTITY

Given the heterogeneity of the educational entities, the allocation method applies the following minimum and maximum allocation rules:

- **Minimum Allocation.** The minimum allocation for any entity is 0.0015 percent of the total settlement amount, or \$2,524 based on the current settlement amount of \$168.25 million. Funding for minimums is taken from all entities above the minimum in proportion to their original allocation excluding baseline allocation amounts to the bellwether entities.
- **Maximum Allocation.** The maximum allocation for any entity is 4.286 percent of the total settlement amount, or \$7.21 million based on the current settlement amount of \$168.25 million. Any funding in excess of the maximum allocation is redistributed to the remaining litigating entities in proportion to their original allocation excluding baseline allocation amounts to the bellwether entities. Entities that received the minimum allocation do not receive any of the redistributed 'excess' funding.

To execute the minimum and maximum allocation rules, we first find all entities below the minimum allocation and bring them up to the minimum allocation by redistributing funds from all entities which receive more than the minimum allocation. If this redistribution results in any entities falling below the minimum, the process is repeated. After ensuring that all entities receive the minimum allocation, we then find all entities above the maximum allocation. We redistribute all funding in excess of the maximum to the subset of entities below the maximum, excluding the subset of entities that received the minimum allocation. This process is repeated until no entities receive more than the maximum allocation.<sup>8</sup>

#### C. ALLOCATION PER STUDENT AND PER SCHOOL

The allocation is distributed using a defined dollar amount per student and, for school districts, an additional amount based on a defined dollar amount per school. To calculate the amount per student (or per school), the total amount allocated to students is divided by the total student (or school) population, adjusted for the weighting factors described above. The steps for calculating the

<sup>8</sup> For the minimum and maximum allocation rule the process is repeated once under the current allocation.

per student allocation for school districts is described in greater detail below. The steps are the same for calculating the per school allocation for school districts.

To calculate the per student allocation for school districts:

**1. Calculate the share of the global settlement allocated to students for school districts.**

Under the current allocation method, 78.5 percent of the global settlement is allocated to school districts and 21.5 percent to municipalities (i.e., cities and counties). After taking into the baseline allocation for school districts (e.g., \$1.21 million for bellwethers), the remaining amount is allocated: 80 percent in proportion to the weighted number of students and 20 percent in proportion to the weighted number of schools. **Appendix A** provides an illustration of these allocations between school districts and municipalities, and within school districts, between students and schools.

**2. Calculate the sum of the *weighted* student population for all school districts.**

In the below formula, the *Entity Weight* refers to the product of all weighting factors applicable to a specific entity. For example, a regional education agency that serves 25,000 students has a weight of 0.0375 (i.e., 0.05 multiplied by 0.75).

$$\text{Total Weighted Student Population} = \sum_{\text{Entities}} \text{Weighted Student Population}_{\text{Entity}}$$

Where:

Weighted Student Population<sub>Entity</sub>

$$= \left( \text{ES Students}_{\text{Entity}} \times \frac{1}{3} + \text{MS Students}_{\text{Entity}} \times \frac{2}{3} + \text{HS Students}_{\text{Entity}} \right) \times \text{Entity Weight}_{\text{Entity}}$$

Some examples:

The weighted population for a bellwether school district is the sum of the following three figures multiplied by an Entity Weight of 4.5:

- Elementary school students subtotal multiplied by 1/3
- Middle school students subtotal multiplied by 2/3
- High school students subtotal

The weighted population for a school district with less than 10,000 students is the sum of the following three figures multiplied by an Entity Weight of 0.50:

- Elementary school students subtotal multiplied by 1/3
- Middle school students subtotal multiplied by 2/3
- High school students subtotal

**3. Calculate the ‘dollar per weighted student’ by dividing the per student portion of the allocation (Step 1) by the weighted student population (Step 2).**

$$\text{\$ per Weighted Student} = \frac{\text{Per Student Portion of School District Allocation}}{\text{Total Weighted Student Population}}$$

**Appendix B** includes examples of the per capita calculations for students and schools for the global settlement amount.

**D. ALLOCATION FORMULA**

With the per student and per school allocation amount calculated, the formulas below calculate the allocation amount by entity type. **Appendix B** includes example allocations for representative school districts.

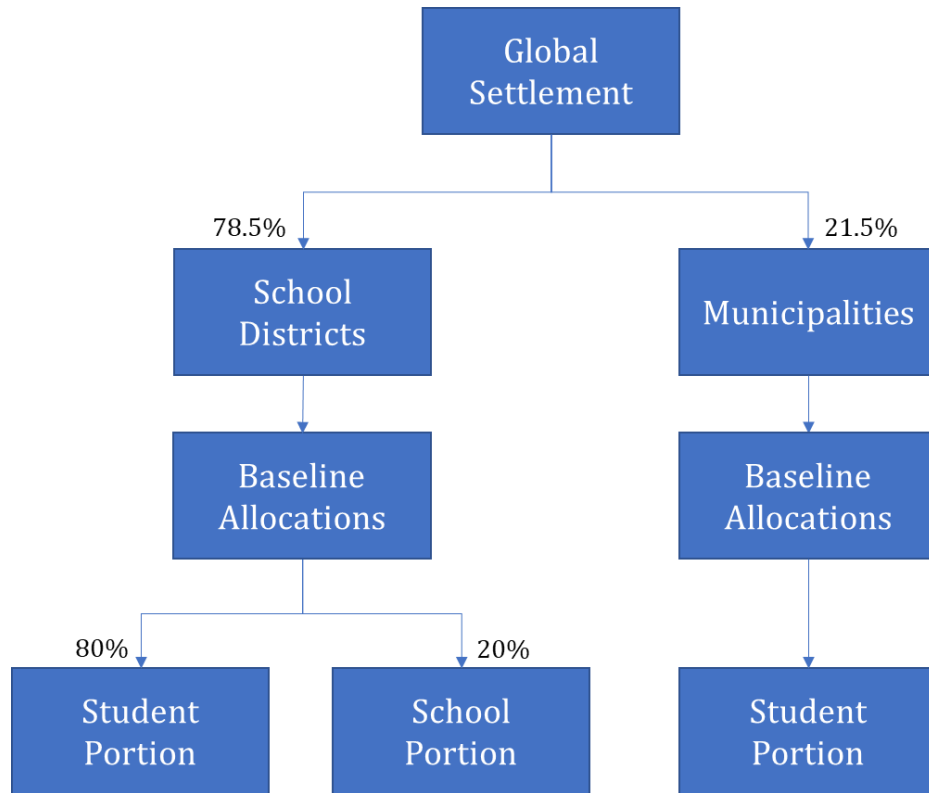
**School District Allocation Formula**

$$\begin{aligned} \text{Allocation}_{Entity} = & \text{Baseline}_{Entity} \\ & + \text{\$ per Weighted Student} \times \text{Weighted Student Population}_{Entity} \\ & + \text{\$ per Weighted School} \times \text{Weighted Number of Schools}_{Entity} \\ & + \% \text{ change in per capita allocation from the reallocation of max and mins} \end{aligned} \quad \left. \vphantom{\text{Allocation}_{Entity}} \right\} \text{Per capita allocation}$$

Below is the allocation formula broken down separately between students and schools:

$$\begin{aligned} \text{Allocation}_{Entity} = & \text{Baseline}_{Entity} \\ & + \text{\$ per Weighted Student} \\ & \quad \times \left( \text{ES Student}_{Entity} \times \frac{1}{3} + \text{MS Student}_{Entity} \times \frac{2}{3} + \text{HS Student}_{Entity} \right) \\ & \quad \times \text{Entity Weight}_{Entity} \\ & + \text{\$ per Weighted School} \\ & \quad \times \left( \text{ES Campus}_{Entity} \times \frac{1}{3} + \text{MS Campus}_{Entity} \times \frac{2}{3} + \text{HS Campus}_{Entity} \right) \\ & \quad \times \text{Entity Weight}_{Entity} \\ & + \% \text{ change in per capita allocation from the reallocation of max and mins} \end{aligned} \quad \left. \vphantom{\text{Allocation}_{Entity}} \right\} \begin{array}{l} \text{Weighted} \\ \text{Student} \\ \text{Population} \end{array} \quad \left. \vphantom{\text{Allocation}_{Entity}} \right\} \begin{array}{l} \text{Weighted} \\ \text{Number of} \\ \text{Schools} \end{array}$$

**APPENDIX A. ALLOCATION FRAMEWORK**



**APPENDIX B. ALLOCATION FOR A 168.25 MILLION DOLLAR GLOBAL SETTLEMENT**

**Table B.1** shows the top-level splits for the current global settlement of \$168.25 million. Below we show in more detail the calculations for school districts.

**TABLE B.1. ALLOCATION DISTRIBUTION FOR A \$168.25 MILLION GLOBAL SETTLEMENT**

	\$ per Entity (Millions)	Total (Millions)	%
<b>Settlement</b>		\$168.25	
<b>School District Portion</b>		\$132.08	78.5%
Baseline for bellwethers	\$1.21	\$4.85	4%
Baseline for non-bellwethers	\$0.00	\$0.00	0%
Remaining for districts after baselines		\$127.23	96%
Student Portion		\$101.78	80%
School Portion		\$25.45	20%
<b>Municipality Portion</b>		\$36.17	21.5%

**School District Allocation**

*Allocation per Student*

**Table B.2** shows the number of students, unweighted and weighted, by grade level for all currently litigating school districts and regional offices of education. The calculation below shows the dollar per weighted student for a global settlement amount of \$168.25 million. Note, that the weighted number of students reflects all the allocation factors described in **Section A**.

**TABLE B.2. ALLOCATION PER STUDENT: SCHOOL DISTRICT**

Grade Level	Unweighted # of Students (Millions)	Weighted # of Students (Millions)
Elementary School (ES)	7.34	1.93
Middle School (MS)	3.76	1.98
High School (HS)	5.38	4.16
<b>Total</b>	<b>16.48</b>	<b>8.07</b>

\*Totals may not sum due to rounding.

$$\begin{aligned}
 \text{\$ per Weighted Student} &= \frac{\text{Per Student Portion of School District allocation}}{\text{Total Weighted Student Population}} \\
 &= \frac{\text{\$102 Million}}{\text{8.07 Million Weighted Students}} \\
 &= \frac{\text{\$12.6}}{\text{Weighted Student}}
 \end{aligned}$$

### Allocation per School

**Table B.3** shows the number of schools, unweighted and weighted, by grade level for all currently litigating school districts and regional offices of education. The calculation below shows the dollar per weighted school for a global settlement amount of \$168.25 million. Note, that the weighted number of schools reflects all the allocation factors described in **Section A**.

**TABLE B.3. ALLOCATION PER SCHOOL**

Grade Level	Unweighted # of Schools	Weighted # of Schools
Elementary School (ES)	11,334	2,884
Middle School (MS)	9,412	4,557
High School (HS)	7,577	5,301
<b>Total</b>	<b>28,323</b>	<b>12,743</b>

\*Totals may not sum due to rounding.

$$\begin{aligned}
 \text{\$ per Weighted School} &= \frac{\text{Per School Portion of School District allocation}}{\text{Total Weighted \# of Schools}} \\
 &= \frac{\$25 \text{ Million}}{12,743 \text{ Weighted Schools}} \\
 &= \frac{\$2.0 \text{ k}}{\text{Weighted School}}
 \end{aligned}$$

### Distribution of allocation from minimum and maximum allocation rules

As discussed in **Section B**, the allocation method applies an iterative process to raise the allocation amount for all entities below the minimum and redistributing excess funding for entities above the maximum.<sup>9</sup> **Table B.4** presents the aggregate change in funding from these two rules and then presents the change in allocation as a percentage for the subset of entities above the minimum but below the maximum.

**TABLE B.4. REALLOCATION OF MINIMUMS AND MAXIMUMS (IN MILLIONS)**

	Funding for minimums <i>A</i>	Excess from maximums <i>B</i>	Total to be redistributed <i>C = A + B</i>	Per capita allocation of entities not receiving min or max <i>D</i>	% change in per capita allocation <i>E = C / D</i>
School districts	-\$0.17	\$2.71	\$2.54	\$110.97	2.29%

\*Totals may not sum due to rounding.

**Tables B.5 to B.7** summarize allocations for *example* school districts under a global settlement amount of \$168.25 million.

<sup>9</sup> For example, to implement the minimum allocation rules, the redistribution process is repeated only once. For the maximum allocation rule, the process is repeated once as well.



**TABLE B.5. EXAMPLE ALLOCATION PER STUDENT PORTION**

Entity (Filed before 9/1/2022)	Entity Weight <i>A</i>	# ES Students <i>B</i>	# MS Students <i>C</i>	# HS Students <i>D</i>	Total Students (Unweighted) <i>E</i>	Total Student (Weighted) <sup>1</sup> <i>F</i>	\$ per Weighted Student <i>G</i>	Student Portion of Entity Allocation (\$ Millions) <sup>2</sup> <i>H</i>
Bellwether school district	4.50	50,000	30,000	40,000	120,000	345,000	\$13	\$4.35
Midsize school district	0.75	5,000	3,000	4,000	12,000	5,750	\$13	\$0.07
<sup>1</sup> Total # of weighted students = $A \times (B \times \frac{1}{3} + C \times \frac{2}{3} + D)$ <sup>2</sup> Student portion of the Allocation = $F \times G$								

\*Totals may not sum due to rounding.

**TABLE B.6. EXAMPLE ALLOCATION PER SCHOOL PORTION: SCHOOL DISTRICTS ONLY**

Entity (Filed before 9/1/2022)	Entity Weight <i>A</i>	# ES School <i>I</i>	# MS Schools <i>J</i>	# HS Schools <i>K</i>	Total Schools (Unweighted) <i>L</i>	Total Schools (Weighted) <sup>1</sup> <i>M</i>	\$ per Weighted School <i>N</i>	School Portion of Entity Allocation (\$ Millions) <sup>2</sup> <i>O</i>
Bellwether school district	4.50	40	30	20	90	240	\$1,997	\$0.48
Midsize school district	0.75	4	3	1	8	3	\$1,997	\$0.01
<sup>1</sup> Total # of weighted schools = $A \times (I \times \frac{1}{3} + J \times \frac{2}{3} + K)$ <sup>2</sup> Student portion of the Allocation = $M \times N$								

\*Totals may not sum due to rounding.

**TABLE B.7. EXAMPLE ALLOCATION TOTAL**

Entity (Filed before 9/1/2022)	Entity Baseline (\$ Millions) <i>P</i>	Student Portion of Entity Allocation (\$ Millions) <i>H</i>	School Portion of Entity Allocation (\$ Millions) <i>O</i>	% Change in Per Capita Allocation <i>Q</i>	Redistributed Max and Min (\$ Millions) $R = Q \times (H+O)$	Total Entity Allocation (\$ Millions) $S = P+H+O+R$
Bellwether school district	\$1.21	\$4.35	\$0.48	2.29%	\$0.11	\$6.15
Midsize school district	\$0.00	\$0.07	\$0.01	2.29%	\$0.00	\$0.08

\*Totals may not sum due to rounding.

School District Altria Final Allocation

ATTORNEY WORK PRODUCT / ATTORNEY-CLIENT COMMUNICATIONS

**Final Allocation: School Districts and Regional Education Agencies**

*Number of Districts:* 1,540 16,477,887 28,323 \$132,076,250

State	District	Entity Type	NCES ID	MDL Centrality ID	Filing Category	Student Population (PK - 12)	Number Schools (PK -12)	Altria Allocation
FL	PALM BEACH	Bellwether	1201500	MDL-3682	Filing Group 1	187,057	236	\$7,210,714
NY	NEW YORK CITY PUBLIC SCHOOLS	School District	-1	MDL-10859	Filing Group 2	892,651	1,584	\$7,210,714
CA	LOS ANGELES UNIFIED	School District	0622710	JCCP-4562	Filing Group 1	460,633	781	\$6,705,613
IL	CITY OF CHICAGO SD 299	School District	1709930	MDL-6015	Filing Group 1	341,382	649	\$5,560,265
FL	MIAMI-DADE	School District	1200390	MDL-3681	Filing Group 1	334,261	516	\$5,036,584
NV	CLARK COUNTY SCHOOL DISTRICT	School District	3200060	MDL-10295	Filing Group 1	314,760	373	\$4,410,746
FL	BROWARD	School District	1200180	MDL-3680	Filing Group 1	260,235	331	\$3,710,371
AZ	TUCSON UNIFIED DISTRICT (4403)	Bellwether	0408800	MDL-3601	Filing Group 1	41,892	90	\$3,187,935
FL	HILLSBOROUGH	School District	1200870	MDL-3639	Filing Group 1	218,943	303	\$3,119,257
FL	ORANGE	School District	1201440	MDL-3642	Filing Group 1	199,089	264	\$2,390,626
VA	FAIRFAX CO PBLC SCHS	School District	5101260	MDL-9889	Filing Group 1	180,028	199	\$2,176,245
NC	WAKE COUNTY SCHOOLS	School District	3704720	MDL-5733	Filing Group 1	159,721	192	\$1,872,214
MD	MONTGOMERY COUNTY PUBLIC SCHOOLS	School District	2400480	MDL-3850	Filing Group 1	160,564	206	\$1,868,566
KS	GODDARD	Bellwether	2006540	MDL-3686	Filing Group 1	6,167	11	\$1,494,090
NH	ROCHESTER SCHOOL DISTRICT	Bellwether	3305940	MDL-3655	Filing Group 1	4,098	11	\$1,434,915
MD	BALTIMORE COUNTY PUBLIC SCHOOLS	School District	2400120	JCCP-4546	Filing Group 1	111,084	175	\$1,330,987
CA	LOS ANGELES COUNTY OFFICE OF EDUCATION	Regional Education Service Agency	0691078	JCCP-4561	Filing Group 1	1,382,191	2,224	\$1,055,791
PA	PHILADELPHIA CITY SD	School District	4218990	MDL-10860	Filing Group 2	124,111	217	\$968,959
FL	PINELLAS	School District	1201560	MDL-3643	Filing Group 1	96,068	157	\$962,780
CA	SAN DIEGO UNIFIED	School District	0634320	JCCP-4578	Filing Group 1	97,968	176	\$955,631
KY	JEFFERSON COUNTY	School District	2102990	MDL-3586	Filing Group 1	95,687	170	\$954,359
MD	PRINCE GEORGE'S COUNTY PUBLIC SCHOOLS	School District	2400510	MDL-10498	Filing Group 2	131,646	205	\$952,624
FL	LEE	School District	1201080	MDL-3640	Filing Group 1	94,927	119	\$910,594

School District Altria Final Allocation

FL	DUVAL	School District	1200480	MDL-10854	Filing Group 2	126,815	204	\$908,628
CO	JEFFERSON COUNTY SCHOOL DISTRICT NO. R-1	School District	0804800	MDL-10289	Filing Group 1	80,099	165	\$840,639
VA	PRINCE WILLIAM CO PBLC SCHS	School District	5103130	MDL-9998	Filing Group 1	89,548	93	\$815,924
MD	BALTIMORE CITY PUBLIC SCHOOLS	School District	2400090	JCCP-4634	Filing Group 1	77,856	159	\$809,670
UT	ALPINE DISTRICT	School District	4900030	MDL-6260	Filing Group 1	82,800	91	\$806,671
MD	ANNE ARUNDEL COUNTY PUBLIC SCHOOLS	School District	2400060	MDL-9826	Filing Group 1	83,044	122	\$774,940
VA	LOUDOUN CO PBLC SCHS	School District	5102250	MDL-5915	Filing Group 1	81,066	93	\$760,724
WI	MILWAUKEE SCHOOL DISTRICT	School District	5509600	MDL-4194	Filing Group 1	71,510	158	\$755,693
FL	POLK	School District	1201590	MDL-10555	Filing Group 2	100,495	164	\$752,446
FL	BREVARD	School District	1200150	MDL-3638	Filing Group 1	70,996	114	\$743,351
UT	DAVIS DISTRICT	School District	4900210	MDL-6065	Filing Group 1	72,082	95	\$731,841
SC	GREENVILLE 01	School District	4502310	MDL-5477	Filing Group 1	74,094	91	\$686,652
GA	DEKALB COUNTY	School District	1301740	MDL-10646	Filing Group 2	93,470	131	\$653,298
UT	GRANITE DISTRICT	School District	4900360	MDL-6479	Filing Group 1	63,430	92	\$641,277
FL	SEMINOLE	School District	1201710	MDL-3644	Filing Group 1	66,226	77	\$626,475
CA	ELK GROVE UNIFIED	School District	0612330	JCCP-7428	Filing Group 1	63,157	66	\$614,551
VA	VA BEACH CITY PBLC SCHS	School District	5103840	MDL-9996	Filing Group 1	65,612	82	\$608,550
FL	VOLUSIA	School District	1201920	MDL-5706	Filing Group 1	61,088	92	\$602,506
CA	KERN HIGH	School District	0619540	JCCP-7457	Filing Group 1	42,370	24	\$595,636
AZ	MESA UNIFIED DISTRICT (4235)	School District	0404970	MDL-5030	Filing Group 1	57,877	78	\$578,741
TN	KNOX COUNTY	School District	4702220	MDL-6137	Filing Group 1	59,169	91	\$573,794
UT	JORDAN DISTRICT	School District	4900420	MDL-5936	Filing Group 1	57,267	65	\$569,553
MD	HOWARD COUNTY PUBLIC SCHOOLS	School District	2400420	JCCP-4559	Filing Group 1	57,293	76	\$546,587
WA	SEATTLE SCHOOL DISTRICT NO. 1	School District	5307710	MDL-3675	Filing Group 1	53,973	109	\$538,634
AL	MOBILE COUNTY	School District	0102370	MDL-5099	Filing Group 1	52,460	91	\$508,044
SC	CHARLESTON 01	School District	4501440	MDL-5476	Filing Group 1	48,330	81	\$463,020
AZ	CHANDLER UNIFIED DISTRICT #80 (4242)	School District	0401870	MDL-6388	Filing Group 1	43,790	44	\$439,319
SC	HORRY 01	School District	4502490	MDL-9783	Filing Group 1	44,479	57	\$422,593

School District Altria Final Allocation

KY	FAYETTE COUNTY	School District	2101860	MDL-3659	Filing Group 1	41,175	76	\$417,006
NE	LINCOLN PUBLIC SCHOOLS	School District	3172840	MDL-4533	Filing Group 1	41,674	63	\$389,388
AZ	PHOENIX UNION HIGH SCHOOL DISTRICT (4286)	School District	0406330	MDL-4525	Filing Group 1	27,037	19	\$387,613
ID	JOINT SCHOOL DISTRICT NO. 2	School District	1602100	MDL-6475	Filing Group 1	37,989	60	\$385,600
FL	ESCAMBIA	School District	1200510	MDL-3658	Filing Group 1	38,465	69	\$384,562
IL	SD U-46	School District	1713710	MDL-4426	Filing Group 1	36,476	58	\$380,501
CA	ANAHEIM UNION HIGH	School District	0602630	JCCP-4544	Filing Group 1	29,183	20	\$371,677
CA	SAN DIEGO COUNTY OFFICE OF EDUCATION	Regional Education Service Agency	0691030	JCCP-4577	Filing Group 1	482,789	760	\$368,984
CA	STOCKTON UNIFIED	School District	0638010	JCCP-4645	Filing Group 1	36,190	55	\$368,116
GA	CLAYTON COUNTY	School District	1301230	MDL-10293	Filing Group 2	52,149	67	\$366,668
UT	WASHINGTON DISTRICT	School District	4901140	MDL-9134	Filing Group 1	36,992	54	\$366,538
AK	ANCHORAGE SCHOOL DISTRICT	School District	0200180	MDL-10851	Filing Group 2	41,856	97	\$358,984
AL	JEFFERSON COUNTY	School District	0101920	MDL-6034	Filing Group 1	35,336	58	\$358,417
UT	NEBO DISTRICT	School District	4900630	MDL-6147	Filing Group 1	35,912	46	\$357,807
MD	HARFORD COUNTY PUBLIC SCHOOLS	School District	2400390	MDL-4324	Filing Group 1	37,333	54	\$356,714
OR	PORTLAND SD 1J	School District	4110040	MDL-10332	Filing Group 2	46,965	86	\$349,371
UT	CANYONS DISTRICT	School District	4900142	MDL-6363	Filing Group 1	34,383	51	\$339,620
KS	WICHITA	School District	2012990	MDL-10497	Filing Group 2	46,591	89	\$339,269
UT	WEBER DISTRICT	School District	4901200	MDL-9057	Filing Group 1	32,423	48	\$338,492
SC	BERKELEY 01	School District	4501170	MDL-5410	Filing Group 1	36,575	46	\$338,290
CA	POWAY UNIFIED	School District	0631530	JCCP-4574	Filing Group 1	35,663	38	\$327,649
TN	MONTGOMERY COUNTY	School District	4703030	MDL-9723	Filing Group 1	36,426	39	\$324,981
WA	SPOKANE SCHOOL DISTRICT	School District	5308250	MDL-9764	Filing Group 1	28,280	64	\$320,654
CO	BOULDER VALLEY SCHOOL DISTRICT NO. RE2	School District	0802490	MDL-3608	Filing Group 1	29,240	56	\$309,237
AL	BALDWIN COUNTY	School District	0100270	MDL-6029	Filing Group 1	30,210	45	\$307,185
AZ	PARADISE VALLEY UNIFIED DISTRICT (4241)	School District	0405930	MDL-5566	Filing Group 1	29,109	44	\$304,289
OR	SALEM-KEIZER SD 24J	School District	4110820	MDL-10578	Filing Group 2	39,906	65	\$291,884
CA	WEST CONTRA COSTA UNIFIED	School District	0632550	JCCP-4610	Filing Group 1	27,383	53	\$289,668

School District Altria Final Allocation

School District Altria Final Allocation

TN	SHELBY COUNTY	School District	4700148		0	Filing Group 3	110,780	221	\$289,390
KS	OLATHE	School District	2010140	MDL-3604		Filing Group 1	28,948	51	\$282,438
KS	SHAWNEE MISSION PUB SCH	School District	2011640	MDL-3605		Filing Group 1	26,086	44	\$271,073
WA	KENT SCHOOL DISTRICT	School District	5303960	MDL-10483		Filing Group 1	25,720	44	\$270,673
IN	FORT WAYNE COMMUNITY SCHOOLS	School District	1803630	MDL-4631		Filing Group 1	28,460	49	\$270,097
AL	MONTGOMERY COUNTY	School District	0102430	MDL-5980		Filing Group 1	27,399	51	\$265,990
SC	RICHLAND 02	School District	4503390	MDL-5475		Filing Group 1	27,761	33	\$257,912
SC	LEXINGTON 01	School District	4502700	MDL-3618		Filing Group 1	27,072	31	\$249,951
IL	INDIAN PRAIRIE CUSD 204	School District	1741690	MDL-4444		Filing Group 1	26,091	33	\$248,914
IL	PLAINFIELD SD 202	School District	1731740	MDL-4856		Filing Group 1	25,085	30	\$243,267
FL	ALACHUA	School District	1200030	MDL-10493		Filing Group 2	28,300	64	\$229,044
ID	BOISE INDEPENDENT DISTRICT	School District	1600360	MDL-5927		Filing Group 1	23,703	49	\$204,606
WI	MADISON METROPOLITAN SCHOOL DISTRICT	School District	5508520	MDL-10554		Filing Group 2	26,151	54	\$195,431
CA	SADDLEBACK VALLEY UNIFIED	School District	0633860	MDL-6044		Filing Group 1	24,954	34	\$193,571
MD	CARROLL COUNTY PUBLIC SCHOOLS	School District	2400210	MDL-4424		Filing Group 1	24,568	43	\$187,410
CA	GROSSMONT UNION HIGH	School District	0616230	JCCP-4590		Filing Group 1	16,996	15	\$187,405
IN	INDIANAPOLIS PUBLIC SCHOOLS	School District	1804770	MDL-5884		Filing Group 1	22,876	54	\$185,234
MO	SPRINGFIELD R-XII	School District	2928860	MDL-4402		Filing Group 1	23,731	55	\$184,157
NJ	PATERSON PUBLIC SCHOOL DISTRICT	School District	3412690	MDL-6024		Filing Group 1	24,010	50	\$184,047
CA	GLENDALE UNIFIED	School District	0615240	JCCP-4558		Filing Group 1	24,924	32	\$182,568
AL	HUNTSVILLE CITY	School District	0101800	MDL-6028		Filing Group 1	23,514	46	\$179,751
CA	MANTECA UNIFIED	School District	0623610	JCCP-8503		Filing Group 1	23,660	29	\$178,832
WA	EVERGREEN SCHOOL DISTRICT (CLARK)	School District	5302700	MDL-9497		Filing Group 1	23,564	39	\$178,763
CA	POMONA UNIFIED	School District	0631320	JCCP-4573		Filing Group 1	22,388	41	\$178,152
PA	PITTSBURGH SD	School District	4219170	MDL-3631		Filing Group 1	21,407	56	\$176,046
NC	PITT COUNTY SCHOOLS	School District	3700012	MDL-10235		Filing Group 1	23,285	38	\$174,904
UT	SALT LAKE DISTRICT	School District	4900870	MDL-5961		Filing Group 1	20,798	43	\$174,710
FL	HERNANDO	School District	1200810	MDL-9966		Filing Group 1	22,621	34	\$172,520

School District Altria Final Allocation

IN	EVANSVILLE VANDERBURGH SCHOOL CORP	School District	1803450	MDL-5580	Filing Group 1	22,191	39	\$169,845
SC	RICHLAND 01	School District	4503360	MDL-4941	Filing Group 1	22,202	48	\$168,324
CA	MONTEBELLO UNIFIED	School District	0625470	JCCP-4595	Filing Group 1	23,092	29	\$168,147
MD	WASHINGTON COUNTY PUBLIC SCHOOLS	School District	2400660	MDL-4502	Filing Group 1	21,939	43	\$167,860
SC	DORCHESTER 02	School District	4502010	MDL-9846	Filing Group 1	24,684	24	\$167,144
AZ	SCOTTSDALE UNIFIED DISTRICT (4240)	School District	0407570	MDL-6037	Filing Group 1	21,481	30	\$166,887
CA	TORRANCE UNIFIED	School District	0639420	MDL-5657	Filing Group 1	22,490	31	\$166,157
OK	TULSA	School District	4030240	MDL-9521	Filing Group 1	32,569	69	\$162,885
KS	BLUE VALLEY	School District	2012000	MDL-3602	Filing Group 1	22,148	35	\$162,842
CA	MURRIETA VALLEY UNIFIED	School District	0600029	MDL-4988	Filing Group 1	22,950	19	\$162,814
KS	KANSAS CITY	School District	2007950	MDL-4637	Filing Group 1	22,116	43	\$161,245
CA	DOWNEY UNIFIED	School District	0611460	JCCP-4555	Filing Group 1	22,216	21	\$157,304
NC	PUBLIC SCHOOLS OF ROBESON COUNTY	School District	3703930	MDL-9516	Filing Group 1	21,047	35	\$156,979
CA	HEMET UNIFIED	School District	0616920	MDL-9524	Filing Group 1	21,573	27	\$156,612
CA	PALM SPRINGS UNIFIED	School District	0629550	MDL-9023	Filing Group 1	21,705	27	\$154,859
UT	TOOELE DISTRICT	School District	4901050	MDL-5966	Filing Group 1	21,535	26	\$154,305
CA	ABC UNIFIED	School District	0601620	JCCP-4541	Filing Group 1	19,540	30	\$153,791
WA	HIGHLINE SCHOOL DISTRICT	School District	5303540	MDL-9747	Filing Group 1	18,635	42	\$153,040
WI	KENOSHA SCHOOL DISTRICT	School District	5507320	MDL-5396	Filing Group 1	19,244	43	\$152,223
CA	COMPTON UNIFIED	School District	0609620	JCCP-4553	Filing Group 1	19,179	37	\$151,707
IN	HAMILTON SOUTHEASTERN SCHOOLS	School District	1810650	MDL-9892	Filing Group 1	21,754	23	\$151,166
CA	FAIRFIELD-SUISUN UNIFIED	School District	0613360	JCCP-4557	Filing Group 1	20,703	29	\$150,544
GA	BIBB COUNTY	School District	1300420	MDL-4628	Filing Group 1	21,373	34	\$148,728
WA	BETHEL SCHOOL DISTRICT	School District	5300480	MDL-9782	Filing Group 1	20,076	32	\$146,140
UT	CACHE DISTRICT	School District	4900120	MDL-5997	Filing Group 1	19,214	26	\$145,456
WI	GREEN BAY AREA PUBLIC SCHOOL DISTRICT	School District	5505820	MDL-4938	Filing Group 1	19,171	43	\$144,861
CA	PAJARO VALLEY UNIFIED	School District	0629490	JCCP-4571	Filing Group 1	18,743	33	\$144,393
KY	BOONE COUNTY	School District	2100510	MDL-3607	Filing Group 1	20,259	25	\$143,489

School District Altria Final Allocation

CA	VISTA UNIFIED	School District	0641190	MDL-5656	Filing Group 1	19,722	28	\$143,310
MS	RANKIN CO SCHOOL DIST	School District	2803830	MDL-6046	Filing Group 1	18,136	28	\$139,380
PA	CENTRAL BUCKS SD	School District	4205310	MDL-3653	Filing Group 1	17,571	23	\$138,491
WA	KENNEWICK SCHOOL DISTRICT	School District	5303930	MDL-9702	Filing Group 1	18,396	32	\$137,260
NY	SYRACUSE CITY SCHOOL DISTRICT	School District	3628590	MDL-5917	Filing Group 1	18,846	30	\$137,161
AZ	TEMPE UNION HIGH SCHOOL DISTRICT (4287)	School District	0408340	MDL-3637	Filing Group 1	12,868	8	\$136,763
KY	WARREN COUNTY	School District	2105730	MDL-3693	Filing Group 1	16,849	30	\$135,134
IL	TOWNSHIP HSD 214	School District	1704170	MDL-4787	Filing Group 1	12,061	11	\$133,550
AZ	TOLLESON UNION HIGH SCHOOL DISTRICT (4288)	School District	0408520	MDL-3600	Filing Group 1	12,442	8	\$132,641
FL	MANATEE	School District	1201230	MDL-10856	Filing Group 3	49,181	80	\$128,235
IL	TOWNSHIP HSD 211	School District	1730450	MDL-5480	Filing Group 1	11,968	7	\$126,523
CA	SAN DIEGUITO UNION HIGH	School District	0634380	MDL-5285	Filing Group 1	13,001	10	\$125,821
CA	ALHAMBRA UNIFIED	School District	0600153	MDL-5031	Filing Group 1	15,747	18	\$124,605
IN	SOUTH BEND COMMUNITY SCHOOL CORP	School District	1810290	MDL-6067	Filing Group 1	16,242	33	\$124,436
OR	BEND-LAPINE ADMINISTRATIVE SD 1	School District	4101980	MDL-10569	Filing Group 2	17,543	35	\$124,410
WA	AUBURN SCHOOL DISTRICT	School District	5300300	MDL-9810	Filing Group 1	17,007	25	\$123,644
WA	YAKIMA SCHOOL DISTRICT	School District	5310110	MDL-9489	Filing Group 1	15,858	29	\$123,013
IL	CUSD 308	School District	1730270	MDL-5990	Filing Group 1	17,169	22	\$122,775
IN	MSD WAYNE TOWNSHIP	School District	1812810	MDL-9885	Filing Group 1	16,473	18	\$121,351
WI	RACINE UNIFIED SCHOOL DISTRICT	School District	5512360	MDL-6036	Filing Group 1	16,254	29	\$120,705
MO	FRANCIS HOWELL R-III	School District	2928950	MDL-3583	Filing Group 1	16,936	23	\$120,680
OR	EUGENE SD 4J	School District	4104740	MDL-10319	Filing Group 2	16,683	37	\$120,371
SC	YORK 03	School District	4503870	MDL-9919	Filing Group 1	16,652	28	\$120,243
CA	OCEANSIDE UNIFIED	School District	0628250	MDL-4853	Filing Group 1	16,373	24	\$119,455
CO	PUEBLO SCHOOL DISTRICT NO. 60 IN THE COUNTY OF PUEBLO AND	School District	0806120	MDL-4431	Filing Group 1	15,219	35	\$116,908
SC	YORK 04	School District	4503900	MDL-3648	Filing Group 1	16,883	19	\$115,176
CA	ROSEVILLE JOINT UNION HIGH	School District	0633630	JCCP-4576	Filing Group 1	10,627	8	\$115,079
CA	TRACY JOINT UNIFIED	School District	0600047	JCCP-4646	Filing Group 1	14,287	20	\$114,355

School District Altria Final Allocation

SC	FLORENCE 01	School District	4502130	MDL-9894	Filing Group 1	15,186	24	\$113,551
SC	PICKENS 01	School District	4503330	MDL-5411	Filing Group 1	15,689	24	\$113,028
ID	NAMPA SCHOOL DISTRICT	School District	1602340	MDL-8982	Filing Group 1	14,899	27	\$112,786
MO	PARKWAY C-2	School District	2923580	MDL-10485	Filing Group 2	17,132	29	\$111,992
SC	SUMTER 01	School District	4503902	MDL-5665	Filing Group 1	15,586	25	\$111,555
MD	CECIL COUNTY PUBLIC SCHOOLS	School District	2400240	MDL-4606	Filing Group 1	14,718	28	\$110,975
IN	CARMEL CLAY SCHOOLS	School District	1801200	MDL-4629	Filing Group 1	16,395	15	\$110,599
CA	BURBANK UNIFIED	School District	0606450	JCCP-4547	Filing Group 1	14,704	20	\$109,773
UT	PROVO DISTRICT	School District	4900810	MDL-5319	Filing Group 1	13,575	23	\$109,278
CA	SANTA CLARA UNIFIED	School District	0635430	JCCP-4607	Filing Group 1	14,808	27	\$108,562
DE	RED CLAY CONSOLIDATED SCHOOL DISTRICT	School District	1001300	MDL-9529	Filing Group 1	15,057	28	\$108,392
IL	SPRINGFIELD SD 186	School District	1737080	MDL-9536	Filing Group 1	13,483	35	\$108,388
ID	BONNEVILLE JOINT DISTRICT	School District	1600930	MDL-8916	Filing Group 1	13,230	24	\$108,307
IL	PEORIA SD 150	School District	1731230	MDL-4848	Filing Group 1	12,515	32	\$108,287
TN	SEVIER COUNTY	School District	4703780	MDL-9981	Filing Group 2	14,140	32	\$107,978
NJ	FREEHOLD REGIONAL HIGH SCHOOL DISTRICT	School District	3405610	MDL-5150	Filing Group 1	10,173	6	\$107,623
WA	NORTH THURSTON PUBLIC SCHOOLS	School District	5305850	MDL-9779	Filing Group 1	14,683	22	\$105,083
IL	WAUKEGAN CUSD 60	School District	1741250	MDL-6103	Filing Group 1	14,455	22	\$101,839
AZ	SUNNYSIDE UNIFIED DISTRICT (4407)	School District	0408170	MDL-10492	Filing Group 2	14,942	22	\$101,806
MI	WARREN CONSOLIDATED SCHOOLS	School District	2635190	MDL-9478	Filing Group 1	12,945	23	\$101,494
KY	BULLITT COUNTY	School District	2100750	MDL-3598	Filing Group 1	12,717	25	\$99,209
WY	NATRONA COUNTY SCHOOL DISTRICT #1	School District	5604510	MDL-3983	Filing Group 1	13,110	28	\$99,167
WA	CLOVER PARK SCHOOL DISTRICT	School District	5301410	MDL-9791	Filing Group 1	12,556	32	\$98,611
CA	SAN JOAQUIN COUNTY OFFICE OF EDUCATION	Regional Education Service Agency	0691031	JCCP-4643	Filing Group 1	149,800	243	\$98,457
CA	LYNWOOD UNIFIED	School District	0623160	JCCP-4563	Filing Group 1	12,791	19	\$98,267
CA	LIVERMORE VALLEY JOINT UNIFIED	School District	0622110	MDL-3665	Filing Group 1	13,305	18	\$96,632
AL	LIMESTONE COUNTY	School District	0102100	MDL-6059	Filing Group 1	13,041	17	\$96,441
WA	BATTLE GROUND SCHOOL DISTRICT	School District	5300380	MDL-9816	Filing Group 1	11,831	21	\$96,422



School District Altria Final Allocation

SC	ORANGEBURG	School District	4503910	MDL-5666	Filing Group 1	11,739	29	\$96,177
FL	HIGHLANDS	School District	1200840	MDL-9955	Filing Group 1	12,111	24	\$95,462
LA	ST. TAMMANY PARISH	School District	2201650	0	Filing Group 3	36,820	56	\$94,764
UT	OGDEN CITY DISTRICT	School District	4900720	MDL-5320	Filing Group 1	10,710	25	\$94,385
DE	CHRISTINA SCHOOL DISTRICT	School District	1000200	MDL-9008	Filing Group 1	12,963	28	\$94,259
ID	POCATELLO DISTRICT	School District	1602640	MDL-9010	Filing Group 1	11,885	24	\$93,471
UT	BOX ELDER DISTRICT	School District	4900090	MDL-8527	Filing Group 1	12,062	24	\$93,254
AZ	HIGLEY UNIFIED SCHOOL DISTRICT (4248)	School District	0403780	MDL-5541	Filing Group 1	12,679	16	\$93,161
PA	DOWNINGTOWN AREA SD	School District	4207710	MDL-4186	Filing Group 1	12,909	16	\$93,117
CA	ROCKLIN UNIFIED	School District	0600013	JCCP-4575	Filing Group 1	11,405	17	\$92,979
WA	BELLINGHAM SCHOOL DISTRICT	School District	5300420	MDL-9515	Filing Group 1	11,484	25	\$92,642
CA	CHICO UNIFIED	School District	0608370	JCCP-4552	Filing Group 1	11,911	22	\$92,425
IN	ELKHART COMMUNITY SCHOOLS	School District	1803270	MDL-4630	Filing Group 1	11,911	20	\$92,013
SC	ANDERSON 05	School District	4500900	MDL-9724	Filing Group 1	12,771	20	\$90,019
WV	CABELL COUNTY SCHOOLS	School District	5400180	MDL-3610	Filing Group 1	11,875	26	\$89,373
IN	MONROE COUNTY COMMUNITY SCH CORP	School District	1800630	MDL-5510	Filing Group 1	10,468	24	\$89,102
TN	PUTNAM COUNTY	School District	4703480	MDL-4786	Filing Group 1	11,609	22	\$88,771
CA	CAJON VALLEY UNION	School District	0606810	JCCP-4548	Filing Group 1	15,776	28	\$88,281
FL	LEON	School District	1201110	MDL-10855	Filing Group 3	32,845	57	\$87,321
IN	BARTHOLOMEW CON SCHOOL CORP	School District	1800360	MDL-9720	Filing Group 1	11,474	17	\$87,210
FL	HENDRY	School District	1200780	MDL-10496	Filing Group 2	13,629	17	\$87,105
IL	CUSD 200	School District	1742180	MDL-4445	Filing Group 1	11,903	20	\$86,669
AZ	KYRENE ELEMENTARY DISTRICT (4267)	School District	0404230	MDL-3616	Filing Group 1	15,609	26	\$86,331
NC	WILSON COUNTY SCHOOLS	School District	3705020	MDL-9960	Filing Group 1	10,408	26	\$85,999
NC	ROCKINGHAM COUNTY SCHOOLS	School District	3703990	MDL-9526	Filing Group 1	11,170	22	\$85,980
KS	LAWRENCE	School District	2008400	MDL-3692	Filing Group 1	11,371	21	\$85,573
KY	DAVIESS COUNTY	School District	2101470	MDL-3581	Filing Group 1	11,090	22	\$85,519
WI	EAU CLAIRE AREA SCHOOL DISTRICT	School District	5504050	MDL-9902	Filing Group 1	11,008	24	\$84,781

School District Altria Final Allocation

FL	OKALOOSA	School District	1201380	MDL-10857	Filing Group 3	31,614	52	\$84,348
KY	MADISON COUNTY	School District	2103720	MDL-3589	Filing Group 1	11,034	20	\$83,030
FL	PUTNAM	School District	1201620	MDL-9968	Filing Group 1	10,319	25	\$82,904
IN	NEW ALBANY-FLOYD CO CONSCH	School District	1807410	MDL-9899	Filing Group 1	11,524	16	\$82,680
CA	ANAHEIM ELEMENTARY	School District	0602610	JCCP-4543	Filing Group 1	15,612	24	\$82,252
IL	AURORA WEST USD 129	School District	1704710	MDL-4432	Filing Group 1	11,253	17	\$81,728
UT	IRON DISTRICT	School District	4900390	MDL-9108	Filing Group 1	11,091	18	\$79,971
SC	KERSHAW 01	School District	4502550	MDL-9895	Filing Group 1	10,763	19	\$79,729
OK	EDMOND	School District	4010590	MDL-4530	Filing Group 1	23,496	26	\$79,382
CA	PITTSBURG UNIFIED	School District	0630600	JCCP-4600	Filing Group 1	11,015	13	\$78,859
MS	LAMAR COUNTY SCHOOL DISTRICT	School District	2802400	MDL-3617	Filing Group 1	10,132	19	\$78,718
CA	NEW HAVEN UNIFIED	School District	0626910	JCCP-4598	Filing Group 1	10,812	13	\$78,656
IN	GREATER CLARK COUNTY SCHOOLS	School District	1803940	MDL-9984	Filing Group 1	10,477	19	\$78,136
IN	MSD WASHINGTON TOWNSHIP	School District	1812720	MDL-9939	Filing Group 1	10,888	14	\$78,109
CA	CHAFFEY JOINT UNION HIGH	School District	0608160	MDL-10466	Filing Group 3	23,854	11	\$78,012
CA	LAS VIRGENES UNIFIED	School District	0621000	MDL-5316	Filing Group 1	10,248	15	\$77,919
AL	TUSCALOOSA CITY	School District	0103360	MDL-6030	Filing Group 1	10,744	20	\$77,918
CA	SAN RAMON VALLEY UNIFIED	School District	0635130	MDL-10399	Filing Group 3	30,726	36	\$77,907
WA	MEAD SCHOOL DISTRICT	School District	5304920	MDL-9785	Filing Group 1	10,233	16	\$77,738
SC	SPARTANBURG 06	School District	4503630	MDL-9916	Filing Group 1	11,254	13	\$77,689
IN	PENN-HARRIS-MADISON SCHOOL CORP	School District	1808760	MDL-4634	Filing Group 1	11,041	15	\$76,363
NY	GREECE CENTRAL SCHOOL DISTRICT	School District	3612630	MDL-5822	Filing Group 1	10,316	17	\$76,338
DE	INDIAN RIVER SCHOOL DISTRICT	School District	1000680	MDL-9117	Filing Group 1	10,592	16	\$76,338
ID	COEUR D'ALENE DISTRICT	School District	1600780	MDL-8917	Filing Group 1	10,011	19	\$76,083
DE	BRANDYWINE SCHOOL DISTRICT	School District	1001240	MDL-5892	Filing Group 1	10,405	17	\$76,061
TN	TIPTON COUNTY	School District	4704080	MDL-4689	Filing Group 1	10,393	14	\$75,334
IL	CHAMPAIGN CUSD 4	School District	1709420	MDL-5707	Filing Group 1	10,177	20	\$74,998
SC	OCONEE 01	School District	4503060	MDL-9918	Filing Group 1	10,168	17	\$73,704

School District Altria Final Allocation

FL	SANTA ROSA	School District	1201650	MDL-10858	Filing Group 3	27,770	41	\$73,677
SC	SPARTANBURG 02	School District	4503510	MDL-10017	Filing Group 1	10,459	14	\$72,929
CA	ANTELOPE VALLEY UNION HIGH	School District	0602820	MDL-11357	Filing Group 3	21,991	13	\$72,856
PA	HAZLETON AREA SD	School District	4211700	MDL-10876	Filing Group 2	11,551	11	\$72,289
PA	ERIE CITY SD	School District	4209300	MDL-5472	Filing Group 1	10,310	15	\$72,036
SC	ANDERSON 01	School District	4500780	MDL-6410	Filing Group 1	10,116	14	\$71,957
FL	BAY	School District	1200090	MDL-10853	Filing Group 3	25,280	48	\$69,232
CA	ESCONDIDO UNION	School District	0612880	MDL-10412	Filing Group 2	14,197	23	\$68,568
IN	WARRICK COUNTY SCHOOL CORP	School District	1812390	MDL-10494	Filing Group 2	10,006	18	\$67,149
CA	TEMECULA VALLEY UNIFIED	School District	0600028	MDL-10672	Filing Group 3	26,710	28	\$66,682
WV	KANAWHA COUNTY SCHOOLS	School District	5400600	MDL-10898	Filing Group 3	24,721	69	\$63,963
CA	CAMPBELL UNION HIGH	School District	0607230	JCCP-4549	Filing Group 1	8,606	6	\$61,641
CA	SAN MATEO-FOSTER CITY	School District	0634920	MDL-3674	Filing Group 1	10,969	21	\$59,804
CA	OXNARD UNION HIGH	School District	0629270	MDL-10657	Filing Group 3	17,327	10	\$57,636
AZ	PIMA COUNTY JTED (89380)	School District	0400752	MDL-9933	Filing Group 1	177	55	\$57,313
IL	J S MORTON HSD 201	School District	1726880	MDL-9729	Filing Group 1	8,245	4	\$57,267
WA	PUYALLUP SCHOOL DISTRICT	School District	5306960	MDL-10348	Filing Group 3	22,398	37	\$56,777
ID	IDAHO FALLS DISTRICT	School District	1601530	MDL-8999	Filing Group 1	9,813	22	\$56,064
IL	GLENBARD TWP HSD 87	School District	1716830	MDL-4698	Filing Group 1	8,054	4	\$56,037
MN	INTERMEDIATE SCHOOL DISTRICT 287	School District	2700025	MDL-4611	Filing Group 1	983	49	\$55,647
CA	RIALTO UNIFIED	School District	0632370	MDL-10549	Filing Group 3	24,461	29	\$53,929
CA	MENIFEE UNION ELEMENTARY	School District	0624540	JCCP-4564	Filing Group 1	10,456	14	\$53,800
WA	VANCOUVER SCHOOL DISTRICT	School District	5309270	MDL-25025	Filing Group 3	21,897	41	\$53,567
MN	ST. CLOUD PUBLIC SCHOOL DISTRICT	School District	2733510	MDL-6051	Filing Group 1	9,628	20	\$52,775
CA	WOODLAND JOINT UNIFIED	School District	0643080	JCCP-4582	Filing Group 1	9,658	19	\$52,516
OK	NORMAN	School District	4021720	MDL-4863	Filing Group 1	14,419	25	\$52,477
IL	CONS HSD 230	School District	1708400	MDL-4425	Filing Group 1	7,565	3	\$51,862
IN	EAST ALLEN COUNTY SCHOOLS	School District	1802850	MDL-9953	Filing Group 1	9,861	14	\$50,946

School District Altria Final Allocation

AL	ETOWAH COUNTY	School District	0101380	MDL-5901	Filing Group 1	8,504	24	\$50,539
NY	SEWANHAKA CENTRAL HIGH SCHOOL DISTRICT	School District	3626520	MDL-9728	Filing Group 1	7,906	5	\$50,471
CA	MONTEREY PENINSULA UNIFIED	School District	0625530	JCCP-4565	Filing Group 1	9,403	21	\$50,315
CA	EL DORADO UNION HIGH	School District	0612070	JCCP-4556	Filing Group 1	6,846	6	\$50,288
TN	SULLIVAN COUNTY	School District	4703990	MDL-8536	Filing Group 1	8,715	23	\$48,811
CA	DAVIS JOINT UNIFIED	School District	0610620	JCCP-4554	Filing Group 1	8,229	16	\$47,246
CA	REDONDO BEACH UNIFIED	School District	0600032	JCCP-4601	Filing Group 1	9,803	13	\$47,149
ID	TWIN FALLS DISTRICT	School District	1603240	MDL-6378	Filing Group 1	9,126	18	\$46,990
CA	BERKELEY UNIFIED	School District	0604740	MDL-6032	Filing Group 1	9,409	16	\$46,834
AL	AUTAUGA COUNTY	School District	0100240	MDL-6017	Filing Group 1	8,955	15	\$46,830
KY	PIKE COUNTY	School District	2104800	MDL-9965	Filing Group 1	8,092	19	\$46,762
CA	SAN MATEO COUNTY OFFICE OF EDUCATION	Regional Education Service Agency	0691033	MDL-3673	Filing Group 1	90,078	176	\$46,427
WV	MERCER COUNTY SCHOOLS	School District	5400840	MDL-9081	Filing Group 1	8,465	25	\$46,237
CA	LINCOLN UNIFIED	School District	0621690	JCCP-4640	Filing Group 1	8,939	12	\$46,079
MI	TRAVERSE CITY AREA PUBLIC SCHOOLS	School District	2633870	MDL-8989	Filing Group 1	9,007	16	\$45,992
CA	CASTRO VALLEY UNIFIED	School District	0607800	JCCP-4550	Filing Group 1	9,203	15	\$45,844
LA	ST. CHARLES PARISH	School District	2201440	MDL-9727	Filing Group 1	9,460	15	\$45,324
SC	GEORGETOWN 01	School District	4502280	MDL-9921	Filing Group 1	8,479	19	\$45,316
DE	COLONIAL SCHOOL DISTRICT	School District	1000230	MDL-5863	Filing Group 1	9,795	15	\$45,278
CA	ALAMEDA UNIFIED	School District	0601770	MDL-9051	Filing Group 1	9,071	15	\$45,112
IL	MAINE TOWNSHIP HSD 207	School District	1724090	MDL-4535	Filing Group 1	6,328	4	\$44,904
MN	INTERMEDIATE SCHOOL DISTRICT 287	Regional Education Service Agency	2700025	MDL-4611	Filing Group 1	84,619	162	\$44,670
CA	VAL VERDE UNIFIED	School District	0691135	MDL-10675	Filing Group 3	19,303	22	\$44,144
FL	SUMTER	School District	1201800	MDL-5704	Filing Group 1	8,675	13	\$44,112
NY	SHENENDEHOWA CENTRAL SCHOOL DISTRICT	School District	3626670	MDL-8939	Filing Group 1	9,340	12	\$43,910
WA	SHORELINE SCHOOL DISTRICT	School District	5307920	MDL-10454	Filing Group 2	9,522	18	\$43,635
WA	WENATCHEE SCHOOL DISTRICT	School District	5309660	MDL-9767	Filing Group 1	7,325	19	\$43,418

School District Altria Final Allocation

AL	MORGAN COUNTY	School District	0102480	MDL-6031	Filing Group 1	7,503	19	\$43,363
ID	VALLIVUE SCHOOL DISTRICT	School District	1600600	MDL-6387	Filing Group 1	8,916	13	\$43,088
OH	CANTON CITY	School District	3904371	MDL-5309	Filing Group 1	7,938	22	\$42,869
IN	BROWNSBURG COMMUNITY SCHOOL CORP	School District	1801020	MDL-9876	Filing Group 1	9,467	11	\$42,827
WV	MARION COUNTY SCHOOLS	School District	5400720	MDL-9891	Filing Group 1	7,658	21	\$42,761
CA	SOUTH SAN FRANCISCO UNIFIED	School District	0637530	MDL-3634	Filing Group 1	8,182	17	\$42,457
CA	SAN LEANDRO UNIFIED	School District	0634680	JCCP-4606	Filing Group 1	8,828	12	\$41,638
KY	JESSAMINE COUNTY	School District	2103030	MDL-3663	Filing Group 1	8,199	14	\$41,525
AZ	FLAGSTAFF UNIFIED DISTRICT (4192)	School District	0402860	MDL-10317	Filing Group 2	8,942	16	\$41,476
SC	LEXINGTON 02	School District	4502730	MDL-9896	Filing Group 1	8,582	13	\$41,317
CA	SANTA CRUZ CITY ELEMENTARY/HIGH	School District	0601327	JCCP-4580	Filing Group 1	6,328	14	\$41,303
PA	NESHAMINY SD	School District	4216410	MDL-3592	Filing Group 1	8,991	10	\$41,027
CA	NAPA VALLEY UNIFIED	School District	0626640	0	Filing Group 3	16,971	27	\$40,900
CA	ACALANES UNION HIGH	School District	0601650	JCCP-4542	Filing Group 1	5,535	5	\$40,810
WA	TAHOMA SCHOOL DISTRICT	School District	5308760	MDL-9795	Filing Group 1	8,765	10	\$40,656
WI	SUN PRAIRIE AREA SCHOOL DISTRICT	School District	5514640	MDL-8575	Filing Group 1	8,366	15	\$40,594
IL	ELMHURST SD 205	School District	1713970	MDL-4855	Filing Group 1	8,446	13	\$40,569
SC	CHEROKEE 01	School District	4501500	MDL-5942	Filing Group 1	7,882	18	\$40,459
WI	WEST ALLIS-WEST MILWAUKEE SCHOOL DISTRICT	School District	5516260	MDL-5615	Filing Group 1	7,418	18	\$40,308
OH	NORTHWEST LOCAL	School District	3904736	MDL-5469	Filing Group 1	8,541	11	\$40,300
OK	MIDWEST CITY-DEL CITY	School District	4019950	MDL-5737	Filing Group 1	11,044	21	\$39,951
IL	BARRINGTON CUSD 220	School District	1705050	MDL-4423	Filing Group 1	8,247	12	\$39,714
UT	WASATCH DISTRICT	School District	4901110	MDL-9014	Filing Group 1	9,251	9	\$39,227
FL	OKEECHOBEE	School District	1201410	MDL-9967	Filing Group 1	6,263	19	\$39,112
CA	NOVATO UNIFIED	School District	0627720	JCCP-4599	Filing Group 1	7,206	14	\$39,037
WA	CAMAS SCHOOL DISTRICT	School District	5300810	MDL-9750	Filing Group 1	7,240	15	\$38,880
CA	TAMALPAIS UNION HIGH	School District	0638790	JCCP-4608	Filing Group 1	5,166	5	\$38,430
MI	CLARKSTON COMMUNITY SCHOOL DISTRICT	School District	2609900	MDL-9813	Filing Group 1	7,397	13	\$38,156

School District Altria Final Allocation

NY	WEBSTER CENTRAL SCHOOL DISTRICT	School District	3630360	MDL-8975	Filing Group 1	8,007	11	\$38,111
OK	JENKS	School District	4015720	MDL-4937	Filing Group 1	11,979	8	\$38,041
SC	YORK 02	School District	4503840	MDL-9772	Filing Group 1	8,372	10	\$37,898
DE	CAESAR RODNEY SCHOOL DISTRICT	School District	1000180	MDL-5891	Filing Group 1	7,960	13	\$37,835
TN	ROANE COUNTY	School District	4703590	MDL-4685	Filing Group 1	6,341	18	\$37,774
WA	FRANKLIN PIERCE SCHOOL DISTRICT	School District	5302940	MDL-9755	Filing Group 1	7,595	15	\$37,741
IL	EDWARDSVILLE CUSD 7	School District	1713530	MDL-9147	Filing Group 1	7,367	15	\$37,470
MI	BAY CITY SCHOOL DISTRICT	School District	2604260	MDL-4778	Filing Group 1	6,875	14	\$37,370
MI	MIDLAND PUBLIC SCHOOLS	School District	2623820	MDL-4537	Filing Group 1	7,365	12	\$37,223
TN	COLLIERVILLE	School District	4700149	MDL-9988	Filing Group 2	9,043	9	\$36,687
CA	ONTARIO-MONTCLAIR	School District	0628470	MDL-24988	Filing Group 3	19,286	32	\$36,607
SC	CHESTERFIELD 01	School District	4501560	MDL-9751	Filing Group 1	6,772	16	\$36,425
WA	TUMWATER SCHOOL DISTRICT	School District	5309100	MDL-9765	Filing Group 1	6,259	15	\$36,329
GA	MARIETTA CITY	School District	1303510	MDL-10316	Filing Group 2	8,599	13	\$36,273
KY	HOPKINS COUNTY	School District	2102860	MDL-3584	Filing Group 1	6,493	16	\$36,086
TN	CUMBERLAND COUNTY	School District	4700900	MDL-4864	Filing Group 1	6,833	12	\$35,957
IN	MSD SOUTHWEST ALLEN COUNTY SCHLS	School District	1800030	MDL-9952	Filing Group 1	7,695	9	\$35,736
MA	FRAMINGHAM	School District	2504980	MDL-10415	Filing Group 2	8,733	14	\$35,642
WV	WAYNE COUNTY SCHOOLS	School District	5401500	MDL-10002	Filing Group 1	6,461	18	\$35,587
KS	DE SOTO	School District	2005490	MDL-3603	Filing Group 1	7,112	12	\$35,476
TN	GREENE COUNTY	School District	4701470	MDL-4610	Filing Group 1	6,196	17	\$35,036
KS	MANHATTAN-OGDEN	School District	2009180	MDL-3690	Filing Group 1	6,636	12	\$34,693
MA	BROCKTON	School District	2503090	MDL-10402	Filing Group 3	15,326	23	\$34,615
IL	CHSD 99	School District	1712570	MDL-4679	Filing Group 1	5,012	2	\$34,372
DE	NEW CASTLE COUNTY VOCATIONAL-TECHNICAL SCHOOL DISTRICT	School District	1001280	MDL-5864	Filing Group 1	4,644	4	\$34,041
PA	PENNRIDGE SD	School District	4218750	MDL-3593	Filing Group 1	6,797	11	\$33,960
UT	MURRAY DISTRICT	School District	4900600	MDL-8988	Filing Group 1	6,175	12	\$33,929
IN	PORTAGE TOWNSHIP SCHOOLS	School District	1809150	MDL-9949	Filing Group 1	7,033	11	\$33,867

School District Altria Final Allocation

UT	UINTAH DISTRICT	School District	4901080	MDL-8965	Filing Group 1	6,787	13	\$33,856
CA	GRANADA HILLS CHARTER DISTRICT	School District	0602206	MDL-9809	Filing Group 1	5,462	1	\$33,820
PA	SENECA VALLEY SD	School District	4222440	MDL-4189	Filing Group 1	7,250	8	\$33,808
IN	NORTHWEST ALLEN COUNTY SCHOOLS	School District	1808250	MDL-10495	Filing Group 2	7,870	11	\$33,675
OR	REDMOND SD 2J	School District	4110350	MDL-10577	Filing Group 2	7,070	13	\$33,493
WI	MCFARLAND SCHOOL DISTRICT	School District	5508910	MDL-5505	Filing Group 1	6,091	9	\$33,085
PA	WILKES-BARRE AREA SD	School District	4226300	MDL-10878	Filing Group 2	7,089	10	\$32,891
WA	MOUNT VERNON SCHOOL DISTRICT	School District	5305400	MDL-10450	Filing Group 2	6,595	14	\$32,685
CA	JEFFERSON UNION HIGH	School District	0618930	MDL-3662	Filing Group 1	4,236	5	\$32,431
CA	PARAMOUNT UNIFIED	School District	0629850	MDL-25060	Filing Group 3	13,761	19	\$32,132
DE	CAPITAL SCHOOL DISTRICT	School District	1000190	MDL-5976	Filing Group 1	6,332	13	\$32,087
CO	MONTROSE COUNTY SCHOOL DISTRICT RE-1J	School District	0805790	MDL-3624	Filing Group 1	5,836	14	\$32,081
WA	WALLA WALLA PUBLIC SCHOOLS	School District	5309450	MDL-9738	Filing Group 1	5,438	16	\$32,003
TN	WARREN COUNTY	School District	4704350	MDL-6074	Filing Group 1	6,236	11	\$31,938
WI	BELOIT SCHOOL DISTRICT	School District	5501050	MDL-5919	Filing Group 1	5,923	14	\$31,910
PA	BENSALEM TOWNSHIP SD	School District	4203330	MDL-3650	Filing Group 1	6,255	9	\$31,870
MI	GRAND HAVEN AREA PUBLIC SCHOOLS	School District	2616380	MDL-6381	Filing Group 1	5,682	13	\$31,376
ID	JEFFERSON COUNTY JOINT DISTRICT	School District	1601570	MDL-8996	Filing Group 1	6,287	12	\$31,287
WA	WEST VALLEY SCHOOL DISTRICT (YAKIMA)	School District	5309720	MDL-9748	Filing Group 1	5,313	16	\$31,212
WA	EASTMONT SCHOOL DISTRICT	School District	5302310	MDL-9807	Filing Group 1	6,044	11	\$30,907
MS	LAUDERDALE CO SCHOOL DIST	School District	2802430	MDL-4783	Filing Group 1	5,587	11	\$30,822
CA	CENTRAL UNION HIGH	School District	0608010	JCCP-4587	Filing Group 1	4,140	4	\$30,790
IL	COLLINSVILLE CUSD 10	School District	1710650	MDL-6086	Filing Group 1	6,083	12	\$30,665
NJ	TOMS RIVER REGIONAL SCHOOL DISTRICT	School District	3416230	MDL-10674	Filing Group 3	13,408	18	\$30,582
AZ	FLOWING WELLS UNIFIED DISTRICT (4405)	School District	0403010	MDL-9926	Filing Group 1	5,407	11	\$30,558
CA	LAMMERSVILLE JOINT UNIFIED	School District	0601410	JCCP-4639	Filing Group 1	6,397	8	\$30,295
NY	THREE VILLAGE CENTRAL SCHOOL DISTRICT	School District	3628200	MDL-3599	Filing Group 1	5,569	8	\$30,081
PA	BUTLER AREA SD	School District	4204590	MDL-3609	Filing Group 1	6,086	9	\$29,878

School District Altria Final Allocation

NY	WEST SENECA CENTRAL SCHOOL DISTRICT	School District	3630780	MDL-9075	Filing Group 1	6,047	9	\$29,858
UT	DUCHESNE DISTRICT	School District	4900240	MDL-6085	Filing Group 1	5,100	14	\$29,778
WA	OAK HARBOR SCHOOL DISTRICT	School District	5305940	MDL-9736	Filing Group 1	5,767	12	\$29,559
ID	POST FALLS DISTRICT	School District	1602670	MDL-9052	Filing Group 1	5,813	12	\$29,276
IN	DUNELAND SCHOOL CORPORATION	School District	1802800	MDL-9944	Filing Group 1	5,825	9	\$29,211
OH	PLAIN LOCAL	School District	3904993	MDL-5467	Filing Group 1	6,051	9	\$29,189
NM	ALAMOGORDO PUBLIC SCHOOLS	School District	3500030	MDL-8537	Filing Group 1	5,572	15	\$29,165
IL	EVANSTON CCSD 65	School District	1714460	MDL-4857	Filing Group 1	7,254	17	\$28,839
ID	KUNA JOINT DISTRICT	School District	1601770	MDL-6472	Filing Group 1	5,416	11	\$28,815
WI	VERONA AREA SCHOOL DISTRICT	School District	5515330	MDL-5920	Filing Group 1	5,636	13	\$28,684
ID	CALDWELL DISTRICT	School District	1600510	MDL-5629	Filing Group 1	5,584	11	\$28,337
NJ	FRANKLIN TOWNSHIP PUBLIC SCHOOL DISTRICT	School District	3405490	MDL-10418	Filing Group 2	6,664	10	\$28,264
DE	CAPE HENLOPEN SCHOOL DISTRICT	School District	1000170	MDL-5865	Filing Group 1	5,892	9	\$28,167
UT	SEVIER DISTRICT	School District	4900930	MDL-5962	Filing Group 1	4,684	14	\$28,150
PA	COATESVILLE AREA SD	School District	4206240	MDL-4377	Filing Group 1	5,322	10	\$28,139
IL	NEW TRIER TWP HSD 203	School District	1728200	MDL-4429	Filing Group 1	4,030	2	\$28,038
WA	KELSO SCHOOL DISTRICT	School District	5300003	MDL-9757	Filing Group 1	4,715	14	\$27,996
IN	SCHOOL CITY OF MISHAWAKA	School District	1806840	MDL-9741	Filing Group 1	5,129	10	\$27,892
KS	SPRING HILL	School District	2011850	MDL-4636	Filing Group 1	5,742	9	\$27,869
OR	MCMINNVILLE SD 40	School District	4108010	MDL-10573	Filing Group 2	6,351	9	\$27,669
WV	FAYETTE COUNTY SCHOOLS	School District	5400300	MDL-10753	Filing Group 2	5,688	13	\$27,628
DE	SMYRNA SCHOOL DISTRICT	School District	1001620	MDL-9530	Filing Group 1	5,883	8	\$27,570
NY	ROME CITY SCHOOL DISTRICT	School District	3624900	MDL-5821	Filing Group 1	5,308	10	\$27,508
ID	MADISON DISTRICT	School District	1601920	MDL-8986	Filing Group 1	5,370	10	\$27,317
WA	CHENEY SCHOOL DISTRICT	School District	5301230	MDL-9753	Filing Group 1	5,078	12	\$27,286
IN	KOKOMO SCHOOL CORPORATION	School District	1805370	MDL-9947	Filing Group 1	5,422	12	\$27,247
WV	HARRISON COUNTY SCHOOLS	School District	5400510	MDL-10603	Filing Group 3	10,111	27	\$27,083
WA	YELM SCHOOL DISTRICT	School District	5310140	MDL-9769	Filing Group 1	5,416	10	\$27,058



School District Altria Final Allocation

OH	JACKSON LOCAL	School District	3904985	MDL-4995	Filing Group 1	5,806	6	\$26,898
PA	MT LEBANON SD	School District	4216110	MDL-4567	Filing Group 1	5,361	10	\$26,827
SC	CHESTER 01	School District	4501530	MDL-6020	Filing Group 1	4,860	12	\$26,781
UT	LOGAN CITY DISTRICT	School District	4900510	MDL-9086	Filing Group 1	5,704	11	\$26,619
AL	GADSDEN CITY	School District	0101620	MDL-9137	Filing Group 1	4,845	15	\$26,563
ID	ONEIDA COUNTY DISTRICT	School District	1602490	MDL-9063	Filing Group 1	7,809	5	\$26,534
WA	SEDRO-WOOLLEY SCHOOL DISTRICT	School District	5307740	MDL-9180	Filing Group 1	4,356	12	\$26,467
KY	CLARK COUNTY	School District	2101200	MDL-9789	Filing Group 1	5,288	9	\$26,423
NY	CONNETQUOT CENTRAL SCHOOL DISTRICT	School District	3608160	MDL-10469	Filing Group 1	5,285	10	\$26,418
NY	BALDWINVILLE CENTRAL SCHOOL DISTRICT	School District	3603870	MDL-5470	Filing Group 1	5,364	8	\$26,397
NJ	UNION CITY SCHOOL DISTRICT	School District	3416380	MDL-10428	Filing Group 3	12,519	14	\$26,335
MI	HOLT PUBLIC SCHOOLS	School District	2618480	MDL-6383	Filing Group 1	5,191	9	\$26,121
IL	EVANSTON TWP HSD 202	School District	1714490	MDL-4427	Filing Group 1	3,731	2	\$26,109
ID	LEWISTON INDEPENDENT DISTRICT	School District	1601860	MDL-8961	Filing Group 1	4,578	13	\$26,102
AR	RUSSELLVILLE SCHOOL DISTRICT	School District	0512060	MDL-3630	Filing Group 1	5,349	10	\$26,083
WV	GREENBRIER COUNTY SCHOOLS	School District	5400390	MDL-9829	Filing Group 1	4,719	14	\$26,067
AL	ALBERTVILLE CITY	School District	0100005	MDL-6026	Filing Group 1	5,842	6	\$25,796
WA	FERNDAL SCHOOL DISTRICT	School District	5302850	MDL-9754	Filing Group 1	4,349	14	\$25,789
NJ	HAMILTON TOWNSHIP PUBLIC SCHOOL DISTRICT	School District	3406540	MDL-10663	Filing Group 3	10,831	23	\$25,768
TN	CLAIBORNE COUNTY	School District	4700630	MDL-9732	Filing Group 1	4,055	14	\$25,630
PA	RED LION AREA SD	School District	4220100	MDL-4376	Filing Group 1	4,897	9	\$25,623
CA	GILROY UNIFIED	School District	0615180	MDL-10673	Filing Group 3	10,821	14	\$25,582
IN	MUNCIE COMMUNITY SCHOOLS	School District	1807320	MDL-9900	Filing Group 1	4,996	11	\$25,469
PA	CENTENNIAL SD	School District	4205190	MDL-4185	Filing Group 1	5,285	6	\$25,342
NC	KANNAPOLIS CITY SCHOOLS	School District	3702430	MDL-9531	Filing Group 1	5,362	8	\$25,126
AL	ESCAMBIA COUNTY	School District	0101350	MDL-5908	Filing Group 1	4,121	12	\$25,051
ID	MINIDOKA COUNTY JOINT DISTRICT	School District	1602190	MDL-9040	Filing Group 1	4,253	12	\$25,045
MI	SALINE AREA SCHOOLS	School District	2630660	MDL-9124	Filing Group 1	4,947	7	\$24,903

School District Altria Final Allocation

IN	CONCORD COMMUNITY SCHOOLS	School District	1802400	MDL-9717	Filing Group 1	5,185	7	\$24,889
IL	LEYDEN CHSD 212	School District	1722740	MDL-4612	Filing Group 1	3,539	2	\$24,871
SC	YORK 01	School District	4503810	MDL-9917	Filing Group 1	4,889	9	\$24,861
WA	UNIVERSITY PLACE SCHOOL DISTRICT	School District	5309180	MDL-10458	Filing Group 2	5,661	8	\$24,850
CA	NORTH MONTEREY COUNTY UNIFIED	School District	0627590	JCCP-4567	Filing Group 1	4,583	8	\$24,794
SC	COLLETON 01	School District	4501830	MDL-4789	Filing Group 1	5,138	9	\$24,758
CA	EL CAMINO REAL CHARTER HIGH DISTRICT	School District	0601902	MDL-9923	Filing Group 1	3,661	1	\$24,637
MD	DORCHESTER COUNTY PUBLIC SCHOOLS	School District	2400300	MDL-4608	Filing Group 1	4,662	11	\$24,501
WA	QUILLAYUTE VALLEY SCHOOL DISTRICT	School District	5307020	MDL-9762	Filing Group 1	3,367	6	\$24,383
IN	PLAINFIELD COMMUNITY SCHOOL CORP	School District	1808970	MDL-10315	Filing Group 2	5,683	8	\$24,347
PA	QUAKERTOWN COMMUNITY SD	School District	4219890	MDL-3596	Filing Group 1	4,770	8	\$24,193
CA	LINDSAY UNIFIED	School District	0621870	JCCP-4593	Filing Group 1	4,067	10	\$24,116
WA	BREMERTON SCHOOL DISTRICT	School District	5300660	MDL-10251	Filing Group 2	4,536	14	\$24,114
WV	WYOMING COUNTY SCHOOLS	School District	5401650	MDL-9852	Filing Group 1	3,681	14	\$23,891
IL	TWP HSD 113	School District	1719080	MDL-4614	Filing Group 1	3,386	2	\$23,884
PA	MIFFLIN COUNTY SD	School District	4215290	MDL-3622	Filing Group 1	4,687	9	\$23,862
ID	LAKE PEND OREILLE SCHOOL DISTRICT	School District	1600002	MDL-9024	Filing Group 1	3,354	13	\$23,851
NY	PLAINVIEW-OLD BETHPAGE CENTRAL SCHOOL DISTRICT	School District	3623220	MDL-3595	Filing Group 1	4,961	7	\$23,823
CA	SAN BENITO HIGH	School District	0634140	JCCP-4604	Filing Group 1	3,350	2	\$23,647
UT	AMERICAN PREPARATORY ACADEMY	School District	4900005	MDL-8538	Filing Group 1	5,329	6	\$23,495
CA	EL CENTRO ELEMENTARY	School District	0612030	JCCP-4588	Filing Group 1	5,292	12	\$23,344
OH	WADSWORTH CITY	School District	3910029	MDL-4861	Filing Group 1	4,531	8	\$23,270
VA	SCOTT CO PBLC SCHS	School District	5103480	MDL-4635	Filing Group 1	3,534	13	\$22,931
VA	WYTHE CO PBLC SCHS	School District	5104110	MDL-10000	Filing Group 1	3,857	12	\$22,770
ID	BLACKFOOT DISTRICT	School District	1600270	MDL-8997	Filing Group 1	3,925	12	\$22,751
KY	MONTGOMERY COUNTY	School District	2104250	MDL-3590	Filing Group 1	4,459	8	\$22,731
PA	WARREN COUNTY SD	School District	4224820	MDL-4190	Filing Group 1	4,009	9	\$22,622
NM	BELEN CONSOLIDATED SCHOOLS	School District	3500180	MDL-9962	Filing Group 1	3,667	11	\$22,565

School District Altria Final Allocation

NY	JAMESTOWN CITY SCHOOL DISTRICT	School District	3615630	MDL-9716	Filing Group 1	4,586	9	\$22,481
MD	TALBOT COUNTY PUBLIC SCHOOLS	School District	2400630	MDL-4326	Filing Group 1	4,524	8	\$22,450
MI	BATTLE CREEK PUBLIC SCHOOLS	School District	2600005	MDL-9811	Filing Group 1	3,739	13	\$22,446
WA	WEST VALLEY SCHOOL DISTRICT (SPOKANE)	School District	5309690	MDL-9704	Filing Group 1	3,439	12	\$22,390
WA	PORT ANGELES SCHOOL DISTRICT	School District	5306820	MDL-9487	Filing Group 1	3,489	10	\$22,239
CA	JEFFERSON ELEMENTARY	School District	0618870	MDL-3614	Filing Group 1	5,597	14	\$22,220
AL	MARION COUNTY	School District	0102310	MDL-6025	Filing Group 1	3,255	11	\$22,133
NY	HUNTINGTON UNION FREE SCHOOL DISTRICT	School District	3615090	MDL-9055	Filing Group 1	4,260	8	\$22,087
MI	OKEMOS PUBLIC SCHOOLS	School District	2626280	MDL-9802	Filing Group 1	4,531	7	\$22,019
UT	JUAB DISTRICT	School District	4900450	MDL-9033	Filing Group 1	3,807	5	\$21,907
TN	BRISTOL	School District	4700360	MDL-4677	Filing Group 1	3,843	8	\$21,770
WA	EAST VALLEY SCHOOL DISTRICT (SPOKANE)	School District	5302280	MDL-9786	Filing Group 1	3,737	9	\$21,764
NC	CHEROKEE COUNTY SCHOOLS	School District	3700780	MDL-9961	Filing Group 1	2,949	13	\$21,713
OH	NORTH CANTON CITY	School District	3904450	MDL-5294	Filing Group 1	4,261	7	\$21,682
IN	JENNINGS COUNTY SCHOOL CORPORATION	School District	1805190	MDL-9946	Filing Group 1	3,975	8	\$21,380
OR	SILVER FALLS SD 4J	School District	4111450	MDL-10579	Filing Group 2	3,623	13	\$21,324
VT	ESSEX-WESTFORD SUPERVISORY DISTRICT	School District	5000394	MDL-3958	Filing Group 1	3,831	10	\$21,202
WV	NICHOLAS COUNTY SCHOOLS	School District	5401020	MDL-10213	Filing Group 1	3,471	14	\$21,117
PA	NORTH HILLS SD	School District	4217220	MDL-3625	Filing Group 1	4,606	6	\$21,033
MD	GARRETT COUNTY PUBLIC SCHOOLS	School District	2400360	MDL-4325	Filing Group 1	3,648	12	\$21,010
WI	WAUNAKEE COMMUNITY SCHOOL DISTRICT	School District	5515810	MDL-5311	Filing Group 1	4,304	7	\$20,937
MI	LAKEVIEW SCH. DISTRICT (CALHOUN)	School District	2620850	MDL-5464	Filing Group 1	3,997	7	\$20,695
TN	LINCOLN COUNTY	School District	4702490	MDL-4682	Filing Group 1	3,806	7	\$20,683
NM	ESPANOLA PUBLIC SCHOOLS	School District	3500900	MDL-3612	Filing Group 1	3,070	13	\$20,677
CA	ATWATER ELEMENTARY	School District	0603420	JCCP-4545	Filing Group 1	4,815	10	\$20,653
OH	EDUCATIONAL SERVICE CENTER OF THE WESTERN RESERVE	Regional Education Service Agency	3904786	MDL-10456	Filing Group 2	39,161	74	\$20,619
WI	OREGON SCHOOL DISTRICT	School District	5511100	MDL-5963	Filing Group 1	4,119	8	\$20,466

School District Altria Final Allocation

CA	IMPERIAL COUNTY OFFICE OF EDUCATION	Regional Education Service Agency	0691010	MDL-10524	Filing Group 1	36,607	71	\$20,283
NY	VICTOR CENTRAL SCHOOL DISTRICT	School District	3629640	MDL-5848	Filing Group 1	4,285	5	\$20,276
ID	MIDDLETON DISTRICT	School District	1602130	MDL-8967	Filing Group 1	3,891	6	\$20,256
NJ	PEMBERTON TOWNSHIP SCHOOL DISTRICT	School District	3412810	MDL-9799	Filing Group 1	4,250	9	\$20,152
VT	CHAMPLAIN VALLEY SUPERVISORY DISTRICT	School District	5099914	MDL-3956	Filing Group 1	4,150	5	\$20,099
CA	LOS ANGELES COUNTY OFFICE OF EDUCATION	School District	0691078	JCCP-4561	Filing Group 1	1,679	9	\$19,992
SC	DILLON 04	School District	4501920	MDL-9845	Filing Group 1	3,901	8	\$19,750
IN	SHELBYVILLE CENTRAL SCHOOLS	School District	1810140	MDL-9743	Filing Group 1	4,030	7	\$19,734
MI	FERNDALE PUBLIC SCHOOLS	School District	2614280	MDL-4609	Filing Group 1	2,971	7	\$19,729
IL	GRAYSLAKE CHSD 127	School District	1717550	MDL-4428	Filing Group 1	2,738	2	\$19,704
CA	LA CANADA UNIFIED	School District	0620130	MDL-6047	Filing Group 1	3,988	4	\$19,648
NY	WEST IRONDEQUOIT CENTRAL SCHOOL DISTRICT	School District	3615390	MDL-5897	Filing Group 1	3,583	10	\$19,577
WA	CENTRALIA SCHOOL DISTRICT	School District	5301140	MDL-9752	Filing Group 1	3,337	9	\$19,571
TN	HARDEMAN COUNTY SCHOOLS	School District	4701650	MDL-5968	Filing Group 1	3,342	9	\$19,556
WV	UPSHUR COUNTY SCHOOLS	School District	5401470	MDL-9850	Filing Group 1	3,705	10	\$19,543
OH	MASSILLON CITY	School District	3904435	MDL-4993	Filing Group 1	3,924	7	\$19,396
OH	GREEN LOCAL	School District	3905001	MDL-5157	Filing Group 1	4,048	5	\$19,364
CA	SULPHUR SPRINGS UNION	School District	0638220	MDL-6048	Filing Group 1	5,069	10	\$19,335
MI	ALPENA PUBLIC SCHOOLS	School District	2602730	MDL-9071	Filing Group 1	3,513	9	\$19,258
WA	CHEHALIS SCHOOL DISTRICT	School District	5301170	MDL-9776	Filing Group 1	3,060	8	\$19,249
PA	WYOMING VALLEY WEST SD	School District	4225950	MDL-10879	Filing Group 2	4,612	7	\$19,209
DE	MILFORD SCHOOL DISTRICT	School District	1001080	MDL-9481	Filing Group 1	4,214	6	\$19,201
IN	SCHOOL CITY OF EAST CHICAGO	School District	1802880	MDL-5883	Filing Group 1	3,655	7	\$19,179
PA	CRAWFORD CENTRAL SD	School District	4207080	MDL-5542	Filing Group 1	3,200	8	\$19,160
VT	BURLINGTON SUPERVISORY DISTRICT	School District	5099915	MDL-3955	Filing Group 1	3,591	10	\$19,146
CA	OROVILLE UNION HIGH	School District	0629130	JCCP-4569	Filing Group 1	2,334	4	\$19,141
MI	DEXTER COMMUNITY SCHOOL DISTRICT	School District	2612030	MDL-5895	Filing Group 1	3,398	7	\$19,134
UT	MILLARD DISTRICT	School District	4900540	MDL-5960	Filing Group 1	3,093	10	\$19,092

School District Altria Final Allocation

School District Altria Final Allocation

MI	CEDAR SPRINGS PUBLIC SCHOOLS	School District	2608520	MDL-6012	Filing Group 1	3,410	7	\$18,895
PA	PLEASANT VALLEY SD	School District	4219290	MDL-4516	Filing Group 1	3,792	4	\$18,867
CA	RIPON UNIFIED	School District	0632880	JCCP-4642	Filing Group 1	3,307	7	\$18,814
ME	BANGOR PUBLIC SCHOOLS	School District	2302820	MDL-5506	Filing Group 1	3,468	10	\$18,796
NY	WATERTOWN CITY SCHOOL DISTRICT	School District	3630120	MDL-5597	Filing Group 1	3,857	8	\$18,790
MS	HANCOCK CO SCHOOL DIST	School District	2801740	MDL-10873	Filing Group 2	4,119	7	\$18,674
VT	NORTH COUNTRY SUPERVISORY UNION	School District	5099931	MDL-3969	Filing Group 1	2,583	12	\$18,574
IL	MARION CUSD 2	School District	1724600	MDL-4850	Filing Group 1	3,729	7	\$18,568
UT	SOUTH SANPETE DISTRICT	School District	4900960	MDL-5644	Filing Group 1	3,241	8	\$18,503
MS	HATTIESBURG PUBLIC SCHOOL DIST	School District	2801800	MDL-10468	Filing Group 1	3,569	9	\$18,485
MS	PEARL PUBLIC SCHOOL DISTRICT	School District	2803520	MDL-3627	Filing Group 1	4,035	5	\$18,482
NY	POUGHKEEPSIE CITY SCHOOL DISTRICT	School District	3623760	MDL-10449	Filing Group 2	4,212	7	\$18,446
MI	GREENVILLE PUBLIC SCHOOLS	School District	2617160	MDL-5297	Filing Group 1	3,553	7	\$18,420
SC	MARLBORO 01	School District	4502970	MDL-6021	Filing Group 1	3,667	7	\$18,345
WA	STEILACOOM HIST. SCHOOL DISTRICT	School District	5308460	MDL-9711	Filing Group 1	3,133	10	\$18,344
NY	UNION-ENDICOTT CENTRAL SCHOOL DISTRICT	School District	3610710	MDL-9030	Filing Group 1	3,536	7	\$18,328
MS	COLUMBUS MUNICIPAL SCHOOL DIST	School District	2801200	MDL-4859	Filing Group 1	3,277	9	\$18,290
MI	MUSKEGON PUBLIC SCHOOLS OF THE CITY OF	School District	2624840	MDL-6384	Filing Group 1	3,479	7	\$18,260
CA	EL SEGUNDO UNIFIED	School District	0612210	MDL-9517	Filing Group 1	3,448	5	\$18,163
KY	MARION COUNTY	School District	2103780	MDL-3667	Filing Group 1	3,228	8	\$18,106
AL	DALE COUNTY	School District	0101050	MDL-5903	Filing Group 1	3,208	7	\$18,051
LA	ST. JAMES PARISH	School District	2201500	MDL-10467	Filing Group 1	3,553	6	\$18,038
MI	LINCOLN CONSOLIDATED SCHOOL DISTRICT	School District	2621570	MDL-5601	Filing Group 1	3,571	5	\$17,854
OK	ENID	School District	4010920	MDL-4782	Filing Group 1	7,390	16	\$17,762
CA	WASHINGTON UNIFIED	School District	0601415	JCCP-7605	Filing Group 1	2,557	7	\$17,744
PA	OXFORD AREA SD	School District	4218300	MDL-4178	Filing Group 1	3,353	6	\$17,703
VA	LEE CO PBLC SCHS	School District	5102190	MDL-4633	Filing Group 1	3,048	10	\$17,663
IN	PLYMOUTH COMMUNITY SCHOOL CORP	School District	1809060	MDL-9740	Filing Group 1	3,430	7	\$17,596

School District Altria Final Allocation

WI	MILTON SCHOOL DISTRICT	School District	5509570	MDL-5618	Filing Group 1	3,480	7	\$17,536
WI	DE FOREST AREA SCHOOL DISTRICT	School District	5503180	MDL-9084	Filing Group 1	3,870	6	\$17,502
VT	WINDHAM SOUTHEAST SUPERVISORY UNION	School District	5099948	MDL-3981	Filing Group 1	2,528	10	\$17,449
CA	BASSETT UNIFIED	School District	0604110	MDL-9048	Filing Group 1	3,215	7	\$17,415
AL	DALLAS COUNTY	School District	0101110	MDL-10754	Filing Group 2	2,701	12	\$17,399
TN	OBION COUNTY	School District	4703270	MDL-5466	Filing Group 1	3,088	7	\$17,360
WA	QUINCY SCHOOL DISTRICT	School District	5307080	MDL-9778	Filing Group 1	3,049	9	\$17,322
OK	YUKON	School District	4033480	MDL-10610	Filing Group 2	8,158	12	\$17,268
NY	CENTRAL SQUARE CENTRAL SCHOOL DISTRICT	School District	3606900	MDL-4495	Filing Group 1	3,554	6	\$17,266
IL	O FALLON TWP HSD 203	School District	1729790	MDL-3626	Filing Group 1	2,511	1	\$17,218
NY	EAST SYRACUSE MINOA CENTRAL SCHOOL DISTRICT	School District	3609990	MDL-8972	Filing Group 1	3,385	7	\$17,165
IN	WHITLEY COUNTY CON SCHOOLS	School District	1802280	MDL-9774	Filing Group 1	3,528	6	\$17,126
IN	NEW CASTLE COMMUNITY SCHOOL CORP	School District	1807440	MDL-9775	Filing Group 1	2,951	8	\$17,122
NY	FULTON CITY SCHOOL DISTRICT	School District	3611700	MDL-9143	Filing Group 1	3,140	6	\$17,041
IN	DEKALB CO CTL UNITED SCH DIST	School District	1801590	MDL-9862	Filing Group 1	3,524	6	\$17,018
WV	LINCOLN COUNTY SCHOOLS	School District	5400660	MDL-9959	Filing Group 1	3,114	8	\$17,007
MI	CADILLAC AREA PUBLIC SCHOOLS	School District	2607590	MDL-8976	Filing Group 1	3,110	7	\$16,957
WI	GREENFIELD SCHOOL DISTRICT	School District	5505940	MDL-5398	Filing Group 1	3,367	6	\$16,795
CA	RIM OF THE WORLD UNIFIED	School District	0632610	JCCP-4602	Filing Group 1	2,926	7	\$16,732
WV	MCDOWELL COUNTY SCHOOLS	School District	5400810	MDL-9934	Filing Group 1	2,706	10	\$16,629
NY	WHITESBORO CENTRAL SCHOOL DISTRICT	School District	3631320	MDL-5711	Filing Group 1	3,144	7	\$16,618
AL	WINSTON COUNTY	School District	0103580	MDL-6375	Filing Group 1	2,272	10	\$16,585
UT	NORTH SANPETE DISTRICT	School District	4900660	MDL-9107	Filing Group 1	2,612	8	\$16,582
MI	L'ANSE CREUSE PUBLIC SCHOOLS	School District	2621870	MDL-24983	Filing Group 3	9,881	19	\$16,573
NY	VESTAL CENTRAL SCHOOL DISTRICT	School District	3629610	MDL-9087	Filing Group 1	3,255	7	\$16,565
CA	CABRILLO UNIFIED	School District	0606780	MDL-3652	Filing Group 1	2,934	7	\$16,563
AL	SELMA CITY	School District	0102970	MDL-5979	Filing Group 1	2,784	11	\$16,557
SC	HAMPTON 01	School District	4502430, 45	MDL-5667	Filing Group 1	2,593	10	\$16,522

School District Altria Final Allocation

AL	COLBERT COUNTY	School District	0100840	MDL-6033	Filing Group 1	2,618	8	\$16,505
NY	LONG BEACH CITY SCHOOL DISTRICT	School District	3617730	MDL-10448	Filing Group 2	3,656	6	\$16,425
IN	GREATER JASPER CONSOLIDATED SCHS	School District	1803960	MDL-9537	Filing Group 1	3,209	5	\$16,396
DE	LAKE FOREST SCHOOL DISTRICT	School District	1000790	MDL-9043	Filing Group 1	3,505	7	\$16,383
PA	MARS AREA SD	School District	4214790	MDL-3619	Filing Group 1	3,334	5	\$16,369
DE	SEAFORD SCHOOL DISTRICT	School District	1001530	MDL-6027	Filing Group 1	3,224	7	\$16,345
FL	GILCHRIST	School District	1200630	MDL-9718	Filing Group 1	2,736	8	\$16,300
MI	AIRPORT COMMUNITY SCHOOLS	School District	2601980	MDL-6447	Filing Group 1	2,604	9	\$16,282
OH	WOOSTER CITY	School District	3910032	MDL-4503	Filing Group 1	3,273	7	\$16,256
MI	MARSHALL PUBLIC SCHOOLS	School District	2622970	MDL-9486	Filing Group 1	2,634	8	\$16,208
CA	BRAWLEY UNION HIGH	School District	0605820	JCCP-4585	Filing Group 1	2,019	3	\$16,087
AL	FORT PAYNE CITY	School District	0101560	MDL-6040	Filing Group 1	3,482	4	\$16,064
NY	MONROE 2-ORLEANS BOCES	Regional Education Service Agency	3680520	MDL-9109	Filing Group 1	32,067	53	\$16,062
IN	FRANKTON-LAPEL COMMUNITY SCHOOLS	School District	1812880	MDL-9721	Filing Group 1	3,049	5	\$16,001
OH	LAKE LOCAL	School District	3904986	MDL-9801	Filing Group 1	3,404	3	\$15,982
TN	HUMPHREYS COUNTY	School District	4701980	MDL-4680	Filing Group 1	2,849	7	\$15,938
MI	MASON PUBLIC SCHOOLS (INGHAM)	School District	2623070	MDL-5500	Filing Group 1	3,205	6	\$15,795
NY	INDIAN RIVER CENTRAL SCHOOL DISTRICT	School District	3615300	MDL-6136	Filing Group 1	3,319	8	\$15,768
OH	FRANKLIN CITY	School District	3904400	MDL-4499	Filing Group 1	2,623	8	\$15,761
ME	SOUTH PORTLAND PUBLIC SCHOOLS	School District	2312330	MDL-6083	Filing Group 1	2,913	8	\$15,748
OH	ALLIANCE CITY	School District	3904349	MDL-5964	Filing Group 1	2,975	5	\$15,727
PA	PENNCREST SD	School District	4218740	MDL-4187; 10547	Filing Group 1	2,574	6	\$15,709
MI	DEWITT PUBLIC SCHOOLS	School District	2611550	MDL-9128	Filing Group 1	3,124	5	\$15,651
IN	KANKAKEE VALLEY SCHOOL CORP	School District	1805280	MDL-9773	Filing Group 1	3,224	5	\$15,646
CA	CLAYTON VALLEY CHARTER HIGH DISTRICT	School District	0602342	MDL-9073	Filing Group 1	2,266	1	\$15,638
MI	OWOSSO PUBLIC SCHOOLS	School District	2627210	MDL-6101	Filing Group 1	2,995	6	\$15,607
MI	WAVERLY COMMUNITY SCHOOLS	School District	2635520	MDL-5604	Filing Group 1	2,883	6	\$15,568
WV	PUTNAM COUNTY SCHOOLS	School District	5401200	MDL-11355	Filing Group 3	9,147	23	\$15,554

School District Altria Final Allocation

NY	SCHUYLER-STEUBEN-CHEMUNG-TIOGA-ALLEGANY BOCES	Regional Education Service Agency	3680780	MDL-10386	Filing Group 3	27,558	67	\$15,543
TN	GREENEVILLE	School District	4701500	MDL-4500	Filing Group 1	2,851	7	\$15,526
SC	FAIRFIELD 01	School District	4502100	MDL-9847	Filing Group 1	2,414	8	\$15,524
MI	ADRIAN PUBLIC SCHOOLS	School District	2601950	MDL-5310	Filing Group 1	2,797	7	\$15,415
KY	HARRISON COUNTY	School District	2102580	MDL-3574	Filing Group 1	2,838	7	\$15,382
PA	PITTSTON AREA SD	School District	4219200	MDL-9964	Filing Group 1	3,178	4	\$15,359
WI	BARABOO SCHOOL DISTRICT	School District	5500810	MDL-5503	Filing Group 1	2,786	9	\$15,298
NY	BROOME-DELAWARE-TIOGA BOCES	Regional Education Service Agency	3680140	MDL-10395	Filing Group 3	28,800	64	\$15,289
PA	WOODLAND HILLS SD	School District	4216500	MDL-4191	Filing Group 1	3,174	5	\$15,289
AL	MUSCLE SHOALS CITY	School District	0102520	MDL-5956	Filing Group 1	2,801	7	\$15,270
NM	SILVER CONSOLIDATED SCHOOLS	School District	3502430	MDL-9038	Filing Group 1	2,314	9	\$15,225
WA	EAST VALLEY SCHOOL DISTRICT (YAKIMA)	School District	5305370	MDL-9503	Filing Group 1	3,172	5	\$15,160
WA	NORTH MASON SCHOOL DISTRICT	School District	5305790	MDL-9181	Filing Group 1	2,260	8	\$15,149
CO	STEAMBOAT SPRINGS SCHOOL DISTRICT NO. RE 2	School District	0806660	MDL-3635	Filing Group 1	2,567	7	\$15,086
OK	DEER CREEK	School District	4009570	MDL-9519	Filing Group 1	6,741	9	\$14,929
AL	HENRY COUNTY	School District	0101740	MDL-6039	Filing Group 1	2,472	6	\$14,915
IN	MSD WABASH COUNTY SCHOOLS	School District	1812180	MDL-9856	Filing Group 1	2,093	7	\$14,872
UT	EMERY DISTRICT	School District	4900270	MDL-8529	Filing Group 1	2,274	10	\$14,839
PA	MCKEESPORT AREA SD	School District	4214940	MDL-3620	Filing Group 1	3,046	4	\$14,824
WA	SEQUIM SCHOOL DISTRICT	School District	5307830	MDL-9701	Filing Group 1	2,529	6	\$14,792
CA	BRAWLEY ELEMENTARY	School District	0605790	JCCP-4584	Filing Group 1	3,898	5	\$14,693
CA	ESCALON UNIFIED	School District	0612840	JCCP-8502	Filing Group 1	2,628	7	\$14,670
MI	BANGOR TOWNSHIP SCHOOLS	School District	2603900	MDL-5509	Filing Group 1	2,528	6	\$14,646
NY	EAST IRONDEQUOIT CENTRAL SCHOOL DISTRICT	School District	3609690	MDL-6140	Filing Group 1	2,885	6	\$14,645
OR	DALLAS SD 2	School District	4103860	MDL-10571	Filing Group 2	3,025	7	\$14,583
VT	MAPLE RUN SUPERVISORY DISTRICT	School District	5099923	MDL-3963	Filing Group 1	2,597	5	\$14,556
CA	MOUNTAIN EMPIRE UNIFIED	School District	0626100	JCCP-4596	Filing Group 1	1,674	10	\$14,546



School District Altria Final Allocation

WA	WOODLAND SCHOOL DISTRICT	School District	5310050	MDL-9522	Filing Group 1	2,415	7	\$14,491
NY	NEW HARTFORD CENTRAL SCHOOL DISTRICT	School District	3620370	MDL-9007	Filing Group 1	2,527	5	\$14,378
IL	CHSD 94	School District	1740440	MDL-9873	Filing Group 1	2,055	1	\$14,277
ID	MOSCOW DISTRICT	School District	1602220	MDL-5624	Filing Group 1	2,333	8	\$14,237
MI	EAST GRAND RAPIDS PUBLIC SCHOOLS	School District	2612480	MDL-9514	Filing Group 1	2,818	5	\$14,225
ID	PRESTON JOINT DISTRICT	School District	1600960	MDL-8979	Filing Group 1	2,360	6	\$14,222
PA	NEW CASTLE AREA SD	School District	4216620	MDL-3578	Filing Group 1	3,022	5	\$14,192
MI	VICKSBURG COMMUNITY SCHOOLS	School District	2634950	MDL-9507	Filing Group 1	2,525	6	\$14,141
MI	COLDWATER COMMUNITY SCHOOLS	School District	2610140	MDL-6100	Filing Group 1	2,755	5	\$14,128
VT	MOUNT MANSFIELD UNIFIED UNION SCHOOL DISTRICT #401	School District	5000443	MDL-3968	Filing Group 1	2,569	8	\$14,126
NY	ROCKY POINT UNION FREE SCHOOL DISTRICT	School District	3624840	MDL-10470	Filing Group 1	2,801	4	\$14,041
OK	BIXBY	School District	4004500	MDL-10388	Filing Group 2	6,560	10	\$14,015
WA	SULTAN SCHOOL DISTRICT	School District	5308550	MDL-9700	Filing Group 1	1,892	9	\$14,007
CA	CORONADO UNIFIED	School District	0609870	MDL-5658	Filing Group 1	2,608	4	\$13,996
CA	LINDEN UNIFIED	School District	0621810	JCCP-4641	Filing Group 1	2,323	6	\$13,899
NY	CARTHAGE CENTRAL SCHOOL DISTRICT	School District	3606630	MDL-5894	Filing Group 1	2,809	5	\$13,805
MN	ROCORI PUBLIC SCHOOL DISTRICT	School District	2709440	MDL-5922	Filing Group 1	2,299	6	\$13,702
ID	FREMONT COUNTY JOINT DISTRICT	School District	1601110	MDL-6380	Filing Group 1	2,147	8	\$13,647
MI	CENTER LINE PUBLIC SCHOOLS	School District	2608580	MDL-6421	Filing Group 1	2,454	6	\$13,590
AL	CLARKE COUNTY	School District	0100720	MDL-5904	Filing Group 1	2,271	7	\$13,559
AL	COFFEE COUNTY	School District	0100810	MDL-6016	Filing Group 1	2,541	4	\$13,539
WA	PULLMAN SCHOOL DISTRICT	School District	5306930	MDL-9794	Filing Group 1	2,615	6	\$13,520
TN	CHESTER COUNTY	School District	4700600	MDL-5293	Filing Group 1	2,676	6	\$13,473
IL	ARGO CHSD 217	School District	1704020	MDL-4854	Filing Group 1	1,923	1	\$13,426
VT	SOUTH BURLINGTON SUPERVISORY DISTRICT	School District	5099916	MDL-3976	Filing Group 1	2,688	5	\$13,418
TN	ELIZABETHTON	School District	4701110	MDL-5468	Filing Group 1	2,631	5	\$13,405
KY	LAWRENCE COUNTY	School District	2103240	MDL-3575	Filing Group 1	2,464	6	\$13,405

School District Altria Final Allocation

NJ	WEST DEPTFORD TOWNSHIP SCHOOL DISTRICT	School District	3417430	MDL-5312	Filing Group 1	2,673	5	\$13,369
WA	BLAINE SCHOOL DISTRICT	School District	5300570	MDL-9797	Filing Group 1	2,164	7	\$13,339
UT	KANE DISTRICT	School District	4900480	MDL-6259	Filing Group 1	1,383	10	\$13,334
AL	FAYETTE COUNTY	School District	0101470	MDL-6041	Filing Group 1	2,178	6	\$13,326
CA	SAN LORENZO VALLEY UNIFIED	School District	0634740	JCCP-4579	Filing Group 1	2,434	5	\$13,314
OH	LOUISVILLE CITY	School District	3904987	MDL-5291	Filing Group 1	2,764	4	\$13,293
PA	RINGGOLD SD	School District	4220400	MDL-4188	Filing Group 1	2,695	4	\$13,269
WA	GRANITE FALLS SCHOOL DISTRICT	School District	5303210	MDL-9790	Filing Group 1	2,089	6	\$13,266
VT	ADDISON CENTRAL SUPERVISORY UNION	School District	5099903	MDL-3695	Filing Group 1	1,742	9	\$13,239
CA	SAN DIEGO COUNTY OFFICE OF EDUCATION	School District	0691030	JCCP-4577	Filing Group 1	1,147	7	\$13,212
VT	FRANKLIN NORTHEAST SUPERVISORY UNION	School District	5099920	MDL-3959	Filing Group 1	1,815	9	\$13,205
IN	WESTERN SCHOOL CORPORATION	School District	1804470	MDL-9865	Filing Group 1	2,589	4	\$13,199
MI	HASTINGS AREA SCHOOL DISTRICT	School District	2617970	MDL-5797	Filing Group 1	2,537	6	\$13,198
KY	LARUE COUNTY	School District	2103180	MDL-3664	Filing Group 1	2,315	6	\$13,156
WV	LEWIS COUNTY SCHOOLS	School District	5400630	MDL-10021	Filing Group 1	2,483	6	\$13,084
IL	OAK LAWN CHSD 229	School District	1729220	MDL-4430	Filing Group 1	1,867	1	\$13,064
OH	STEUBENVILLE CITY	School District	3904482	MDL-9733	Filing Group 1	2,681	6	\$12,961
SC	SPARTANBURG 04	School District	4503570	MDL-9915	Filing Group 1	2,718	4	\$12,953
WA	GOLDENDALE SCHOOL DISTRICT	School District	5303090	MDL-9703	Filing Group 1	2,184	5	\$12,921
AL	DOTHAN CITY	School District	0101230	0	Filing Group 3	8,031	15	\$12,832
WA	LAKESWOOD SCHOOL DISTRICT	School District	5304260	MDL-9712	Filing Group 1	2,495	5	\$12,831
CA	CYPRESS ELEMENTARY	School District	0610440	MDL-5659	Filing Group 1	3,540	6	\$12,823
ME	RSU 02	School District	2314776	MDL-9004	Filing Group 1	1,883	8	\$12,820
WI	MOUNT HOREB AREA SCHOOL DISTRICT	School District	5509990	MDL-5287	Filing Group 1	2,423	6	\$12,793
KY	ESTILL COUNTY	School District	2101760	MDL-3573	Filing Group 1	2,285	6	\$12,747
MS	JONES CO SCHOOL DIST	School District	2802280	MDL-11379	Filing Group 3	7,898	11	\$12,705
SC	ANDERSON 03	School District	4500840	MDL-5478	Filing Group 1	2,549	5	\$12,651
PA	CRESTWOOD SD	School District	4205460	MDL-10875	Filing Group 2	2,812	3	\$12,600

School District Altria Final Allocation

VT	RUTLAND CITY SUPERVISORY DISTRICT	School District	5099940	MDL-3973	Filing Group 1	2,012	6	\$12,596
TN	MILLINGTON MUNICIPAL SCHOOLS	School District	4700150	MDL-4784	Filing Group 1	2,549	4	\$12,564
MI	EATON RAPIDS PUBLIC SCHOOLS	School District	2612690	MDL-5598	Filing Group 1	2,063	6	\$12,520
MI	DOWAGIAC UNION SCHOOL DISTRICT	School District	2612150	MDL-6385	Filing Group 1	2,105	7	\$12,488
TN	CANNON COUNTY	School District	4700450	MDL-4779	Filing Group 1	1,875	7	\$12,488
TN	LENOIR CITY	School District	4702400	MDL-10446	Filing Group 2	2,517	3	\$12,427
KY	BREATHITT COUNTY	School District	2100690	MDL-3572	Filing Group 1	1,826	6	\$12,426
MS	VICKSBURG WARREN SCHOOL DIST	School District	2804470	MDL-10405	Filing Group 3	7,133	16	\$12,404
OR	CASCADE SD 5	School District	4102780	MDL-10563	Filing Group 2	2,464	6	\$12,328
CA	BURLINGAME ELEMENTARY	School District	0606480	JCCP-4586	Filing Group 1	3,387	7	\$12,305
VT	ORANGE EAST SUPERVISORY UNION	School District	5099927	MDL-3970	Filing Group 1	1,703	7	\$12,279
DE	LAUREL SCHOOL DISTRICT	School District	1000810	MDL-9116	Filing Group 1	2,546	4	\$12,250
MI	PAW PAW PUBLIC SCHOOL DISTRICT	School District	2627660	MDL-6099	Filing Group 1	2,125	5	\$12,237
NC	WARREN COUNTY SCHOOLS	School District	3704740	MDL-9490	Filing Group 1	1,794	7	\$12,232
NY	MAINE-ENDWELL CENTRAL SCHOOL DISTRICT	School District	3618150	MDL-9976	Filing Group 1	2,483	4	\$12,224
IN	SILVER CREEK SCHOOL CORPORATION	School District	1800213	MDL-10314	Filing Group 2	2,798	4	\$12,223
KS	RENWICK	School District	2011080	MDL-3687	Filing Group 1	1,904	6	\$12,096
MI	CHELSEA SCHOOL DISTRICT	School District	2608940	MDL-5910	Filing Group 1	2,304	4	\$12,072
WA	MOUNT BAKER SCHOOL DISTRICT	School District	5305310	MDL-9787	Filing Group 1	1,729	7	\$12,056
OR	NORTH SANTIAM SD 29J	School District	4100020	MDL-10576	Filing Group 2	2,103	6	\$11,995
WA	ROCHESTER SCHOOL DISTRICT	School District	5307470	MDL-9511	Filing Group 1	2,171	5	\$11,981
ID	SHELLEY JOINT DISTRICT	School District	1602910	MDL-8981	Filing Group 1	2,248	5	\$11,966
VA	RADFORD CITY PBLC SCHS	School District	5103180	MDL-9999	Filing Group 1	2,520	4	\$11,948
DE	WOODBIDGE SCHOOL DISTRICT	School District	1001850	MDL-9534	Filing Group 1	2,478	4	\$11,910
CA	SAN JOAQUIN COUNTY OFFICE OF EDUCATION	School District	0691031	JCCP-4643	Filing Group 1	1,706	3	\$11,910
VT	COLCHESTER SCHOOL DISTRICT	School District	5003240	MDL-3957	Filing Group 1	2,361	5	\$11,909
VT	BARRE SUPERVISORY UNION	School District	5000007	MDL-3954	Filing Group 1	2,169	4	\$11,878
MI	BIG RAPIDS PUBLIC SCHOOLS	School District	2605780	MDL-9523	Filing Group 1	2,054	5	\$11,788

School District Altria Final Allocation

IL	RIVERSIDE-BROOKFIELD TWP SD 208	School District	1734020	MDL-4852	Filing Group 1	1,659	1	\$11,723
SC	DORCHESTER 04	School District	4500002	MDL-9848	Filing Group 1	2,101	6	\$11,695
CA	SCOTTS VALLEY UNIFIED	School District	0600043	JCCP-4581	Filing Group 1	2,237	4	\$11,657
NJ	CINNAMINSON TOWNSHIP SCHOOL DISTRICT	School District	3403120	MDL-10392	Filing Group 2	2,621	4	\$11,606
CA	LAFAYETTE ELEMENTARY	School District	0620310	MDL-9872	Filing Group 1	3,261	5	\$11,497
AL	FAIRFIELD CITY	School District	0101440	MDL-8977	Filing Group 1	1,552	6	\$11,495
IN	CRAWFORDSVILLE COMMUNITY SCHOOLS	School District	1802460	MDL-10630	Filing Group 2	2,545	6	\$11,440
SC	CLARENDON 04	School District	4503913	MDL-9784	Filing Group 1	1,890	6	\$11,423
MI	CHIPPEWA HILLS SCHOOL DISTRICT	School District	2609560	MDL-9129	Filing Group 1	1,885	6	\$11,414
UT	BEAVER DISTRICT	School District	4900060	MDL-9135	Filing Group 1	1,566	7	\$11,372
VT	LAMOILLE NORTH MODIFIED USD #058B	School District	5000401, 50	MDL-3961	Filing Group 1	1,372	7	\$11,308
OH	MARLINGTON LOCAL	School District	3904988	MDL-9039	Filing Group 1	1,966	5	\$11,290
MI	LUDINGTON AREA SCHOOL DISTRICT	School District	2622200	MDL-9500	Filing Group 1	2,111	5	\$11,290
MI	YALE PUBLIC SCHOOLS	School District	2636600	MDL-4999	Filing Group 1	1,850	6	\$11,264
ID	TETON COUNTY DISTRICT	School District	1603180	MDL-9045	Filing Group 1	1,766	7	\$11,237
WA	NOOKSACK VALLEY SCHOOL DISTRICT	School District	5305670	MDL-9760	Filing Group 1	1,914	7	\$11,202
MI	NORTHVILLE PUBLIC SCHOOLS	School District	2625980	MDL-24987	Filing Group 3	7,050	10	\$11,167
WI	ANTIGO UNIFIED SCHOOL DISTRICT	School District	5500360	MDL-8994	Filing Group 1	1,994	5	\$11,156
WA	MERIDIAN SCHOOL DISTRICT	School District	5305010	MDL-9793	Filing Group 1	1,836	6	\$11,080
VT	GREATER RUTLAND COUNTY SUPERVISORY UNION	School District	5000405	MDL-10748	Filing Group 2	1,588	8	\$11,079
CA	PACIFIC GROVE UNIFIED	School District	0629370	JCCP-4570	Filing Group 1	1,899	5	\$11,072
PA	SOUTH BUTLER COUNTY SD	School District	4221930	MDL-3633	Filing Group 1	2,050	4	\$11,068
UT	GARFIELD DISTRICT	School District	4900300	MDL-9133	Filing Group 1	987	9	\$11,034
NY	HONEOYE FALLS-LIMA CENTRAL SCHOOL DISTRICT	School District	3614700	MDL-9110	Filing Group 1	2,073	4	\$11,001
CA	GOLDEN PLAINS UNIFIED	School District	0691134	JCCP-4589	Filing Group 1	1,520	6	\$10,969
TN	CROCKETT COUNTY	School District	4700850	MDL-10394	Filing Group 2	2,008	5	\$10,956
ME	RSU 11/MSAD 11	School District	2310590	MDL-4998	Filing Group 1	1,946	6	\$10,953
NY	BATAVIA CITY SCHOOL DISTRICT	School District	3603990	MDL-6393	Filing Group 1	2,175	4	\$10,947

School District Altria Final Allocation

SC	JASPER 01	School District	4502520	MDL-10260	Filing Group 2	2,664	4	\$10,928
IN	NORTH HARRISON COM SCHOOL CORP	School District	1800690	MDL-9979	Filing Group 1	2,113	4	\$10,906
OH	CLOVERLEAF LOCAL	School District	3904848	MDL-4607	Filing Group 1	2,262	3	\$10,882
OH	WEST HOLMES LOCAL	School District	3904769	MDL-9800	Filing Group 1	1,925	6	\$10,875
NY	SHOREHAM-WADING RIVER CENTRAL SCHOOL DISTRICT	School District	3626840	MDL-9991	Filing Group 1	2,016	4	\$10,857
KY	MARTIN COUNTY	School District	2103840	MDL-3576	Filing Group 1	1,823	5	\$10,851
IN	LAWRENCEBURG COMMUNITY SCHOOL CORP	School District	1805700	MDL-9884	Filing Group 1	2,066	4	\$10,846
PA	GENERAL MCLANE SD	School District	4210650	MDL-6035	Filing Group 1	2,064	4	\$10,840
OH	BLOOM-CARROLL LOCAL	School District	3904686	MDL-9731	Filing Group 1	2,158	4	\$10,812
MI	SWAN VALLEY SCHOOL DISTRICT	School District	2633410	MDL-5741	Filing Group 1	1,822	5	\$10,794
UT	ASCENT ACADEMIES OF UTAH	School District	4900174	MDL-9085	Filing Group 1	2,218	4	\$10,744
IN	GREENSBURG COMMUNITY SCHOOLS	School District	1804080	MDL-9882	Filing Group 1	2,157	3	\$10,712
PA	TUNKHANNOCK AREA SD	School District	4223850	MDL-10877	Filing Group 2	2,140	5	\$10,711
VT	LAMOILLE SOUTH SUPERVISORY UNION	School District	5099926	MDL-3962	Filing Group 1	1,581	7	\$10,689
NY	CHEEKTOWAGA-MARYVALE UNION FREE SCHOOL DISTRICT	School District	3618600	MDL-9034	Filing Group 1	2,134	4	\$10,672
NY	ONEIDA CITY SCHOOL DISTRICT	School District	3600013	MDL-4785	Filing Group 1	1,859	6	\$10,620
IN	GRIFFITH PUBLIC SCHOOLS	School District	1804170	MDL-5887	Filing Group 1	2,010	4	\$10,614
NM	POJOAQUE VALLEY PUBLIC SCHOOLS	School District	3502070	MDL-3628	Filing Group 1	1,792	5	\$10,607
CA	SOLANA BEACH ELEMENTARY	School District	0636990	MDL-9054	Filing Group 1	2,720	7	\$10,599
NY	MEXICO CENTRAL SCHOOL DISTRICT	School District	3619170	MDL-8570	Filing Group 1	2,001	5	\$10,569
VT	CALEDONIA CENTRAL SUPERVISORY UNION	School District	5099909	MDL-10739	Filing Group 2	1,478	7	\$10,550
NJ	MAPLE SHADE SCHOOL DISTRICT	School District	3409660	MDL-9715	Filing Group 1	2,232	4	\$10,547
KY	WOLFE COUNTY	School District	2105970	MDL-3647	Filing Group 1	1,148	7	\$10,543
MI	GOODRICH AREA SCHOOLS	School District	2616320	MDL-9509	Filing Group 1	1,918	4	\$10,536
IN	NORTHWESTERN SCHOOL CORP	School District	1802040	MDL-9868	Filing Group 1	1,821	4	\$10,506
OH	CANTON LOCAL	School District	3904983	MDL-9714	Filing Group 1	1,950	3	\$10,491
UT	SOUTH SUMMIT DISTRICT	School District	4900990	MDL-9027	Filing Group 1	1,654	6	\$10,485

School District Altria Final Allocation

ID	SUGAR-SALEM JOINT DISTRICT	School District	1603090	MDL-8963	Filing Group 1	1,583	5	\$10,399
NY	CAMDEN CENTRAL SCHOOL DISTRICT	School District	3606240	MDL-4678	Filing Group 1	1,995	4	\$10,367
AL	LEEDS CITY	School District	0100011	MDL-9480	Filing Group 1	2,097	4	\$10,358
VT	WHITE RIVER VALLEY SUPERVISORY UNION	School District	5099930	MDL-10746	Filing Group 2	1,359	10	\$10,324
NY	WEST HEMPSTEAD UNION FREE SCHOOL DISTRICT	School District	3630660	MDL-9994	Filing Group 1	1,702	5	\$10,297
LA	NATCHITOCHE PARISH	School District	2201140	MDL-24985	Filing Group 3	5,565	15	\$10,239
AL	TUSCUMBIA CITY	School District	0103420	MDL-6043	Filing Group 1	1,478	6	\$10,220
VT	KINGDOM EAST SUPERVISORY DISTRICT	School District	5000407	MDL-10743	Filing Group 2	1,631	7	\$10,213
MO	MOUNTAIN GROVE R-III	School District	2921510	MDL-3668	Filing Group 1	1,558	5	\$10,174
WA	HOQUIAM SCHOOL DISTRICT	School District	5303660	MDL-9525	Filing Group 1	1,578	6	\$10,169
WV	MONROE COUNTY SCHOOLS	School District	5400960	MDL-9881	Filing Group 1	1,663	5	\$10,126
IL	OTTAWA TWP HSD 140	School District	1730330	MDL-5860	Filing Group 1	1,251	2	\$10,112
WI	ASHLAND SCHOOL DISTRICT	School District	5500510	MDL-4777	Filing Group 1	1,836	4	\$10,087
NY	CHITTENANGO CENTRAL SCHOOL DISTRICT	School District	3607470	MDL-5708	Filing Group 1	1,889	4	\$10,083
VT	MISSISQUOI VALLEY SCHOOL DISTRICT (SUPERVISORY)	School District	5099921	MDL-3966	Filing Group 1	1,784	4	\$10,035
PA	SLIPPERY ROCK AREA SD	School District	4221660	MDL-3632	Filing Group 1	1,852	4	\$10,005
ME	RSU 15/MSAD 15	School District	2310710	MDL-5992	Filing Group 1	1,801	5	\$9,987
IN	SOUTHWEST SCHOOL CORPORATION	School District	1810860	MDL-9742	Filing Group 1	1,755	5	\$9,848
IN	NORTH MONTGOMERY COM SCH CORP	School District	1807900	MDL-9950	Filing Group 1	1,831	5	\$9,810
WA	LAKE CHELAN SCHOOL DISTRICT	School District	5301200	MDL-9758	Filing Group 1	1,298	6	\$9,810
IN	BENTON COMMUNITY SCHOOL CORP	School District	1800480	MDL-9875	Filing Group 1	1,641	4	\$9,805
MI	SOUTHFIELD PUBLIC SCHOOL DISTRICT	School District	2632310	MDL-0	Filing Group 3	5,150	14	\$9,783
NY	PALMYRA-MACEDON CENTRAL SCHOOL DISTRICT	School District	3622380	MDL-5694	Filing Group 1	1,801	4	\$9,773
AZ	WHITERIVER UNIFIED DISTRICT (4394)	School District	0409160	MDL-10605	Filing Group 2	2,157	5	\$9,766
CO	ASPEN SCHOOL DISTRICT NO. 1 IN THE COUNTY OF PITKIN AND STA	School District	0802280	MDL-3606	Filing Group 1	1,594	5	\$9,744
IN	OAK HILL UNITED SCHOOL CORP	School District	1808340	MDL-9970	Filing Group 1	1,662	5	\$9,740
CA	KING CITY UNION	School District	0619680	JCCP-4560	Filing Group 1	2,555	5	\$9,728

School District Altria Final Allocation

MI	WILLIAMSTON COMMUNITY SCHOOLS	School District	2636420	MDL-5483	Filing Group 1	1,787	4	\$9,726
ID	KIMBERLY DISTRICT	School District	1601710	MDL-5653	Filing Group 1	1,870	4	\$9,717
MS	QUITMAN SCHOOL DIST	School District	2803780	MDL-10462	Filing Group 2	1,620	6	\$9,703
MI	JACKSON ISD	Regional Education Service Agency	2680580	MDL-5831	Filing Group 1	22,067	57	\$9,667
IN	DEKALB CO EASTERN COM SCH DIST	School District	1803060	MDL-9883	Filing Group 1	1,296	5	\$9,659
NM	SOCORRO CONSOLIDATED SCHOOLS	School District	3502460	MDL-9963	Filing Group 1	1,535	6	\$9,614
IA	DECORAH COMMUNITY SCHOOL DISTRICT	School District	1908730	MDL-3611	Filing Group 1	1,665	5	\$9,589
ID	PAYETTE JOINT DISTRICT	School District	1602580	MDL-6431	Filing Group 1	1,280	6	\$9,562
ID	FILER DISTRICT	School District	1601050	MDL-6391	Filing Group 1	1,596	5	\$9,555
WI	EDGERTON SCHOOL DISTRICT	School District	5504110	MDL-5796	Filing Group 1	1,872	4	\$9,541
WA	CASCADE SCHOOL DISTRICT	School District	5300950	MDL-9699	Filing Group 1	1,257	7	\$9,519
WA	ARLINGTON SCHOOL DISTRICT	School District	5300240	MDL-10336	Filing Group 3	5,451	11	\$9,466
VT	ORLEANS CENTRAL SUPERVISORY UNION	School District	5099934	MDL-3972	Filing Group 1	1,069	7	\$9,458
ID	AMERICAN FALLS JOINT DISTRICT	School District	1600060	MDL-8531	Filing Group 1	1,521	5	\$9,429
NY	SOUTH JEFFERSON CENTRAL SCHOOL DISTRICT	School District	3602340	MDL-9060	Filing Group 1	1,759	4	\$9,420
AL	HALEYVILLE CITY	School District	0101720	MDL-6010	Filing Group 1	1,627	4	\$9,415
MI	CARO COMMUNITY SCHOOLS	School District	2608040	MDL-9018	Filing Group 1	1,475	5	\$9,401
PA	SAUCON VALLEY SD	School District	4211730	MDL-10838	Filing Group 2	1,970	3	\$9,366
NY	MALVERNE UNION FREE SCHOOL DISTRICT	School District	3618210	MDL-10227	Filing Group 1	1,724	4	\$9,362
OR	GERVAIS SD 1	School District	4100015	MDL-10572	Filing Group 2	1,507	5	\$9,356
NY	WESTHILL CENTRAL SCHOOL DISTRICT	School District	3607320	MDL-9028	Filing Group 1	1,714	4	\$9,356
MS	PASS CHRISTIAN PUBLIC SCHOOL DIST	School District	2803510	MDL-10872	Filing Group 2	1,954	4	\$9,334
VT	RUTLAND NORTHEAST SUPERVISORY UNION	School District	5099936	MDL-3974	Filing Group 1	1,472	5	\$9,296
NY	TONAWANDA CITY SCHOOL DISTRICT	School District	3628740	MDL-9078	Filing Group 1	1,717	4	\$9,285
IN	LAKE RIDGE NEW TECH SCHOOLS	School District	1805460	MDL-9722	Filing Group 1	1,643	3	\$9,280
MI	CALHOUN INTERMEDIATE SCHOOL DISTRICT	Regional Education Service Agency	2680200	MDL-5717	Filing Group 1	21,471	58	\$9,272
DE	DELMAR SCHOOL DISTRICT	School District	1000270	MDL-9041	Filing Group 1	1,365	3	\$9,253

School District Altria Final Allocation

MI	BELDING AREA SCHOOL DISTRICT	School District	2604530	MDL-5282	Filing Group 1	1,688	4	\$9,246
NY	SCHALMONT CENTRAL SCHOOL DISTRICT	School District	3625980	MDL-4501	Filing Group 1	1,745	3	\$9,237
IN	ROCHESTER COMMUNITY SCHOOL CORP	School District	1809630	MDL-9945	Filing Group 1	1,747	4	\$9,227
WI	ALTOONA SCHOOL DISTRICT	School District	5500270	MDL-9929	Filing Group 1	1,783	4	\$9,221
ID	BEAR LAKE COUNTY DISTRICT	School District	1600240	MDL-5628	Filing Group 1	1,317	7	\$9,214
IN	GARRETT-KEYSER-BUTLER COM SCH CORP	School District	1803840	MDL-9770	Filing Group 1	1,718	3	\$9,211
NJ	DELSEA REGIONAL HIGH SCHOOL DISTRICT	School District	3415450	MDL-10421	Filing Group 2	1,488	2	\$9,187
MI	BENZIE COUNTY CENTRAL SCHOOLS	School District	2604950	MDL-9016	Filing Group 1	1,314	6	\$9,163
IN	NORTH ADAMS COMMUNITY SCHOOLS	School District	1807680	MDL-9941	Filing Group 1	1,641	3	\$9,119
MI	CORUNNA PUBLIC SCHOOLS	School District	2610860	MDL-4496	Filing Group 1	1,644	4	\$9,111
SC	LEE 01	School District	4502670	MDL-10538	Filing Group 2	1,565	6	\$9,100
NY	ONEIDA-HERKIMER-MADISON BOCES	Regional Education Service Agency	3680560	MDL-9089	Filing Group 1	21,985	47	\$9,090
NH	SANBORN REGIONAL SCHOOL DISTRICT	School District	3306080	MDL-5488	Filing Group 1	1,424	4	\$9,079
WA	NINE MILE FALLS SCHOOL DISTRICT	School District	5305640	MDL-9759	Filing Group 1	1,340	5	\$9,076
IN	PIKE COUNTY SCHOOL CORP	School District	1808900	MDL-9855	Filing Group 1	1,667	4	\$9,074
OH	SOUTHEAST LOCAL	School District	3905058	MDL-4687	Filing Group 1	1,221	6	\$9,063
MI	ESSEXVILLE-HAMPTON PUBLIC SCHOOLS	School District	2613530	MDL-4858	Filing Group 1	1,589	4	\$9,057
IN	SALEM COMMUNITY SCHOOLS	School District	1809810	MDL-9893	Filing Group 1	1,761	3	\$9,039
DE	SUSSEX TECHNICAL SCHOOL DISTRICT	School District	1001680	MDL-9476	Filing Group 1	1,239	1	\$9,013
VT	MT. ABRAHAM UNIFIED SCHOOL DISTRICT (SUPERVISORY)	School District	5099901	MDL-10745	Filing Group 2	1,428	6	\$9,005
NY	CHENANGO VALLEY CENTRAL SCHOOL DISTRICT	School District	3607290	MDL-9825	Filing Group 1	1,649	4	\$8,960
MS	JEFFERSON CO SCHOOL DIST	School District	2802220	MDL-3585	Filing Group 1	1,064	6	\$8,957
VT	FRANKLIN WEST SUPERVISORY UNION	School District	5099922	MDL-3960	Filing Group 1	1,729	4	\$8,953
OH	MINERVA LOCAL	School District	3904989	MDL-4994	Filing Group 1	1,768	3	\$8,951
CA	JEFFERSON ELEMENTARY	School District	0618840	JCCP-4638	Filing Group 1	2,236	4	\$8,939
WI	BARRON AREA SCHOOL DISTRICT	School District	5500870	MDL-5318	Filing Group 1	1,168	7	\$8,936
MI	HILLSDALE COMMUNITY SCHOOLS	School District	2618390	MDL-9698	Filing Group 1	1,328	5	\$8,909



School District Altria Final Allocation

OH	TRIWAY LOCAL	School District	3905059	MDL-5815	Filing Group 1	1,497	4	\$8,908
NY	PHHELPS-CLIFTON SPRINGS CENTRAL SCHOOL DISTRICT	School District	3622890	MDL-8983	Filing Group 1	1,523	4	\$8,871
CA	SAN BRUNO PARK ELEMENTARY	School District	0634230	JCCP-4605	Filing Group 1	2,275	6	\$8,818
VT	SLATE VALLEY UNIFIED UNION SCHOOL DISTRICT (SUPERVISORY)	School District	5099904	MDL-3975	Filing Group 1	1,213	6	\$8,803
IN	RIVER FOREST COMMUNITY SCH CORP	School District	1804620	MDL-9956	Filing Group 1	1,584	4	\$8,778
LA	AVOYELLES PARISH	School District	2200150	MDL-25006	Filing Group 3	5,014	10	\$8,746
OR	NORTH MARION SD 15	School District	4108880	MDL-10575	Filing Group 2	1,754	4	\$8,744
NY	WINDSOR CENTRAL SCHOOL DISTRICT	School District	3602730	MDL-9997	Filing Group 1	1,606	4	\$8,728
MI	CHESANING UNION SCHOOLS	School District	2609150	MDL-5498	Filing Group 1	1,420	4	\$8,719
WI	WISCONSIN DELLS SCHOOL DISTRICT	School District	5517040	MDL-10600	Filing Group 2	1,728	5	\$8,709
VT	HARTFORD SUPERVISORY DISTRICT	School District	5099954	MDL-10742	Filing Group 2	1,441	6	\$8,676
KS	WAMEGO	School District	2000003	MDL-3688	Filing Group 1	1,577	4	\$8,655
NY	WATERLOO CENTRAL SCHOOL DISTRICT	School District	3600014	MDL-9142	Filing Group 1	1,553	4	\$8,651
DE	POLYTECH SCHOOL DISTRICT	School District	1000750	MDL-9477	Filing Group 1	1,182	1	\$8,646
WI	EAST TROY COMMUNITY SCHOOL DISTRICT	School District	5504020	MDL-5610	Filing Group 1	1,501	4	\$8,636
NY	SOUTHAMPTON UNION FREE SCHOOL DISTRICT	School District	3627540	MDL-3677	Filing Group 1	1,417	3	\$8,599
MS	GREENWOOD-LEFLORE CONS SCH DISTRICT	School District	2800198	MDL-11376	Filing Group 3	4,101	15	\$8,583
WI	LODI SCHOOL DISTRICT	School District	5508190	MDL-4867	Filing Group 1	1,491	5	\$8,568
IL	EAST ST LOUIS SD 189	School District	1713320	MDL-11362	Filing Group 3	5,004	12	\$8,515
NY	RUSH-HENRIETTA CENTRAL SCHOOL DISTRICT	School District	3625170	MDL-10342	Filing Group 3	5,335	9	\$8,507
NY	HORNELL CITY SCHOOL DISTRICT	School District	3614820	MDL-9713	Filing Group 1	1,538	4	\$8,507
SC	CALHOUN 01	School District	4501250	MDL-5474	Filing Group 1	1,590	3	\$8,496
MI	HARTFORD PUBLIC SCHOOLS	School District	2617880	MDL-5994	Filing Group 1	1,334	4	\$8,484
MI	JONESVILLE COMMUNITY SCHOOLS	School District	2619920	MDL-9021	Filing Group 1	1,310	4	\$8,476
MI	BOYNE CITY PUBLIC SCHOOLS	School District	2606500	MDL-9820	Filing Group 1	1,270	4	\$8,469
IN	RENSSELAER CENTRAL SCHOOL CORP	School District	1809420	MDL-9817	Filing Group 1	1,477	4	\$8,464
IN	MSD BLUFFTON-HARRISON	School District	1800720	MDL-9887	Filing Group 1	1,642	3	\$8,448
MI	HARRISON COMMUNITY SCHOOLS	School District	2617820	MDL-9501	Filing Group 1	1,270	5	\$8,444

School District Altria Final Allocation

UT	GRAND DISTRICT	School District	4900330	MDL-5623	Filing Group 1	1,414	4	\$8,441
CA	NEEDLES UNIFIED	School District	0626760	JCCP-4597	Filing Group 1	967	6	\$8,416
OK	SHAWNEE	School District	4027570	MDL-4996	Filing Group 1	3,392	7	\$8,399
WA	WHITE SALMON VALLEY SCHOOL DISTRICT	School District	5309810	MDL-9768	Filing Group 1	1,168	5	\$8,380
WI	LAKE MILLS AREA SCHOOL DISTRICT	School District	5507710	MDL-6061	Filing Group 1	1,586	3	\$8,371
NY	OGDENSBURG CITY SCHOOL DISTRICT	School District	3621660	MDL-9070	Filing Group 1	1,490	3	\$8,367
SC	GREENWOOD 52	School District	4502400	MDL-5978	Filing Group 1	1,492	4	\$8,311
OH	ORRVILLE CITY	School District	3904461	MDL-4683	Filing Group 1	1,553	4	\$8,268
PA	MOHAWK AREA SD	School District	4215540	MDL-5886	Filing Group 1	1,473	3	\$8,257
OH	AUBURN	Regional Education Service Agency	3905116	MDL-6052	Filing Group 1	20,713	40	\$8,232
WV	SUMMERS COUNTY SCHOOLS	School District	5401350	MDL-9860	Filing Group 1	1,393	5	\$8,211
WI	AMERY SCHOOL DISTRICT	School District	5500300	MDL-9925	Filing Group 1	1,447	4	\$8,210
NY	ITHACA CITY SCHOOL DISTRICT	School District	3615570	MDL-10684	Filing Group 3	5,018	12	\$8,208
ID	MOUNTAIN VIEW SCHOOL DISTRICT	School District	1600139	MDL-9067	Filing Group 1	1,115	5	\$8,187
IN	WABASH CITY SCHOOLS	School District	1812150	MDL-9821	Filing Group 1	1,551	3	\$8,177
VT	MILTON SUPERVISORY DISTRICT	School District	5099910	MDL-3965	Filing Group 1	1,534	3	\$8,158
VT	WINDHAM CENTRAL SUPERVISORY UNION	School District	5099946	MDL-3979	Filing Group 1	896	8	\$8,157
AL	ATTALLA CITY	School District	0100180	MDL-5909	Filing Group 1	1,470	3	\$8,110
PA	RIVERSIDE SD	School District	4223250	MDL-4177	Filing Group 1	1,520	3	\$8,097
ID	BOUNDARY COUNTY DISTRICT	School District	1600420	MDL-8970	Filing Group 1	1,322	5	\$8,060
MI	NEW HAVEN COMMUNITY SCHOOLS	School District	2625230	MDL-9148	Filing Group 1	1,300	4	\$8,059
IN	RANDOLPH CENTRAL SCHOOL CORP	School District	1801770	MDL-9951	Filing Group 1	1,373	5	\$8,056
NJ	BUENA REGIONAL SCHOOL DISTRICT	School District	3402400	MDL-10604	Filing Group 2	1,551	5	\$8,055
MI	MILLINGTON COMMUNITY SCHOOLS	School District	2623910	MDL-5640	Filing Group 1	1,083	5	\$8,044
TN	BLEDSON COUNTY	School District	4700270	MDL-10382	Filing Group 2	1,570	5	\$8,036
MS	YAZOO CO SCHOOL DIST	School District	2804800	MDL-5716	Filing Group 1	1,353	4	\$8,036
MS	MERIDIAN PUBLIC SCHOOLS	School District	2802910	MDL-10424; 11372	Filing Group 3	4,832	12	\$8,032
KS	SMOKY VALLEY	School District	2000002	MDL-3597	Filing Group 1	1,263	4	\$8,011

School District Altria Final Allocation

WA	ZILLAH SCHOOL DISTRICT	School District	5310170	MDL-9177	Filing Group 1	1,274	4	\$8,004
ID	BUHL JOINT DISTRICT	School District	1600480	MDL-9104	Filing Group 1	1,219	4	\$7,983
VT	WINDHAM NORTHEAST SUPERVISORY UNION	School District	5099947	MDL-3980	Filing Group 1	1,087	6	\$7,974
MT	FRENCHTOWN K-12 SCHOOLS	School District	3011520	MDL-9780	Filing Group 1	1,345	4	\$7,969
PA	KARNS CITY AREA SD	School District	4209600	MDL-3615	Filing Group 1	1,331	3	\$7,864
OK	TAHLEQUAH	School District	4029380	MDL-10461	Filing Group 2	3,516	6	\$7,861
NY	SOLVAY UNION FREE SCHOOL DISTRICT	School District	3627150	MDL-8541	Filing Group 1	1,407	3	\$7,844
MI	DELTON KELLOGG SCHOOLS	School District	2611910	MDL-5499	Filing Group 1	1,134	4	\$7,837
PA	BROWNSVILLE AREA SD	School District	4204080	MDL-4183; 10548	Filing Group 1	1,483	3	\$7,833
WA	GRANGER SCHOOL DISTRICT	School District	5303180	MDL-9502	Filing Group 1	1,449	3	\$7,820
UT	FREEDOM PREPARATORY ACADEMY	School District	4900062	MDL-9479	Filing Group 1	2,067	2	\$7,804
OH	SANDY VALLEY LOCAL	School District	3904994	MDL-4989	Filing Group 1	1,318	3	\$7,780
NY	GOUVERNEUR CENTRAL SCHOOL DISTRICT	School District	3612360	MDL-5714	Filing Group 1	1,460	3	\$7,775
CA	IMPERIAL COUNTY OFFICE OF EDUCATION	School District	0691010	MDL-10524	Filing Group 1	725	4	\$7,768
UT	AMERICAN LEADERSHIP ACADEMY	School District	4900033	MDL-9127	Filing Group 1	1,655	1	\$7,762
OH	EDISON LOCAL	School District	3904779	MDL-10425	Filing Group 2	1,393	4	\$7,762
WV	WEBSTER COUNTY SCHOOLS	School District	5401530	MDL-9974	Filing Group 1	1,194	4	\$7,758
NY	CHENANGO FORKS CENTRAL SCHOOL DISTRICT	School District	3607260	MDL-8962	Filing Group 1	1,386	3	\$7,751
IN	UNION CO/CLG CORNER JOINT SCH DIST	School District	1811610	MDL-9898	Filing Group 1	1,315	4	\$7,685
MI	MENOMINEE AREA PUBLIC SCHOOLS	School District	2623550	MDL-9068	Filing Group 1	1,241	4	\$7,671
NY	HOLLAND PATENT CENTRAL SCHOOL DISTRICT	School District	3614580	MDL-9745	Filing Group 1	1,264	4	\$7,640
WI	PRESCOTT SCHOOL DISTRICT	School District	5512240	MDL-5315	Filing Group 1	1,274	4	\$7,627
PA	DUNMORE SD	School District	4207980	MDL-5803	Filing Group 1	1,455	2	\$7,591
MO	AVA R-I	School District	2904050	MDL-3579	Filing Group 1	1,371	3	\$7,579
NJ	WOODSTOWN-PIESGROVE REGIONAL SCHOOL DISTRICT	School District	3418330	MDL-9982	Filing Group 2	1,384	4	\$7,557
VA	SMYTH CO PBLC SCHS	School District	5103520	MDL-25055	Filing Group 3	4,109	13	\$7,553
NY	CANASTOTA CENTRAL SCHOOL DISTRICT	School District	3606390	MDL-6376	Filing Group 1	1,286	4	\$7,479
NY	DANSVILLE CENTRAL SCHOOL DISTRICT	School District	3608790	MDL-5830	Filing Group 1	1,360	3	\$7,470

School District Altria Final Allocation

NJ	HACKENSACK SCHOOL DISTRICT	School District	3406270	MDL-10408	Filing Group 3	4,946	6	\$7,448
MI	MERIDIAN PUBLIC SCHOOLS	School District	2623580	MDL-5397	Filing Group 1	1,314	3	\$7,442
NY	GENERAL BROWN CENTRAL SCHOOL DISTRICT	School District	3611910	MDL-9006	Filing Group 1	1,367	3	\$7,437
ID	WEST BONNER COUNTY DISTRICT	School District	1600001	MDL-5652	Filing Group 1	955	5	\$7,437
IN	PRAIRIE HEIGHTS COMMUNITY SCH CORP	School District	1809300	MDL-9539	Filing Group 1	1,329	3	\$7,407
VT	ORANGE SOUTHWEST SUPERVISORY UNION	School District	5099928	MDL-3971	Filing Group 1	846	5	\$7,384
IN	NORTHEASTERN WAYNE SCHOOLS	School District	1808190	MDL-9897	Filing Group 1	1,331	3	\$7,379
NY	PENN YAN CENTRAL SCHOOL DISTRICT	School District	3622740	MDL-6132	Filing Group 1	1,314	3	\$7,377
CA	OAK PARK UNIFIED	School District	0627850	MDL-25279	Filing Group 3	4,355	7	\$7,373
IN	LINTON-STOCKTON SCHOOL CORPORATION	School District	1805910	MDL-9943	Filing Group 1	1,349	3	\$7,373
ID	ST MARIES JOINT DISTRICT	School District	1603060	MDL-9061	Filing Group 1	896	5	\$7,372
RI	NARRAGANSETT	School District	4400660	MDL-9798	Filing Group 1	1,221	3	\$7,371
OH	NORWAYNE LOCAL	School District	3905056	MDL-4936	Filing Group 1	1,345	3	\$7,345
OH	FAIRLESS LOCAL	School District	3904984	MDL-4992	Filing Group 1	1,337	3	\$7,310
CA	ROSS VALLEY ELEMENTARY	School District	0600006	JCCP-4603	Filing Group 1	1,764	5	\$7,293
ID	GOODING JOINT DISTRICT	School District	1601260	MDL-8547	Filing Group 1	1,295	3	\$7,287
RI	CUMBERLAND	School District	4400270	MDL-24977	Filing Group 3	4,602	9	\$7,235
VT	TWO RIVERS SUPERVISORY UNION	School District	5000385	MDL-3978	Filing Group 1	898	5	\$7,187
IN	ADAMS CENTRAL COMMUNITY SCHOOLS	School District	1800060	MDL-9983	Filing Group 1	1,341	3	\$7,179
MI	MANISTEE AREA PUBLIC SCHOOLS	School District	2622410	MDL-9735	Filing Group 1	1,298	3	\$7,170
OH	CHIPPEWA LOCAL	School District	3905053	MDL-4528	Filing Group 1	1,244	3	\$7,138
VT	MONTPELIER ROXBURY SUPERVISORY DISTRICT	School District	5000406	MDL-3967	Filing Group 1	1,192	4	\$7,137
NY	EDEN CENTRAL SCHOOL DISTRICT	School District	3610170	MDL-6386	Filing Group 1	1,320	3	\$7,099
AL	MIDFIELD CITY	School District	0102350	MDL-6105	Filing Group 1	1,022	4	\$7,095
NY	POTSDAM CENTRAL SCHOOL DISTRICT	School District	3623670	MDL-5926	Filing Group 1	1,286	3	\$7,087
MA	BARNSTABLE	School District	2502310	MDL-10404	Filing Group 3	4,702	9	\$7,070
MI	CENTREVILLE PUBLIC SCHOOLS	School District	2608670	MDL-6364	Filing Group 1	831	4	\$7,065
TN	ONEIDA	School District	4703300	MDL-4934	Filing Group 1	1,284	3	\$7,055

School District Altria Final Allocation

WA	CHIMACUM SCHOOL DISTRICT	School District	5301290	MDL-9504	Filing Group 1	733	5	\$7,046
MI	LAWTON COMMUNITY SCHOOL DISTRICT	School District	2621240	MDL-5718	Filing Group 1	973	4	\$7,042
MI	FARWELL AREA SCHOOLS	School District	2614100	MDL-4498	Filing Group 1	1,003	4	\$7,040
VT	MILL RIVER UNIFIED UNION SUPERVISORY DISTRICT	School District	5099933	MDL-3964	Filing Group 1	814	5	\$7,024
AL	ATHENS CITY	School District	0100120	MDL-10852	Filing Group 3	4,538	8	\$7,005
NY	ADIRONDACK CENTRAL SCHOOL DISTRICT	School District	3605040	MDL-5918	Filing Group 1	1,155	4	\$6,991
OH	NORTHWESTERN LOCAL	School District	3910033	MDL-4539	Filing Group 1	1,272	3	\$6,986
WI	BLOOMER SCHOOL DISTRICT	School District	5501350	MDL-9924	Filing Group 1	1,259	3	\$6,986
IN	NORTH CENTRAL PARKE COMM SCHL CORP	School District	1800118	MDL-9948	Filing Group 1	1,185	4	\$6,976
OH	LIBERTY LOCAL	School District	3905019	MDL-4885	Filing Group 1	1,249	3	\$6,973
MI	GALESBURG-AUGUSTA COMMUNITY SCHOOLS	School District	2615450	MDL-9819	Filing Group 1	974	4	\$6,947
MS	WEST BOLIVAR CONS SCHOOL DIST	School District	2800185	MDL-10870	Filing Group 2	993	4	\$6,944
PA	BRENTWOOD BOROUGH SD	School District	4204140	MDL-4182; 10552	Filing Group 1	1,124	4	\$6,935
AL	WINFIELD CITY	School District	0103540	MDL-6373	Filing Group 1	1,280	3	\$6,932
OR	SHERIDAN SD 48J	School District	4111220	MDL-10806	Filing Group 2	927	4	\$6,925
OH	TUSLAW LOCAL	School District	3904995	MDL-4990	Filing Group 1	1,252	3	\$6,915
ID	HOMEDALE JOINT DISTRICT	School District	1601470	MDL-6390	Filing Group 1	1,220	3	\$6,908
NY	LOWVILLE ACADEMY & CENTRAL SCHOOL DISTRICT	School District	3617820	MDL-5713	Filing Group 1	1,242	3	\$6,902
IN	CENTRAL NOBLE COM SCHOOL CORP	School District	1801710	MDL-9877	Filing Group 1	1,249	3	\$6,899
WI	SAINT FRANCIS SCHOOL DISTRICT	School District	5513260	MDL-6066	Filing Group 1	1,045	3	\$6,891
MI	EAST CHINA SCHOOL DISTRICT	School District	2612420	MDL-25047	Filing Group 3	3,820	9	\$6,879
VT	SPRINGFIELD SUPERVISORY DISTRICT	School District	5099956	MDL-3977	Filing Group 1	1,169	4	\$6,853
KY	MENIFEE COUNTY	School District	2104080	MDL-3621	Filing Group 1	929	4	\$6,852
WV	POCAHONTAS COUNTY SCHOOLS	School District	5401140	MDL-9910	Filing Group 1	961	5	\$6,829
OH	WOOD COUNTY ESC	Regional Education Service Agency	3905066	MDL-4690	Filing Group 1	16,934	36	\$6,800
VT	WINDSOR SOUTHEAST SUPERVISORY UNION	School District	5099952	MDL-10747	Filing Group 2	1,228	4	\$6,759
IN	SOUTH ADAMS SCHOOLS	School District	1810260	MDL-9986	Filing Group 1	1,235	3	\$6,747

School District Altria Final Allocation

WI	ELK MOUND AREA SCHOOL DISTRICT	School District	5504230	MDL-9911	Filing Group 1	1,197	3	\$6,739
NY	WEST GENESEE CENTRAL SCHOOL DISTRICT	School District	3630630	MDL-10345	Filing Group 3	4,355	7	\$6,721
NY	SOUTHWESTERN CENTRAL SCHOOL DISTRICT AT JAMESTOWN	School District	3627660	MDL-10453	Filing Group 2	1,324	3	\$6,699
WI	TOMAHAWK SCHOOL DISTRICT	School District	5514940	MDL-5616	Filing Group 1	1,145	3	\$6,693
WI	STANLEY-BOYD AREA SCHOOL DISTRICT	School District	5514430	MDL-9904	Filing Group 1	1,092	4	\$6,683
IN	PERRY CENTRAL COM SCHOOLS CORP	School District	1801740	MDL-10308	Filing Group 1	1,267	2	\$6,667
NY	AUBURN CITY SCHOOL DISTRICT	School District	3603480	MDL-10377	Filing Group 3	4,017	7	\$6,663
NY	CANTON CENTRAL SCHOOL DISTRICT	School District	3606470	MDL-9082	Filing Group 1	1,169	3	\$6,650
NY	SAINT LAWRENCE-LEWIS BOCES	Regional Education Service Agency	3680740	MDL-6461	Filing Group 1	14,438	39	\$6,648
WI	SPOONER AREA SCHOOL DISTRICT	School District	5514220	MDL-9905	Filing Group 1	1,021	4	\$6,617
CA	THERMALITO UNION ELEMENTARY	School District	0639180	MDL-8539	Filing Group 1	1,507	5	\$6,599
MI	PONTIAC CITY SCHOOL DISTRICT	School District	2628740	MDL-25041	Filing Group 3	3,719	10	\$6,590
CA	ALPINE UNION ELEMENTARY	School District	0602100	MDL-9001	Filing Group 1	1,532	5	\$6,584
PA	LAUREL SD	School District	4213380	MDL-4892	Filing Group 1	1,021	3	\$6,582
PA	MONITEAU SD	School District	4217100	MDL-3623	Filing Group 1	1,202	2	\$6,572
PA	NESHANNOCK TOWNSHIP SD	School District	4216440	MDL-3577	Filing Group 1	1,216	2	\$6,572
OH	GREEN LOCAL	School District	3905055	MDL-5158	Filing Group 1	1,103	3	\$6,569
UT	NORTH SUMMIT DISTRICT	School District	4900690	MDL-8992	Filing Group 1	1,034	4	\$6,544
AL	SHEFFIELD CITY	School District	0103000	MDL-6042	Filing Group 1	1,019	4	\$6,540
NY	SIDNEY CENTRAL SCHOOL DISTRICT	School District	3626850	MDL-5823	Filing Group 1	1,050	3	\$6,529
NY	CLINTON CENTRAL SCHOOL DISTRICT	School District	3607770	MDL-10401	Filing Group 2	1,270	3	\$6,527
MI	JACKSON ISD	School District	2680580	MDL-5831	Filing Group 1	776	5	\$6,516
CA	AROMAS - SAN JUAN UNIFIED	School District	0691136	JCCP-4583	Filing Group 1	1,017	3	\$6,492
AL	DALEVILLE CITY	School District	0101080	MDL-5907	Filing Group 1	1,138	3	\$6,407
NY	MOUNT MARKHAM CENTRAL SCHOOL DISTRICT	School District	3630930	MDL-5924	Filing Group 1	1,069	3	\$6,407
PA	WILMINGTON AREA SD	School District	4226520	MDL-3646	Filing Group 1	1,030	3	\$6,354
MS	ITAWAMBA COUNTY SCHOOL DIST	School District	2802100	MDL-10422	Filing Group 3	3,318	8	\$6,353

School District Altria Final Allocation

NY	FAYETTEVILLE-MANLIUS CENTRAL SCHOOL DISTRICT	School District	3618330	MDL-10379	Filing Group 3	4,048	6	\$6,332
NY	WILLIAMSON CENTRAL SCHOOL DISTRICT	School District	3631440	MDL-5825	Filing Group 1	1,057	3	\$6,317
CO	TELLURIDE SCHOOL DISTRICT NO. R-1	School District	0806870	MDL-3636	Filing Group 1	867	4	\$6,310
NV	LANDER COUNTY SCHOOL DISTRICT	School District	3200240	MDL-9980	Filing Group 2	1,025	4	\$6,307
ID	WENDELL DISTRICT	School District	1603360	MDL-5627	Filing Group 1	1,097	3	\$6,306
MI	PINE RIVER AREA SCHOOLS	School District	2628200	MDL-6382	Filing Group 1	1,020	3	\$6,300
ID	SALMON DISTRICT	School District	1602850	MDL-5935	Filing Group 1	686	4	\$6,296
WA	TOLEDO SCHOOL DISTRICT	School District	5308910	MDL-3684	Filing Group 1	789	4	\$6,296
MS	ALCORN SCHOOL DIST	School District	2800390	MDL-10757	Filing Group 3	3,077	10	\$6,284
KS	CONCORDIA	School District	2005100	MDL-3580	Filing Group 1	1,094	3	\$6,238
IN	SHERIDAN COMMUNITY SCHOOLS	School District	1806480	MDL-9936	Filing Group 1	1,037	3	\$6,227
WV	CALHOUN COUNTY SCHOOLS	School District	5400210	MDL-9863	Filing Group 1	888	4	\$6,215
IN	SMITH-GREEN COMMUNITY SCHOOLS	School District	1810230	MDL-9538	Filing Group 1	1,182	2	\$6,206
WA	KALAMA SCHOOL DISTRICT	School District	5303810	MDL-9818	Filing Group 1	1,035	3	\$6,201
NY	EAST GREENBUSH CENTRAL SCHOOL DISTRICT	School District	3609630	MDL-10378	Filing Group 3	4,010	7	\$6,182
MI	BLOOMINGDALE PUBLIC SCHOOL DISTRICT	School District	2606270	MDL-5795	Filing Group 1	1,121	3	\$6,159
WI	BELLEVILLE SCHOOL DISTRICT	School District	5500990	MDL-4939	Filing Group 1	932	3	\$6,131
MI	CAPAC COMMUNITY SCHOOLS	School District	2607800	MDL-5308	Filing Group 1	784	3	\$6,125
NY	HORSEHEADS CENTRAL SCHOOL DISTRICT	School District	3614850	MDL-10357	Filing Group 3	3,866	7	\$6,125
WI	NEW GLARUS SCHOOL DISTRICT	School District	5510500	MDL-5001	Filing Group 1	1,023	3	\$6,119
WV	TUCKER COUNTY SCHOOLS	School District	5401410	MDL-3685	Filing Group 1	929	3	\$6,114
MI	HOMER COMMUNITY SCHOOL DISTRICT	School District	2618540	MDL-9020	Filing Group 1	1,012	3	\$6,113
OH	RITTMAN EXEMPTED VILLAGE	School District	3910028	MDL-4684	Filing Group 1	928	4	\$6,109
NY	OSWEGO CITY SCHOOL DISTRICT	School District	3622050	MDL-10368	Filing Group 3	3,537	7	\$6,106
VT	ADDISON NORTHWEST SUPERVISORY UNION	School District	5099902	MDL-3953	Filing Group 1	914	3	\$6,105
MI	OSCODA AREA SCHOOLS	School District	2626970	MDL-4613	Filing Group 1	1,149	2	\$6,101
OH	WAYNE COUNTY JVSD	Regional Education Service Agency	3905171	MDL-4933	Filing Group 1	14,526	38	\$6,095

School District Altria Final Allocation

OH	STARK COUNTY AREA	Regional Education Service Agency	3906202	MDL-8980	Filing Group 1	16,268	27	\$6,088
ID	PARMA DISTRICT	School District	1602550	MDL-6432	Filing Group 1	1,009	3	\$6,074
OH	ROOTSTOWN LOCAL	School District	3904921	MDL-5414	Filing Group 1	990	3	\$6,053
MI	EAST JACKSON COMMUNITY SCHOOLS	School District	2612540	MDL-4991	Filing Group 1	787	3	\$6,037
MS	AMITE COUNTY SCHOOL DISTRICT	School District	2800420	MDL-9890	Filing Group 1	816	3	\$6,037
OK	NOBLE	School District	4021630	MDL-10447	Filing Group 2	2,777	5	\$6,031
MI	UNION CITY COMMUNITY SCHOOLS	School District	2634410	MDL-5502	Filing Group 1	984	3	\$6,025
MI	PERRY PUBLIC SCHOOLS	School District	2627900	MDL-5599	Filing Group 1	957	3	\$6,020
MI	MCBAIN RURAL AGRICULTURAL SCHOOLS	School District	2623310	MDL-6261	Filing Group 1	1,007	3	\$6,005
IN	MONROE CENTRAL SCHOOL CORP	School District	1807080	MDL-9869	Filing Group 1	1,096	2	\$5,987
NY	MADISON-ONEIDA BOCES	Regional Education Service Agency	3680480	MDL-6145	Filing Group 1	14,270	35	\$5,976
OK	WOODWARD	School District	4033180	MDL-10606	Filing Group 2	2,497	7	\$5,967
NY	SODUS CENTRAL SCHOOL DISTRICT	School District	3627120	MDL-5832	Filing Group 1	1,016	3	\$5,960
MI	ALLEGAN AREA EDUCATIONAL SERVICE AGENCY	Regional Education Service Agency	2680100	MDL-25020	Filing Group 3	13,664	38	\$5,947
OR	SISTERS SD 6	School District	4111490	MDL-10580	Filing Group 2	1,070	3	\$5,947
OH	BLACK RIVER LOCAL	School District	3904846	MDL-6076	Filing Group 1	972	3	\$5,928
PA	SHENANGO AREA SD	School District	4221510	MDL-9938	Filing Group 1	1,065	2	\$5,927
CA	SAN MATEO COUNTY OFFICE OF EDUCATION	School District	0691033	MDL-3673	Filing Group 1	143	5	\$5,919
OH	DALTON LOCAL	School District	3905054	MDL-8574	Filing Group 1	941	3	\$5,900
NY	BRASHER FALLS CENTRAL SCHOOL DISTRICT	School District	3627960	MDL-6055	Filing Group 1	989	3	\$5,889
NY	NORWOOD-NORFOLK CENTRAL SCHOOL DISTRICT	School District	3621360	MDL-9749	Filing Group 1	950	3	\$5,889
NY	SAUQUOIT VALLEY CENTRAL SCHOOL DISTRICT	School District	3600002	MDL-8540	Filing Group 1	953	3	\$5,876
TN	HICKMAN COUNTY	School District	4701860	MDL-10426	Filing Group 3	3,233	9	\$5,858
MS	NATCHEZ-ADAMS SCHOOL DISTRICT	School District	2803030	MDL-11374	Filing Group 3	2,772	10	\$5,845
IL	CAHOKIA CUSD 187	School District	1708040	MDL-11363	Filing Group 3	3,187	11	\$5,845
NY	LYONS CENTRAL SCHOOL DISTRICT	School District	3618030	MDL-5814	Filing Group 1	896	3	\$5,838
WA	CLE ELUM-ROSLYN SCHOOL DISTRICT	School District	5301350	MDL-10403	Filing Group 2	848	4	\$5,827



School District Altria Final Allocation

OH	NEWCOMERSTOWN EXEMPTED VILLAGE	School District	3904554	MDL-6053	Filing Group 1	885	4	\$5,763
MS	ABERDEEN SCHOOL DIST	School District	2800360	MDL-10568	Filing Group 2	1,066	3	\$5,745
MI	MANTON CONSOLIDATED SCHOOLS	School District	2622500	MDL-9058	Filing Group 1	943	3	\$5,724
CA	TWIN HILLS UNION ELEMENTARY	School District	0640230	MDL-10465	Filing Group 2	1,101	4	\$5,706
IN	SOUTHEAST FOUNTAIN SCHOOL CORP	School District	1810620	MDL-9879	Filing Group 1	1,024	2	\$5,697
NY	WESTMORELAND CENTRAL SCHOOL DISTRICT	School District	3631050	MDL-9032	Filing Group 1	868	3	\$5,689
NY	FRANKFORT-SCHUYLER CENTRAL SCHOOL DISTRICT	School District	3611400	MDL-5911	Filing Group 1	892	3	\$5,679
PA	WALLINGFORD-SWARTHMORE SD	School District	4224790	MDL-25024	Filing Group 3	3,756	5	\$5,673
LA	RICHLAND PARISH	School District	2201350	MDL-24990	Filing Group 3	2,696	11	\$5,673
NY	LAFAYETTE CENTRAL SCHOOL DISTRICT	School District	3616410	MDL-5923	Filing Group 1	812	3	\$5,662
IN	NORTHEAST SCHOOL CORP	School District	1808160	MDL-9823	Filing Group 1	783	3	\$5,651
NY	DOLGEVILLE CENTRAL SCHOOL DISTRICT	School District	3600001	MDL-9079	Filing Group 1	808	3	\$5,641
MS	COVINGTON COUNTY SCHOOL DISTRICT	School District	2801290	MDL-11375	Filing Group 3	2,579	10	\$5,625
SC	GREENWOOD 51	School District	4502370	MDL-4632	Filing Group 1	934	3	\$5,623
LA	GRANT PARISH	School District	2200690		Filing Group 3	2,914	8	\$5,617
OK	ELGIN	School District	4010710	MDL-4997	Filing Group 1	2,306	3	\$5,602
NY	EAST BLOOMFIELD CENTRAL SCHOOL DISTRICT	School District	3604920	MDL-6056	Filing Group 1	851	3	\$5,599
OK	NEWCASTLE	School District	4021510	MDL-5162	Filing Group 1	2,292	4	\$5,591
MI	MANCHESTER COMMUNITY SCHOOLS	School District	2622380	MDL-9053	Filing Group 1	811	3	\$5,584
MI	BEAVERTON SCHOOLS	School District	2604440	MDL-9105	Filing Group 1	950	2	\$5,572
MI	EVART PUBLIC SCHOOLS	School District	2613560	MDL-9002	Filing Group 1	871	3	\$5,569
IN	PIONEER REGIONAL SCHOOL CORP	School District	1808940	MDL-9940	Filing Group 1	960	2	\$5,568
UT	HAWTHORN ACADEMY	School District	4900137	MDL-9710	Filing Group 1	1,314	2	\$5,564
MI	GRATIOT-ISABELLA RESD	Regional Education Service Agency	2680460	MDL-5479	Filing Group 1	11,727	40	\$5,561
OH	OSNABURG LOCAL	School District	3904991	MDL-5303	Filing Group 1	878	3	\$5,558
CA	KEYES UNION	School District	0619620	JCCP-4592	Filing Group 1	1,103	3	\$5,554
WA	WASHOUGAL SCHOOL DISTRICT	School District	5309540	MDL-10681	Filing Group 3	3,001	9	\$5,551
WI	AUGUSTA SCHOOL DISTRICT	School District	5500630	MDL-9920	Filing Group 1	579	4	\$5,545

School District Altria Final Allocation

School District Altria Final Allocation

OK	CHICKASHA	School District	4007560	MDL-4780	Filing Group 1	2,050	5	\$5,534
NY	CATTARAUGUS-LITTLE VALLEY CENTRAL SCHOOL DISTRICT	School District	3600024	MDL-9035	Filing Group 1	878	3	\$5,534
NY	THOUSAND ISLANDS CENTRAL SCHOOL DISTRICT	School District	3607650	MDL-8941	Filing Group 1	777	4	\$5,522
PA	KISKI AREA SD	School District	4212840	MDL-10589	Filing Group 3	3,461	6	\$5,522
NY	DELAWARE-CHENANGO-MADISON-OTSEGO BOCES	Regional Education Service Agency	3680260	MDL-8940	Filing Group 1	11,463	39	\$5,508
IN	WESTERN WAYNE SCHOOLS	School District	1813050	MDL-9901	Filing Group 1	843	3	\$5,489
WA	KITTITAS SCHOOL DISTRICT	School District	5304050	MDL-9031	Filing Group 1	646	4	\$5,478
WI	PARKVIEW SCHOOL DISTRICT	School District	5511130	MDL-5000	Filing Group 1	810	3	\$5,468
PA	BURGETTSTOWN AREA SD	School District	4204500	MDL-4184	Filing Group 1	1,021	2	\$5,430
MI	ROSCOMMON AREA PUBLIC SCHOOLS	School District	2615830	MDL-9015	Filing Group 1	789	3	\$5,418
MI	MARCELLUS COMMUNITY SCHOOLS	School District	2622740	MDL-5603	Filing Group 1	651	3	\$5,418
OR	YAMHILL CARLTON SD 1	School District	4100016	MDL-10583	Filing Group 2	1,039	3	\$5,387
WA	DIERINGER SCHOOL DISTRICT	School District	5302130	MDL-9907	Filing Group 1	1,381	3	\$5,376
OR	DAYTON SD 8	School District	4103990	MDL-10535	Filing Group 2	938	3	\$5,370
ID	MARSING JOINT DISTRICT	School District	1601980	MDL-8964	Filing Group 1	851	3	\$5,356
NY	ONONDAGA CENTRAL SCHOOL DISTRICT	School District	3621810	MDL-6013	Filing Group 1	842	3	\$5,354
MN	LONG PRAIRIE-GREY EAGLE SCHOOL DIST	School District	2700109	MDL-9062	Filing Group 1	930	2	\$5,347
MI	NEW LOTHROP AREA PUBLIC SCHOOLS	School District	2625290	MDL-4940	Filing Group 1	896	2	\$5,325
PA	WEST MIDDLESEX AREA SD	School District	4225650	MDL-3645	Filing Group 1	784	3	\$5,291
ID	MELBA JOINT DISTRICT	School District	1602070	MDL-9050	Filing Group 1	872	2	\$5,289
WI	CRANDON SCHOOL DISTRICT	School District	5502910	MDL-9781	Filing Group 1	850	3	\$5,281
NY	BEAVER RIVER CENTRAL SCHOOL DISTRICT	School District	3604200	MDL-5890	Filing Group 1	808	3	\$5,248
KS	LYONS	School District	2009030	MDL-3691	Filing Group 1	738	4	\$5,243
WI	DEERFIELD COMMUNITY SCHOOL DISTRICT	School District	5503270	MDL-6064	Filing Group 1	726	3	\$5,217
NJ	BURLINGTON TOWNSHIP SCHOOL DISTRICT	School District	3402460	MDL-10517	Filing Group 3	3,484	4	\$5,209
NY	CATO-MERIDIAN CENTRAL SCHOOL DISTRICT	School District	3606690	MDL-5893	Filing Group 1	891	2	\$5,205
MI	CALHOUN INTERMEDIATE SCHOOL DISTRICT	School District	2680200	MDL-5717	Filing Group 1	791	3	\$5,203

School District Altria Final Allocation

ID	WEST JEFFERSON DISTRICT	School District	1603400	MDL-9011	Filing Group 1	611	4	\$5,181
ID	WEST SIDE JOINT DISTRICT	School District	1603420	MDL-5937	Filing Group 1	779	3	\$5,180
IN	WHITE RIVER VALLEY SCHOOL DISTRICT	School District	1800008	MDL-9937	Filing Group 1	790	3	\$5,171
NJ	BARNEGAT TOWNSHIP SCHOOL DISTRICT	School District	3416470	MDL-10427	Filing Group 3	3,387	6	\$5,167
NY	BAINBRIDGE-GUILFORD CENTRAL SCHOOL DISTRICT	School District	3603810	MDL-5712	Filing Group 1	783	3	\$5,167
NY	RANDOLPH CENTRAL SCHOOL DISTRICT	School District	3624090	MDL-9808	Filing Group 1	877	2	\$5,151
WI	DURAND-ARKANSAW SCHOOL DISTRICT	School District	5503840	MDL-4781	Filing Group 1	965	2	\$5,135
OK	TUTTLE	School District	4030420	MDL-5738	Filing Group 1	1,843	5	\$5,123
MS	HOLMES COUNTY CONSOLIDATED SD	School District	2800195	MDL-24981	Filing Group 3	2,641	9	\$5,120
CA	NORTH VALLEY MILITARY INST COLLEGE ACAD DISTRICT	School District	0601564	JCCP-4568	Filing Group 1	732	1	\$5,074
NY	TOMPKINS-SENECA-TIOGA BOCES	Regional Education Service Agency	3680900	MDL-10375	Filing Group 3	11,689	33	\$5,053
WA	REPUBLIC SCHOOL DISTRICT	School District	5307260	MDL-9763	Filing Group 1	408	4	\$5,036
WA	CONCRETE SCHOOL DISTRICT	School District	5301660	MDL-3656	Filing Group 1	506	4	\$5,005
WI	DARLINGTON COMMUNITY SCHOOL DISTRICT	School District	5503150	MDL-9913	Filing Group 1	853	2	\$5,000
NY	NEWFIELD CENTRAL SCHOOL DISTRICT	School District	3620790	MDL-9009	Filing Group 1	723	3	\$4,999
VT	WINOOSKI SUPERVISORY DISTRICT	School District	5099917	MDL-3982	Filing Group 1	791	3	\$4,954
OH	SIDNEY CITY	School District	3910003	MDL-10523	Filing Group 3	3,246	6	\$4,947
IN	COWAN COMMUNITY SCHOOL CORP	School District	1807020	MDL-9864	Filing Group 1	805	2	\$4,942
VT	WINDHAM SOUTHWEST SUPERVISORY UNION	School District	5099949	MDL-10749	Filing Group 2	562	5	\$4,902
MI	HAMILTON COMMUNITY SCHOOLS	School District	2617400	MDL-24980	Filing Group 3	2,759	7	\$4,897
OR	WILLAMINA SD 30J	School District	4113350	MDL-10582	Filing Group 2	840	3	\$4,873
NY	CANANDAIGUA CITY SCHOOL DISTRICT	School District	3606330	MDL-10364	Filing Group 3	3,300	3	\$4,868
WI	WILLIAMS BAY SCHOOL DISTRICT	School District	5516740	MDL-4868	Filing Group 1	693	3	\$4,864
MI	JOHANNESBURG-LEWISTON AREA SCHOOLS	School District	2619890	MDL-5719	Filing Group 1	700	3	\$4,838
MA	FALMOUTH	School District	2504860	MDL-10416	Filing Group 3	3,025	7	\$4,835
WI	CUBA CITY SCHOOL DISTRICT	School District	5503030	MDL-5571	Filing Group 1	655	3	\$4,808
OK	HILLDALE	School District	4014520	MDL-9814	Filing Group 1	1,936	3	\$4,760

School District Altria Final Allocation

TN	JOHNSON COUNTY	School District	4702160	MDL-10677	Filing Group 3	2,284	8	\$4,746
OR	JEFFERSON SD 14J	School District	4106710	MDL-10570	Filing Group 2	782	3	\$4,722
MS	SOUTH TIPPAH SCHOOL DIST	School District	2804110	MDL-10312	Filing Group 3	2,494	6	\$4,721
MS	OKOLONA SEPARATE SCHOOL DIST	School District	2803390	MDL-10544	Filing Group 2	546	4	\$4,718
MI	CHARLOTTE PUBLIC SCHOOLS	School District	2608770	MDL-24976	Filing Group 3	2,400	8	\$4,716
AZ	RIVERSIDE ELEMENTARY DISTRICT (4257)	School District	0407020	MDL-3671	Filing Group 1	781	4	\$4,677
ID	RIRIE JOINT DISTRICT	School District	1602790	MDL-9059	Filing Group 1	713	2	\$4,672
UT	TINTIC DISTRICT	School District	4901020	MDL-8990	Filing Group 1	220	5	\$4,667
UT	RICH DISTRICT	School District	4900840	MDL-8995	Filing Group 1	491	5	\$4,661
IN	LANESVILLE COMMUNITY SCHOOL CORP	School District	1803720	MDL-9726	Filing Group 1	722	2	\$4,579
MI	KALEVA NORMAN DICKSON SCHOOL DISTRICT	School District	2620010	MDL-9013	Filing Group 1	540	3	\$4,574
MI	WHITTEMORE-PRESCOTT AREA SCHOOLS	School District	2636390	MDL-9125	Filing Group 1	711	2	\$4,570
AZ	MAMMOTH-SAN MANUEL UNIFIED DISTRICT (4439)	School District	0404570	MDL-9971	Filing Group 1	522	3	\$4,565
NY	KENDALL CENTRAL SCHOOL DISTRICT	School District	3616200	MDL-5799	Filing Group 1	706	2	\$4,564
CA	MCCABE UNION ELEMENTARY	School District	0624180	JCCP-4594	Filing Group 1	1,312	1	\$4,525
NJ	LUMBERTON TOWNSHIP BOARD OF EDUCATION	School District	3409180	MDL-9498	Filing Group 1	1,041	3	\$4,522
MI	READING COMMUNITY SCHOOLS	School District	2629400	MDL-9074	Filing Group 1	689	2	\$4,519
MI	MEMPHIS COMMUNITY SCHOOLS	School District	2623490	MDL-9003	Filing Group 1	771	2	\$4,518
PA	INDIANA AREA SD	School District	4212150	MDL-10592	Filing Group 3	2,736	6	\$4,499
NY	ALEXANDER CENTRAL SCHOOL DISTRICT	School District	3602580	MDL-9066	Filing Group 1	736	2	\$4,492
NJ	RANOCAS VALLEY REGIONAL HIGH SCHOOL DISTRICT	School District	3413620	MDL-10899	Filing Group 3	2,051	1	\$4,489
OH	HICKSVILLE EXEMPTED VILLAGE	School District	3904541	MDL-10436	Filing Group 2	860	2	\$4,483
MI	SHIAWASSEE REGIONAL ESD	Regional Education Service Agency	2680975	MDL-8978	Filing Group 1	10,097	27	\$4,467
UT	WAYNE DISTRICT	School District	4901170	MDL-6477	Filing Group 1	459	4	\$4,465
NY	OAKFIELD-ALABAMA CENTRAL SCHOOL DISTRICT	School District	3621510	MDL-9734	Filing Group 1	780	2	\$4,460
MI	WHITMORE LAKE PUBLIC SCHOOL DISTRICT	School District	2636330	MDL-6445	Filing Group 1	688	2	\$4,459
PA	GREATER JOHNSTOWN SD	School District	4210950	MDL-10506	Filing Group 3	2,881	4	\$4,458

School District Altria Final Allocation

NM	LOGAN MUNICIPAL SCHOOLS	School District	3501590	MDL-6084	Filing Group 1	304	4	\$4,457
MI	CLIMAX-SCOTTS COMMUNITY SCHOOLS	School District	2610020	MDL-6270	Filing Group 1	499	3	\$4,432
IN	CULVER COMMUNITY SCHOOLS CORP	School District	1802520	MDL-9958	Filing Group 1	758	2	\$4,406
OH	BROWN LOCAL	School District	3904617	MDL-6077	Filing Group 1	606	3	\$4,406
LA	POINTE COUPEE PARISH	School District	2201260	MDL-24989	Filing Group 3	2,722	5	\$4,396
OK	BRIDGE CREEK	School District	4005400	MDL-9975	Filing Group 1	1,671	4	\$4,395
IN	SOUTH HENRY SCHOOL CORP	School District	1810380	MDL-9880	Filing Group 1	724	2	\$4,387
MS	CHICKASAW COUNTY SCHOOL DISTRICT	School District	2800200	MDL-10513	Filing Group 3	2,211	7	\$4,364
NY	MASSENA CENTRAL SCHOOL DISTRICT	School District	3618660	MDL-10362	Filing Group 3	2,472	5	\$4,363
WA	TOUTLE LAKE SCHOOL DISTRICT	School District	5309030	MDL-9737	Filing Group 1	671	2	\$4,362
CA	CHAMPS - CHARTER HS OF ARTS-MULTIMEDIA & PERFORMING DISTRICT	School District	0601580	MDL-10409	Filing Group 2	589	1	\$4,339
IN	MSD SHAKAMAK SCHOOLS	School District	1810110	MDL-9942	Filing Group 1	650	2	\$4,325
NY	MARATHON CENTRAL SCHOOL DISTRICT	School District	3618450	MDL-5816	Filing Group 1	662	2	\$4,323
OK	MADILL	School District	4018700	MDL-4534	Filing Group 1	1,709	3	\$4,313
NY	JAMESVILLE-DEWITT CENTRAL SCHOOL DISTRICT	School District	3609090	MDL-10683	Filing Group 3	2,599	5	\$4,305
MI	COLEMAN COMMUNITY SCHOOLS	School District	2610200	MDL-9106	Filing Group 1	641	2	\$4,259
MI	TUSCOLA ISD	School District	2680980	MDL-5569	Filing Group 1	360	3	\$4,246
WA	OAKVILLE SCHOOL DISTRICT	School District	5306000	MDL-9158	Filing Group 1	287	4	\$4,206
IN	BLUE RIVER VALLEY SCHOOLS	School District	1800660	MDL-9886	Filing Group 1	618	2	\$4,201
MI	HARBOR BEACH COMMUNITY SCHOOLS	School District	2600007	MDL-6463	Filing Group 1	485	3	\$4,178
MI	LINDEN COMMUNITY SCHOOLS	School District	2621690	MDL-24984	Filing Group 3	2,520	5	\$4,169
MA	DEDHAM	School District	2504050	MDL-10390	Filing Group 3	2,548	7	\$4,168
WA	REARDAN-EDWALL SCHOOL DISTRICT	School District	5307210	MDL-9777	Filing Group 1	700	2	\$4,166
WA	OCOSTA SCHOOL DISTRICT	School District	5306090	MDL-9761	Filing Group 1	619	2	\$4,140
OR	MT ANGEL SD 91	School District	4108550	MDL-10574	Filing Group 2	648	3	\$4,120
WI	SOUTHWESTERN WISCONSIN SCHOOL DISTRICT	School District	5506300	MDL-5284	Filing Group 1	521	3	\$4,115
OK	SEMINOLE	School District	4027300	MDL-4686	Filing Group 1	1,399	4	\$4,111

School District Altria Final Allocation

ID	GRACE JOINT DISTRICT	School District	1601290	MDL-6473	Filing Group 1	512	3	\$4,100
IN	CASTON SCHOOL CORPORATION	School District	1801410	MDL-9867	Filing Group 1	681	2	\$4,084
NJ	GLEN ROCK PUBLIC SCHOOL DISTRICT	School District	3405970	MDL-10613	Filing Group 3	2,530	6	\$4,076
NY	ORISKANY CENTRAL SCHOOL DISTRICT	School District	3621960	MDL-9499	Filing Group 1	586	2	\$4,054
WI	BLAIR-TAYLOR SCHOOL DISTRICT	School District	5500016	MDL-9995	Filing Group 1	597	2	\$4,044
ID	WILDER DISTRICT	School District	1603480	MDL-8987	Filing Group 1	490	3	\$4,010
UT	LINCOLN ACADEMY	School District	4900022	MDL-8991	Filing Group 1	881	1	\$4,008
WV	GILMER COUNTY SCHOOLS	School District	5400330	MDL-10752	Filing Group 2	776	2	\$3,997
WI	ALMA CENTER SCHOOL DISTRICT	School District	5500210	MDL-9954	Filing Group 1	601	2	\$3,990
NY	NEW YORK MILLS UNION FREE SCHOOL DISTRICT	School District	3620610	MDL-5715	Filing Group 1	572	2	\$3,983
NY	MADRID-WADDINGTON CENTRAL SCHOOL DISTRICT	School District	3618090	MDL-6480	Filing Group 1	666	2	\$3,961
VT	GRAND ISLE SUPERVISORY UNION	School District	5099924	MDL-10741	Filing Group 2	590	4	\$3,961
WV	BARBOUR COUNTY BOARD OF EDUCATION	School District	5400030	MDL-10755	Filing Group 3	2,146	7	\$3,943
MI	RIVER VALLEY SCHOOL DISTRICT	School District	2629790	MDL-9047	Filing Group 1	553	3	\$3,938
KS	JAYHAWK	School District	2007750	MDL-3689	Filing Group 1	569	2	\$3,900
MI	BURR OAK COMMUNITY SCHOOL DISTRICT	School District	2607410	MDL-6011	Filing Group 1	278	3	\$3,897
NY	EDWARDS-KNOX CENTRAL SCHOOL DISTRICT	School District	3600003	MDL-6054	Filing Group 1	480	2	\$3,892
NY	RENAISSANCE CHARTER SCHOOL	School District	3600059	MDL-6142	Filing Group 1	655	1	\$3,890
WA	ADNA SCHOOL DISTRICT	School District	5300060	MDL-9141	Filing Group 1	587	2	\$3,888
MT	ST IGNATIUS K-12 SCHOOLS	School District	3006110	MDL-4540	Filing Group 1	472	3	\$3,875
MI	MUNISING PUBLIC SCHOOLS	School District	2624810	MDL-6434	Filing Group 1	611	2	\$3,826
PA	AVELLA AREA SD	School District	4202760	MDL-4645; 10546	Filing Group 1	518	2	\$3,818
WA	COLFAX SCHOOL DISTRICT	School District	5301440	MDL-9130	Filing Group 1	512	2	\$3,814
WA	ASOTIN-ANATONE SCHOOL DISTRICT	School District	5300280	MDL-9518	Filing Group 1	619	2	\$3,800
PA	AMBRIDGE AREA SD	School District	4202440	MDL-10597	Filing Group 3	2,308	5	\$3,795
WA	QUILCENE SCHOOL DISTRICT	School District	5306990	MDL-9022	Filing Group 1	634	2	\$3,790
LA	WEST CARROLL PARISH	School District	2201950	MDL-25000	Filing Group 3	1,914	5	\$3,774
WI	LUCK SCHOOL DISTRICT	School District	5508280	MDL-9909	Filing Group 1	427	3	\$3,756

School District Altria Final Allocation

MI	LAWRENCE PUBLIC SCHOOLS	School District	2621210	MDL-6102	Filing Group 1	470	2	\$3,743
IL	HALL HSD 502	School District	1718030	MDL-4909	Filing Group 1	419	1	\$3,724
TN	STEWART COUNTY	School District	4703960	MDL-10665	Filing Group 3	1,965	6	\$3,713
MT	FAIRFIELD H S	School District	3010140, 30	MDL-4531	Filing Group 1	317	3	\$3,712
UT	MONTICELLO ACADEMY	School District	4900049	MDL-9090	Filing Group 1	856	2	\$3,703
PA	BLACKHAWK SD	School District	4203688	MDL-10590	Filing Group 3	2,292	4	\$3,700
MI	MORRICE AREA SCHOOLS	School District	2624630	MDL-6457	Filing Group 1	492	2	\$3,697
OK	PAULS VALLEY	School District	4023550	MDL-10445	Filing Group 2	1,199	5	\$3,695
MI	MAYVILLE COMMUNITY SCHOOL DISTRICT	School District	2623280	MDL-5611	Filing Group 1	569	2	\$3,669
ID	GLENN'S FERRY JOINT DISTRICT	School District	1601230	MDL-8915	Filing Group 1	397	3	\$3,668
OK	DICKSON	School District	4009910	MDL-9029	Filing Group 1	1,286	4	\$3,666
MS	SOUTH PIKE SCHOOL DIST	School District	2804080	MDL-11373	Filing Group 3	1,560	7	\$3,663
MI	UBLY COMMUNITY SCHOOLS	School District	2634380	MDL-6435	Filing Group 1	590	2	\$3,662
NY	ALEXANDRIA CENTRAL SCHOOL DISTRICT	School District	3602670	MDL-5925	Filing Group 1	474	2	\$3,650
NY	HAMILTON CENTRAL SCHOOL DISTRICT	School District	3613380	MDL-8914	Filing Group 1	570	2	\$3,645
NY	MORRISVILLE-EATON CENTRAL SCHOOL DISTRICT	School District	3619920	MDL-5916	Filing Group 1	571	2	\$3,630
MI	AU GRES-SIMS SCHOOL DISTRICT	School District	2603600	MDL-9019	Filing Group 1	399	3	\$3,595
OH	STRASBURG-FRANKLIN LOCAL	School District	3905029	MDL-5288	Filing Group 1	552	2	\$3,555
OK	NORTH ROCK CREEK	School District	4000802	MDL-5794	Filing Group 1	1,114	4	\$3,527
CA	WARNER UNIFIED	School District	0600042	JCCP-4609	Filing Group 1	208	3	\$3,519
WI	CORNELL SCHOOL DISTRICT	School District	5502880	MDL-9914	Filing Group 1	376	3	\$3,509
MS	RICHTON SCHOOL DIST	School District	2803870	MDL-10874	Filing Group 2	531	2	\$3,492
WI	HILLSBORO SCHOOL DISTRICT	School District	5506480	MDL-5504	Filing Group 1	533	2	\$3,484
MA	SILVER LAKE	School District	2510830	MDL-10413	Filing Group 3	1,691	2	\$3,484
PA	LAWRENCE COUNTY CTC	School District	4213390	MDL-4795	Filing Group 1	381	1	\$3,479
NY	POLAND CENTRAL SCHOOL DISTRICT	School District	3623370	MDL-6481	Filing Group 1	526	2	\$3,473
TN	ALCOA	School District	4700060	MDL-10861	Filing Group 3	2,137	4	\$3,465
MI	MARION PUBLIC SCHOOLS	School District	2622800	MDL-9812	Filing Group 1	410	2	\$3,446

School District Altria Final Allocation

NY	MOUNT MORRIS CENTRAL SCHOOL DISTRICT	School District	3620010	MDL-10434	Filing Group 2	548	2	\$3,395
OH	CLYDE-GREEN SPRINGS EXEMPTED VILLAGE	School District	3910020	MDL-10901	Filing Group 3	2,109	4	\$3,390
ID	POTLATCH DISTRICT	School District	1602700	MDL-9000	Filing Group 1	432	2	\$3,386
LA	WEST FELICIANA PARISH	School District	2201980	MDL-24999	Filing Group 3	2,132	4	\$3,377
OK	CHECOTAH	School District	4007350	MDL-10398	Filing Group 2	1,336	4	\$3,366
TX	CARLISLE ISD	School District	4812870	MDL-5967	Filing Group 1	612	1	\$3,365
WI	MONTICELLO SCHOOL DISTRICT	School District	5509900	MDL-4866	Filing Group 1	319	3	\$3,354
UT	DAGGETT DISTRICT	School District	4900180	MDL-6068	Filing Group 1	223	4	\$3,310
OK	HUGO	School District	4015210	MDL-9739	Filing Group 1	1,092	4	\$3,274
NJ	VOORHEES TOWNSHIP SCHOOL DISTRICT	School District	3416830	MDL-10423	Filing Group 3	2,853	5	\$3,257
OK	BETHEL	School District	4004230	MDL-5736	Filing Group 1	1,113	3	\$3,234
NY	PARISHVILLE-HOPKINTON CENTRAL SCHOOL DISTRICT	School District	3622440	MDL-8974	Filing Group 1	359	2	\$3,207
NE	BAYARD PUBLIC SCHOOLS	School District	3100090	MDL-5002	Filing Group 1	360	2	\$3,194
OK	MARIETTA	School District	4018990	MDL-4536	Filing Group 1	1,107	3	\$3,146
MD	KENT COUNTY PUBLIC SCHOOLS	School District	2400450	MDL-25005	Filing Group 3	1,812	5	\$3,128
ID	NOTUS DISTRICT	School District	1602460	MDL-9049	Filing Group 1	346	2	\$3,102
NJ	NORTHERN HIGHLANDS REGIONAL HIGH SCHOOL DISTRICT	School District	3411730	MDL-10429	Filing Group 3	1,368	1	\$3,101
NE	SUTHERLAND PUBLIC SCHOOLS	School District	3100024	MDL-5969	Filing Group 1	344	2	\$3,098
PA	FREEMPORT AREA SD	School District	4210440	MDL-10595	Filing Group 3	1,852	4	\$3,092
MI	GLADWIN COMMUNITY SCHOOLS	School District	2615990	0	Filing Group 3	1,579	5	\$3,087
NJ	GLOUCESTER CITY PUBLIC SCHOOL DISTRICT	School District	3406000	MDL-10903	Filing Group 3	2,082	3	\$3,086
ID	HAGERMAN JOINT DISTRICT	School District	1601380	MDL-8968	Filing Group 1	379	2	\$3,083
ID	BASIN SCHOOL DISTRICT	School District	1600180	MDL-9017	Filing Group 1	338	2	\$3,068
MT	NOXON ELEM	School District	3000090, 30	MDL-9069	Filing Group 1	160	3	\$3,058
ID	HANSEN DISTRICT	School District	1601410	MDL-5637	Filing Group 1	348	2	\$3,040
AZ	EDGE SCHOOL INC. THE (4421)	School District	0400078	MDL-9927	Filing Group 1	153	2	\$3,030
NY	ONEONTA CITY SCHOOL DISTRICT	School District	3621780	MDL-10341	Filing Group 3	1,629	5	\$2,977
MS	AMORY SCHOOL DIST	School District	2800450	MDL-10558	Filing Group 3	1,513	5	\$2,963

School District Altria Final Allocation



School District Altria Final Allocation

NY	COBLESKILL-RICHMONDVILLE CENTRAL SCHOOL DISTRICT	School District	3600010	MDL-10370	Filing Group 3	1,546	4	\$2,955
PA	PENN CAMBRIA SD	School District	4213770	MDL-10587	Filing Group 3	1,577	5	\$2,948
ID	BRUNEAU-GRAND VIEW JOINT SCHOOL DISTRICT	School District	1600450	MDL-8971	Filing Group 1	304	3	\$2,945
ID	GARDEN VALLEY DISTRICT	School District	1601170	MDL-8985	Filing Group 1	324	2	\$2,932
OK	LITTLE AXE	School District	4017880	MDL-10444	Filing Group 2	1,136	3	\$2,921
OK	BEGGS	School District	4003810	MDL-4527	Filing Group 1	944	3	\$2,921
MI	BEAR LAKE SCHOOLS	School District	2604320	MDL-6486	Filing Group 1	307	2	\$2,917
OK	COMANCHE	School District	4008460	MDL-4529	Filing Group 1	922	3	\$2,909
OH	ZENITH ACADEMY	School District	3900396	0	Filing Group 2	500	1	\$2,903
WA	LYLE SCHOOL DISTRICT	School District	5304590	MDL-9792	Filing Group 1	216	3	\$2,892
NY	LA FARGEVILLE CENTRAL SCHOOL DISTRICT	School District	3616380	MDL-6144	Filing Group 1	483	1	\$2,888
NY	MADISON CENTRAL SCHOOL DISTRICT	School District	3618080	MDL-5896	Filing Group 1	469	1	\$2,881
NY	BELLEVILLE-HENDERSON CENTRAL SCHOOL DISTRICT	School District	3604370	MDL-6104	Filing Group 1	496	1	\$2,870
IL	LA MOILLE CUSD 303	School District	1721680	MDL-4849	Filing Group 1	200	3	\$2,860
WI	LAKE HOLCOMBE SCHOOL DISTRICT	School District	5507680	MDL-9922	Filing Group 1	280	2	\$2,859
WA	WILLAPA VALLEY SCHOOL DISTRICT	School District	5309870	MDL-9484	Filing Group 1	384	2	\$2,858
PA	BEDFORD AREA SD	School District	4203180	MDL-10588	Filing Group 3	1,705	3	\$2,837
WA	WATERVILLE SCHOOL DISTRICT	School District	5309600	MDL-9805	Filing Group 1	268	2	\$2,820
PA	MID VALLEY SD	School District	4215170	MDL-10880	Filing Group 3	1,830	2	\$2,811
NY	CLIFTON-FINE CENTRAL SCHOOL DISTRICT	School District	3607710	MDL-5824	Filing Group 1	267	2	\$2,775
NY	COPENHAGEN CENTRAL SCHOOL DISTRICT	School District	3608280	MDL-5710	Filing Group 1	466	1	\$2,772
UT	EAST HOLLYWOOD HIGH	School District	4900036	MDL-9806	Filing Group 1	271	1	\$2,769
WI	JUDA SCHOOL DISTRICT	School District	5507230	MDL-4865	Filing Group 1	268	2	\$2,764
PA	FOREST HILLS SD	School District	4209940	MDL-10585	Filing Group 3	1,789	2	\$2,758
MI	LELAND PUBLIC SCHOOL DISTRICT	School District	2621390	MDL-6394	Filing Group 1	439	1	\$2,756
IL	SUNSET RIDGE SD 29	School District	1738400	MDL-4688	Filing Group 1	481	3	\$2,751
MI	NORTH ADAMS-JEROME PUBLIC SCHOOLS	School District	2625650	MDL-5609	Filing Group 1	352	2	\$2,744
NY	HERMON-DEKALB CENTRAL SCHOOL DISTRICT	School District	3614250	MDL-6141	Filing Group 1	431	1	\$2,739

School District Altria Final Allocation

School District Altria Final Allocation

OH	BELMONT-HARRISON	Regional Education Service Agency	3905085	MDL-5889	Filing Group 1	9,804	23	\$2,716
MA	MASHPEE	School District	2507440	MDL-10400	Filing Group 3	1,468	4	\$2,705
WA	WILBUR SCHOOL DISTRICT	School District	5309840	MDL-9505	Filing Group 1	220	2	\$2,698
OK	COLBERT	School District	4008220	MDL-5752	Filing Group 1	718	4	\$2,660
OK	TISHOMINGO	School District	4030060	MDL-4942	Filing Group 1	841	3	\$2,653
OR	ST PAUL SD 45	School District	4111760	MDL-10581	Filing Group 2	291	2	\$2,647
WI	ALMA SCHOOL DISTRICT	School District	5500180	MDL-9969	Filing Group 1	240	2	\$2,646
NY	OTSEGO-DELAWARE-SCHOHARIE-GREENE BOCES	Regional Education Service Agency	3680380	MDL-10666	Filing Group 3	7,538	25	\$2,643
MI	KALKASKA PUBLIC SCHOOLS	School District	2620050	MDL-24982	Filing Group 3	1,401	5	\$2,640
UT	FAST FORWARD HIGH	School District	4900019	MDL-9977	Filing Group 1	250	1	\$2,634
MS	JEFFERSON DAVIS CO SCHOOL DIST	School District	2802250	MDL-10543; 11378	Filing Group 3	1,258	4	\$2,632
WI	PEPIN AREA SCHOOL DISTRICT	School District	5511580	MDL-9908	Filing Group 1	234	2	\$2,629
NY	WAVERLY CENTRAL SCHOOL DISTRICT	School District	3630270	MDL-10387	Filing Group 3	1,509	4	\$2,612
NY	SACKETS HARBOR CENTRAL SCHOOL DISTRICT	School District	3614880	MDL-5833	Filing Group 1	392	1	\$2,597
UT	ROCKWELL CHARTER HIGH SCHOOL	School District	4900125	MDL-9080	Filing Group 1	260	1	\$2,593
ID	MACKAY JOINT DISTRICT	School District	1601900	MDL-9025	Filing Group 1	216	2	\$2,524
MS	PERRY CO SCHOOL DIST	School District	2803570	MDL-11377	Filing Group 3	942	6	\$2,524
MN	LYLE PUBLIC SCHOOL DISTRICT	School District	2718360	MDL-6079	Filing Group 1	306	2	\$2,524
NY	SULLIVAN BOCES	Regional Education Service Agency	3680880	MDL-5501	Filing Group 1	9,232	19	\$2,524
OK	MILLWOOD	School District	4020080	MDL-10609	Filing Group 2	905	3	\$2,524
MS	BOONEVILLE SCHOOL DIST	School District	2800820	MDL-10758	Filing Group 3	1,285	4	\$2,524
OK	CANEY VALLEY	School District	4025470	MDL-9815	Filing Group 1	771	3	\$2,524
MA	ATHOL-ROYALSTON	School District	2502160	MDL-10417	Filing Group 3	1,421	4	\$2,524
WV	RITCHIE COUNTY SCHOOLS	School District	5401290	MDL-10759	Filing Group 3	1,296	5	\$2,524
MS	COAHOMA COUNTY SCHOOL DISTRICT	School District	2801110	MDL-10871	Filing Group 3	1,082	5	\$2,524
WI	HOLY HILL AREA SCHOOL DISTRICT	School District	5500080	MDL-5572	Filing Group 1	511	2	\$2,524

School District Altria Final Allocation

MI	TUSCOLA ISD	Regional Education Service Agency	2680980	MDL-5569	Filing Group 1	7,426	27	\$2,524
WA	PORT TOWNSEND SCHOOL DISTRICT	School District	5306840	MDL-10682	Filing Group 3	1,138	4	\$2,524
NY	COLTON-PIERREPONT CENTRAL SCHOOL DISTRICT	School District	3608100	MDL-6143	Filing Group 1	375	1	\$2,524
NY	DERUYTER CENTRAL SCHOOL DISTRICT	School District	3608850	MDL-10441	Filing Group 2	351	2	\$2,524
ID	CAMAS COUNTY DISTRICT	School District	1600540	MDL-9056	Filing Group 1	189	2	\$2,524
OK	VALLIANT	School District	4030870	MDL-10464	Filing Group 2	908	3	\$2,524
ID	MURTAUGH JOINT DISTRICT	School District	1602310	MDL-6217	Filing Group 1	387	1	\$2,524
OH	PICKAWAY COUNTY ESC	Regional Education Service Agency	3904907	MDL-10430	Filing Group 2	9,334	21	\$2,524
NE	BRADY PUBLIC SCHOOLS	School District	3104290	MDL-9520	Filing Group 1	181	2	\$2,524
WI	MARSHALL SCHOOL DISTRICT	School District	5508790	MDL-10520	Filing Group 3	990	5	\$2,524
WI	PLUM CITY SCHOOL DISTRICT	School District	5511880	MDL-9973	Filing Group 1	255	2	\$2,524
MI	HERITAGE SOUTHWEST INTERMEDIATE SCHOOL DISTRICT	School District	2680220	MDL-5289	Filing Group 1	110	2	\$2,524
MS	NORTH TIPPAH SCHOOL DIST	School District	2803270	MDL-10756	Filing Group 3	1,241	3	\$2,524
WA	EASTON SCHOOL DISTRICT	School District	5302340	MDL-9036	Filing Group 1	89	2	\$2,524
OK	KANSAS	School District	4015990	MDL-10438	Filing Group 2	778	3	\$2,524
NJ	CLAYTON PUBLIC SCHOOL DISTRICT	School District	3403180	MDL-10902	Filing Group 3	1,404	3	\$2,524
NY	HINSDALE CENTRAL SCHOOL DISTRICT	School District	3614490	MDL-10440	Filing Group 2	398	1	\$2,524
OK	HEAVENER	School District	4014160	MDL-10437	Filing Group 2	859	2	\$2,524
NY	BATH CENTRAL SCHOOL DISTRICT	School District	3604050	MDL-10397	Filing Group 3	1,389	3	\$2,524
NY	MORRISTOWN CENTRAL SCHOOL DISTRICT	School District	3619890	MDL-9026	Filing Group 1	330	1	\$2,524
NY	WORCESTER CENTRAL SCHOOL DISTRICT	School District	3631740	MDL-6377	Filing Group 1	324	1	\$2,524
MS	BENTON CO SCHOOL DIST	School District	2800600	MDL-11358	Filing Group 3	935	4	\$2,524
WA	UNION GAP SCHOOL DISTRICT	School District	5309150	MDL-9766	Filing Group 1	568	1	\$2,524
NY	CATSKILL CENTRAL SCHOOL DISTRICT	School District	3606720	MDL-10381	Filing Group 3	1,344	3	\$2,524
ID	CASTLEFORD DISTRICT	School District	1600690	MDL-6379	Filing Group 1	336	1	\$2,524
OK	COMMERCE	School District	4008490	MDL-10406	Filing Group 2	838	3	\$2,524
NY	COXSACKIE-ATHENS CENTRAL SCHOOL DISTRICT	School District	3608490	MDL-10393	Filing Group 3	1,197	4	\$2,524

School District Altria Final Allocation

MI	SHIAWASSEE REGIONAL ESD	School District	2680975	MDL-8978	Filing Group 1	455	1	\$2,524
MA	BERKSHIRE HILLS	School District	2502530	MDL-10420	Filing Group 3	1,163	3	\$2,524
NM	RAMAH NAVAJO SCHOOL BOARD	School District	5900108	0	Filing Group 3	327	1	\$2,524
NM	LAKE ARTHUR MUNICIPAL SCHOOLS	School District	3501470	MDL-10432	Filing Group 2	117	3	\$2,524
NY	GEORGETOWN-SOUTH OTSELIC CENTRAL SCHOOL DISTRICT	School District	3622100	MDL-5861	Filing Group 1	311	1	\$2,524
NY	CROWN POINT CENTRAL SCHOOL DISTRICT	School District	3608610	MDL-9744	Filing Group 1	326	1	\$2,524
MA	WESTPORT	School District	2512780	MDL-10414	Filing Group 3	1,353	3	\$2,524
OK	CASHION	School District	4006810	MDL-5279	Filing Group 1	620	3	\$2,524
OK	TALIHINA	School District	4029400	MDL-9508	Filing Group 1	515	3	\$2,524
IN	EMAN SCHOOLS	Private School	A0700916	MDL-6060	Filing Group 1	338	1	\$2,524
ID	CLARK COUNTY DISTRICT	School District	1600750	MDL-8998	Filing Group 1	117	2	\$2,524
NY	LAURENS CENTRAL SCHOOL DISTRICT	School District	3616800	MDL-9746	Filing Group 1	290	1	\$2,524
MI	QUINCY COMMUNITY SCHOOLS	School District	2629250	MDL-10521	Filing Group 3	1,160	3	\$2,524
MI	ONTONAGON AREA SCHOOL DISTRICT	School District	2626550	MDL-5828	Filing Group 1	268	1	\$2,524
OK	WARNER	School District	4031650	MDL-10463	Filing Group 2	806	2	\$2,524
OK	HULBERT	School District	4015240	MDL-9510	Filing Group 1	528	3	\$2,524
OK	OKARCHE	School District	4022590	MDL-9972	Filing Group 1	387	3	\$2,524
MI	DETOUR AREA SCHOOLS	School District	2611970	MDL-5296	Filing Group 1	93	2	\$2,524
OK	CALERA	School District	4006180	MDL-10407	Filing Group 2	824	2	\$2,524
PA	WINDBER AREA SD	School District	4226610	MDL-10584	Filing Group 3	1,213	3	\$2,524
OK	KONAWA	School District	4016710	MDL-9871	Filing Group 1	557	3	\$2,524
NY	TOWN OF WEBB UNION FREE SCHOOL DISTRICT	School District	3628800	MDL-8938	Filing Group 1	256	1	\$2,524
NY	ROXBURY CENTRAL SCHOOL DISTRICT	School District	3625110	MDL-9065	Filing Group 1	258	1	\$2,524
MS	NEWTON MUNICIPAL SCHOOL DISTRICT	School District	2803180	MDL-11380	Filing Group 3	909	4	\$2,524
MI	CASEVILLE PUBLIC SCHOOLS	School District	2608280	MDL-9064	Filing Group 1	257	1	\$2,524
OH	OHIO VALLEY ESC	Regional Education Service Agency	3900014	MDL-10431	Filing Group 2	6,195	22	\$2,524
MA	MILLIS	School District	2507920	MDL-10602	Filing Group 3	1,156	3	\$2,524

School District Altria Final Allocation

PA	APOLLO-RIDGE SD	School District	4202550	MDL-10598	Filing Group 3	1,138	3	\$2,524
WA	CRESTON SCHOOL DISTRICT	School District	5301860	MDL-9179	Filing Group 1	80	2	\$2,524
NY	NEWARK VALLEY CENTRAL SCHOOL DISTRICT	School District	3620670	MDL-10486	Filing Group 3	1,055	3	\$2,524
OH	PIKE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES	Regional Education Service Agency	NA-Boardoff	MDL-9037	Filing Group 1	296	-	\$2,524
AL	LYMAN WARD MILITARY ACADEMY	Private School	00002154	MDL-6133	Filing Group 1	89	1	\$2,524
CA	WESTMORLAND UNION ELEMENTARY	School District	0642180	JCCP-4611	Filing Group 1	369	1	\$2,524
NY	HERKIMER CENTRAL SCHOOL DISTRICT	School District	3614220	MDL-10656	Filing Group 3	1,105	2	\$2,524
MA	RICHMOND	School District	2510080	MDL-10419	Filing Group 3	152	1	\$2,524
NY	HANCOCK CENTRAL SCHOOL DISTRICT	School District	3613560	MDL-10371	Filing Group 3	309	2	\$2,524
NY	EDMESTON CENTRAL SCHOOL DISTRICT	School District	3610260	MDL-10369	Filing Group 3	340	1	\$2,524
NY	PRATTSBURGH CENTRAL SCHOOL DISTRICT	School District	3623790	MDL-10380	Filing Group 3	360	1	\$2,524
OK	PIONEER	School District	4024150	MDL-10649	Filing Group 3	385	1	\$2,524
NY	CHARLOTTE VALLEY CENTRAL SCHOOL DISTRICT	School District	3607050	MDL-10358	Filing Group 3	377	1	\$2,524
NY	STOCKBRIDGE VALLEY CENTRAL SCHOOL DISTRICT	School District	3628140	MDL-10349	Filing Group 3	394	1	\$2,524
NY	ARKPORT CENTRAL SCHOOL DISTRICT	School District	3603240	MDL-10366	Filing Group 3	466	1	\$2,524
NY	AFTON CENTRAL SCHOOL DISTRICT	School District	3602400	MDL-10376	Filing Group 3	477	2	\$2,524
NY	DEPOSIT CENTRAL SCHOOL DISTRICT	School District	3609060	MDL-10363	Filing Group 3	476	2	\$2,524
NY	MCGRAW CENTRAL SCHOOL DISTRICT	School District	3618840	MDL-10350	Filing Group 3	543	2	\$2,524
NY	ALFRED-ALMOND CENTRAL SCHOOL DISTRICT	School District	3602700	MDL-10660	Filing Group 3	580	2	\$2,524
NY	MARION CENTRAL SCHOOL DISTRICT	School District	3618540	MDL-10361	Filing Group 3	629	2	\$2,524
NY	DELAWARE ACADEMY CENTRAL SCHOOL DISTRICT AT DELHI	School District	3608910	MDL-10372	Filing Group 3	729	2	\$2,524
NY	ODESSA-MONTOUR CENTRAL SCHOOL DISTRICT	School District	3621630	MDL-10545	Filing Group 3	751	3	\$2,524
NY	CAMPBELL-SAVONA CENTRAL SCHOOL DISTRICT	School District	3600020	MDL-10356	Filing Group 3	809	2	\$2,524
NY	GREENE CENTRAL SCHOOL DISTRICT	School District	3612750	MDL-10351	Filing Group 3	935	4	\$2,524
NY	CANISTEO-GREENWOOD CSD	School District	3600124	MDL-10373	Filing Group 3	970	2	\$2,524
OK	CADDO	School District	4006150	MDL-4494	Filing Group 1	498	2	\$2,524
OK	GRACEMONT	School District	4013080	MDL-4532	Filing Group 1	133	2	\$2,524

School District Altria Final Allocation

TN	ETOWAH	School District	4701140	MDL-4497	Filing Group 1	349	1	\$2,524
OK	DOVER	School District	4010050	MDL-4862	Filing Group 1	153	2	\$2,524
OK	SAVANNA	School District	4027000	MDL-4935	Filing Group 1	382	2	\$2,524
OK	FORT TOWSON	School District	4012300	MDL-4943	Filing Group 1	315	3	\$2,524
MI	MAR LEE SCHOOL DISTRICT	School District	2622830	MDL-4944	Filing Group 1	333	1	\$2,524
OK	ALLEN	School District	4002760	MDL-4776	Filing Group 1	464	2	\$2,524
OK	FOREST GROVE	School District	4011850	MDL-5278	Filing Group 1	125	1	\$2,524
OK	CHISHOLM TRAIL TECHNOLOGY CTR	School District	4000068	MDL-5280	Filing Group 1	-	-	\$2,524
MI	HERITAGE SOUTHWEST INTERMEDIATE SCHOOL DISTRICT	Regional Education Service Agency	2680220	MDL-5289	Filing Group 1	6,283	20	\$2,524
MI	EWEN-TROUT CREEK CONSOLIDATED SCHOOL DISTRICT	School District	2600014	MDL-5295	Filing Group 1	163	1	\$2,524
MI	GRATIOT-ISABELLA RESD	School District	2680460	MDL-5479	Filing Group 1	145	1	\$2,524
NY	LYNCOURT UNION FREE SCHOOL DISTRICT	School District	3617940	MDL-5709	Filing Group 1	394	1	\$2,524
OK	BUFFALO	School District	4005760	MDL-5739	Filing Group 1	284	2	\$2,524
OK	SPRINGER	School District	4028350	MDL-5740	Filing Group 1	193	2	\$2,524
OK	MAUD	School District	4019290	MDL-5743	Filing Group 1	241	2	\$2,524
OK	CHEYENNE	School District	4007500	MDL-5744	Filing Group 1	304	2	\$2,524
MI	NORTHPORT PUBLIC SCHOOL DISTRICT	School District	2625920	MDL-5798	Filing Group 1	146	1	\$2,524
OH	KELLEYS ISLAND LOCAL	School District	3904679	MDL-5921	Filing Group 1	8	1	\$2,524
ID	RICHFIELD DISTRICT	School District	1602760	MDL-5938	Filing Group 1	184	1	\$2,524
ID	NORTH VALLEY ACADEMY INC.	School District	1600143	MDL-6233	Filing Group 1	193	1	\$2,524
ID	CANYON-OWYHEE SCHOOL SERVICE AGENCY (COSSA)	School District	1600152	MDL-6392	Filing Group 1	130	1	\$2,524
ID	HERITAGE ACADEMY INC.	School District	1600159	MDL-8966	Filing Group 1	165	1	\$2,524
ID	IDAHO SCIENCE AND TECHNOLOGY CHARTER SCHOOL INC.	School District	1600145	MDL-8973	Filing Group 1	311	1	\$2,524
OH	ZENITH ACADEMY EAST	School District	3901396	MDL-9730	Filing Group 1	283	1	\$2,524
WA	KAHLOTUS SCHOOL DISTRICT	School District	5303780	MDL-9756	Filing Group 1	37	1	\$2,524
PA	MIDDLE BUCKS INSTITUTE OF TECHNOLOGY	School District	4280100	MDL-10307	Filing Group 1	20	1	\$2,524
OK	DAVENPORT	School District	4009450	MDL-9903	Filing Group 1	373	2	\$2,524

School District Altria Final Allocation

OK	JENNINGS	School District	4015750	MDL-9906	Filing Group 1	223	1	\$2,524
NY	ANDOVER CENTRAL SCHOOL DISTRICT	School District	3603030	MDL-10411	Filing Group 2	270	1	\$2,524
OK	CARNEGIE	School District	4006630	MDL-10410	Filing Group 2	532	3	\$2,524
OK	GOODWELL	School District	4012870	MDL-10443	Filing Group 2	216	2	\$2,524
OK	QUINTON	School District	4025410	MDL-10433	Filing Group 2	387	2	\$2,524
OK	TIMBERLAKE	School District	4000013	MDL-10457	Filing Group 2	251	2	\$2,524
OK	TUPELO	School District	4030270	MDL-10455	Filing Group 2	234	2	\$2,524
OK	MARYETTA	School District	4019200	MDL-10435	Filing Group 2	636	1	\$2,524
OK	WAPANUCKA	School District	4031590	MDL-10452	Filing Group 2	224	2	\$2,524
OK	SHADY POINT	School District	4027450	MDL-10451	Filing Group 2	142	1	\$2,524
NY	CHATEAUGAY CENTRAL SCHOOL DISTRICT	School District	3607080	MDL-10353	Filing Group 3	505	2	\$2,524
NY	CANASERAGA CENTRAL SCHOOL DISTRICT	School District	3606360	MDL-10352	Filing Group 3	202	1	\$2,524
NY	CININNATUS CENTRAL SCHOOL DISTRICT	School District	3607560	MDL-10355	Filing Group 3	559	3	\$2,524
NY	GILBERTSVILLE-MOUNT UPTON CENTRAL SCHOOL DISTRICT	School District	3604757	MDL-10354	Filing Group 3	317	2	\$2,524
NY	JASPER-TROUPSBURG CENTRAL SCHOOL DISTRICT	School District	3600007	MDL-10360	Filing Group 3	368	2	\$2,524
NY	WATKINS GLEN CENTRAL SCHOOL DISTRICT	School District	3630240	MDL-10359	Filing Group 3	943	2	\$2,524
NY	AVOCA CENTRAL SCHOOL DISTRICT	School District	3603630	MDL-10396	Filing Group 3	375	1	\$2,524
NY	TICONDEROGA CENTRAL SCHOOL DISTRICT	School District	3628680	MDL-10391	Filing Group 3	711	2	\$2,524
NY	SPENCER-VAN ETTEN CENTRAL SCHOOL DISTRICT	School District	3627750	MDL-10343	Filing Group 3	803	3	\$2,524
NY	FRANKLIN CENTRAL SCHOOL DISTRICT	School District	3611430	MDL-10340	Filing Group 3	242	1	\$2,524
NY	GILBOA-CONESVILLE CENTRAL SCHOOL DISTRICT	School District	3612120	MDL-10339	Filing Group 3	295	1	\$2,524
NY	JEFFERSON CENTRAL SCHOOL DISTRICT	School District	3615720	MDL-10344	Filing Group 3	183	1	\$2,524
NY	WALTON CENTRAL SCHOOL DISTRICT	School District	3629820	MDL-10338	Filing Group 3	842	3	\$2,524
NY	TIOGA CENTRAL SCHOOL DISTRICT	School District	3628710	MDL-10389	Filing Group 3	902	3	\$2,524
NY	SCHENEVUS CENTRAL SCHOOL DISTRICT	School District	3603060	MDL-10337	Filing Group 3	294	1	\$2,524
NY	STAMFORD CENTRAL SCHOOL DISTRICT	School District	3628020	MDL-10614	Filing Group 3	268	1	\$2,524
NY	DOWNSVILLE CENTRAL SCHOOL DISTRICT	School District	3609240	MDL-10385	Filing Group 3	250	1	\$2,524
NY	MILFORD CENTRAL SCHOOL DISTRICT	School District	3619350	MDL-10384	Filing Group 3	358	1	\$2,524

School District Altria Final Allocation

NY	OXFORD ACADEMY AND CENTRAL SCHOOL DISTRICT	School District	3622260	MDL-10374	Filing Group 3	690	3	\$2,524
NY	ROSCOE CENTRAL SCHOOL DISTRICT	School District	3625020	MDL-10346	Filing Group 3	236	1	\$2,524
NY	LIVINGSTON MANOR CENTRAL SCHOOL DISTRICT	School District	3617580	MDL-10347	Filing Group 3	438	2	\$2,524
NY	ELMIRA HEIGHTS CENTRAL SCHOOL DISTRICT	School District	3610590	MDL-10383	Filing Group 3	1,023	3	\$2,524
NY	OTEGO-UNADILLA CENTRAL SCHOOL DISTRICT	School District	3629240	MDL-10365	Filing Group 3	768	3	\$2,524
UT	CANYON RIM ACADEMY	School District	4900071	MDL-8993	Filing Group 1	524	1	\$2,524
NY	WEST VALLEY CENTRAL SCHOOL DISTRICT	School District	3630900	MDL-9005	Filing Group 1	201	1	\$2,524
ID	BLISS JOINT DISTRICT	School District	1600330	MDL-9046	Filing Group 1	102	1	\$2,524
WA	LAMONT SCHOOL DISTRICT	School District	5304290	MDL-9115	Filing Group 1	41	1	\$2,524
WA	GRAPEVIEW SCHOOL DISTRICT	School District	5303240	MDL-9118	Filing Group 1	199	1	\$2,524
WA	SPRAGUE SCHOOL DISTRICT	School District	5308280	MDL-9131	Filing Group 1	79	2	\$2,524
OK	HANNA	School District	4013680	MDL-9140	Filing Group 1	72	2	\$2,524
WA	ONION CREEK SCHOOL DISTRICT	School District	5306270	MDL-9178	Filing Group 1	43	1	\$2,524
OK	BENNINGTON	School District	4003930	MDL-9506	Filing Group 1	304	2	\$2,524
OK	BRIGGS	School District	4005430	MDL-10611	Filing Group 2	424	1	\$2,524
MI	ONAWAY AREA COMMUNITY SCHOOL DISTRICT	School District	2626400	MDL-10518	Filing Group 3	539	3	\$2,524
NY	FILLMORE CENTRAL SCHOOL DISTRICT	School District	3611070	MDL-10904	Filing Group 3	664	1	\$2,524
OH	HILLSDALE LOCAL	School District	3904582	MDL-10522	Filing Group 3	754	3	\$2,524
OH	MAPLETON LOCAL	School District	3904583	MDL-10869	Filing Group 3	829	3	\$2,524
OK	WETUMKA	School District	4032430	MDL-10519	Filing Group 3	394	2	\$2,524
OK	CRESCENT	School District	4009000	MDL-10516	Filing Group 3	552	3	\$2,524
OK	WEWOKA	School District	4032460	MDL-10515	Filing Group 3	647	3	\$2,524
OK	LINDSAY	School District	4017850	MDL-10608	Filing Group 3	1,177	3	\$2,524
PA	GREATER JOHNSTOWN CTC	School District	4210970	MDL-10591	Filing Group 3	4	1	\$2,524
PA	FRANKLIN COUNTY CTC	School District	4280230	MDL-10594	Filing Group 3	3	1	\$2,524
PA	SAYRE AREA SD	School District	4220850	MDL-10687	Filing Group 3	1,004	2	\$2,524
TN	SWEETWATER	School District	4704050	MDL-10685	Filing Group 3	1,451	4	\$2,524
WA	CRESCENT SCHOOL DISTRICT	School District	5301830	MDL-10680	Filing Group 3	328	2	\$2,524

School District Altria Final Allocation



School District Altria Final Allocation

NJ	PASSAIC COUNTY MANCHESTER REGIONAL HIGH SCHOOL DISTRICT	School District	3412600	MDL-10514	Filing Group 3	786	1	\$2,524
PA	BERLIN BROTHERSVALLEY SD	School District	4203420	MDL-10586; 10553	Filing Group 3	725	3	\$2,524
PA	HUNTINGDON COUNTY CTC	School District	4280250	MDL-10560	Filing Group 3	2	1	\$2,524
PA	SALISBURY-ELK LICK SD	School District	4220760	MDL-10596	Filing Group 3	273	2	\$2,524
IL	CENTRAL SD 104	School District	1709170	MDL-11360	Filing Group 3	568	2	\$2,524
IL	WOOD RIVER-HARTFORD ESD 15	School District	1743050	MDL-11359	Filing Group 3	618	3	\$2,524
PA	MEYERSDALE AREA SD	School District	4215150	MDL-10507	Filing Group 3	783	3	\$2,524
PA	HOMER-CENTER SD	School District	4213290	MDL-10593	Filing Group 3	816	2	\$2,524
NY	FABIUS-POMPEY CENTRAL SCHOOL DISTRICT	School District	3610860		Filing Group 3	603	2	\$2,524
MI	HOUGHTON LAKE COMMUNITY SCHOOLS	School District	2618600	MDL-25038	Filing Group 3	1,158	3	\$2,524
AL	GENEVA CITY	School District	0101640	MDL-25033	Filing Group 3	1,261	3	\$2,524
MI	MAPLE VALLEY SCHOOLS	School District	2622620	MDL-25040	Filing Group 3	936	4	\$2,524
MI	CASSOPOLIS PUBLIC SCHOOLS	School District	2608430	MDL-25021	Filing Group 3	866	4	\$2,524
NY	SUMMIT SCHOOL	Private School	01904719		Filing Group 3	169	1	\$2,524
PA	FANNETT-METAL SD	School District	4209660	MDL-25023	Filing Group 3	409	3	\$2,524
MI	NEW BUFFALO AREA SCHOOLS	School District	2625140	MDL-24986	Filing Group 3	567	3	\$2,524
MI	BEAL CITY PUBLIC SCHOOLS	School District	2604290	MDL-24973	Filing Group 3	659	2	\$2,524
MI	REESE PUBLIC SCHOOLS	School District	2629520	MDL-25008	Filing Group 3	748	3	\$2,524
MI	OWENDALE-GAGETOWN AREA SCHOOL DISTRICT	School District	2627180	MDL-25022	Filing Group 3	154	2	\$2,524
MI	ALLEGAN AREA EDUCATIONAL SERVICE AGENCY	School District	2680100	MDL-25020	Filing Group 3	272	2	\$2,524
MI	TEKONSHA COMMUNITY SCHOOLS	School District	2633750	MDL-25019	Filing Group 3	219	1	\$2,524
MI	ALCONA COMMUNITY SCHOOLS	School District	2602160	MDL-25037	Filing Group 3	660	2	\$2,524
MI	GENESEE SCHOOL DISTRICT	School District	2615750	MDL-25036	Filing Group 3	663	2	\$2,524
MI	INLAND LAKES SCHOOLS	School District	2619170		Filing Group 3	600	2	\$2,524
MI	MORENCI AREA SCHOOLS	School District	2624570	MDL-25051	Filing Group 3	603	2	\$2,524
MI	BRIMLEY AREA SCHOOLS	School District	2606900	MDL-25050	Filing Group 3	520	1	\$2,524
MI	BELLEVUE COMMUNITY SCHOOLS	School District	2604650	MDL-25061	Filing Group 3	615	2	\$2,524



# **SPECIAL EDUCATION POLICIES AND PROCEDURES MANUAL**

COMBINATION SLD ELIGIBILITY METHOD

**June 2023**

# TABLE OF CONTENTS

<b>I. General Provisions.....</b>	<b>8</b>
I.A. Purposes (34 CFR § 300.1; Rules I.A.).....	8
I.B. Definitions as Used in These Rules (34 CFR §§ 300.4–300.45; Rules I.E.) .....	8
I.C. Full Educational Opportunity Goal (34 CFR § 300.109; Rules IX.A.2.d.(2)(c)) .....	8
I.D. Methods of Ensuring Services (34 CFR § 300.154; Rules IX.A.2.d.(2)(m)) .....	9
<b>II. Identification, Location, and Evaluation.....</b>	<b>10</b>
II.A. Child Find System (34 CFR §§ 300.109, 300.111; Rules II.A.).....	10
II.B. Referral (34 CFR § 300.301; Rules II.B.).....	11
II.C. Parental Consent (34 CFR § 300.300; Rules II.C.).....	12
II.D. Initial Evaluation (34 CFR § 300.301; Rules II.D.).....	15
II.E. Screening for Instructional Purposes (34 CFR § 300.302; Rules II.E.).....	16
II.F. Evaluation Procedures (34 CFR § 300.304; Rules II.F.).....	17
II.G. Reevaluation Procedures (34 CFR § 300.303; Rules II.G.).....	19
II.H. Additional Requirements for Initial Evaluations and Reevaluation Procedures (34 CFR § 300.305; Rules II.H.).....	20
II.I. Determination of Eligibility (34 CFR § 300.306; Rules II.I.) .....	22
II.J. Categorical Definitions, Criteria, and Assessments (34 CFR § 300.8; 34 CFR § 300.304 34 CFR § 300.306; Rules II.J.) .....	23
<b>III. IEP Development and Service Delivery.....</b>	<b>30</b>
III.A. Individualized Education Program (IEP) (Rules III.A.).....	30
III.B. When IEPs Must Be In Effect (34 CFR § 300.323; Rules III.B.).....	30
III.C. Students Who Transfer (34 CFR § 300.323; Rules III.C.) .....	30
III.D. LEA Responsibility for IEP Meetings (34 CFR § 300.323(C)(1); Rules III.D.) .....	32
III.E. IEP Team Membership (34 CFR § 300.321; Rules III.E.) .....	32
III.F. IEP Team Attendance (34 CFR § 300.321; Rules III.F.).....	34
III.G. Parent Participation (34 CFR § 300.322; Rules III.G.) .....	34
III.H. Notice of Meeting (34 CFR § 300.322; Rules III.H.).....	36

III.I. Development, Review, and Revision of the IEP (34 CFR § 300.324; Rules III.I.) ..... 36

III.J. Definition of the Individualized Education Program (IEP) (34 CFR § 300.320; Rules III.J.) ..... 41

III.K. Physical education 34 CFR § 300.108 (Rules III.L.) ..... 44

III.L. Assistive Technology (34 CFR § 300.105; R277-495; Rules III.M.)..... 45

III.M. Extended School Year (ESY) Services (34 CFR § 300.106; R277-751; Rules III.N.) . 45

III.N. Least Restrictive Environment (LRE) (34 CFR § 300.114; Rules III.O.) ..... 46

III.O. Inclusionary Practices to Provide a Full Educational Opportunity (34 CFR § 300.109; Rules III.P.)..... 47

III.P. Continuum of Alternative Placements (34 CFR § 300.115; Rules III.Q.) ..... 47

III.Q. Placements (34 CFR § 300.116; Rules III.R.) ..... 47

III.R. Parental Involvement in Placement Decisions (34 CFR §§ 300.327, 300.501; Rules III.S.)..... 48

III.S. Nonacademic Settings and Extracurricular Activities (34 CFR § 300.117; UCA 53G-6-709; Rules III.T.)..... 49

III.T. Nonacademic Services (34 CFR § 300.107; Rules III.U.)..... 49

**IV. Procedural Safeguards Due Process Procedures for Parent(s) and Students (IDEA Subpart E) ..... 51**

IV.A. Parental Opportunity to Examine Records and Participate in Meetings (34 CFR § 300.501; Rules IV.A.)..... 51

IV.B. Independent Educational Evaluation (34 CFR § 300.502; Rules IV.B.)..... 52

IV.C. Prior Written Notice (34 CFR § 300.503; Rules IV.C.) ..... 54

IV.D. Procedural Safeguards Notice (34 CFR § 300.504; Rules IV.D.) ..... 55

IV.E. State Complaint Procedures (34 CFR § 300.151–153; Rules IV.E.) ..... 57

IV.F. Mediation (34 CFR § 300.506; Rules IV.F.) ..... 57

IV.G. Filing a Due Process Complaint (34 CFR § 300.507; UCA 53E-7-208; Rules IV.G.) 57

IV.H. Due Process Complaint (34 CFR § 300.508; Rules IV.H.) ..... 57

IV.I. Resolution Process (34 CFR § 300.510; Rules IV.J.)..... 58

IV.J. Impartial Due Process Hearing (34 CFR § 300.511; Rules IV.K.) ..... 58

IV.K. Hearing Rights (34 CFR § 300.512; Rules IV.L.)..... 58

IV.L. Hearing Decisions (34 CFR § 300.513; Rules IV.M.)..... 58

IV.M. Finality of Decision (34 CFR § 300.514; Rules IV.N.)..... 58

IV.N. State Enforcement Mechanisms (34 CFR § 300.537; Rules IV.O.) ..... 58

IV.O. Timelines and Convenience of Hearings (34 CFR § 300.515; Rules IV.P.) ..... 58

IV.P. Civil Action (34 CFR § 300.516; Rules IV.Q.)..... 58

IV.Q. Attorney’s Fees (CFR §300.517; UCA 53E-7-208(4)(B); Rules IV.R.) ..... 59

IV.R. Student’s Status During Proceedings (34 CFR § 300.518; Rules IV.S.) ..... 59

IV.S. Surrogate Parents (34 CFR § 300.519; Rules IV.T.) ..... 59

IV.T. Transfer of Parental Rights at Age of Majority (34 CFR § 300.520; Rules IV.U.) ..... 60

IV.U. Confidentiality of Information (34 CFR §§ 300.610–300.626; R277-487; Rules IV.V.)  
..... 61

**V. Discipline Procedures (34 CFR § 300.530) ..... 65**

V.A. Discipline Procedures for Students with Disabilities (Rules V.A.)..... 65

V.B. Authority of School Personnel (34 CFR § 300.530(A–C); Rules V.B.)..... 65

V.C. Services (34 CFR § 300.530(D); Rules V.C.)..... 66

V.D. Change of Placement Due to Disciplinary Removals (34 CFR § 300.536; Rules V.D.)  
..... 66

V.E. Manifestation of Determination (34 CFR § 300.530(E–G, I); Rules V.E.) ..... 67

V.F. Procedural Safeguards Notice (34 CFR § 300.530(H); Rules V.F.)..... 70

V.G. Determination of Setting (34 CFR § 300.531; Rules V.G.)..... 70

V.H. Appeals by Parent or LEA (34 CFR § 300.532; Rules V.H.)..... 70

V.I. Placement During Appeals (34 CFR § 300.533; Rules V.I.) ..... 72

V.J. Protections for Students Not Determined Eligible for Special Education and  
Related Services (34 CFR § 300.534; Rules V.J.)..... 72

V.K. Referral To and Action By Law Enforcement and Judicial Authorities (34 CFR §  
300.535; Rules V.K.) ..... 73

**VI. Students with Disabilities in Other Settings ..... 75**

VI.A. Private School Placements by LEAs (34 CFR § 300.325; Rules VI.A.) ..... 75

VI.B. Students with Disabilities Enrolled by Their Parent(s) in Private Schools When FAPE is Not at Issue (Unilateral Placement) (34 CFR § 300.130; Rules VI.B.) ..... 75

VI.C. Students with Disabilities Enrolled by Their Parent(s) in Private Schools When FAPE is at Issue (34 CFR § 300.148; Rules VI.C.) ..... 75

VI.D. Students with Disabilities Enrolled in Home School (Rules IV.D.) ..... 75

VI.E. Students with Disabilities Enrolled in Adult Education (R277-733; UCA 53E-10-205; Rules VI.E.)..... 75

VI.F. Students with Disabilities Enrolled in Virtual Settings (Rules VI.F.)..... 76

VI.G. Students with Disabilities Convicted as Adults and Incarcerated in Adult Prisons (34 CFR § 300.324; Rules VI.J.) ..... 76

VI.H. Students with Disabilities Who are Also in State Custody/Care (R277-709; UCA 62A-4A-701; Rules VI.K.)..... 76

VI.I. Students with Disabilities Who Reside in Nursing Homes (Rules VI.L.)..... 76

**VII. Postsecondary Transitions ..... 77**

VII.A. Postsecondary Transition Services—School to Post-School (Rules VII.B.) ..... 77

VII.B. Graduation (UCA 53E-7-202; R277-705; Rules VII.C.)..... 82

VII.C. Termination of Services Upon Reaching Age 22 (UCA 53E-7-201; R277-419-2(23)(B); Rules VII.D.)..... 83

**VIII. Responsibilities of the Utah State Board of Education ..... 84**

VIII.A. General Supervisory Authority (Rules VIII.A.)..... 84

VIII.B. State Eligibility (Rules VIII.B.) ..... 84

VIII.C. USBE Program Monitoring (Rules VIII.D.2-3.) ..... 85

VIII.D. Personnel Qualifications (34 CFR § 300.156; Rules VIII.K.3-5.) ..... 85

VIII.E. Reporting on Suspension and Expulsion Rates (34 CFR § 300.170; Rules VIII.M.) ..... 87

VIII.F. Prohibition on Mandatory Medication (34 CFR § 300.174; Rules VIII.X.)..... 87

**IX. LEA Eligibility and Responsibilities ..... 89**

IX.A. LEA Eligibility for IDEA Part B Funds (34 CFR §§ 300.211–212, 220; Rules IX.A.).... 89

IX.B. Use of Part B Federal Funds by the LEA (34 CFR §§ 300.200–206, 208; Rules IX.B.) ..... 90

IX.C. Charter Schools and Their Students (34 CFR § 300.209; Rules IX.C.) ..... 96

IX.D. Coordinated Early Intervening Services (CEIS) (34 CFR § 300.226; Rules IX.D.) ..... 97

IX.E. Personnel Development (34 CFR § 300.207; Rules IX.E.) ..... 98

IX.F. Funded Prevalence of Disabling Conditions (UCA 53F-2-307; Rules IX.F.) ..... 98

IX.G. LEA Provision of FAPE (34 CFR § 300.101; Rules IX.G.) ..... 98

IX.H. Routine Checking of Hearing Aids and External Components of Surgically Implanted Medical Devices (34 CFR § 300.113; Rules IX.H.) ..... 99

IX.I. Educator License Requirements (R277-301, R277-304, R277-306, and R277-320; Rules IX.I.) ..... 99

IX.J. Purchase of Instructional Material in Accessible Formats (34 CFR § 300.210; Rules IX.J.) ..... 100

**X. Special Education Funding ..... 102**

X.A. State Special Education Funds Generally (UCA 53F-2-307; Rules X.A.1-2.) ..... 102

X.B. Allocation of State Special Education Funds for Programs for Students with Disabilities (UCA 53F-2-307; R277-479; Rules X.B.3.) ..... 103

X.C. Special Education Add-On Allowable Use (Fund1205) (UCA 53F-2-307(1); Rules X.C.) ..... 103

X.D. Special Education Self-Contained Allowable Use (Fund 1210) (UCA 53F-2-307, -308(3); Rules X.E.) ..... 104

X.E. State Special Education Impact Aid Allowable Use (Fund 1225) (UCA 53F-2-307(1); Rules X.I.) ..... 104

X.F. State Special Education Extended School Year (ESY) Allowable Use (Fund 1220) (UCA 53F-2-308(2); Rules X.K.) ..... 104

X.G. State Extended School Year Stipend For Special Educators (EYSE) Allowable Use (Fund 1278) (UCA 53F-2-310; Rules X.M.) ..... 104

X.H. State Special Education Intensive Services Allowable Use (Fund1230) (UCA 53F-2-309(1); Rules X.O.) ..... 105

X.I. State Special Education Funds Allowable Use (UCA 53F-2-307; Rules X.P.) ..... 105

X.J. Allowable Costs for Federal (IDEA) Special Education Funds (Rules X.R.1., 4-8.)...106

**Appendix**



## I. GENERAL PROVISIONS

### I.A. PURPOSES (34 CFR § 300.1; RULES I.A.)

1. The primary purposes of this Ascent Academies of Utah’s policies and procedures manual, consistent with Utah Code Annotated (UCA) Title 53E, Chapter 7, Part 2, Special Education Program; and the Individuals with Disabilities Education Improvement Act (IDEA), as amended; are:
  - a. To ensure that all students with disabilities ages 3 through 21 in Utah, including students with disabilities who have been suspended or expelled from school and students who have not graduated from high school with a regular high school diploma, have available to them a free appropriate public education
  - b. (FAPE) that emphasizes special education and related services, as specified on an Individualized Education Program (IEP) designed to meet their unique needs and prepare them for further education, employment, and independent living;
  - c. To ensure that the rights of students with disabilities and their parent(s) are protected;
  - d. To ensure that State standards are established for the provision of a FAPE to students with disabilities, as defined in the Rules;
  - e. To assess and ensure the effectiveness of efforts to educate students with disabilities.

### I.B. TEFINITIONS AS USED IN THESE RULES (34 CFR §§ 300.4–300.45; RULES I.E.)

1. Ascent Academies of Utah has adopted all applicable definitions as found in Rule I.E. 1-59.

### I.C. FULL EDUCATIONAL OPPORTUNITY GOAL (34 CFR § 300.109; RULES IX.A.2.D.(2)(c))

1. Ascent Academies of Utah provides a free appropriate public education (FAPE) to all eligible students with disabilities in conformity with the requirements of the Rules and the IDEA. Ascent Academies of Utah hereby affirms the goal of providing a full educational opportunity to all students with disabilities determined eligible for special education and related services, of the ages served by Ascent Academies

of Utah, in accordance with all of the timeline requirements of the IDEA. Ascent Academies of Utah follows all necessary requirements in the development and delivery of an individualized education program (IEP) for eligible students. Placement in the least restrictive environment (LRE) will be implemented to the maximum extent appropriate for students with special needs. Ascent Academies of Utah provides a continuum of placements to address the needs of students with disabilities to ensure those students receive special education and related services appropriate to their needs.

**I.D. METHODS OF ENSURING SERVICES (34 CFR § 300.154; RULES IX.A.2.D.(2)(M))**

1. Ascent Academies of Utah ensures each eligible student with disabilities enrolled in the school receives the services included in the IEP through a systematic process of IEP internal file reviews and monitoring of service delivery by Ascent Academies of Utah personnel.

## II. IDENTIFICATION, LOCATION, AND EVALUATION

### II.A. CHILD FIND SYSTEM (34 CFR §§ 300.109, 300.111; RULES II.A.)

1. Ascent Academies of Utah, in accordance with the requirements of Part B of the IDEA and with the Rules, has developed policies and procedures to ensure that all students with disabilities residing within the jurisdiction of the LEA, including students with disabilities birth through 21 years of age and, regardless of the severity of their disability, and who are in need of special education and related services, are identified, located, and evaluated. These policies and procedures include a practical method for determining which students are currently receiving needed special education and related services and provide a process to reevaluate those who are found eligible within the three-year timeframe.
  - a. Ascent Academies of Utah follows all the procedures detailed on the In-State and Out-of-State Transfer Student Checklists on USBE website. USBE SER III.C.
2. The requirements of this section apply to:
  - a. Highly mobile students with disabilities (such as students who are migrant and experiencing homelessness) (34 CFR § 300.111(c)(2)).
  - b. Students who have been suspended or expelled from school (34 CFR § 300.101(a)).
  - c. Students who have not graduated from high school with a regular high school diploma (34 CFR § 300.102(a)(3)(iii)).
  - d. Students who are suspected of being a student with a disability under the Rules and who are in need of special education and related services, even though they are advancing from grade to grade (34 CFR § 300.111(c)(1)).
  - e. Students who are homeschooled and students enrolled in private schools within the school district's boundaries.
  - f. Students in State custody/care.
  - g. Students in nursing homes.
3. Public charter schools are responsible for child find for students enrolled in their own school and have no responsibility for child find for students in private schools.

Charter schools may not refer enrolled students to the local school district for child find.

4. The determination that a student is a “student with a disability” under the Rules must be made on an individual basis, by a group made up of the parent or student who is an adult and school personnel determined by the student’s LEA.
5. Major components of the child find system include:
  - a. LEA implementation, coordination, and tracking of child find activities and students identified, (34 CFR § 300.131).
  - b. USBE staff provision of ongoing technical assistance to LEAs, private schools, and other State agencies in implementing the child find system.
  - c. Implementation of the statewide data collection system for reporting student information, including Federal student count (34 CFR §§ 300.132, 300.640– 641) and the data requirements found in the Rules VI.B.3., which includes that:
    - (1) Each school district must maintain in its records, and provide to the USBE staff annually, the following information related to parentally placed or student who is an adult nonprofit private school students:
      - (a) The number of students evaluated and reevaluated within three years;
      - (b) The number of students determined to be students with disabilities; and
      - (c) The number of students served.
6. The collection and use of data to meet the requirements of this section are subject to the confidentiality of information provisions under the Rules and R277-487.

#### **II.B. REFERRAL (34 CFR § 300.301; RULES II.B.)**

1. Consistent with the consent requirements in Rules II.C., either a parent or the student who is an adult or an LEA may initiate a request for an initial evaluation to determine if a student is a student with a disability under Part B of the IDEA and the Rules. Upon receipt of a request for an evaluation, Ascent Academies of Utah must respond within a reasonable timeframe. The response may not be delayed due to Ascent Academies of Utah’s Response to Intervention process.

2. Ascent Academies of Utah shall provide an initial special education assessment for children who enter the custody of the Division of Child and Family Services (DCFS), upon request by that division and the LEA obtains appropriate parental consent for the evaluation for children whose school records indicate that they may have disabilities requiring special education services.

### **II.C. PARENTAL CONSENT (34 CFR § 300.300; RULES II.C.)**

1. Parental consent for initial evaluation.
  - a. The LEA proposing to conduct an initial evaluation to determine if a student qualifies as a student with a disability under the Rules must, after providing prior written notice to the parent or student who is an adult, obtain informed consent, consistent with Rules I.E.9, from the parent of the student or the student who is an adult before conducting the evaluation.
    - (1) Consent from a parent or student who is an adult for initial evaluation must not be construed as consent for initial provision of special education and related services.
    - (2) Ascent Academies of Utah must make reasonable efforts to obtain informed consent from the parent or student who is an adult for an initial evaluation to determine whether the student is a student with a disability.
    - (3) When conducting psychological evaluations, Ascent Academies of Utah must implement the parental or student who is an adult consent requirements of UCA 53E-9-203 (Student Privacy and Data Protection).
  - b. For initial evaluations only, if the student is a ward of the State and is not residing with the student's parent(s), Ascent Academies of Utah is not required to obtain informed consent from the parent for an initial evaluation to determine whether the student is a student with a disability if:
    - (1) Despite reasonable efforts to do so, Ascent Academies of Utah cannot discover the whereabouts of the parent(s) of the student;
    - (2) The rights of the parent(s) of the student have been terminated in accordance with State law; or
    - (3) The rights of the parent(s) to make educational decisions have been subrogated by a judge in accordance with State law and consent for an

initial evaluation has been given by an individual appointed by the judge to represent the student.

- c. If the parent(s) of a student or a student who is an adult enrolled in public school or seeking to be enrolled in public school does not provide consent for initial evaluation, or fails to respond to a request to provide consent, Ascent Academies of Utah may, but is not required to, pursue the initial evaluation of the student by utilizing the procedural safeguards or the due process procedures in Section IV of the Rules.

- (1) Ascent Academies of Utah does not violate its obligation under the child find provisions of the Rules if it declines to pursue the evaluation by utilizing the procedural safeguards or the due process procedures.

2. Parental consent for services.

- a. Ascent Academies of Utah that is responsible for making a FAPE available to a student with a disability must obtain informed consent from the parent(s) of the student or student who is an adult before the initial provision of special education and related services to the student.

- b. Ascent Academies of Utah must make reasonable efforts to obtain informed consent from the parent(s) or student who is an adult for the initial provision of special education and related services to the eligible student with disabilities.

- c. If the parent(s) of a student or student who is an adult fails to respond to a request for, or refuses to consent to, the initial provision of special education and related services, Ascent Academies of Utah:

- (1) May not use the procedures in of the Rules IV., including the mediation procedures or the due process procedures, in order to obtain agreement or a ruling that the services may be provided to the student;

- (2) Will not be considered to be in violation of the requirement to make available a FAPE to the student for the failure to provide the student with the special education and related services for which Ascent Academies of Utah requests consent; and

- (3) Is not required to convene an IEP Team meeting or develop an IEP for the student for the special education and related services for which Ascent Academies of Utah requests such consent.

- d. If, at any time subsequent to the initial provision of special education and related services, the parent(s) of a student or student who is an adult revokes consent in writing for the continued provision of special education and related services, Ascent Academies of Utah:
  - (1) May not continue to provide special education and related services to the student but must provide prior written notice in accordance with Rules IV.D. before ceasing the provision of special education and related services;
  - (2) May not use the procedures in Rules IV., including the mediation procedures or the due process procedures, in order to obtain agreement or a ruling that the services may be provided to the student;
  - (3) Will not be considered to be in violation of the requirement to make available a FAPE to the student for the failure to provide the student with the special education and related services for which Ascent Academies of Utah requests consent; and
  - (4) Is not required to convene an IEP Team meeting or develop an IEP for the student for the special education and related services for which Ascent Academies of Utah requests such consent (34 CFR § 300.300).

3. Parental consent for reevaluations.

- a. Ascent Academies of Utah must obtain informed parental or student who is an adult consent prior to conducting any reevaluation of a student with a disability.
- b. If the parent or student who is an adult refuse to consent to the reevaluation, Ascent Academies of Utah may, but is not required to, pursue the reevaluation by using the dispute resolution procedures provided in the procedural safeguards, and including mediation or due process procedures.
- c. Ascent Academies of Utah does not violate its obligation under child find if it declines to pursue the reevaluation.
- d. The informed parental or student who is an adult consent need not be obtained if the LEA can demonstrate that:
  - (1) It made reasonable efforts to obtain such consent; and
- e. The student's parent or the student who is an adult has failed to respond.

4. Other consent requirements.
  - a. Parental or student who is an adult consent is not required before:
    - (1) Reviewing existing data as part of an evaluation or a reevaluation; or
    - (2) Administering a test or other evaluation that is administered to all students unless consent is required for all students before administration of that test or evaluation.
  - b. Ascent Academies of Utah may not use a parent's or student who is an adult refusal to consent to one service or activity under Rules II.C.1., II.C.2., or II.C.3., to deny the parent or student any other service, benefit, or activity of the LEA, except as required by this part.
  - c. To meet the reasonable efforts requirement in Rules II.C.1.a.2., II.C.1.b.1., II.C.2.b., and II.C.3.d.1., Ascent Academies of Utah must document its attempts to obtain parental or student who is an adult consent using the procedures in Rules III.G.3.
  - d. Unless parent(s) or the student who is an adult revoke consent for special education and related services or refuse consent for initial placement, disagreements regarding the provision of IEP services should be resolved by the IEP Team and result in a completed IEP which includes all components necessary for the provision of FAPE.

**II.D. INITIAL EVALUATION (34 CFR § 300.301; RULES II.D.)**

1. Ascent Academies of Utah must conduct a full and individual initial evaluation to determine whether a student is a "student with a disability" under Part B of the IDEA and the Rules, and to determine the educational needs of the student.
2. The initial evaluation:
  - a. Must be conducted within 45 school days of receiving parental or student who is an adult consent for the evaluation, unless:
    - (1) The initial evaluation is requested by the Division of Child and Family Services (DCFS) and Ascent Academies of Utah obtains appropriate consent for the evaluation, in which case Ascent Academies of Utah shall provide an initial special education evaluation to an individual who enters DCFS custody if DCFS suspects the individual may be an eligible student



within 30 days after the day on which DCFS makes the request (UCA 53E-7-207).

- (a) Ascent Academies of Utah may refuse to conduct an evaluation described in the Rules II.a.(1). if Ascent Academies of Utah reviews the relevant data regarding the individual and, within ten days after the day on which Ascent Academies of Utah received the request described in the Rules II.a.(1)., gives the DCFS prior written notice of refusal to evaluate.
  - b. Must consist of procedures to determine:
    - (1) If the student is a student with a disability; and
    - (2) The educational needs of the student.
3. The timeframe shall not apply to Ascent Academies of Utah if:
  - a. The parent of a student repeatedly fails or refuses to produce the student for the evaluation; or
  - b. The student who is an adult repeatedly fails or refuses to participate in evaluation activities; or
  - c. A student enrolls in Ascent Academies of Utah after the relevant timeframe has begun, and prior to a determination by the student's previous LEA as to whether the student is a student with a disability.
  - d. The exception in Rules II.D.3.c. applies only if Ascent Academies of Utah is making sufficient progress to ensure a prompt completion of the evaluation, and the parent or student who is an adult and Ascent Academies of Utah agree to a specific time when the evaluation will be completed.

#### **II.E. SCREENING FOR INSTRUCTIONAL PURPOSES (34 CFR § 300.302; RULES II.E.)**

1. The screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation shall not be considered to be an evaluation for eligibility for special education and related services. Results of screenings should be considered by Ascent Academies of Utah for child find purposes.

**II.F. EVALUATION PROCEDURES (34 CFR § 300.304; RULES II.F.)**

1. Ascent Academies of Utah has established and implemented procedures that meet the evaluation requirements of Part B of the IDEA and the Rules as follows:
  - a. In conducting the evaluation, Ascent Academies of Utah must:
    - (1) Use a variety of assessment tools and strategies to gather relevant functional, developmental, and academic information about the student, including information provided by a parent or student who is an adult, that may assist in determining:
      - (a) Whether the student is a student with a disability; and
      - (b) The content of the student's IEP, including information related to enabling the student to be involved in and progress in the general education curriculum (or, for a student in preschool, to participate in appropriate activities);
    - (2) Not use any single procedure as the sole criterion for determining whether a student is a student with a disability and for determining an appropriate educational program for the student; and
    - (3) Use technically sound instruments that may assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors. Ascent Academies of Utah must consider the publication date and continued validity of assessments in use when new editions are published.
    - (4) Ascent Academies of Utah must ensure that assessments and other evaluation materials used to assess a student:
      - (a) Are selected and administered so as not to be discriminatory on a racial or cultural basis;
      - (b) Are provided and administered in the student's native language or other mode of communication, and in the form most likely to yield accurate information on what the student knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to so provide or administer;

- (c) Are selected to assess the specific areas of concern identified by the assessment/evaluation group, including the parent(s) or student who is an adult;
  - (d) Are used for the purposes for which the assessments or measures are valid and reliable;
  - (e) Are selected and administered by trained and knowledgeable personnel based upon the specific assessment's requirements; and
  - (f) Are administered and interpreted in accordance with any instructions and administrator requirements provided by the producer of the assessments and the Standards for Educational and Psychological Testing (AERA, APA, NCME, 2014).
    - (i) Ascent Academies of Utah must ensure and document that all evaluators meet the assessment publishers' administrator/interpreter/user requirements, (e.g., appropriate degree, higher education coursework in tests and measures, and supervised clinical experiences/practica).
    - (ii) Ascent Academies of Utah shall provide documentation to USBE staff upon request.
- (5) Ascent Academies of Utah must ensure that:
- (a) Assessments and other evaluation materials include those tailored to assess specific areas of educational need and not merely those that are designed to provide a single general intelligence quotient.
  - (b) Assessments are selected and administered so as best to ensure that if an assessment is administered to a student with impaired sensory, manual, or speaking skills, the assessment results accurately reflect the student's aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills (unless those skills are the factors that the test purports to measure).
  - (c) The administration of psychological testing and the evaluation or assessment of personal characteristics, such as intelligence (e.g., cognitive, IQ), personality, abilities, interests, aptitudes, and neuropsychological functioning are only administered and

interpreted by personnel who have been trained and fully meet the administrator/ interpreter/user qualifications of the test publisher (e.g., appropriate degree, higher education coursework in tests and measures, and supervised clinical experiences/practica).

- (d) The student is assessed in all areas related to the suspected disability, including, if appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status, and motor abilities.
  - (e) Assessments of students with disabilities who transfer from another LEA to Ascent Academies of Utah in the same school year are coordinated with those students' prior and subsequent schools, as necessary and as expeditiously as possible, to ensure prompt completion of full evaluations.
  - (f) In evaluating each student with a disability, the evaluation is sufficiently comprehensive to identify all the student's special education and related services needs, whether or not commonly linked to the disability category in which the student has been classified.
  - (g) Assessment tools and strategies provide relevant information that directly assists persons in determining the educational needs of the student are provided.
- b. The USDB is available to LEAs for assessments of students with visual impairment and hearing loss, as well as professional learning on appropriate administration of assessments, and procedures to ensure appropriate interpretation of assessments (R277-800-7).

## **II.G. REEVALUATION PROCEDURES (34 CFR § 300.303; RULES II.G.)**

1. Ascent Academies of Utah must ensure that a reevaluation of each student with a disability is conducted:
  - a. If Ascent Academies of Utah determines that the educational or related services needs, including improved academic achievement and functional performance, of the student warrant a reevaluation; or
  - b. If the student's parents or student who is an adult or teacher requests a reevaluation.

2. A reevaluation:
  - a. May occur not more than once a year, unless the parents or student who is an adult and Ascent Academies of Utah agree otherwise; and
  - b. Must occur at least once every three years, unless the parents or adult student and Ascent Academies of Utah agree that a reevaluation is unnecessary as there are data available to continue eligibility and determine the educational needs of the student. When the parents or student who is an adult and LEA agree that a reevaluation is unnecessary, the group must document data reviewed and used in an evaluation report and complete an eligibility determination.

**II.H. ADDITIONAL REQUIREMENTS FOR INITIAL EVALUATIONS AND REEVALUATION PROCEDURES  
(34 CFR § 300.305; RULES II.H.)**

1. As part of any initial evaluation (if appropriate) and as part of any reevaluation, the IEP Team and other qualified professionals, as appropriate, must:
  - a. Review existing evaluation data on the student, including:
    - (1) Evaluations and information provided by the parent(s) of the student or the student who is an adult;
    - (2) Current classroom-based, local, or State assessments, and classroom-based observations; and
    - (3) Observations by teachers and related services providers; and
  - b. On the basis of that review, and input from the student's parent(s) or the adult student, identify what additional data, if any, are needed to determine:
    - (1) Whether the student is a student with a disability and the educational needs of the student; or, in the case of a reevaluation of a student, whether the student continues to have such a disability, and the educational needs of the student;
    - (2) The present levels of academic achievement and related developmental needs of the student;
    - (3) Whether the student needs special education and related services; or, in the case of a reevaluation of a student, whether the student continues to need special education and related services; and

- (4) Whether any additions or modifications to the special education and related services are needed to enable the student to meet the measurable annual goals set out in the IEP of the student and to participate, as appropriate, in the general education curriculum.
2. The IEP Team and other qualified professionals, as appropriate, may conduct its review of existing data without a meeting.
3. Ascent Academies of Utah must administer such assessments and other evaluation measures as may be needed to produce the data needed to determine continuing eligibility.
4. If the IEP Team and other qualified professionals, as appropriate, determine that no additional data are needed to determine whether the student continues to be a student with a disability and to determine the student's educational needs, the LEA must notify the student's parent(s) or student who is an adult of:
  - a. That determination and the reasons for the determination; and
  - b. The right of the parent(s) or student who is an adult to request an assessment to determine whether the student continues to be a student with a disability, and to determine the student's educational needs.
5. Ascent Academies of Utah is not required to conduct the assessment for reevaluation described in Rules II.H.4.b unless requested to do so by the student's parent(s) or the student who is an adult.
6. Evaluations before change in eligibility.
  - a. Ascent Academies of Utah must evaluate a student with a disability before determining that the student is no longer a student with a disability.
  - b. The evaluation is not required before the termination of a student's eligibility due to graduation from secondary school with a regular diploma, or due to exceeding the age eligibility for FAPE under State law (i.e., age 22).
  - c. For a student whose eligibility terminates due to graduation from secondary school with a regular high school diploma or due to exceeding the age eligibility for FAPE under State law, Ascent Academies of Utah must provide the student with a summary of the student's academic achievement and functional performance, which shall include recommendations on how to assist the student in meeting the student's postsecondary goals.

**II.I. DETERMINATION OF ELIGIBILITY (34 CFR § 300.306; RULES II.I.)**

1. Upon completion of the administration of assessments and other evaluation measures, a group of qualified professionals and the parents of the student or the student who is an adult determine eligibility under Part B of the IDEA and the Rules, including:
  - a. Whether that student is a student with a disability, and
  - b. The educational needs of the student.
2. Ascent Academies of Utah shall provide the parents or adult student with a copy of the evaluation report and the documentation of determination of eligibility.
3. A student must not be determined to be a student with a disability:
  - a. If the determinant factor for that determination is:
    - (1) Lack of appropriate instruction in the science of reading, including the essential components of reading instruction (explicit and systematic instruction in phonemic awareness, phonics, vocabulary development, reading fluency including oral reading skills, and reading comprehension strategies) (20 USC 6368(3));
    - (2) Lack of appropriate instruction in mathematics; or
    - (3) Limited English proficiency; and
  - b. If the student does not otherwise meet the eligibility criteria.
4. Procedures for determining eligibility and educational need.
  - a. In interpreting evaluation data for the purpose of determining if a student is a student with a disability and the educational needs of the student, Ascent Academies of Utah must:
    - (1) Draw upon information from a variety of sources, such as aptitude and achievement tests, parent or student who is an adult input, teacher recommendations, physical condition, social or cultural background, and adaptive behavior; and
    - (2) Ensure that information obtained from all of these sources is documented and carefully considered.

- b. If a determination is made that a student has a disability and needs special education and related services, an IEP must be developed for the student within 30 calendar days.

**II.J. CATEGORICAL DEFINITIONS, CRITERIA, AND ASSESSMENTS (34 CFR § 300.8; 34 CFR § 300.304 34 CFR § 300.306; RULES II.J.)**

1. Ascent Academies of Utah has adopted the criteria and evaluation procedures, by category, for determining eligibility for a student with disabilities under Part B of the IDEA and the Rules II.J.1-13. Including: Specific Learning Disabilities (Rules II.J.11.).
  - a. Definition (34 CFR § 300.8(C)(10)); Rules II.J.11.a.
    - (1) *Specific learning disabilities* means a disorder in one or more of the basic psychological processes involved in understanding or in using language, spoken or written, that may manifest itself in the imperfect ability to listen, think, speak, read, write, spell, or do mathematical calculations, including conditions such as perceptual disabilities, brain injury, minimal brain dysfunction, dyslexia, and developmental aphasia, that affects a student's educational performance.
    - (2) *Specific learning disabilities* does not include learning problems that are primarily the result of visual, hearing, or motor disabilities; of intellectual disability; of emotional behavioral disability; or of environmental, cultural, or economic disadvantage.
  - b. Procedures for Identifying Students with Specific Learning Disabilities (34 CFR § 300.307; Rules II.J.11.b).
    - (1) Ascent Academies of Utah has adopted the following method for determining a student's eligibility under the specific learning disability category. An LEA may use one of the following methods for determining a student's eligibility under the specific learning disability category:
      - (a) A Combination method of:
        - (i) A process based on the student's response to scientific, research- based intervention called the Response to Intervention (RtI) method which shows the student does not make sufficient progress to meet age or State-approved grade-level standards in one or more of the areas identified in Rules II.J.10.b.(3)(a) (the



group must refer to the USBE Specific Learning Disability Eligibility Guidelines when using this method), and,

- (ii) A discrepancy analysis which considers if the student's scores demonstrate a severe discrepancy between the student's intellectual ability and academic achievement in one or more of the areas identified in Rules II.J.10.b.(3)(a) (the group must refer to the USBE Specific Learning Disability Eligibility Guidelines when using this method).

(2) Additional group members (34 CFR § 300.308; Rules II.J.11.b.(2)).

- (a) The determination of whether a student suspected of having a specific learning disability is a student with a disability must be made by the student's parent(s) or student who is an adult and a group of qualified professionals, which must include:
  - (b) The student's regular teacher; or
  - (c) If the student does not have a regular teacher, a regular classroom teacher qualified to teach a student of the student's age; or
  - (d) For a student of less than school age; an individual qualified by the USBE to teach a student of the student's age; and
  - (e) At least one person qualified to conduct individual diagnostic examinations of students and interpret the results of those assessments (as per the publisher's assessment administration criteria), such as a school psychologist, speech language pathologist, reading teacher or reading specialist, or special education teacher.

(3) Determining the existence of a specific learning disability (34 CFR § 300.309; Rules II.J.11.b.(3)).

- (a) The group described may determine that a student has a specific learning disability if:
  - (b) The student does not achieve adequately for the student's age or to meet State-approved grade-level standards in one or more of the following areas, when provided with learning experiences and instruction appropriate for the student's age or State-approved grade-level standards:

- (i) Oral expression;
  - (ii) Listening comprehension;
  - (iii) Written expression;
  - (iv) Basic reading skills;
  - (v) Reading fluency skills;
  - (vi) Reading comprehension;
  - (vii) Mathematics calculation;
  - (viii) Mathematics problem solving.
- (c) The group determines that its findings are not primarily the result of:
- (i) A visual, hearing, or motor disability;
  - (ii) Intellectual disability;
  - (iii) Emotional-behavioral disability;
  - (iv) Cultural factors;
  - (v) Environmental or economic disadvantage; or
  - (vi) Limited English proficiency.
- (4) The specific learning disability must adversely affect the student's educational performance.
- (5) The student with the specific learning disability must need special education and related services (34 CFR § 300.8(a); Rules II.J.11.b.(5)).
- (6) The group must determine that the specific learning disability is the student's primary disability.
- c. Evaluation (34 CFR § 300.309(b)–(c); Rules II.J.11.c).
- (1) An evaluation must include a variety of assessment tools and strategies and cannot rely on any single procedure as the sole criterion.
  - (2) To ensure that underachievement in a student suspected of having a specific learning disability is not due to lack of appropriate instruction in reading or math, the group must consider, as part of the evaluation:

- (a) Data that demonstrate that prior to, or as a part of, the referral process, the student was provided appropriate instruction in regular education settings, delivered by qualified personnel; and
  - (b) Data-based documentation of repeated assessments of achievement at reasonable intervals, reflecting formal assessment of student progress during instruction, which was provided to the student's parent(s) or the student who is an adult.
- (3) Ascent Academies of Utah must promptly request parental consent or consent of the adult student to evaluate the student to determine if the student needs special education and related services, and must adhere to the 45-school-day evaluation timeframe, unless extended by mutual written agreement of the student's parent(s) or student who is an adult and a group of qualified professionals:
- (a) If, prior to a referral, a student has not made adequate progress after an appropriate period of time as determined by Ascent Academies of Utah when provided appropriate instruction, and
  - (b) Whenever a student is referred for an evaluation.
- (4) Observation (34 CFR § 300.310(a)–(c); Rules II.J.11.b.(4)).
- (a) Ascent Academies of Utah must ensure that the student is observed in the student's learning environment (including the regular classroom setting) to document the student's academic performance and behavior in the areas of concern.
  - (b) The group must decide to:
    - (i) Use information from an observation in routine classroom instruction and monitoring of the student's performance that was done before the student was referred for an evaluation; or
    - (ii) Have at least one member of the group conduct an observation of the student's academic performance in the regular classroom after the student has been referred for an evaluation and parental consent or consent of the student who is an adult is obtained.

- (c) If the student is a home-schooled student, Ascent Academies of Utah may determine how to conduct the observation and who will conduct it.
  - (d) In the case of a student of less than school age or who is out of school, a group member must observe the student in an environment appropriate for a student of that age.
- (5) Specific documentation for the eligibility determination (34 CFR § 300.311; Rules II.J.11.b.(5)). The group's documentation of the determination of eligibility with a specific learning disability must contain a statement of:
- (a) Whether the student has a specific learning disability;
  - (b) The basis for making the determination, including an assurance that the determination has been made in accordance with Rules II.I.;
  - (c) The relevant behavior, if any, noted during the observation of the student and the relationship of that behavior to the student's academic functioning;
  - (d) The educationally relevant medical findings, if any; and
  - (e) Whether the student meets the criteria below.
  - (f) Combination (RtI and discrepancy analysis). Does not make sufficient progress to meet State-approved age- or grade-level standards when using a process based on the student's response to scientific evidence-based interventions and considers scores that demonstrate a severe discrepancy between the student's academic achievement and intellectual ability in one or more of the areas of specific learning disability (the group must refer to the USBE Specific Learning Disability Eligibility Guidelines when using this method).
    - (i) Ascent Academies of Utah has a process that assesses a student's response to scientific, research-based intervention as part of determining if the student has a specific learning disability. This process must include:
    - (ii) High quality research-based instruction delivered by qualified staff in the general education setting; and

- (iii) Assessment of student performance that specifically includes universal screening and progress-monitoring; and
- (iv) Multiple tiers of evidence-based interventions to address individual student difficulties; and
- (v) Documentation of systematic and regular parent, student who is an adult, and/or family involvement and communication as well as notification about:
  - (A) The State's policies regarding the amount and nature of student performance data that would be collected and the general education services that would be provided (the group must refer to the USBE Specific Learning Disability Eligibility Guidelines when using this method);
  - (B) Strategies for increasing the student's rate of learning; and
  - (C) The parent(s)' or the student's, who is an adult, right to request an evaluation; and
- (vi) System supports (e.g., leadership, problem-solving, data management systems, coaching and collaboration, professional learning, and measures of fidelity) in place to ensure effective implementation; or
- (vii) The instructional strategies used and the student-centered data collected.
- (viii) The group must document that the student's performance on a standardized, norm-referenced, individually administered achievement measure in the area of the suspected disability, and
- (ix) That the student scored above the intellectual disability range on a standardized, norm-referenced, individually administered measure of intellectual ability, and
  - (A) The comparison of the standard scores on the tests of achievement and intellectual ability using an LEA board-approved and USBE-reviewed discrepancy analysis. The group must document consideration of the discrepancy analysis and the group's determination of whether or not it represents a severe discrepancy.

- (6) The determination of the group concerning the effects of a visual, hearing, or motor disability; intellectual disability; emotional- behavioral disability; cultural factors; environmental or economic disadvantage; or limited English proficiency on the student's achievement level;
- (7) The requirements of Rules II.D.–H. must be met.
- (8) Each group member must certify in writing whether the report reflects the member's conclusion (§ 300.311(b)). If it does not reflect the member's conclusion, the group member must submit a separate statement presenting the member's conclusions.

### **III. IEP DEVELOPMENT AND SERVICE DELIVERY**

#### **III.A. INDIVIDUALIZED EDUCATION PROGRAM (IEP) (RULES III.A.)**

1. Ascent Academies of Utah implements the following IEP requirements, including the Least Restrictive Environment (LRE) requirements, consistent with Part B of the IDEA and the Rules, as well as R277-750, R277-800, and R277-801.

#### **III.B. WHEN IEPS MUST BE IN EFFECT (34 CFR § 300.323; RULES III.B.)**

1. At the beginning of each school year, Ascent Academies of Utah must have an IEP in effect for each student with a disability within its jurisdiction.
2. Ascent Academies of Utah must ensure that:
  - a. A meeting to develop an IEP for a student is conducted within 30 calendar days of a determination that the student needs special education and related services; and
  - b. As soon as possible following development of the IEP, special education and related services are made available to the student in accordance with the student's IEP.
  - c. Ascent Academies of Utah must ensure that the student's IEP is:
    - (1) Accessible to each regular education teacher, special education teacher, related service provider, and any other service provider who is responsible for its implementation; and
    - (2) Each teacher and provider is informed of:
      - (a) The teacher's specific responsibilities related to implementing the student's IEP; and
      - (b) The specific accommodations, modifications, and supports that must be provided for the student in accordance with the IEP.
3. Documentation of IEP implementation shall be provided to USBE upon request.

#### **III.C. STUDENTS WHO TRANSFER (34 CFR § 300.323; RULES III.C.)**

1. Transfers within Utah.

- a. In the case of a student with a disability with a current IEP who transfers from one LEA to another within the State within the same school year and enrolls in a new school, Ascent Academies of Utah, in consultation with the parent(s) or student who is an adult, must provide a FAPE to the student, including services comparable to those described in the previously held IEP, until such time as Ascent Academies of Utah:
    - (1) Adopts the previously held IEP, or
    - (2) Develops, adopts, and implements a new IEP that is consistent with Federal regulations and the Rules.
  - b. The requirements of 34 CFR § 300.323 also apply for students transferring from an LEA placement to a local juvenile or adult correctional facility or temporary State placement for observation and assessment.
2. Transfers from out of State.
- a. In the case of a student with a disability with a current IEP who transfers LEAs within the same school year, who enrolls in a new school, and who has an IEP that was in effect in another State, Ascent Academies of Utah, in consultation with the parent(s) or student who is an adult, must provide the student with a FAPE, including services comparable to those described in the previously held IEP, until Ascent Academies of Utah:
    - (1) Conducts an evaluation, if determined to be necessary by Ascent Academies of Utah; and
    - (2) Develops a new IEP, if appropriate, that is consistent with Federal and State law.
  - b. The evaluation for eligibility that may be conducted by Ascent Academies of Utah is considered an initial evaluation, not a reevaluation (71 Federal Register 4668- 82).
3. To facilitate the transition for a student described above:
- a. Ascent Academies of Utah must take reasonable steps to promptly obtain the student's records, including the IEP and supporting documents and any other records relating to the provision of special education or related services to the student, from the previous LEA in which the student was enrolled; and



- b. The previous LEA in which the student was enrolled must take reasonable steps to promptly respond to the request from Ascent Academies of Utah.
  - c. The LEA transferring the records must keep a copy of the records for at least three years after the transfer as outlined in Rule VIII.S.
4. Experiencing difficulty in obtaining the IEP from the previous LEA does not relieve the LEA where the student is currently enrolled of its obligation to have a current IEP in place for a student who is eligible.

**III.D. LEA RESPONSIBILITY FOR IEP MEETINGS (34 CFR § 300.323(C)(1); RULES III.D.)**

1. Ascent Academies of Utah is responsible for initiating and conducting meetings for the purpose of developing, reviewing, and revising the IEP of a student with a disability age 3 through 21, consistent with the Rules.
2. A meeting to develop an IEP for a student who is eligible must be conducted within 30 calendar days of a determination that a student needs special education and related services.

**III.E. IEP TEAM MEMBERSHIP (34 CFR § 300.321; RULES III.E.)**

1. Ascent Academies of Utah must ensure that the IEP Team for each student with a disability includes:
  - a. The parents of the student or the student who is an adult;
  - b. Not less than one regular education teacher of the student (if the student is, or may be, participating in the regular education environment);
  - c. Not less than one special education teacher of the student, or where appropriate, not less than one special education provider of the student;
  - d. A representative of Ascent Academies of Utah who:
    - (1) Is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of students with disabilities;
    - (2) Is knowledgeable about the general education curriculum; and
    - (3) Is knowledgeable about the availability of resources of the LEA.

- (4) Ascent Academies of Utah may designate a Ascent Academies of Utah member of the IEP Team to also serve as the LEA representative, if the above criteria are satisfied.
- e. A representative of USDB and the LEA of residence when the student's placement is at USDB, when the IEP Team is considering placement at USDB, or when the student receives 180 minutes or more of special education and/or related services from USDB.
  - f. An individual who can interpret the instructional implications of evaluation results, who may be a member of the team described in this section of the Rules;
  - g. At the discretion of the parent or student who is an adult or the LEA, other individuals who have knowledge or special expertise regarding the student, including related services personnel as appropriate; and
  - h. Whenever appropriate, the student with a disability.
  - i. The determination of knowledge or special expertise of any individual described in the Rules III.E.6 above must be made by the party (parents or student who is an adult or LEA) who invited the individual to be a member of the IEP Team.
  - j. If a purpose of the IEP Team meeting is consideration of the postsecondary goals for the student and the postsecondary transition services needed to assist the student in reaching those goals, the LEA must invite the student with a disability to attend the student's IEP meeting. If the student does not attend the IEP meeting, Ascent Academies of Utah must take other steps to ensure that the student's preferences and interests are considered.
  - k. To the extent appropriate, with the written consent of the parents or student who is an adult, Ascent Academies of Utah must invite a representative of any participating agency that is likely to be responsible for providing or paying for postsecondary transition services.
  - l. Signatures on an IEP denote participation of IEP Team members in the development of the IEP.

**III.F. IEP TEAM ATTENDANCE (34 CFR § 300.321; RULES III.F.)**

1. A required member of the IEP Team is not required to attend a particular IEP Team meeting, in whole or in part, if the parents of a student with a disability or student who is an adult and the LEA agree, in writing, that the attendance of the member is not necessary because the member's area of the curriculum or related services is not being modified or discussed in the meeting.
2. A required member of the IEP Team may be excused from attending an IEP meeting, in whole or in part, when the meeting involves a modification to or discussion of the member's area of the curriculum or related services, if:
  - a. The parents or student who is an adult, in writing, and the LEA consent to the excusal; and
  - b. The member submits, in writing, to the parents or student who is an adult and the IEP Team, input into the development of the IEP prior to the meeting.

**III.G. PARENT PARTICIPATION (34 CFR § 300.322; RULES III.G.)**

1. Ascent Academies of Utah must take steps to ensure that one or both of the parents of a student with a disability or the student who is an adult are present at each IEP meeting or are afforded the opportunity to participate, including:
  - a. Notifying parents or student who is an adult of the meeting early enough to ensure that they will have an opportunity to attend; and
  - b. Scheduling the meeting at a mutually agreed-on time and place.
2. If the parents or student who is an adult cannot attend, Ascent Academies of Utah must use other methods to ensure participation of the parents or the student who is an adult, including individual or conference telephone calls. The parents of a student with a disability or the student who is an adult and Ascent Academies of Utah may agree to use alternative means of meeting participation, such as video conferences and conference calls (34 CFR § 300.328).
3. A meeting may be conducted without a parent or the student who is an adult in attendance if Ascent Academies of Utah is unable to convince the parent(s) or the student who is an adult that they should attend. In this case, Ascent Academies of Utah must keep a record of its attempts to arrange a mutually agreed-on time and place, such as:

- a. Detailed records of telephone calls made or attempted and the results of those calls;
  - b. Copies of correspondence sent to the parents or student who is an adult and any responses received; and
  - c. Detailed records of visits made to the parents' or student who is an adult home or place of employment and the results of those visits.
4. Ascent Academies of Utah must take whatever action is necessary to ensure that the parent(s) or student who is an adult understands the proceedings of the IEP Team meeting, including arranging for an interpreter for parent(s) or student who is an adult with deafness or whose native language is other than English.
- a. Under UCA 35A-13-604, an individual is required to be certified as an interpreter if that individual provides interpreter services for deaf and hard of hearing individuals.
  - b. An individual providing interpreting services other than those for deaf and hard of hearing individuals shall be trained.
5. The parent(s) of a student with a disability or student who is an adult are participants along with school personnel in developing, reviewing, and revising the IEP for their student. This is an active role in which the parent(s) or student who is an adult:
- a. Provide critical information regarding the strengths of the student and express their concerns for enhancing the education of the student;
  - b. Participate in the discussion of the student's need for special education and related services, and supplementary aids and services; and
  - c. Join with other participants in deciding how the student will be involved and progress in the general curriculum, how the student will participate in State- and LEA-wide assessments, and what services Ascent Academies of Utah will provide to the student and in what setting.
6. Ascent Academies of Utah must give the parent(s) or adult student a copy of the student's IEP at no cost to the parent(s) or student who is an adult.

**III.H. NOTICE OF MEETING (34 CFR § 300.322; RULES III.H.)**

1. The notice of meeting required to be provided to the parent(s) or student who is an adult must:
  - a. Indicate the purpose, time, and location of the meeting and who will be in attendance; and
  - b. Inform the parent(s) or student who is an adult of the provision for participation of other individuals who have knowledge or special expertise about the student on the IEP Team.
  - c. Inform the parent(s) that at their request the Part C service coordinator or other representatives of the Part C system may be invited to participate at the initial IEP Team meeting for a student previously served under Part C of the IDEA.
2. For a student with a disability, ages 14 and older, or younger if determined appropriate by the IEP Team, the IEP notice of meeting also must:
  - a. Indicate that a purpose of the meeting will be the consideration of the postsecondary goals and postsecondary transition services for the student; and
  - b. Indicate that Ascent Academies of Utah will invite the student; and
  - c. Identify any other agency that will be invited, with parental or student who is an adult consent, to send a representative.
3. When conducting IEP Team meetings and placement meetings and carrying out administrative matters, the parent(s) of a student with a disability or student who is an adult and Ascent Academies of Utah may agree to use alternative means of meeting participation such as video conferences and conference calls (34 CFR § 300.328).

**III.I. DEVELOPMENT, REVIEW, AND REVISION OF THE IEP (34 CFR § 300.324; RULES III.I.)**

1. Development, review, and revision of the IEP.
  - a. In developing each student's IEP, the IEP Team must consider:
    - (1) The strengths of the student;

- (2) The concerns of the parent(s) or adult student for enhancing the education of the student;
  - (3) The results of the initial or most recent evaluation of the student, and
  - (4) The academic, developmental, and functional needs of the student.
- b. The IEP Team, in conducting a meeting to develop, review and, if appropriate, revise a student's IEP, must consider the following special factors:
- (1) In the case of a student with limited English proficiency (LEP), consider the language needs of the student as those needs relate to the student's IEP;
  - (2) In the case of a student who is blind or visually impaired, provide for instruction in braille and the use of braille unless the IEP Team determines, after an evaluation of the student's reading and writing skills, needs, and appropriate reading and writing media (including an evaluation of the student's future needs for instruction in braille or the use of braille), that instruction in braille or the use of braille is not appropriate for the student;
    - (a) Prior to determining whether a student who is blind should use braille as the primary reading mode, the student's IEP Team must be provided (through pertinent literature or discussions with competent braille users and educators, or both) with detailed information about the use and efficiency of braille as a reading medium, in order to make an informed choice as to the student's primary reading.
  - (3) Consider the communication needs of the student and, in the case of a student who is deaf or hard of hearing, consider the student's language and communication needs, opportunities for direct communication with peers and professional personnel in the student's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the student's language and communication mode;
  - (4) Consider whether the student needs assistive technology devices and services in school and on a case-by-case basis, in a student's home or other setting; and
  - (5) In the case of a student whose behavior impedes the student's learning or that of others, consider the use of positive behavior interventions and

supports, and other strategies (e.g., conduct an functional behavior assessment, develop a behavior intervention plan), to address that behavior.

- (a) When making decisions on behavior interventions, the IEP Team must refer to the USBE Technical Assistance (TA) manual that outlines the Least Restrictive Behavior Interventions (LRBI) for information on research-based intervention procedures.
    - (i) Emergency safety interventions may only be included in an IEP as a planned intervention when the IEP Team agrees that less restrictive means which meet circumstances in R277-608 have been attempted, an FBA has been conducted, and a BIP based on data analysis has been developed and implemented (R277-609).
  - (b) The purpose of the LRBI related to the use of positive behavior supports and behavior interventions in schools is to:
    - (i) Protect the safety and well-being of all students;
    - (ii) Provide protection for students, teachers, other school personnel, and LEAs; and
    - (iii) Ensure that parent(s) or students who is an adult are involved in the consideration and selection of behavior interventions to be used.
  - (c) When an emergency situation occurs that requires the immediate use of an emergency safety intervention to protect the student or others from harm, the staff shall comply with requirements in R277-609 with regards to time limitations and parental or student who is an adult notification.
  - (d) As appropriate, the student should receive an FBA and behavior intervention services and modifications that are designed to address the behavior (34 CFR § 300.530(d)(1)(ii)).
- c. If, in considering the special factors described above, the IEP Team determines that a student needs a particular device or services for educational purposes (including an intervention, accommodation, or other program modification) in

order for the student to receive a FAPE, the IEP Team must include a statement to that effect in the student's IEP.

- d. A regular education teacher of a student with a disability, as a member of the IEP Team, must, to the extent appropriate, participate in the development of the IEP of the student, including the determination of:
  - (1) Appropriate positive behavior interventions and supports and other strategies for the student; and
  - (2) Supplementary aids and services, program modifications, and support for school personnel consistent with the IEP.

2. Changes to the IEP.

- a. In making changes to a student's IEP after the annual IEP Team meeting for a school year, the parent(s) of a student with a disability or student who is an adult and Ascent Academies of Utah may agree not to convene an IEP meeting for the purposes of making those changes, and instead may develop a written document to amend or modify the student's current IEP.
  - (1) The LEA shall convene a meeting with the IEP Team regarding material or substantial changes to the IEP (e.g., the amount of service time, change in placement, termination of services).
- b. Amendments to the IEP without a team meeting may be made only with the agreement of Ascent Academies of Utah and the parent(s), accompanied by documentation and evidence that all team members were given the opportunity to provide input to the decision.
  - (1) Amendments such as a change in the amount of special education or special education and related services that is no more than 30 minutes per week, a change of location that is no more than 60 minutes per week, or a goal change that is the next logical step forward or backwards and is based on the student's progress may be made without a team meeting.
  - (2) If the change involves a move on the continuum of Least Restrictive Environment placement options, or the amount of services to be changed is more than indicated above, or a service is to be added, an IEP Team meeting is held, with a Notice of Meeting to all team members.
- c. Upon request, the parent(s) or student who is an adult must be provided with a revised copy of the IEP with the amendments incorporated.



- d. If changes are made to the student's IEP through the amendment process, Ascent Academies of Utah must ensure that the student's IEP Team is informed of those changes.
3. To the extent possible, Ascent Academies of Utah must encourage the consolidation of reevaluation meetings and other IEP Team meetings for the student (34 CFR § 300.324(a)(5)).
  4. Review and revision of the IEP.
    - a. Ascent Academies of Utah must ensure that the IEP Team:
      - (1) Reviews the student's IEP periodically, but not less than annually, to determine whether the annual goals for the student are being achieved; and
      - (2) Revises the IEP, as appropriate, to address:
        - (a) Any lack of expected progress toward the annual goals in the IEP and in the general education curriculum, if appropriate;
        - (b) The results of any reevaluation;
        - (c) Information about the student provided to, or by, the parent(s) or adult student;
        - (d) The student's anticipated needs; or
        - (e) Other matters.
      - (3) In conducting a review of the student's IEP, the IEP Team must consider the special factors in the Rules III.I.1.b.
      - (4) A regular education teacher of the student, as a member of the IEP Team, must participate in the review and revision of the IEP of the student, if the student is or may be participating in the general education classroom.
      - (5) If a participating agency, other than Ascent Academies of Utah, fails to provide the postsecondary transition services described in the IEP, Ascent Academies of Utah must reconvene the IEP Team to identify alternative strategies to meet the postsecondary transition objectives for the student set out in the IEP.
      - (6) Nothing in this part relieves any participating agency, including a State vocational rehabilitation agency, of the responsibility to provide or pay for

any postsecondary transition service that the agency would otherwise provide to students with disabilities who meet the eligibility criteria of that agency.

**III.J. DEFINITION OF THE INDIVIDUALIZED EDUCATION PROGRAM (IEP) (34 CFR § 300.320; RULES III.J.)**

1. The term *individualized education program* (IEP) means a written statement for each student with a disability that is developed, reviewed, and revised in a meeting. The IEP is designed to meet the student's unique needs based on their disability, and prepare them for further education, employment, and independent living.
2. The IEP must include:
  - a. A statement of the student's present levels of academic achievement and functional performance (PLAAFP), including:
    - (1) How the student's disability affects the student's involvement and progress in the general education curriculum (i.e., the same grade-level curriculum as for students who are non-disabled); or
    - (2) For students in preschool, as appropriate, how the disability affects the student's participation in appropriate activities; and
    - (3) For students who are blind, the results obtained from a braille-related or braille skills assessment;
  - b. A statement of measurable annual goals, that describes what the student is reasonably expected to accomplish in a year and the conditions in which the goals will be performed, including academic and functional goals designed to:
    - (1) Meet the student's needs that result from the student's disability to enable the student to be involved in and make progress in the grade-level general education curriculum; and
    - (2) Meet each of the student's other educational needs that result from the student's disability;
  - c. For a student with a disability, ages 14 and older, an annual IEP goal related to the student's postsecondary transition service needs.
  - d. For eligible students with significant cognitive disabilities who will participate in grade-level alternate achievement standards (i.e., Essential Elements):

- (1) Notification to the parent(s) or adult student that the student's academic achievement will be measured through an assessment of the grade-level Utah alternate achievement standards and how participation in such alternate achievement assessments may delay or otherwise affect the student from completing the requirements for a regular high school diploma; and
  - (2) A description of benchmarks or short-term objectives for each annual goal;
- e. A description of:
- (1) How the student's progress toward meeting the annual IEP goals will be measured; and
  - (2) When periodic reports to the parent(s) or adult student on the progress the student is making toward meeting the annual IEP goals (such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards) will be provided;
- f. A statement of the special education and related services and supplementary aids and services (including assistive technology), based on peer-reviewed research to the extent practicable, to be provided to the student, or on behalf of the student, and a statement of the program modifications or supports for school personnel that will be provided to enable the student:
- (1) To advance appropriately toward attaining the annual goals;
  - (2) To be involved in and make progress in the grade-level general education curriculum, and to participate in extracurricular and other nonacademic activities; and
  - (3) To be educated and participate with other similar-aged students with disabilities and non-disabled students in the activities described in this section;
- g. An explanation of the extent, if any, to which the student will not participate with similar-aged non-disabled students in the regular education environment and in the activities described in this section;
- h. A statement of:

- (1) Any individual appropriate accommodations that are necessary to measure the academic achievement and functional performance of the student on all grade-level State- and LEA-wide assessments; and
- (2) If the IEP Team determines that the student must take an alternate assessment instead of a particular regular State- or LEA-wide assessment of student achievement, a statement of why:
  - (a) The student cannot participate in the regular assessment; and
  - (b) The particular alternate assessment selected is appropriate for the student; and
  - (c) All students, including students with disabilities, participate in statewide assessments. Ascent Academies of Utah reports the results of statewide assessments on the website. If more than one percent of students with significant cognitive disabilities participate in an alternate assessment, Ascent Academies of Utah will submit justification to the USBE on the need to exceed the cap.
- i. The projected date for the beginning of the services and modifications, and the anticipated frequency, location, and duration of those services and modifications.
- j. A statement of school to post-school transition services.
  - (1) For a student with a disability, ages 14 and older, or younger if determined appropriate by the IEP Team, and updated annually thereafter, the IEP must include:
  - (2) Appropriate measurable postsecondary goals based upon age-appropriate postsecondary transition assessments related to training or education, employment, and, where appropriate, independent living skills; and
  - (3) The postsecondary transition services (including courses of study) needed to assist the student in reaching those goals.
- k. Transfer of rights at age of majority.
  - (1) Beginning not later than one year before the student reaches the age of majority (age 18 in Utah), the IEP must include a statement that the student has been informed of the student's rights under Part B of the

IDEA that will transfer to the student on reaching the age of majority. The transfer of rights also occurs upon notification to the LEA that a student has married or become emancipated before age 18.

- l. Nothing in this section shall be construed to require that additional information be included in a student's IEP beyond what is explicitly required in Section 614 of Part B of the IDEA, or require the IEP Team to include information under one component of a student's IEP that is already contained under another component of the student's IEP.
- m. IEP Teams should discuss and address, if appropriate, student participation in not only the grade-level Utah Core Standards, but other general education activities and courses (e.g., health and maturation, suicide prevention), as well as the Statewide Online Education Program (SOEP) or other online, distance, blended, or competency-based courses, as well as courses taken through Career and Technical Education (CTE) programs and concurrent enrollment. Students with disabilities may require special education and related services and accommodations for equitable participation, in conjunction with Part B of the IDEA, the Rules, R277-418, R277-713, and R277-726.

### **III.K. PHYSICAL EDUCATION 34 CFR § 300.108 (RULES III.L.)**

1. Physical education services, specially designed if necessary, must be made available to every student with a disability receiving a FAPE, unless Ascent Academies of Utah enrolls students without disabilities and does not provide physical education to students without disabilities in the same grades.
2. Each student with a disability must be afforded the opportunity to participate in the regular physical education program available to students who are nondisabled unless:
  - a. The student is enrolled full time in a separate facility; or
  - b. The student needs specially designed physical education, as prescribed in the student's IEP.
3. If specially designed physical education (e.g., adapted physical education) is prescribed in a student's IEP, the LEA responsible for the education of that student must provide the services directly or make arrangements for those services to be provided through other public or private programs.

4. Ascent Academies of Utah responsible for the education of a student with a disability who is enrolled in a separate facility must ensure that the student receives appropriate physical education services.PE.

**III.L. ASSISTIVE TECHNOLOGY (34 CFR § 300.105; R277-495; RULES III.M.)**

1. Ascent Academies of Utah must ensure that assistive technology devices or assistive technology services, or both, are made available to a student with a disability if required as a part of the student's:
  - a. Special education,
  - b. Related services, or
  - c. Supplementary aids and services.
2. On a case-by-case basis, the use of school-purchased assistive technology devices in a student's home or in other settings is required if the student's IEP Team determines that the student needs access to those devices in order to receive a FAPE.es.

**III.M. EXTENDED SCHOOL YEAR (ESY) SERVICES (34 CFR § 300.106; R277-751; RULES III.N.)**

1. Extended school year services mean special education and related services that:
  - a. Are provided to an eligible student with a disability:
    - (1) Beyond the normal school year of Ascent Academies of Utah;
    - (2) In accordance with the student's IEP; and
    - (3) At no cost to the parent(s) of the student or student who is an adult; and
  - b. Meet the standards of the USBE in R277-751.
2. Ascent Academies of Utah shall ensure that:
  - a. Extended school year services are available as necessary to provide FAPE, consistent with the Rules and considered for each individual student with a disability during an IEP, based upon a review of multiple data sources and factors.
  - b. ESY student programs are provided in the least restrictive environment.
  - c. ESY teachers and paraeducators meet USBE's and IDEA requirements.

3. Extended school year services must be provided only if a student's IEP Team determines, on an individual basis, that the services are necessary for the provision of a FAPE to the student. The annual IEP shall reflect the IEP Team's decision regarding the need for ESY services.
  - a. Parent(s) or the student who is an adult shall be provided with prior written notice of proposal or refusal to provide ESY services.
  - b. If determined as eligible for ESY services, the IEP Team shall determine the appropriate ESY program, based on the student's individual needs.
  - c. ESY eligibility decisions and prior written notice of ESY programs shall be provided to parent(s) or student who is an adult in sufficient time to permit accessing dispute resolution options of the procedural safeguards, in the event of a dispute.
4. In implementing the requirements of this section, Ascent Academies of Utah may not:
  - a. Limit extended school year services to particular categories of disability, age, or grade level;
  - b. Unilaterally limit the type, amount, or duration of those services; or
  - c. Limit data consideration by IEP Teams to only an analysis of regression and recoupment.

### **III.N. LEAST RESTRICTIVE ENVIRONMENT (LRE) (34 CFR § 300.114; RULES III.O.)**

1. Ascent Academies of Utah must ensure that:
  - a. To the maximum extent appropriate, students with disabilities, including students in public or private institutions or other care facilities (e.g., nursing homes), are educated with similar-aged students who are nondisabled; and
  - b. Special classes, separate schooling, or other removal of students with disabilities from the regular educational environment occurs only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. In the case of a student who is deaf or hard of hearing, consideration of a special class or school may be the least restrictive environment in that it provides opportunities for direct communication and instruction in the student's language and communication mode with professional personnel and peers.

- c. LRE provisions apply to transition programs (i.e., postsecondary) and placement.
2. A state funding mechanism must not result in placements that violate the LRE requirements of the Rules III.P.–S.

**III.O. INCLUSIONARY PRACTICES TO PROVIDE A FULL EDUCATIONAL OPPORTUNITY (34 CFR § 300.109; RULES III.P.)**

1. Ascent Academies of Utah must develop inclusionary practices that include the components in the definition using evidence-based practices. LEA's may benefit from USBE Technical Assistance, and other resources.

**III.P. CONTINUUM OF ALTERNATIVE PLACEMENTS (34 CFR § 300.115; RULES III.Q.)**

1. Ascent Academies of Utah must ensure that a continuum of alternative placements is available to meet the needs of students with disabilities for special education and related services.
2. The continuum required must:
  - a. Include the following alternative placements for instruction:
    - (1) Regular classes,
    - (2) Special classes,
    - (3) Special schools,
    - (4) Home instruction, and
    - (5) Instruction in hospitals and institutions; and
  - b. Make provision for supplementary services (such as resource room or itinerant instruction) to be provided in conjunction with regular class placement.

**III.Q. PLACEMENTS (34 CFR § 300.116; RULES III.R.)**

1. In determining the educational placement of a student with a disability, including postsecondary transition-aged student with a disability, Ascent Academies of Utah must ensure that:
  - a. The placement decision:



- (1) Is made by a group of persons, including the parent(s) or student who is an adult and other persons knowledgeable about the student, the meaning of the evaluation data, and the placement options; and
  - (2) Is made in conformity with the LRE provisions above.
- b. The student's placement:
- (1) Is determined at least annually;
  - (2) Is based on the student 's IEP; and
  - (3) Is as close as possible to the student 's home;
- c. Unless the IEP of a student with a disability requires some other arrangement, the student is educated in the school that the student would attend if nondisabled;
- d. In selecting the LRE, consideration is given to any potential harmful effect on the student or on the quality of services that the student needs; and
- e. A student with a disability is not removed from education in age- appropriate regular classrooms solely because of needed modifications in the general education curriculum.

**III.R. PARENTAL INVOLVEMENT IN PLACEMENT DECISIONS (34 CFR §§ 300.327, 300.501; RULES III.S.)**

1. Ascent Academies of Utah shall ensure that the parent(s) of each student with a disability or adult student are members of any group that makes decisions on the educational placement of the parent's student or the student who is an adult (Rules IV.B).
2. In implementing this requirement, Ascent Academies of Utah shall use procedures for parent or student who is an adult involvement in placement decisions consistent with those used for parent participation in IEP meetings.
3. If neither parent or the student who is an adult can participate in a meeting in which a decision is to be made relating to the educational placement of the student, Ascent Academies of Utah shall use other methods to ensure their participation, including individual or conference telephone calls or video conferencing.

4. A group may make a placement decision without the involvement of the parent(s) or student who is an adult if Ascent Academies of Utah is unable to obtain either parent's or student who is an adult participation in the decision. In this case, the LEA must have a record of its attempts to ensure their involvement.

**III.S. NONACADEMIC SETTINGS AND EXTRACURRICULAR ACTIVITIES (34 CFR § 300.117; UCA 53G-6-709; RULES III.T.)**

1. In providing or arranging for the provision of nonacademic and extracurricular services and activities, including meals, recess periods, and the services and activities in Rules III.V, Ascent Academies of Utah must ensure that each student with a disability participates with students who are nondisabled in the extracurricular services and activities to the maximum extent appropriate to the needs of that student.
2. Ascent Academies of Utah must ensure that each student with a disability has the supplementary aids and services determined by the student's IEP Team to be appropriate and necessary for the student to participate in nonacademic settings.
3. A student with a disability (under the age of 22 who has not graduated from high school with a regular high school diploma, whose IEP Team recommends participation) may not be denied the opportunity of participating in public school programs or extracurricular activities solely because of the student's age, unless the participation threatens the health or safety of the student. Ascent Academies of Utah, in cooperation with the Utah Department of Health, shall establish criteria used to determine the health and safety factor (UCA 53G-6- 709).

**III.T. NONACADEMIC SERVICES (34 CFR § 300.107; RULES III.U.)**

1. Ascent Academies of Utah must take steps, including the provision of supplementary aids and services determined appropriate and necessary by the student's IEP Team, to provide nonacademic and extracurricular services and activities in the manner necessary to afford students with disabilities an equal opportunity for participation in those services and activities.
2. Nonacademic and extracurricular services and activities may include counseling services, athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by Ascent Academies of Utah, referrals to agencies that provide assistance to individuals with disabilities, and employment of

students, including both employment by Ascent Academies of Utah and assistance in making outside employment available.

## **IV. PROCEDURAL SAFEGUARDS DUE PROCESS PROCEDURES FOR PARENT(S) AND STUDENTS (IDEA SUBPART E)**

1. Consistent with the requirements of Part B of the IDEA and the Rules Ascent Academies of Utah shall establish, maintain, and implement procedural safeguards for students with disabilities and their parent(s) or students who is an adult. (34 CFR § 300.500).

### **IV.A. PARENTAL OPPORTUNITY TO EXAMINE RECORDS AND PARTICIPATE IN MEETINGS (34 CFR § 300.501; RULES IV.A.)**

1. Opportunity to examine records.
  - a. The parent(s) of a student with a disability or student who is an adult must be afforded, in accordance with the Rules, an opportunity to inspect and review all education records with respect to the identification, evaluation, and educational placement of the student and the provision of a FAPE to the student.
2. Parent participation in meetings.
  - a. The parent(s) of a student with a disability or student who is an adult must be afforded an opportunity to participate in meetings with respect to the identification, evaluation, and educational placement of the student and the provision of a FAPE to the student.
  - b. Ascent Academies of Utah must provide notice, consistent with the Rules, to ensure that parents of students with disabilities or adult students have the opportunity to participate in meetings.
  - c. A meeting does not include informal or unscheduled conversations involving Ascent Academies of Utah personnel and conversations on issues such as teaching methodology, lesson plans, or coordination of service provision. A meeting also does not include preparatory activities that Ascent Academies of Utah personnel engage in to develop a proposal or a response to a parent or student who is an adult proposal that will be discussed at a later meeting.
3. Parent involvement in placement decisions.
  - a. Ascent Academies of Utah must ensure that a parent of each student with a disability or student who is an adult is a member of any group that makes

decisions on the educational placement of the parent's student (34 CFR § 300.327), including notifying the parent(s) or student who is an adult of the meeting early enough to ensure that they will have an opportunity to attend and scheduling the meeting at a mutually agreed-on time and place (34 CFR § 300.322(a)).

- b. The notice of meeting must indicate the purpose(s), time, and location of the meeting, who will be in attendance, and inform the parents or student who is an adult of their right to bring other individuals who have knowledge or special expertise about the student (34 CFR § 300.322(b)).
- c. If neither parent or the student who is an adult can participate in a meeting in which a decision is to be made relating to the educational placement of the student, Ascent Academies of Utah must use other methods to ensure their participation, including individual or conference telephone calls or video conferencing.
- d. A placement decision may be made by a group without the involvement of a parent or student who is an adult if Ascent Academies of Utah is unable to obtain the parents or student who is an adult participation in the decision. In this case, Ascent Academies of Utah must have a record of its attempt to ensure their involvement.

#### **IV.B. INDEPENDENT EDUCATIONAL EVALUATION (34 CFR § 300.502; RULES IV.B.)**

1. Definitions.
  - a. *Independent educational evaluation* (IEE) means an evaluation conducted by a qualified examiner who is not employed by Ascent Academies of Utah responsible for the education of the student in question.
  - b. *Public expense* means that Ascent Academies of Utah either pays for the full cost of the evaluation or ensures that the evaluation is otherwise provided at no cost to the parent or student who is an adult.
2. Ascent Academies of Utah has established and implemented policies and procedures related to independent educational evaluation that meet the requirements of Part B of the IDEA and the Rules.
3. The following requirements must be addressed:

Procedural Safeguards Due Process Procedures for Parent(s) and Students (IDEA Subpart E)

- a. The parents of a student with a disability or student who is an adult have the right to obtain an IEE of the student at public expense if they disagree with an evaluation obtained by Ascent Academies of Utah.
- b. Ascent Academies of Utah must provide to the parents or student who is an adult, upon request for an IEE, information about where an IEE may be obtained and the Ascent Academies of Utah criteria applicable for IEEs.
- c. If a parent or student who is an adult requests an IEE at public expense, Ascent Academies of Utah must, without unnecessary delay, either:
  - (1) File a request for a due process complaint and hearing to show that its evaluation is appropriate; or
  - (2) Ensure that an IEE is provided at public expense, unless Ascent Academies of Utah demonstrates in a due process hearing that the evaluation obtained by the parent or student who is an adult did not meet Ascent Academies of Utah criteria.
- d. If Ascent Academies of Utah files a due process complaint and request for hearing, and the final decision is that Ascent Academies of Utah's evaluation is appropriate, the parent or student who is an adult still has the right to an IEE, but not at public expense.
- e. If a parent or student who is an adult requests an IEE, Ascent Academies of Utah may ask for the parents' or student who is an adult's reason why the student who is an adult objects to the public evaluation. However, the explanation by the parent or student who is an adult may not be required and Ascent Academies of Utah may not unreasonably delay either providing the IEE at public expense or requesting a due process hearing to defend the public evaluation.
- f. A parent or student who is an adult is entitled to only one IEE at public expense each time Ascent Academies of Utah conducts an evaluation with which the parent or adult student who is an adult disagrees.
- g. If the parent or adult student who is an adult either obtains an IEE at public expense or shares an evaluation obtained at private expense with Ascent Academies of Utah, the results of the evaluation:

Procedural Safeguards Due Process Procedures for Parent(s) and Students (IDEA Subpart E)

- (1) Must be considered by Ascent Academies of Utah, in any decision made with respect to the provision of a FAPE to the student provided that the IEE meets Ascent Academies of Utah criteria; and
    - (2) May be presented by any party as evidence at a hearing on a due process complaint regarding that student.
  - h. If a hearing officer requests an IEE as part of a due process hearing, the cost of the evaluation must be at public expense.
  - i. If an IEE is at public expense, the criteria under which the evaluation is obtained, including the location of the evaluation and the qualifications of the examiner, must be the same as the criteria that Ascent Academies of Utah uses when it initiates an evaluation, to the extent those criteria are consistent with the parent's or student who is an adult right to an IEE.
  - j. Except for the criteria described above, Ascent Academies of Utah may not impose additional conditions or timelines related to obtaining an IEE at public expense.
4. An IEE conducted at Ascent Academies of Utah's expense becomes the property of Ascent Academies of Utah, in its entirety.

**IV.C. PRIOR WRITTEN NOTICE (34 CFR § 300.503; RULES IV.C.)**

1. Prior written notice must be given to the parents of a student with a disability or student who is an adult a reasonable time before Ascent Academies of Utah:
  - a. Proposes to initiate or change the identification, evaluation, or educational placement of the student or the provision of a FAPE to the student; or
  - b. Refuses to initiate or change the identification, evaluation, or educational placement of the student or the provision of a FAPE to the student.
2. The notice required must include:
  - a. A description of the action proposed or refused by Ascent Academies of Utah;
  - b. An explanation of why Ascent Academies of Utah proposes or refuses to take the action;
  - c. A description of each evaluation procedure, assessment, record, or report Ascent Academies of Utah used as a basis for the proposed or refused action;

## Procedural Safeguards Due Process Procedures for Parent(s) and Students (IDEA Subpart E)

- d. A statement that the parent(s) of a student with a disability or student who is an adult have protection under the procedural safeguards of Part B of the IDEA and, if this notice is not an initial referral for evaluation, the means by which a copy of a description of the procedural safeguards can be obtained;
  - e. Sources for the parent(s) or student who is an adult to contact to obtain assistance in understanding the provisions of Part B of the IDEA;
  - f. A description of other options that the IEP Team considered and the reasons why those options were rejected; and
  - g. A description of other factors that are relevant to Ascent Academies of Utah's proposal or refusal.
3. The notice must be:
- a. Written in language understandable to the general public; and
  - b. Provided in the native language of the parent or student who is an adult or other mode of communication used by the parent or student who is an adult, unless it is clearly not feasible to do so.
    - (1) If the native language or other mode of communication of the parent or student who is an adult is not a written language, Ascent Academies of Utah must take steps to ensure that:
      - (a) The notice is translated orally or by other means to the parent or student who is an adult in the parent's or student who is an adult native language or other mode of communication;
      - (b) The parent or student who is an adult understands the content of the notice; and
      - (c) There is written evidence that the requirements above have been met.

### **IV.D. PROCEDURAL SAFEGUARDS NOTICE (34 CFR § 300.504; RULES IV.D.)**

1. A copy of the procedural safeguards available to the parent(s) of a student with a disability or student who is an adult must be given to the parent(s) or student who is an adult only one time a year, except that a copy also must be given to the parent(s) or student who is an adult:



Procedural Safeguards Due Process Procedures for Parent(s) and Students (IDEA Subpart E)

- a. Upon initial referral or parent or student who is an adult request for evaluation;
  - b. Upon receipt of the first State complaint or a due process complaint in that school year;
  - c. In accordance with the discipline procedures in 34 CFR § 300.530(h) and Rules V.F.; and
  - d. Upon request by a parent or student who is an adult.
2. Ascent Academies of Utah may place a current copy of the procedural safeguards notice on its website if a website exists.
3. The procedural safeguards notice must include a full explanation of all the procedural safeguards relating to:
- a. Independent educational evaluations;
  - b. Prior written notice;
  - c. Parental or student who is an adult consent;
  - d. Access to educational records;
  - e. The opportunity to present and resolve complaints through the, including:
    - (1) The time period in which to file a due process complaint or State complaint;
    - (2) The opportunity for the agency to resolve the due process hearing complaint or State complaint; and
    - (3) The difference between the due process complaint and the State complaint procedures, including the jurisdiction of each procedure, what issues may be raised, filing and decisional timelines, and relevant procedures;
  - f. The availability of mediation;
  - g. The student's placement during pendency of hearings on due process complaints;
  - h. Procedures for students who are subject to placement in an interim alternative educational setting (IAES);

## Procedural Safeguards Due Process Procedures for Parent(s) and Students (IDEA Subpart E)

- i. Requirements for unilateral placement by parent(s) of students or by a student who is an adult in private schools at public expense;
  - j. Hearings on due process complaints, including requirements for disclosure of evaluation results and recommendations;
  - k. State-level appeals;
  - l. Civil actions, including the time period in which to file those actions; and
  - m. Attorneys' fees.
4. The notice required must be in language understandable to the parent(s) or student who is an adult as set forth in 34 CFR § 300.503(c) and Rules IV.C.3.
  5. A parent of a student with a disability or student who is an adult may elect to receive prior written notice, procedural safeguards notice, and prior written notice following a due process complaint pursuant to Rules IV.H.6 by an electronic mail communication, if Ascent Academies of Utah makes that option available (34 CFR § 300.505).

### **IV.E. STATE COMPLAINT PROCEDURES (34 CFR § 300.151–153; RULES IV.E.)**

1. Ascent Academies of Utah follows all requirements found in Rules IV.E regarding State complaint procedures.

### **IV.F. MEDIATION (34 CFR § 300.506; RULES IV.F.)**

1. Ascent Academies of Utah follows all requirements found in Rules IV.F regarding Mediation.

### **IV.G. FILING A DUE PROCESS COMPLAINT (34 CFR § 300.507; UCA 53E-7-208; RULES IV.G.)**

1. Ascent Academies of Utah follows all requirements found in Rules IV.G regarding filing a due process complaint.

### **IV.H. DUE PROCESS COMPLAINT (34 CFR § 300.508; RULES IV.H.)**

1. Ascent Academies of Utah follows all requirements found in Rules IV.H regarding due process complaints.

**IV.I. RESOLUTION PROCESS (34 CFR § 300.510; RULES IV.J.)**

1. Ascent Academies of Utah follows all requirements found in Rules IV.J regarding the resolution process.

**IV.J. IMPARTIAL DUE PROCESS HEARING (34 CFR § 300.511; RULES IV.K.)**

1. Ascent Academies of Utah follows all requirements found in Rules IV.K regarding impartial due process hearings.

**IV.K. HEARING RIGHTS (34 CFR § 300.512; RULES IV.L.)**

1. Ascent Academies of Utah follows all requirements found in Rules IV.L regarding hearing rights.

**IV.L. HEARING DECISIONS (34 CFR § 300.513; RULES IV.M.)**

1. Ascent Academies of Utah follows all requirements found in Rules IV.M regarding hearing decisions.

**IV.M. FINALITY OF DECISION (34 CFR § 300.514; RULES IV.N.)**

1. Ascent Academies of Utah follows all requirements found in Rules IV.N regarding finality of decisions.

**IV.N. STATE ENFORCEMENT MECHANISMS (34 CFR § 300.537; RULES IV.O.)**

1. Ascent Academies of Utah follows all requirements found in Rules IV.O regarding State enforcement mechanisms.

**IV.O. TIMELINES AND CONVENIENCE OF HEARINGS (34 CFR § 300.515; RULES IV.P.)**

1. Ascent Academies of Utah follows all requirements found in Rules IV.P regarding timelines and convenience of hearings.

**IV.P. CIVIL ACTION (34 CFR § 300.516; RULES IV.Q.)**

1. Ascent Academies of Utah follows all requirements found in Rules IV.Q regarding civil action.

**IV.Q. ATTORNEY'S FEES (CFR §300.517; UCA 53E-7-208(4)(B); RULES IV.R.)**

1. Ascent Academies of Utah follows all requirements found in Rules IV.R regarding attorneys' fees.

**IV.R. STUDENT'S STATUS DURING PROCEEDINGS (34 CFR § 300.518; RULES IV.S.)**

1. Ascent Academies of Utah follows all requirements found in Rules IV.S regarding student's status during proceedings.

**IV.S. SURROGATE PARENTS (34 CFR § 300.519; RULES IV.T.)**

1. Ascent Academies of Utah must ensure that the rights of a student are protected when:
  - a. No parent (as defined under 34 CFR § 300.30 and Rules I.E.34.) can be identified for a student under the age of majority;
  - b. Ascent Academies of Utah after reasonable efforts, cannot locate a parent for a student under the age of majority;
  - c. The student is a ward of the State under the laws of Utah; or
  - d. The student is an unaccompanied youth experiencing homelessness under the age of majority.
2. The duties of Ascent Academies of Utah include the assignment of an individual to act as a surrogate for the parent(s) for a student under the age of majority. This must include a method for determining whether a student under the age of majority needs a surrogate parent and for assigning a surrogate parent to the student.
3. In the case of a student who is a ward of the State, the surrogate parent alternatively may be appointed by the judge overseeing the student's case, provided that the surrogate meets the requirements.
4. Ascent Academies of Utah may select a surrogate parent in any way permitted under State law.
5. Ascent Academies of Utah must ensure that a person selected as a surrogate parent:
  - a. Is not an employee of the USBE, Ascent Academies of Utah, or any other agency that is involved in the education or care of the student;

## Procedural Safeguards Due Process Procedures for Parent(s) and Students (IDEA Subpart E)

- b. Has no personal or professional interest that conflicts with the interest of the student that the surrogate parent represents; and
  - c. Has knowledge and skills that ensure adequate representation of the student.
6. A person otherwise qualified to be a surrogate parent is not an employee of Ascent Academies of Utah solely because the person is paid by Ascent Academies of Utah to serve as a surrogate parent.
7. In the case of a student who is an unaccompanied youth experiencing homelessness, appropriate staff of emergency shelters, transitional shelters, independent living programs, and street outreach programs may be appointed as temporary surrogates until a surrogate can be appointed that meets all of the requirements.
8. The surrogate parent may represent the student in all matters relating to the identification, evaluation, and educational placement of the student, and the provision of a FAPE to the student.
9. The USBE and Ascent Academies of Utah must make reasonable efforts to ensure the assignment of a surrogate parent not more than 30 calendar days after Ascent Academies of Utah determines that the student needs a surrogate.

### **IV.T. TRANSFER OF PARENTAL RIGHTS AT AGE OF MAJORITY (34 CFR § 300.520; RULES IV.U.)**

1. When a student with a disability reaches the age of majority under State law (i.e., age 18) that applies to all students, except for a student with a disability who has been determined to be incompetent under State law, or the student with a disability marries or becomes emancipated:
  - a. Ascent Academies of Utah must provide any notice required by Part B of the IDEA to both the individual and the parent(s); and
  - b. All other rights accorded to parents under Part B of the IDEA transfer to the student;
2. All rights accorded to parents under Part B of the IDEA transfer to students who are incarcerated in an adult or juvenile State or local correctional institution; and
3. Whenever a state transfers rights, Ascent Academies of Utah must notify the individual and the parent(s) of the transfer of rights within a reasonable time frame.

**IV.U. CONFIDENTIALITY OF INFORMATION (34 CFR §§ 300.610–300.626; R277-487; RULES IV.V.)**

1. Ascent Academies of Utah takes appropriate steps to ensure the protection of the confidentiality of any personally identifiable data, information, and records collected or maintained by Ascent Academies of Utah pursuant to Part B of the IDEA and R277-487. Ascent Academies of Utah follows all requirements found in Rules IV.V.1-19 regarding confidentiality of information including
2. Definitions as used in Rules (34 CFR § 300.611).
  - a. *Destruction* means physical destruction or removal of personal identifiers from information so that the information is no longer personally identifiable.
  - b. *Education records* means the type of records covered under the definition of “education records” in 34 CFR § 99, implementing regulations for the Family Educational Rights and Privacy Act of 1974, 20 USC § 1232g (FERPA).
  - c. *Participating agency* means any agency or institution that collects, maintains, or uses personally identifiable information, or from which information is obtained, under Part B of the IDEA.
3. Record of access (34 CFR § 300.614).
  - a. Ascent Academies of Utah must keep a record of parties obtaining access to education records collected, maintained, or used under Part B of the IDEA and the Rules (except access by parents or student who is an adult and authorized employees of Ascent Academies of Utah), including the name of the party, the date access was given, and the purpose for which the party is authorized to use the records.
4. Records on more than one student (34 CFR § 300.615).
  - a. If any education record includes information on more than one student, the parent(s) of those students or the student who is an adult have the right to inspect and review only the information relating to their student or themselves or to be informed of that specific information.
5. List of types and locations of information (34 CFR § 300.616).

Procedural Safeguards Due Process Procedures for Parent(s) and Students (IDEA Subpart E)

- a. On request, Ascent Academies of Utah must provide parents or student who is an adult with a list of the types and locations of education records collected, maintained, or used by Ascent Academies of Utah.
6. Fees (34 CFR § 300.617).
    - a. Ascent Academies of Utah may charge a fee for copies of records that are made for parent(s) or student who is an adult under Part B of the IDEA if the fee does not effectively prevent the parent(s) or student who is an adult from exercising their right to inspect and review those records.
    - b. Ascent Academies of Utah may not charge a fee to search for or to retrieve information under Part B of the IDEA.
  7. Consent for disclosure of PII (34 CFR § 300.622).
    - a. Except as to disclosures addressed in referral to and action by law enforcement and judicial authorities, for which parental consent is not required by 34 CFR § 99, parental or adult student consent must be obtained before PII is:
      - (1) Disclosed to anyone other than officials of participating agencies collecting or using the information under Part B of the IDEA or the Rules:  
or
      - (2) Used for any purpose other than meeting a requirement of Part B of the IDEA or the Rules.
    - b. Ascent Academies of Utah may not release information from education records to participating agencies without parental or adult student consent unless authorized to do so by 34 CFR §§ 99.31 and 99.34 (FERPA):
      - (1) 34 CFR § 99.31 allows an LEA to disclose PII from the education records of a student without the written consent of the parent(s) of the student or student who is an adult, if the disclosure is:
        - (a) To other school officials, including teachers, within the LEA who have been determined by the LEA to have legitimate educational interests.
        - (b) To officials of another school or school site in which the student seeks or intends to enroll, subject to the requirements set forth in 34 CFR § 99.34 below.
      - (2) 34 CFR § 99.34 requires that an LEA transferring the education records of a student pursuant to 34 CFR § 99.34 above shall make a reasonable

attempt to notify the parent of the student or student who is an adult of the transfer of records at the last known address of the parent or student who is an adult, except that the LEA does not have to provide any further notice of the transfer of records when:

- (a) The transfer is initiated by the parent(s) or student who is an adult at the sending LEA.
  - (b) The LEA includes in its annual notice of procedural safeguards, that it is the policy of the LEA to forward education records on request to a school in which a student seeks or intends to enroll.
  - (c) The LEA transferring the records must keep a copy of the records for three years after the transfer.
- c. Ascent Academies of Utah, upon receiving PII from another educational agency or institution may make further disclosure of the information on behalf of the LEA without the prior written consent of the parent(s) or student who is an adult if the conditions of 34 CFR §§ 99.31 and 99.34 noted above are met, and if the educational agency informs the party to whom disclosure is made of these requirements.
  - d. If the parent(s) or student who is an adult refuses consent for the release of PII to a third party, then that party may proceed with statutory procedures in an effort to obtain the desired information.
  - e. Note: As authorized in 34 CFR § 99.31 (FERPA), Ascent Academies of Utah includes in the annual procedural safeguards notice that it is their policy to forward educational records of a student with disabilities without parental or student who is an adult consent or notice to officials of another school or school district in which a student seeks or intends to enroll.
8. Safeguards (34 CFR § 300.623).
- a. Ascent Academies of Utah must protect the confidentiality of PII at collection, storage, disclosure, and destruction stages.
  - b. One official at Ascent Academies of Utah must assume responsibility for ensuring the confidentiality of any PII.
  - c. All persons collecting or using PII must receive training or instruction regarding the State's policies and procedures in this section and 34 CFR § 99.



Procedural Safeguards Due Process Procedures for Parent(s) and Students (IDEA Subpart E)

- d. Ascent Academies of Utah must maintain, for public inspection, a current listing of the names and positions of those employees within the LEA who may have access to PII on students with disabilities.
9. Destruction of information (34 CFR § 300.624).
    - a. Ascent Academies of Utah must inform parents or student who is an adult when PII collected, maintained, or used under Part B of the IDEA and the Rules is no longer needed to provide educational services to the student.
    - b. The information no longer needed must be destroyed at the request of the parent(s) or student who is an adult. However, a permanent record of a student's name, address, phone number, the student's grades, attendance record, classes attended, grade level completed, and year completed may be maintained without time limitation.
    - c. Each student's records may be considered "no longer needed to provide educational services" and may be destroyed three years after the student graduates or three years after the student turns 22 under IDEA. Medicaid requires that records be maintained for at least five years after the provision of services.

## **V. DISCIPLINE PROCEDURES (34 CFR § 300.530)**

### **V.A. DISCIPLINE PROCEDURES FOR STUDENTS WITH DISABILITIES (RULES V.A.)**

1. Consistent with the requirements of Part B of the IDEA and the Rules, Ascent Academies of Utah shall establish, maintain, and implement policies and procedures for disciplining students with disabilities.

### **V.B. AUTHORITY OF SCHOOL PERSONNEL (34 CFR § 300.530(A–C); RULES V.B.)**

1. School personnel may consider any unique circumstances on a case-by-case basis when determining whether a change in placement, consistent with the other requirements of this section, is appropriate for a student with a disability who violates a code of student conduct.
2. School personnel may remove a student with a disability who violates a code of student conduct from the student's current placement to an appropriate interim alternative educational setting (IAES), another setting, or suspension, for not more than ten consecutive school days (to the same extent those alternatives are applied to students without disabilities), and for additional removals of not more than ten consecutive school days in that same school year for separate incidents of misconduct, (as long as those removals do not constitute a change of placement because of disciplinary removal as set forth in 34 CFR § 300.536 and Rules V.D.).
3. After a student with a disability has been removed from the student's current placement for ten school days in the same school year, during any subsequent days of removal Ascent Academies of Utah must provide services to the extent required under 34 CFR § 300.530(d) and Rules V.C.
4. For disciplinary changes in placement that would exceed ten consecutive school days, if the behavior that gave rise to the violation of the school code is determined not to be a manifestation of the student's disability, school personnel may apply the relevant disciplinary procedures to students with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities, except after the tenth day of removal that constitutes a change in placement, Ascent Academies of Utah must provide services to the student as outlined in Rule V.C.

**V.C. SERVICES (34 CFR § 300.530(D); RULES V.C.)**

1. A student with a disability who is removed from the student's current placement must:
  - a. Continue to receive educational services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the student's IEP; and
  - b. Receive, as appropriate, an FBA, and behavior intervention services and modifications that are designed to address the behavior violation so that it does not recur.
2. The services may be provided in an IAES.
3. Ascent Academies of Utah is only required to provide services during periods of removal to a student with a disability who has been removed from the student's current placement for ten school days or less in that school year if it also provides services to a student without disabilities who is similarly removed.
4. After a student with a disability has been removed from the student's current placement for ten school days in the same school year, if the current removal is for not more than ten consecutive school days and is not a change of placement under 34 CFR § 300.536 and Rules V.D., school personnel, in consultation with at least one of the student's teachers, determine the extent to which services are needed, so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the student's IEP.
5. If the removal is a change of placement, the student's IEP Team determines appropriate services to be provided during the removal.

**V.D. CHANGE OF PLACEMENT DUE TO DISCIPLINARY REMOVALS (34 CFR § 300.536; RULES V.D.)**

1. For purposes of removals of a student with a disability from the student's current educational placement, a change of placement occurs if:
  - a. The removal is for more than ten consecutive school days, including shortened school days; or

- b. The student has been subjected to a series of removals that constitute a pattern, including shortened school days:
  - (1) Because the series of removals total more than ten school days in a school year;
  - (2) Because the student's behavior is substantially similar to the student's behavior in previous incidents that resulted in the series of removals; and
  - (3) Because of such additional factors as the length of each removal, the total amount of time the student has been removed, and the proximity of the removals to one another.
2. As used in the Rules, shortened school days occur when a student's school day is reduced solely by school personnel in response to the student's behavior for disciplinary purposes, rather than the student's IEP team or placement team for that student to receive a FAPE.
  - a. In general, the use of informal removals to address a student's behavior, if implemented repeatedly throughout the school year, could constitute a disciplinary removal from the current placement. Therefore, the discipline procedures in 34 C.F.R. §§ 300.530 through 300.536 and Rules V. would generally apply unless all three of the following factors are met:
    - (1) The student is afforded the opportunity to continue to appropriately participate in the general curriculum;
    - (2) The student continues to receive the services specified on the student's IEP; and
    - (3) The student continues to participate with nondisabled children to the extent they would have in their current placement. 71 Fed. Reg. 46715 (Aug. 14, 2006).
3. Ascent Academies of Utah determines on a case-by-case basis whether a pattern of removals constitutes a change of placement. This determination is subject to review through due process and judicial proceedings.

**V.E. MANIFESTATION OF DETERMINATION (34 CFR § 300.530(E–G, I); RULES V.E.)**

1. Within ten school days of any decision to change the placement of a student with a disability because of a violation of a code of student conduct, the LEA, the parent or adult student, and relevant members of the student's IEP Team (as determined

by the parent or student who is an adult and the LEA) must review all relevant information in the student's file, including the student's IEP, any teacher observations, and any relevant information provided by the parent(s) or adult student to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the student's disability; or
  - b. If the conduct in question was the direct result of Ascent Academies of Utah's failure to implement the IEP.
2. The conduct must be determined to be a manifestation of the student's disability if the LEA, the parent or student who is an adult, and relevant members of the student's IEP Team determine that:
- a. The misconduct was caused by or had a direct and substantial relationship to the student's disability; or
  - b. The misconduct was the direct result of Ascent Academies of Utah's failure to implement the IEP.
3. If the LEA, the parent or student who is an adult, and relevant members of the student's IEP Team determine that the misconduct was the direct result of the Ascent Academies of Utah's failure to implement the IEP, Ascent Academies of Utah must take immediate steps to remedy those deficiencies.
4. If the LEA, the parent(s) or student who is an adult, and relevant members of the IEP Team make the determination that the conduct was a manifestation of the student's disability, the IEP Team must:
- a. Either:
    - (1) Conduct a functional behavior assessment (FBA), unless Ascent Academies of Utah had conducted a FBA before the behavior that resulted in the change of placement occurred, and implement a BIP for the student; or
    - (2) If a BIP has already been developed, review the BIP, and modify it, as necessary, to address the behavior;
  - b. And, unless the misconduct falls under the definition of special circumstances in Rules V.E.5., return the student to the placement from which the student was removed, unless the parent or adult student and the LEA agree to a change of placement as part of the modification of the BIP.

5. Special circumstances.

- a. School personnel may remove a student to an IAES for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the student's disability, if the student:
- (1) Carries a weapon to or possesses a weapon at school, on school premises, or to or at a school function under the jurisdiction of the Ascent Academies of Utah;
  - (2) Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function under the jurisdiction Ascent Academies of Utah;
  - (3) Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of Ascent Academies of Utah.

b. Definitions.

- (1) For purposes of this section, the following definitions apply:
  - (a) *Controlled substance* means a drug or other substance that cannot be distributed without a prescription, identified under schedules I, II, III, IV, or V in section 202(c) of the Controlled Substances Act (21 USC § 812(c)).
  - (b) *Illegal drug* means a controlled substance but does not include a drug controlled, possessed, or used under the supervision of a licensed health- care professional or one legally possessed or used under the Controlled Substances Act or under any other provision of Federal law (21 USC § 812).
  - (c) *Serious bodily injury* means bodily injury that involves a substantial risk of death, extreme physical pain, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member, organ, or mental faculty (18 USC § 1365). Serious bodily injury does not include a cut, abrasion, bruise, burn, disfigurement, physical pain, illness, or impairment of the function of a bodily member, organ or mental faculty that is temporary (18 USC § 1365).

- (d) *Weapon* means a weapon, device, instrument, material, or substance, animate or inanimate, that is used for or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade of less than 2.5 inches (18 USC § 930).

**V.F. PROCEDURAL SAFEGUARDS NOTICE (34 CFR § 300.530(H); RULES V.F.)**

1. On the date on which the decision is made to make a removal that constitutes a change of placement of a student with a disability because of a violation of a code of student conduct, Ascent Academies of Utah must notify the parent(s) or student who is an adult of that decision and provide the parent(s) or student who is an adult the procedural safeguards notice.

**V.G. DETERMINATION OF SETTING (34 CFR § 300.531; RULES V.G.)**

1. The student's IEP Team determines the IAES for services if the behavior that gives rise to the removal is not a manifestation of the student's disability, the removal constitutes a change of placement, or the behavior falls under the special circumstances in Rules V.E.5.

**V.H. APPEALS BY PARENT OR LEA (34 CFR § 300.532; RULES V.H.)**

1. The parent(s) of a student with a disability or student who is an adult who disagrees with any decision regarding placement or the manifestation determination, or if Ascent Academies of Utah believes that maintaining the current placement of the student is substantially likely to result in injury to the student or others, may appeal the decision by filing a due process hearing complaint and requesting a hearing.
2. Authority of hearing officer.
  - a. A due process hearing officer hears and makes a determination regarding an appeal under Rules V.H.1.
  - b. In making the determination, the hearing officer may:
    - (1) Return the student with a disability to the placement from which the student was removed if the hearing officer determines that the removal was a violation of the discipline procedures under Part B of the IDEA or the Rules or that the student's behavior was a manifestation of the student's disability; or

- (2) Order a change of placement of the student with a disability to an appropriate IAES for not more than 45 school days if the hearing officer determines that maintaining the current placement of the student is substantially likely to result in injury to the student or to others.
    - c. The appeal procedures may be repeated if Ascent Academies of Utah believes that returning the student to the original placement is substantially likely to result in injury to the student or to others.
3. Expedited due process hearing.
  - a. Whenever a hearing is requested, the parent(s) or student who is an adult or Ascent Academies of Utah in the dispute must have an opportunity for an impartial due process hearing.
  - b. Ascent Academies of Utah is responsible for arranging the expedited due process hearing with the State Director of Special Education, which must occur within 20 school days of the date the complaint requesting the hearing is filed. The hearing officer must make a determination within ten school days after the hearing.
  - c. Unless the parent(s) or student who is an adult and Ascent Academies of Utah agree in writing to waive the resolution meeting, or agree to use mediation:
    - (1) A resolution meeting must occur within seven calendar days of receiving notice of the due process complaint; and
    - (2) The due process hearing may proceed unless the matter has been resolved to the satisfaction of both parties within 15 calendar days of the receipt of the due process complaint.
  - d. Parties may not mutually agree to extend the resolution period to resolve an expedited due process complaint. Therefore, when the parties have participated in a resolution meeting or engaged in mediation and the dispute has not been resolved to the satisfaction of both parties within 15 days of the receipt of the due process complaint, the expedited due process hearing may proceed.
  - e. A hearing officer may not extend the timeline for making a determination in an expedited due process hearing.
  - f. The decisions on expedited due process hearings are final, unless meeting the requirements of 34 CFR § 300.514(b) or 34 CFR § 300.516.6.



**V.I. PLACEMENT DURING APPEALS (34 CFR § 300.533; RULES V.I)**

1. When an appeal through a due process complaint has been made by either the parent or student who is an adult or Ascent Academies of Utah , the student must remain in the IAES pending the decision of the hearing officer or until the expiration of the time period specified, whichever occurs first, unless the parent(s) or adult student and Ascent Academies of Utah (or USBE if appropriate) agree otherwise.

**V.J. PROTECTIONS FOR STUDENTS NOT DETERMINED ELIGIBLE FOR SPECIAL EDUCATION AND RELATED SERVICES (34 CFR § 300.534; RULES V.J.)**

1. A student who has not been determined to be eligible for special education and related services under Part B of the IDEA, and who has engaged in behavior that violated a code of student conduct, may assert any of the protections provided for in this part if Ascent Academies of Utah had knowledge that the student was a student with a disability before the behavior that precipitated the disciplinary action occurred.
2. Ascent Academies of Utah must be deemed to have knowledge that a student is a student with a disability if, before the behavior that precipitated the disciplinary action occurred:
  - a. The parent(s) of the student or student who is an adult expressed concern in writing to supervisory or administrative personnel of Ascent Academies of Utah, or a teacher of the student, that the student is in need of special education and related services;
  - b. The parent(s) of the student or student who is an adult requested an evaluation of the student pursuant to 34 CFR §§ 300.300 through 300.311; or
  - c. The teacher of the student, or other personnel of Ascent Academies of Utah, expressed specific concerns about a pattern of behavior demonstrated by the student directly to the director of special education of Ascent Academies of Utah or to other supervisory personnel of Ascent Academies of Utah.
3. Ascent Academies of Utah would not be deemed to have knowledge that a student is a student with a disability if:
  - a. The parent(s) of the student or the student who is an adult:

- (1) Has not allowed an evaluation of the student pursuant to 34 CFR §§ 300.300 through 300.311; or
    - (2) Has refused services under this part; or
  - b. The student has been evaluated in accordance with 34 CFR §§ 300.300 through 300.311 and determined to not be a student with a disability under Part B of the IDEA.
4. If Ascent Academies of Utah does not have knowledge that a student is a student with a disability prior to taking disciplinary measures against the student, the student may be subjected to the disciplinary measures applied to students without disabilities who engage in comparable behaviors.
  - a. If a request is made for an evaluation of a student during the time period in which the student is subjected to disciplinary measures, the evaluation must be conducted in an expedited manner.
    - (1) Until the evaluation is completed, the student remains in the educational placement determined by school authorities, which can include suspension or expulsion without educational services.
    - (2) If the student is determined to be a student with a disability, taking into consideration information from the evaluation conducted by Ascent Academies of Utah and information provided by the parent(s) or adult student, Ascent Academies of Utah must provide special education and related services.

**V.K. REFERRAL TO AND ACTION BY LAW ENFORCEMENT AND JUDICIAL AUTHORITIES (34 CFR § 300.535; RULES V.K.)**

1. Nothing in Part B of the IDEA prohibits Ascent Academies of Utah from reporting a crime committed by a student with a disability to appropriate authorities or prevents State law enforcement and judicial authorities from exercising their responsibilities with regard to the application of Federal and State law to crimes committed by a student with a disability.
2. Transmittal of records.
  - a. If Ascent Academies of Utah reports a crime committed by a student with a disability, it must ensure that copies of the special education and disciplinary

records of the student are transmitted for consideration by the appropriate authorities to whom Ascent Academies of Utah reports the crime.

- b. If Ascent Academies of Utah reports a crime under this section, it may transmit copies of the student's special education and disciplinary records only to the extent that the transmission is permitted by FERPA.

## **VI. STUDENTS WITH DISABILITIES IN OTHER SETTINGS**

### **VI.A. PRIVATE SCHOOL PLACEMENTS BY LEAs (34 CFR § 300.325; RULES VI.A.)**

1. CHARTER NAME] follows all requirements found in Rules VI.A regarding private school placements.

### **VI.B. STUDENTS WITH DISABILITIES ENROLLED BY THEIR PARENT(S) IN PRIVATE SCHOOLS WHEN FAPE IS NOT AT ISSUE (UNILATERAL PLACEMENT) (34 CFR § 300.130; RULES VI.B.)**

1. Ascent Academies of Utah follows all requirements found in Rules VI.B regarding students with disabilities enrolled by their parent(s) in private schools when FAPE is not at issue (unilateral placement.).

### **VI.C. STUDENTS WITH DISABILITIES ENROLLED BY THEIR PARENT(S) IN PRIVATE SCHOOLS WHEN FAPE IS AT ISSUE (34 CFR § 300.148; RULES VI.C.)**

1. Ascent Academies of Utah follows all requirements found in Rules VI.C regarding students with disabilities enrolled by their parent(s) in private schools when FAPE is at issue.

### **VI.D. STUDENTS WITH DISABILITIES ENROLLED IN HOME SCHOOL (RULES IV.D.)**

1. Dual enrollment (R277-438 and UCA 53G-6-702).
  - a. A student with a disability who is simultaneously enrolled in both home school or private school and a public school is considered a student in dual enrollment.
  - b. A student with a disability seeking dual enrollment is entitled to special education and related services, under an IEP, for the time, or for the number of courses, the student is enrolled in the public school, based on the decision of the student's IEP Team. The IEP Team must consider the amount of time and courses needed for the provision of FAPE.

### **VI.E. STUDENTS WITH DISABILITIES ENROLLED IN ADULT EDUCATION (R277-733; UCA 53E-10-205; RULES VI.E.)**

1. Students with disabilities enrolled in Adult Education remain entitled to special education and related services until determined no longer meeting eligibility

criteria, graduate with a regular high school diploma, or reach maximum age (i.e., age 22).

2. The responsibility for FAPE for students with disabilities enrolled in Adult Education classes remains with the school district of residence.

**VI.F. STUDENTS WITH DISABILITIES ENROLLED IN VIRTUAL SETTINGS (RULES VI.F.)**

1. Students with disabilities enrolled in public education virtual settings remain entitled to special education and related services until determined no longer meeting eligibility criteria, graduate with a regular high school diploma, or reach maximum age.
2. The responsibility for FAPE for students with disabilities enrolled in public education virtual settings remains with the LEA of enrollment, unless Board Rule specifies otherwise.

**VI.G. STUDENTS WITH DISABILITIES CONVICTED AS ADULTS AND INCARCERATED IN ADULT PRISONS (34 CFR § 300.324; RULES VI.J.)**

1. Ascent Academies of Utah follows all requirements found in Rules VI.J regarding students with disabilities convicted as adults and incarcerated in adult prisons.

**VI.H. STUDENTS WITH DISABILITIES WHO ARE ALSO IN STATE CUSTODY/CARE (R277-709; UCA 62A-4A-701; RULES VI.K.)**

1. Ascent Academies of Utah follows all requirements found in Rules VI.K regarding students with disabilities who are also in state custody/care.

**VI.I. STUDENTS WITH DISABILITIES WHO RESIDE IN NURSING HOMES (RULES VI.L.)**

1. Ascent Academies of Utah follows all requirements found in Rules VI.L regarding students with disabilities who reside in nursing homes. Students with disabilities residing in nursing homes and their parent(s) or students who is an adult have the same rights under IDEA as all other students who are IDEA-eligible students with disabilities.

## VII. POSTSECONDARY TRANSITIONS

### VII.A. POSTSECONDARY TRANSITION SERVICES—SCHOOL TO POST-SCHOOL (RULES VII.B.)

1. Purpose (34 CFR § 300.1; Rules VII.B.1).
  - a. To ensure that all students with disabilities have available to them a FAPE that emphasizes special education and related services designed to meet their unique needs and prepare them for further education, employment, and independent living.
2. Definition (34 CFR § 300.43; Rules VII.B.2).
  - a. *Postsecondary Transition services* means a coordinated set of activities for a student with a disability that:
    - (1) Is designed to be within a results-oriented process that is focused on improving the academic and functional achievement of the student with a disability, to facilitate the student’s movement from school to post-school activities, including postsecondary education, vocational education, competitive integrated employment (including supported employment), continuing and adult education, adult services, independent living, or full community participation;
    - (2) Is based on the individual student’s needs, taking into account the student’s strengths, preferences, and interests, and includes:
      - (a) Instruction;
      - (b) Related services;
      - (c) Community experiences;
      - (d) The development of employment and other post-school adult living objectives; and
      - (e) If appropriate, acquisition of daily living skills and provision of a functional vocational evaluation.
  - b. Postsecondary Transition services for students with disabilities may be special education, if provided as specially designed instruction, or a related service, if required to assist a student with a disability to benefit from special education.

3. Parent or student who is an adult participation (34 CFR § 300.322; Rules VII.B.3).
  - a. For a student with a disability age 14 and older, or younger if determined appropriate by the IEP Team, the notice of meeting must indicate:
    - (1) That a purpose of the meeting will be the consideration of the postsecondary goals and postsecondary transition services for the student;
    - (2) That the LEA will invite the student; and
    - (3) Identify any other agency that will be invited, with the consent of the parent(s) or student who is an adult, to send a representative.
4. IEP Team (34 CFR § 300.321; Rules VII.B.4).
  - a. For an IEP Team meeting that includes as a purpose the development of a postsecondary transition plan:
    - (1) Ascent Academies of Utah must invite the student with a disability to attend the student's IEP meeting if a purpose of the meeting will be the consideration of the postsecondary goals for the student and the postsecondary transition services needed to assist the student in reaching those goals.
    - (2) If the student does not attend the IEP meeting, Ascent Academies of Utah must take other steps to ensure that the student's preferences and interests are considered.
    - (3) To the extent appropriate, with the consent of the parent(s) or adult student, Ascent Academies of Utah must invite a representative of any participating agency that is likely to be responsible for providing or may be paying for postsecondary transition services.
5. Definition of IEP (34 CFR § 300.320(b); Rules VII.B.5).
  - a. For a student with a disability, ages 14 and older, an annual IEP goal related to the student's postsecondary transition service needs.
  - b. Postsecondary transition services. For a student with a disability, ages 14 and older, or younger if determined appropriate by the IEP Team, and updated annually thereafter, the IEP must include:

- (1) Realistic and reasonable measurable postsecondary goals based upon annual age-appropriate postsecondary transition assessments related to training or education, employment, and, where appropriate, independent living skills;
  - (2) Postsecondary transition services (e.g., activities, experiences, specially designed instruction), that will reasonably enable the student to reach the postsecondary goals identified on the IEP;
  - (3) Multi-year courses of study that will reasonably enable the student to reach the postsecondary goals identified on the IEP;
  - (4) Evidence that the student was invited to the IEP Team meeting where transition services are to be discussed. If the student does not attend the IEP meeting, the IEP Team must take other steps to ensure the student's preferences and interests are considered;
  - (5) If appropriate, evidence that a representative of any participating agency that might be providing or paying for any postsecondary transition services was invited to the IEP Team meeting with written consent of the parent or adult student prior to the meeting; and
  - (6) Any modifications to graduation requirements, as permitted under R277-700.
- c. Students with disabilities must have access to all school services related to college and career readiness planning and must be actively invited and included in school activities which address course planning (including online courses), graduation, and postsecondary education and employment (i.e., college week, scholarship opportunities, ACT, and concurrent enrollment) (R277-462).
6. Transfer of rights at age of majority (34 CFR §§ 300.320(c), 300.520; Rules VII.B.6).
- a. Not later than the student's 17th birthday, the IEP must include a dated statement, signed by the student, parent, and an LEA Representative, that the student and the student's parent(s) have been informed of parent's rights under Part B of the IDEA (i.e. Procedural Safeguards) that will transfer to the student on reaching the age of majority (i.e., age 18), except for a student with a disability who has been determined to be incompetent by a court.



- b. All rights accorded to parents under Part B of the IDEA transfer to the student on the student's 18th birthday unless the IEP Team determines that:
    - (1) The parent has obtained legal guardianship, power of attorney, or conservatorship; or
    - (2) The student has married or become emancipated (in which case the rights transfer at that time).
  - c. All rights accorded to parents under Part B of the IDEA transfer to students who are incarcerated in an adult or juvenile State or local correctional institution.
  - d. When a student with a disability reaches the age of majority under State law (i.e., age 18) that applies to all students, except for a student with a disability who has been determined to be incompetent under State law, or the student with a disability marries or becomes emancipated:
    - (1) Ascent Academies of Utah must provide any notice required by Part B of the IDEA to both the individual and the parent(s); and
    - (2) All other rights accorded to parents under Part B of the IDEA transfer to the student;
    - (3) All rights accorded to parents under Part B of the IDEA transfer to students who are incarcerated in an adult or juvenile State or local correctional institution; and
  - e. Whenever a state transfers rights, Ascent Academies of Utah must notify the individual and the parent(s) of the transfer of rights within a reasonable time frame.
7. Termination of eligibility as a change of placement (34 CFR § 300.305; Rules VII.B.7).
- a. An evaluation is not required before the termination of a student's eligibility under this part due to graduation from secondary school with a regular high school diploma, or due to exceeding the age of eligibility for FAPE under Utah law.
  - b. For a student whose eligibility terminates due to graduation from secondary school with a regular diploma, or due to exceeding the age of eligibility for FAPE under Utah law, Ascent Academies of Utah must provide the student with a summary of the student's academic achievement and functional

performance which shall include a statement of the student's postsecondary goals, recommendations on how to assist the student in meeting the student's postsecondary goals, and a statement of when and how accommodations were used for instruction and assessment.

- (1) Ascent Academies of Utah develops the summary of student's academic achievement and functional performance with the IEP Team and additional individuals as appropriate (e.g., school counselors, CTE teachers, Pre- Employment Transition Service representatives).
  - c. Receipt of a general educational development (GED) credential does not end eligibility for FAPE.
8. Failure to meet postsecondary transition objectives (34 CFR § 300.324; Rules VII.B.8)
- a. If a participating agency, other than Ascent Academies of Utah, fails to provide the postsecondary transition services described in the IEP, Ascent Academies of Utah must reconvene the IEP Team to identify alternative strategies to meet the postsecondary transition objectives for the student set out in the IEP.
  - b. Nothing relieves any participating agency, including a State vocational rehabilitation agency, of the responsibility to provide or pay for any postsecondary transition service that the agency would otherwise provide to students with disabilities who meet the eligibility criteria of that LEA (34 CFR § 300.324).
  - c. If any public agency other than an educational agency is otherwise obligated under Federal or State law, or assigned responsibility under State policy or an interagency agreement, to provide or pay for any services that are also considered special education or related services such as, but not limited to, services relating to assistive technology devices, assistive technology services, related services, supplementary aids and services, and postsecondary transition services, that are necessary for ensuring a FAPE to students with disabilities within the State, the public agency must fulfill that obligation or responsibility, either directly or through contract or other arrangement or as provided in an interagency agreement.
9. Students with disabilities in adult prisons (34 CFR § 300.324; Rules VII.B.9).
- a. The requirements relating to postsecondary transition planning and postsecondary transition services do not apply with respect to those students

whose eligibility under Part B of the IDEA will end, because of their age, before they will be eligible to be released from prison based on consideration of their sentence and eligibility for early release.

- b. The obligation to make FAPE available to all students with disabilities does not apply with respect to students ages 18 through 21 to the extent that State law does not require that special education and related services under Part B of the IDEA be provided to students with disabilities who, in the last educational placement prior to their incarceration in an adult correctional facility (34 CFR § 300.102):
  - (1) Were not actually identified as being a student with a disability; and
  - (2) Did not have an IEP under Part B of the IDEA.
- c. The exception does not apply to students with disabilities ages 18 through 21 who:
  - (1) Had been identified as a student with a disability and had received services in accordance with an IEP, but who left school prior to their incarceration; or
  - (2) Did not have an IEP in their last educational setting, but who had actually been identified as a student with a disability.

**VII.B. GRADUATION (UCA 53E-7-202; R277-705; RULES VII.C.)**

- 1. The obligation of Ascent Academies of Utah to make FAPE available to all students with disabilities does not apply to students with disabilities who have graduated from high school with a regular high school diploma (34 CFR §300.102(a)(3)(i)).
  - a. The exception in the Rules VII.C.1 does not apply to students that have graduated from high school but have not been awarded a regular high school diploma (34 CFR § 300.102(a)(3)(ii)).
  - b. Ascent Academies of Utah may not withhold a regular high school diploma from a student who has met State or LEA graduation requirements.
  - c. Graduation from high school with a regular high school diploma constitutes a change in placement, requiring prior written notice that must contain all the requirements in the Rules IV.D, including being given a reasonable time before the LEA proposed to terminate the student’s eligibility under the IDEA by issuing the student a diploma (34 CFR § 300.503).

- d. The term "regular high school diploma" does not include an alternative degree that is not fully aligned with the State's academic standards, such as a certificate or a GED (34 CFR § 300.102(a)(3)(iv)).
2. A student with a disability served by a special education program shall satisfy high school completion or graduation criteria, consistent with State and federal law and the student's IEP. Ascent Academies of Utah may modify graduation requirements consistent with the student's IEP (R277-700-6(25)). Ascent Academies of Utah may award a student a certificate of completion consistent with state and federal law and the student's IEP.
3. The IEP Team must refer to the USBE Special Education Graduation Guidelines for additional information regarding modifying graduation requirements and IEP substitutions.

**VII.C. TERMINATION OF SERVICES UPON REACHING AGE 22 (UCA 53E-7-201; R277-419-2(23)(B); RULES VII.D.)**

1. If a student with a disability turns 22 any time after July 1, Ascent Academies of Utah must continue to provide FAPE until the end of that school year.

## **VIII. RESPONSIBILITIES OF THE UTAH STATE BOARD OF EDUCATION**

### **VIII.A. GENERAL SUPERVISORY AUTHORITY (RULES VIII.A.)**

1. In addition to the requirements listed below, Ascent Academies of Utah provides data as required for State and Federal reports and other State functions as listed in Rules VIII.
2. LEA special education program funding (Rules VIII.A.3)
  - a. Ascent Academies of Utah shall provide, either singly or in cooperation with other school districts or public institutions, a FAPE for all students with disabilities who are residents of the public charter school. The program shall include necessary special facilities, instruction, and education-related services. The costs of Ascent Academies of Utah's program, or share of a joint program, shall be paid from LEA funds.
  - b. Ascent Academies of Utah shall receive funds under UCA 53F-2-1, State Funding--Minimum School Program (MSP), and other applicable laws to provide special education services in accordance with the Rules.
  - c. Ascent Academies of Utah may, singly or in cooperation with other public entities, provide education and training for persons with disabilities who are younger than 3 or older than 22. The cost of such a program may be paid from fees, contributions, and other funds received by LEA for support of the program but may not be paid from public education funds.
  - d. The requirements of Part B of the IDEA and the Rules are binding on each LEA and other public agency that has direct or delegated authority to provide special education and related services in the State of Utah.

### **VIII.B. STATE ELIGIBILITY (RULES VIII.B.)**

1. Program options (34 CFR § 300.110; Rules VIII.B.3).
  - a. Ascent Academies of Utah takes steps to ensure that its students with disabilities have available to them the variety of educational programs and services available to students who are nondisabled in the area served by the agency, including art, music, industrial arts, consumer and homemaking education, and vocational education.

**VIII.C. USBE PROGRAM MONITORING (RULES VIII.D.2-3.)**

1. Ascent Academies of Utah is involved in the UPIPS monitoring system, as required under Part B of the IDEA, R277-709, and R277-114-3.
  - a. Ascent Academies of Utah shall complete the required activities according to the timeline provided by the USBE staff.
2. Results of the monitoring process are publicly available, upon request.t.

**VIII.D. PERSONNEL QUALIFICATIONS (34 CFR § 300.156; RULES VIII.K.3-5.)**

1. Qualifications for special education teachers (34 CFR § 300.156; R277-301).
  - a. The USBE and IDEA established qualifications for each person employed as a public school special education teacher in the State who teaches in an elementary school, middle school, or secondary school.
  - b. The qualifications established by USBE and IDEA ensure that each person employed as a public school special education teacher in the State who teaches in an elementary school, middle school, or secondary school—
    - (1) Has obtained full State certification as a special education teacher (including certification obtained through an alternate route to certification as a special educator, if such alternate route meets minimum requirements described in 34 CFR 200.56(a)(2)(ii)), or passed the State special education teacher licensing examination, and holds a license to teach in the State as a special education teacher;
    - (2) Has not had special education certification or licensure requirements waived on an emergency, temporary, or provisional basis; and
    - (3) Holds at least a bachelor's degree.
  - c. A teacher will be considered to meet the standard of this section if that teacher is participating in an alternate route to special education certification program under which:
    - (1) The teacher:
      - (a) Receives high-quality professional development that is sustained, intensive, and classroom-focused in order to have a positive and lasting impact on classroom instruction, before and while teaching;

## Responsibilities of the Utah State Board of Education

- (b) Participates in a program of intensive supervision that consists of structured guidance and regular ongoing support for teachers or a teacher mentoring program;
      - (c) Assumes functions as a teacher only for a specified period of time not to exceed three years; and
      - (d) Demonstrates satisfactory progress toward full certification as prescribed by the State; and
    - (2) The State ensures, through its certification and licensure process, that the provisions of this section are met.
  - d. An adapted physical education endorsement, attached to a general or special education license, is requirement for educators to teach adapted physical education.
2. Related services personnel and paraeducators (R277-301, R277-306, and R277-324).
- a. The qualifications include qualifications for related services personnel and paraeducators that:
    - (1) Are consistent with any State-approved or State-recognized certification, licensing, registration, or other comparable requirements that apply to the professional discipline in which those personnel are providing special education or related services; and
    - (2) Ensure that related services personnel who deliver services in their discipline or profession:
      - (a) Meet the requirements; and
      - (b) Have not had certification or licensure requirements waived on an emergency, temporary, or provisional basis; and
    - (3) Allow paraeducators and assistants who are appropriately trained and supervised, in accordance with State law, regulation, or written policy, in meeting the requirements of this part, to be used to assist in the provision of special education and related services under Part B of the IDEA to students with disabilities.
    - (4) Interpreters for the Deaf.

- (a) Under UCA 35A-13-604, an individual is required to be certified as an interpreter if that individual provides interpreter services for students who are deaf and hard of hearing.
3. Notwithstanding any other individual right of action that a parent, student who is an adult, or student may maintain under this part, nothing in this part shall be construed to create a right of action on behalf of an individual student or a class of students for the failure of the USBE or Ascent Academies of Utah, or other public agency employee to be highly qualified, or to prevent a parent or adult student from filing a State complaint or due process complaint about staff qualifications with the State Director of Special Education.

**VIII.E. REPORTING ON SUSPENSION AND EXPULSION RATES (34 CFR § 300.170; RULES VIII.M.)**

1. Through daily uploads, Ascent Academies of Utah shall report to the USBE staff, through the UTREx reporting system, on the rates of long-term suspensions and expulsions of students with disabilities and students who are nondisabled, including data disaggregated by race and ethnicity. The USBE staff shall examine these data to determine if significant discrepancies are occurring:
  - a. Between students who are nondisabled and students with disabilities within Ascent Academies of Utah.
2. If discrepancies are occurring, the USBE staff shall review and, if appropriate, require revisions in both USBE and LEA policies, procedures, and practices to ensure compliance with Part B of the IDEA.
3. Policies, procedures, and practices to be reviewed and, if appropriate, revised, include:
  - a. The development and implementation of IEPs;
  - b. The use of positive behavior interventions and supports; and
  - c. Procedural safeguards.

**VIII.F. PROHIBITION ON MANDATORY MEDICATION (34 CFR § 300.174; RULES VIII.X.)**

1. The USBE prohibits State and Ascent Academies of Utah personnel from requiring parents or student who is an adult to obtain a prescription for substances identified under schedules I, II, III, IV, or V in section 202(c) of the Controlled Substances Act



for a student as a condition of attending school, receiving an evaluation, or receiving services under Part B of the IDEA (21 USC § 812(c)).

2. Nothing in Rules VIII.X.1. shall be construed to create a Federal prohibition against teachers and other school personnel consulting or sharing classroom- based observations with parent(s) or student who is an adult regarding a student's academic and functional performance, or behavior in the classroom or school, or regarding the need for evaluation for special education or related services related to child find.

## IX. LEA ELIGIBILITY AND RESPONSIBILITIES

### IX.A. LEA ELIGIBILITY FOR IDEA PART B FUNDS (34 CFR §§ 300.211–212, 220; RULES IX.A.)

1. Federal special education funding is made available through a grant to the state from the OSEP. These funds are restricted and may only be used to provide services and program for students who qualify under Part B of the IDEA. Funds are available for students who are 3–5 (section 619 Preschool) and for students age 3– 21 (section 611 School-Age). Some funds are retained at the state level for administration and for state level activities. The remaining funds are distributed to Utah Local Education Agencies (LEAs) by formula.
2. Annually, the USBE staff shall notify Ascent Academies of Utah of the availability of Federal funds under Part B of the IDEA. In order to receive IDEA Part B flow-through funds, Ascent Academies of Utah must have in effect a USBE-approved special education program (Rules X.B.2.), including policies and procedures that are consistent with the Rules.
3. Ascent Academies of Utah must have a USBE-approved special education program (UCA 53F-2- 307). Ascent Academies of Utah’s program is approved by the state board when Ascent Academies of Utah’s special education policies and procedures are approved by the USBE special education staff and then by Ascent Academies of Utah’s local board in a public meeting. The LEA must submit documentation of the local board’s approval to the USBE special education staff.
4. The USBE approval of Ascent Academies of Utah’s policies and procedures includes the approval of any supporting documentation necessary to ensure their implementation. All required minimum components of Rules IX.A.4.a-e are addressed in this policies and procedures manual.
5. As part of establishing eligibility for Part B funds, Ascent Academies of Utah must have revised policies and procedures in alignment with the IDEA 2004 final regulations and current rules within one year of the final Board approval of the Rules.
6. Policies and procedures submitted by Ascent Academies of Utah in accordance with this section, and approved by the USBE staff, remain in effect until any of the following occur (34 CFR § 300.220):

- a. Ascent Academies of Utah submits modifications to the USBE staff that the USBE or LEA determines are necessary;
    - (1) The provisions of the Rules apply to any modifications in an LEA's policies and procedures in the same manner and to the same extent as the LEA's original policies and procedures.
  - b. The USBE staff gives Ascent Academies of Utah notice of a new interpretation of the IDEA by Federal or State courts, or a change in Federal statute; or
  - c. There is an official finding of noncompliance with Federal or State law or regulations that requires a change in Ascent Academies of Utah 's policy and procedures.
7. Ascent Academies of Utah must have on file with the USBE staff information to demonstrate that it will make available to parents of students with disabilities or student who is an adult and to the general public all documents relating to the eligibility of the LEA under Part B of the IDEA (34 CFR § 300.212).
  8. Ascent Academies of Utah creates annual improvement goals based on the State Performance Plan (SPP) and Annual Performance Report (APR) Indicators to improve outcomes for students with disabilities (Rules IX.A.4.d(2)(s)).
  9. Ascent Academies of Utah collects and provides additional information which the USBE may require in order to meet Federal reporting requirements, including suspension and expulsion rates, LRE environments, disproportionality data, personnel information, and others (Rules IX.A.4.e.).

**IX.B. USE OF PART B FEDERAL FUNDS BY THE LEA (34 CFR §§ 300.200–206, 208; RULES IX.B.)**

1. Ascent Academies of Utah submits a plan that provides assurances to the USBE that Ascent Academies of Utah meets each of the conditions in this section (34 CFR § 300.200).
2. Ascent Academies of Utah, in providing for the education of students with disabilities within its jurisdiction, must have in effect policies, procedures, and programs that are consistent with the State policies and procedures established in Rules (34 CFR § 300.201).
3. Use of amounts (34 CFR § 300.202).

- a. Ascent Academies of Utah must have on file with the USBE staff information to demonstrate that amounts provided to the LEA under Part B of the IDEA:
  - (1) Must be expended in accordance with the applicable provision of the Rules;
  - (2) Must be used only to pay the excess costs of providing special education and related services to students with disabilities consistent with the Rules; and
  - (3) Must be used to supplement State, local, and other Federal funds and not to supplant those funds.
4. The excess cost requirement prevents Ascent Academies of Utah from using funds provided under Part B of the IDEA to pay for all the costs directly attributable to the education of a student with a disability.
5. Ascent Academies of Utah meets the excess cost requirement if it has spent at least a minimum average amount for the education of its students with disabilities before funds under Part B of the IDEA are used.
6. Maintenance of effort (MOE) (34 CFR § 300.203).
  - a. Eligibility standard.
    - (1) For purposes of establishing Ascent Academies of Utah's eligibility for an award for a fiscal year, the USBE must determine that Ascent Academies of Utah budgets for the education of students with disabilities for at least the same amount, from at least one of the following sources, as the LEA spent for that purpose from the same source for the most recent fiscal year for which information is available:
      - (a) Local funds only;
      - (b) The combination of State and local funds;
      - (c) Local funds only on a per capita basis; or
      - (d) The combination of State and local funds on a per capita basis.
    - (2) When determining the amount of funds that Ascent Academies of Utah must budget to meet the requirement in the Rules IX.B.6.a.(1), Ascent Academies of Utah may take into consideration, to the extent the

information is available, the exceptions and adjustment provided in 34 CFR §§ 300.204 and 300.205 that Ascent Academies of Utah:

- (a) Took in the intervening year or years between the most recent fiscal year for which information is available and the fiscal year for which Ascent Academies of Utah is budgeting; and
    - (b) Reasonably expects to take in the fiscal year for which Ascent Academies of Utah is budgeting.
  - (3) Expenditures made from funds provided by the Federal government for which the USBE is required to account to the Federal government or for which Ascent Academies of Utah is required to account to the Federal government directly or through the USBE may not be considered in determining whether Ascent Academies of Utah meets the standard in Rules IX.B.6.a.(1).
- b. Compliance standard.
- (1) Except as provided in 34 CFR §§ 300.204 and 300.205, funds provided to Ascent Academies of Utah under Part B of the IDEA must not be used to reduce the level of expenditures for the education of students with disabilities made by Ascent Academies of Utah from local funds below the level of those expenditures for the preceding fiscal year.
  - (2) Ascent Academies of Utah meets this standard if it does not reduce the level of expenditures for the education of students with disabilities made by Ascent Academies of Utah from at least one of the following sources below the level of those expenditures from the same source for the preceding fiscal year, except as provided in 34 CFR §§ 300.204 and 300.205:
    - (a) Local funds only;
    - (b) The combination of State and local funds;
    - (c) Local funds only on a per capita basis; or
    - (d) The combination of State and local funds on a per capita basis.
  - (3) Expenditures made from funds provided by the Federal government for which the USBE is required to account to the Federal government or for which Ascent Academies of Utah is required to account to the Federal

government directly or through the USBE may not be considered in determining whether an LEA meets the standard of Rules IX.B.6.b.(1) and IX.B.6.b.(2).

c. Subsequent years.

- (1) If, in the fiscal year beginning on July 1, 2013 or July 1, 2014, Ascent Academies of Utah fails to meet the requirements of 34 CFR § 300.203 in effect at that time, the level of expenditures required of Ascent Academies of Utah for the fiscal year subsequent to the year of the failure is the amount that would have been required in the absence of that failure, not Ascent Academies of Utah's reduced level of expenditures.
- (2) If, in any fiscal year beginning on or after July 1, 2015, Ascent Academies of Utah fails to meet the requirement of Rules IX.B.6.b.(2)(a) or IX.B.6.b.(2)(c) and Ascent Academies of Utah is relying on local funds only, or local funds only on a per capita basis, to meet the requirements of Rules IX.B.6.a or IX.B.6.b, the level of expenditures required of Ascent Academies of Utah for the fiscal year subsequent to the year of the failure is the amount that would have been required under Rules IX.B.6.b.(2)(a) or IX.B.6.b.(2)(c) in the absence of that failure, not Ascent Academies of Utah's reduced level of expenditures.
- (3) If, in any fiscal year beginning on or after July 1, 2015, Ascent Academies of Utah fails to meet the requirement of Rules IX.B.6.b.(2)(b) or IX.B.6.b.(2)(d) and Ascent Academies of Utah is relying on the combination of State and local funds, or the combination of State and local funds on a per capita basis, to meet the requirements of Rules IX.B.6.a or IX.B.6.b, the level of expenditures required of Ascent Academies of Utah for the fiscal year subsequent to the year of the failure is the amount that would have been required under Rules IX.B.6.b.(2)(b) or IX.B.6.b.(2)(d) in the absence of that failure, not Ascent Academies of Utah's reduced level of expenditures.

d. Consequence of failure to maintain effort.

- (1) If Ascent Academies of Utah fails to maintain its level of expenditures for the education of students with disabilities in accordance with Rules IX.B.6.b, the USBE is liable in a recovery action under section 452 of the GEPA (20 USC § 1234a) to return to the Department, using non-Federal

funds, an amount equal to the amount by which Ascent Academies of Utah failed to maintain its level of expenditures in accordance with Rules IX.B.6.b. in that fiscal year, or the amount of Ascent Academies of Utah's Part B subgrant in that fiscal year, whichever is lower.

- (2) If the USBE is required to return funds to the Department because of Ascent Academies of Utah's failure to meet the Maintenance of Effort requirement, the USBE shall reduce the amount provided to the Ascent Academies of Utah's MSP Basic Program on a 1/12 basis.

7. Exception to maintenance of effort (34 CFR § 300.204).

- a. Ascent Academies of Utah may reduce the level of expenditures by Ascent Academies of Utah under Part B of the IDEA below the level of those expenditures for the preceding fiscal year if the reduction is attributable to any of the following:

- (1) The voluntary departure, by retirement or otherwise, or departure for just cause, of special education or related services personnel.
- (2) A decrease in the enrollment of students with disabilities.
- (3) The termination of the obligation of Ascent Academies of Utah, consistent with this part, to provide a program of special education to a particular student with a disability that is an exceptionally costly program, as determined by the USBE staff, because the student:
  - (a) Has left the jurisdiction of Ascent Academies of Utah;
  - (b) Has reached the age at which the obligation of Ascent Academies of Utah to provide a FAPE to the student has terminated; or
  - (c) No longer needs the program of special education.
- (4) The termination of costly expenditures for long-term purchases, such as the acquisition of equipment or the construction of school facilities.
- (5) The assumption of cost by the high-cost fund (i.e., Intensive Services fund) operated by the USBE staff.

8. Adjustment to local fiscal efforts in certain fiscal years (34 CFR § 300.205).

- a. For any fiscal year for which the allocation received by Ascent Academies of Utah under Part B of the IDEA exceeds the amount Ascent Academies of Utah

received for the previous fiscal year, Ascent Academies of Utah may reduce the level of expenditures otherwise required by maintenance of efforts requirements by not more than 50 percent of the amount of that excess.

- b. Use of amounts to carry out activities under ESEA/ESSA.
    - (1) If Ascent Academies of Utah exercises the authority to reduce the level of expenditures due to an increase in Part B funds, Ascent Academies of Utah must use an amount of local funds equal to the reduction in expenditures to carry out activities that could be supported with funds under the ESEA/ESSA, regardless of whether Ascent Academies of Utah is using funds under the ESEA/ESSA for those activities.
  - c. The USBE staff must prohibit Ascent Academies of Utah from reducing the level of expenditures for a fiscal year, if the USBE staff determines that:
    - (1) Ascent Academies of Utah is unable to establish and maintain programs of FAPE that meet the requirements of Part B of the IDEA, or
    - (2) The USBE staff has taken action against Ascent Academies of Utah under Section 616 of the IDEA and subpart F of the regulations (Monitoring, Technical Assistance, and Enforcement).
  - d. The amount of funds expended by Ascent Academies of Utah for mandatory or voluntary Coordinated Early Intervening Services shall count toward the maximum amount of expenditures that Ascent Academies of Utah may reduce under the requirements of this section.
9. If the USBE staff determines that Ascent Academies of Utah is not meeting the requirements of Rules, the USBE staff may prohibit Ascent Academies of Utah from treating funds received under Part B of the IDEA as local funds under this section for any fiscal year, but only if it is authorized to do so by the State constitution or State statute.
10. School-wide programs under Title I of the ESEA/ESSA (34 CFR § 300.206).
- a. Ascent Academies of Utah may use funds received under Part B of the IDEA for any fiscal year to carry out a school-wide program under section 1114 of the ESEA/ESSA, except that the amount used in any school-wide program may not exceed the amount received by Ascent Academies of Utah under Part B of the IDEA for that fiscal year:



- (1) Divided by the number of students with disabilities in the jurisdiction of the LEA; and
  - (2) Multiplied by the number of students with disabilities participating in the school-wide program.
- b. The funds described in this section must be considered as Federal Part B funds for purposes of the calculations required for excess costs and supplanting.
  - c. The funds may be used without regard to the requirements of 34 CFR § 300.202(a)(1) of the IDEA.
  - d. All other requirements of Part B of the IDEA must be met by Ascent Academies of Utah using Part B funds for school-wide programs under section 1114 of the ESEA/ESSA, including ensuring that students with disabilities in school-wide program schools:
    - (1) Receive services in accordance with a properly developed IEP; and
    - (2) Are afforded all of the rights and services guaranteed to students with disabilities under Part B of the IDEA.A.

**IX.C. CHARTER SCHOOLS AND THEIR STUDENTS (34 CFR § 300.209; RULES IX.C.)**

1. Students with disabilities ages 3 through 21 who attend public charter schools and their parent(s) or adult students retain all rights under Part B of the IDEA and the Rules.
2. If the public charter school is an LEA that receives funding under Part B or State special education funding, that charter school is responsible for ensuring that all of the requirements of Part B of the IDEA and the Rules are met. Charter schools may not refer potential or enrolled students with disabilities back to their school district of residence due to a disability, child find, or need for special education and related services, including placements.
3. If the public charter school is not an LEA receiving funding under Part B or State special education funding, or a school that is part of an LEA receiving funding under Part B or State special education funding, the USBE is responsible for ensuring that the requirements of Part B and the Rules are met.
  - a. Nothing in the Rules prohibit school districts and charter schools from developing a Memorandum of Understanding (MOU) to address student specific needs and/or placements.

**IX.D. COORDINATED EARLY INTERVENING SERVICES (CEIS) (34 CFR § 300.226; RULES IX.D.)**

1. Ascent Academies of Utah may not use more than 15 percent of the amount Ascent Academies of Utah receives under Part B of the IDEA for any fiscal year, less any amount reduced by the LEA pursuant to maintenance of effort, if any, in combination with other amounts (which may include amounts other than education funds), to develop and implement coordinated early intervening services (CEIS), which may include interagency financing structures, for students in kindergarten through grade 12 (with a particular emphasis on students in kindergarten through grade three) who are not currently identified as needing special education or related services, but who need additional academic and behavioral support to succeed in a general education environment.
2. In implementing CEIS, Ascent Academies of Utah may carry out activities that include:
  - a. Professional learning (which may be provided by entities other than LEAs) for teachers and other school staff to enable such personnel to deliver scientifically based academic and behavior interventions, including scientifically based literacy instruction, and, where appropriate, instruction on the use of adaptive and instructional software; and
  - b. Providing educational and behavioral evaluations, services, and supports, including scientifically based literacy instruction.
3. CEIS may not be used to limit or create a right to FAPE under Part B of the IDEA or to delay appropriate evaluation of a student suspected of having a disability.
4. Ascent Academies of Utah that develops and maintains coordinated early intervening services (either mandatory or voluntarily) under this section must annually report to the USBE staff on:
  - a. The number of students served under this section who received early intervening services; and
  - b. The number of students served under this section who received early intervening services and subsequently receive special education and related services under Part B of the IDEA during the preceding two-year period.
5. Funds made available to carry out this section may be used to carry out coordinated early intervening services aligned with activities funded by, and carried out under, the ESEA/ESSA if those funds are used to supplement, and not supplant,

funds made available under the ESEA/ESSA for the activities and services assisted under this section.

**IX.E. PERSONNEL DEVELOPMENT (34 CFR § 300.207; RULES IX.E.)**

1. Ascent Academies of Utah must ensure that all personnel necessary to carry out Part B of the IDEA are appropriately and adequately prepared, subject to the requirements related to personnel qualifications and section 2122 of the ESEA/ESSA, as well as 34 CFR § 300.156; R277-304, R277-306, R277-320, and R277-324.
2. Paraeducators, when used to carry out Part B of the IDEA, must be appropriately trained and supervised, and utilized in accordance with the USBE Paraeducator Standards.
  - a. Ascent Academies of Utah shall provide documentation of training and supervision to USBE staff upon request.

**IX.F. FUNDED PREVALENCE OF DISABLING CONDITIONS (UCA 53F-2-307; RULES IX.F.)**

1. When calculating and applying the growth factor, a school district's total special education average daily membership (ADM) for a given year is limited to the following percentage of the school district's total student ADM for the same year:
  - a. For a school district in a county of the first, second, or third class, 14%; and
  - b. For a school district in the county of the fourth, fifth, or sixth class, 20%..

**IX.G. LEA PROVISION OF FAPE (34 CFR § 300.101; RULES IX.G.)**

1. Ascent Academies of Utah remains obligated to provide a student with a disability with a FAPE even when Ascent Academies of Utah has not personally engaged with the student during the prior ten consecutive days and therefore may no longer count the student as an eligible student under pupil accounting (R277-419).
2. Ascent Academies of Utah will oversee the caseload of each special educator (including psychologists, social workers, speech language pathologists, occupational therapists, physical therapists, adapted physical education specialists, and any other related servers) to ensure that a FAPE is available to all eligible students with disabilities.

**IX.H. ROUTINE CHECKING OF HEARING AIDS AND EXTERNAL COMPONENTS OF SURGICALLY IMPLANTED MEDICAL DEVICES (34 CFR § 300.113; RULES IX.H.)**

1. Hearing aids. Ascent Academies of Utah must ensure that hearing aids worn in school by students with hearing loss, including deafness, are functioning properly.
2. External components of surgically implanted medical devices.
  - a. Subject to Rules IX.H.2.b, each public agency must ensure that the external components of surgically implanted medical devices are functioning properly.
  - b. For a student with a surgically implanted medical device who is receiving special education and related services, Ascent Academies of Utah is not responsible for the post-surgical maintenance, programming, or replacement of the medical device that has been surgically implanted (or of an external component of the surgically implanted medical device).

**IX.I. EDUCATOR LICENSE REQUIREMENTS (R277-301, R277-304, R277-306, AND R277-320; RULES IX.I.)**

1. Professionals providing services to students with disabilities must hold a Utah Professional Educator License or Endorsement in the area in which they provide services. This includes special education teachers, speech/language pathologists, school psychologists, school social workers, and other professionals. Physical and occupational therapists must hold appropriate Utah licensure. Ascent Academies of Utah superintendent or charter school administration shall be responsible for the evaluation of the appropriateness of licenses and endorsements when assigning staff members. Ascent Academies of Utah refers to the USBE Teaching, Leadership, and Paraeducator Standards.
2. "License areas of concentration" or "license area" means a designation on a license of the specific educational setting or role for which the individual is qualified, to include the following:
  - a. Early Childhood;
  - b. Elementary;
  - c. Secondary;
  - d. School Leadership
  - e. Career and Technical Education or "CTE";

- f. School Counselor;
  - g. School Psychologist;
  - h. Special Education;
  - i. Preschool Special Education;
  - j. Deaf Education;
  - k. Speech-Language Pathologist;
  - l. Speech-Language Technician;
  - m. School Social Worker; and
  - n. Audiologist. (R277-301-2.7(a)).
3. Individuals providing psychological evaluation services for students with disabilities must hold a Utah education license for school psychologists or State licensure and meet the assessment publisher's criteria for administration.
  4. An adapted physical education endorsement is required for special educators and general educators to teach adapted physical education.

**IX.J. PURCHASE OF INSTRUCTIONAL MATERIAL IN ACCESSIBLE FORMATS (34 CFR § 300.210; RULES IX.J.)**

1. An LEA that chooses to coordinate with the NIMAC, when purchasing print instructional materials, must acquire those instructional materials in the same manner, and subject to the same conditions as the USBE under Rules VIII.W.
2. If Ascent Academies of Utah chooses not to coordinate with the NIMAC, Ascent Academies of Utah must provide an assurance to the USBE that Ascent Academies of Utah will provide instructional materials to blind persons or other persons with print disabilities in a timely manner.
3. Nothing in this section relieves Ascent Academies of Utah of its responsibility to ensure that students with disabilities who need instructional materials in accessible formats but are not included under the definition of blind or other persons with print disabilities or who need materials that cannot be produced from NIMAS files, receive those instructional materials in a timely manner.
4. For all purposes of this section, the USBE defines timely manner as follows: the USBE and LEAs must take reasonable steps to provide instructional materials in

accessible formats to students with disabilities who need those instructional materials at the same time as other students receive instructional materials.

## X. SPECIAL EDUCATION FUNDING

1. The USBE has a responsibility under both Federal and State law to monitor implementation of the IDEA by LEAs through a system of general supervision that improves educational results and functional outcomes and ensures that public agencies meet program requirements. The special education program that is funded both from federal and state funds and it is critical to understand the similarities and differences of these funding sources.
2. *Federal special education funds* means funds paid to the State under IDEA Part B for the purposes of special education.
3. *State special education funds* means state funds appropriated to public education for the purposes of special education.
4. Federal special education funds are calculated, allocated, and classified differently than state special education funds. The Rules outline the regulations, restrictions, and allowable costs and activities applicable to each funding source; some requirements are the same for both funding sources and some provisions apply only to one or the other.

### X.A. STATE SPECIAL EDUCATION FUNDS GENERALLY (UCA 53F-2-307; RULES X.A.1-2.)

1. State special education funds may be spent only for direct costs and construction or altering existing facilities, as outlined in the Rules.
  - a. Direct costs are those elements of cost which can be easily, obviously, and conveniently identified with specific special education activities or programs, as distinguished from those costs incurred for several different activities or programs and whose elements are not readily identifiable with specific special education activities.
  - b. Constructing facilities or altering existing facilities if:
    - (1) The costs are necessary costs and reasonable costs;
    - (2) The costs are not for the general purpose of bringing facilities into compliance with:
      - (a) Section 504 of the Rehabilitation Act of 1973; or
      - (b) The Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq.;

- (3) The construction or alteration meets the needs of one or more students with disabilities; and
  - (4) Ascent Academies of Utah submits an application for review by the state board;
  - (5) The state board approves the expenditure in accordance with rules, including requirements that:
    - (a) Ascent Academies of Utah has not been identified with significant disproportionality;
    - (b) Ascent Academies of Utah has no outstanding uncorrected findings of non-compliance;
    - (c) Ascent Academies of Utah has no dispute resolution findings related to FAPE in the past year;
    - (d) Ascent Academies of Utah has been determined to “meet requirements” based on the USBE’s programmatic Results Driven Accountability/Annual Performance Report (RDA/APR); and
    - (e) No other evidence, e.g., from school accreditation, fiscal audits, etc., indicators that Ascent Academies of Utah is not adequately providing FAPE.
2. State special education funds are appropriated to the MSP and provide restricted (categorical) monies that must be spent for the education of students with disabilities.

**X.B. ALLOCATION OF STATE SPECIAL EDUCATION FUNDS FOR PROGRAMS FOR STUDENTS WITH DISABILITIES (UCA 53F-2-307; R277-479; RULES X.B.3.)**

1. Ascent Academies of Utah must be current with the UPIPS monitoring requirements, including correction of noncompliance within one year of notification, annual Corrective Action Plan (CAP) and PIP reports, and desk audit submissions to be eligible for State special education funds.

**X.C. SPECIAL EDUCATION ADD-ON ALLOWABLE USE (FUND1205) (UCA 53F-2-307(1); RULES X.C.)**

1. Ascent Academies of Utah must use funds in accordance with Rules X.B. and to cover the direct costs of providing special education to students with disabilities.



**X.D. SPECIAL EDUCATION SELF-CONTAINED ALLOWABLE USE (FUND 1210) (UCA 53F-2-307, -308(3); RULES X.E.)**

1. *Self-contained* means a student in public-school with an IEP or a youth in custody/care (YIC) who receives 180 minutes or more of special education or YIC services during a typical school day per R277-419-2(35).
2. Ascent Academies of Utah must use Special Education Self-Contained funds only for direct costs attributable to the cost of the special education of students with disabilities whose placement is a special class or self-contained environment.

**X.E. STATE SPECIAL EDUCATION IMPACT AID ALLOWABLE USE (FUND 1225) (UCA 53F-2-307(1); RULES X.I.)**

1. Must be used for direct costs attributable to the cost of administering the special education program as follows:
  - a. Costs for students in state custody (prisons, detention facilities, and the state hospital)
  - b. Additional costs attributable for services to students with low-incidence disabilities
2. Funds must be used in accordance with Rules X.B. and to cover the direct costs of providing special education to students with disabilities.

**X.F. STATE SPECIAL EDUCATION EXTENDED SCHOOL YEAR (ESY) ALLOWABLE USE (FUND 1220) (UCA 53F-2-308(2); RULES X.K.)**

1. Must be used for direct costs attributable to the cost of ESY provided to students with disabilities, determined by the student's IEP team to require ESY) in order to receive a FAPE and in accordance with R277-751.
2. Funds must be used in accordance with Rules X.B. and to cover the direct costs of providing special education to students with disabilities in accordance with R277-751.51.

**X.G. STATE EXTENDED SCHOOL YEAR STIPEND FOR SPECIAL EDUCATORS (EYSE) ALLOWABLE USE (FUND 1278) (UCA 53F-2-310; RULES X.M.)**

1. Must be used for salaries and allowable benefits of Special Education Teachers, or Speech Language Pathologists who provide eligible services under R277- 525- 2.

2. A special educator receiving a stipend shall: (a) work an additional day beyond the number of days contracted with the special educator's school district or school for each daily stipend; (b) schedule the additional days of work before or after the school year; and (c) use the additional days of work to perform duties related to the IEP process, including: administering student assessments, conducting IEP meetings, writing IEP's, conferring with parent(s) or student who is an adult, and preparing and maintaining records.

**X.H. STATE SPECIAL EDUCATION INTENSIVE SERVICES ALLOWABLE USE (FUND1230) (UCA 53F-2-309(1); RULES X.O.)**

1. Must be used for direct costs attributable to the cost of implementing IEPs for students with disabilities.
2. Cost of services to a student with a disability must be in excess of three times the annual average per pupil expenditure (APPE) as calculated by USBE Financial Operations.
3. Costs must meet the eligibility requirements outlined in R277-752.

**X.I. STATE SPECIAL EDUCATION FUNDS ALLOWABLE USE (UCA 53F-2-307; RULES X.P.)**

1. State special education funds may be spent only for direct costs and construction or altering existing facilities as outlined in Rules X.A. and X.B., Direct costs are those elements of cost which can be easily, obviously, and conveniently identified with specific special education activities or programs, as distinguished from those costs incurred for several different activities or programs and whose elements are not readily identifiable with specific special education activities (Rules X.A.1.).
2. The costs of providing for specially designed instruction, related services, and supplementary aids and services provided in a regular class or other education-related setting to a student with a disability in accordance with the IEP of the student are allowable.
3. The costs of providing inclusive special education preschool services are an allowable excess cost.
4. The costs of including peer models in IEP services that require a peer model are allowable.

5. The costs of providing co-teaching, in which both a licensed general educator and licensed special education teacher plan and provide specially designed instruction are allowable.
6. Ascent Academies of Utah follows the allowable use of state special education funds as listed in Rules X.P.6.

**X.J. ALLOWABLE COSTS FOR FEDERAL (IDEA) SPECIAL EDUCATION FUNDS (RULES X.R.1., 4-8.)**

1. Funds paid to the State under IDEA Part B for the purposes of special education ("Federal special education funds") are calculated, allocated, and classified according to 34 CFR §300.705.
2. Ascent Academies of Utah will use Federal special education funds for the costs of providing for specially designed instruction, related services, and supplementary aids and services provided in a regular class or other education- related setting to a student with a disability in accordance with the IEP of the student are allowable.
3. Ascent Academies of Utah will use Federal special education funds for the costs of including peer models in IEP services that require a peer model are allowable.
4. Ascent Academies of Utah will use Federal special education funds for the costs of providing co-teaching, in which both a licensed general educator and licensed special education teacher plan and provide specially designed instruction are allowable.
5. Ascent Academies of Utah follows the allowable use of Federal special education funds, as listed in Rules X.R.8.

(Appendix)

## Private Therapists, Parent Visitors and Volunteers

### **PRIVATE THERAPISTS**

1. Ascent Academies of Utah will not provide time or space during the school day for private providers or therapists to work with students.
2. Ascent Academies of Utah will not provide time or space on for private therapists to conduct observations, assessments, or evaluations students during the school day.

3. Ascent Academies of Utah welcome private therapists to meetings. If a parent or guardian wishes to invite an private therapist, we welcome the therapist's attendance and input, though the therapist is not an official member of the IEP team, and therefore will not hold decision-making authority.

**PARENT AND VISITORS AND VOLUNTEERS**

1. Ascent Academies of Utah follows the Utah's volunteer and visitor policies for general education classrooms.
  - a. Due to the sensitive nature of the legal right of students in special education to have their confidentiality preserved by school staff, we do not permit parent volunteers and visitors into our special education classrooms.

# **Student Conduct and Discipline Policy**

**Adopted: June 9, 2017**

**Revised: March 25, 2019**

**Reviewed: June 25, 2020**

**Revised: July 27, 2020**

**Reviewed: June 23, 2021**

**Reviewed: June 28, 2022**

## **1. PURPOSE, BELIEFS, AND PHILOSOPHY**

### **1.1 Purpose**

***The purpose of Ascent Academies of Utah's (the "School") Student Conduct and Discipline Policy is to help all students develop positive relationships with other students and adults, take responsibility for their actions and learning, and develop the self-discipline necessary to create an environment that is characterized by physical and emotional safety in order to enhance learning for everyone.***

The School will foster a school and community-wide expectation of good citizenship for students and a sense of responsibility in the school community for rules and standards of behavior.

The School will promote and require:

- student responsibility for learning and behavior in all grades;
- student conduct that produces a proper learning environment and respect for the personal, civil, and property rights of all members of the School community;
- parents and guardians of all students to assume proper responsibility for their students' behavior and to cooperate with School authorities in encouraging student self-discipline and discouraging behavior that is disruptive to the School's educational program.

### **1.2 Beliefs and Expectations**

The School's beliefs and expectations set a positive and inviting culture for dealing with student behavior issues.

#### **Beliefs:**

- Punishment alone will not change behavior
- Much aggressive behavior is a relationship problem, not a behavior problem
- Adults must model the behaviors they expect from the students
- We expect conflicts, but we expect conflicts to be resolved and relationships mended

**Expectations:**

- Students will show respect for other students
- Students will show respect for adults
- Students will show respect for the building
- Adults will show respect for students
- Students will develop self-discipline

**1.3 Procedural Philosophy**

The School recognizes that establishing a procedural philosophy consistent with the desired positive school environment is as important as following legal and due process procedures. The School's policy sets forth appropriate legal and due process procedures and will be followed within the context of the procedural philosophy outlined below:

**Procedures:****When students are involved in conflicts with other students, they will:**

- Work together to resolve the conflict
- Work to repair the relationship and build trust
- Be subject to additional consequences if they exhibit unsafe behaviors during the conflict

**When students are involved in a conflict with or feel they have been treated unfairly by a member of the staff or a volunteer, they will:**

- Report their feelings to their parent or to the administrator or counselor, who will work together to set up a conference with the student, the parent, an administrator or counselor, and the adult involved in order to resolve the conflict and mend the relationship

**When students flagrantly disregard the safety of others, show blatant disrespect to others, or consistently behave in a disrespectful or unsafe way:**

- The student will be subjected to consequences and positive behavior support to ensure that the student will make better choices in the future. Consequences might include:
  - In-School Suspension
  - Out of School Suspension
  - Expulsion
  - Restitution
  - Repayment for damages
- The student will work to earn back the trust of the school community by actions such as:
  - Genuine apology to injured or affected parties
  - Demonstration of appropriate behaviors following the incident
  - Repair or replace any damaged items

### **Due process to protect the rights of students will include:**

- All students will be treated with dignity and respect as they go through correction procedures. The administration will see to it that their rights are protected through the process. If parents feel their student has not been treated fairly, they may request a hearing with the School's Board of Directors (the "**Board**") in accordance with the School's Grievance Policy.
- Parents will be notified when students are involved in situations that are deemed to be serious.
- Parents and students will be notified of the expectations, possible consequences, and the procedures involved in this policy at the beginning of each school year.

## **2. ENVIRONMENT**

### **2.1 Safe School Environment**

It is the School's policy to promote a safe and orderly school environment for all students and employees. Accordingly, the School holds all students, employees, and other adults to the highest standards of behavior in the classroom, on School grounds, in School vehicles, and during School-sponsored activities. Criminal acts or disruptive behavior of any kind will not be tolerated, and any individual who engages in such activity will be subject to disciplinary action, criminal prosecution, or both.

### **2.2 Discrimination Prohibited**

It is the School's policy to provide equal educational and employment opportunity for all individuals. Therefore, the School prohibits all discrimination on the basis of race, color, religion, sex, age, national origin, disability, or veteran status. Complaints of discrimination or unfair application of this policy should be submitted pursuant to the School's Grievance Policy.

## **3. DEFINITIONS**

### **3.1 Suspension**

For purposes of this policy, suspension is a temporary removal of a student from School and School-sponsored activities for a period of up to one (1) year. A student who is suspended may, at the Campus Director's discretion, have access to homework, tests, and other schoolwork through a home study program but will not be allowed to attend classes or participate in any School activities during the period of suspension.

### **3.2 Expulsion**

For purposes of this policy, expulsion means the formal process of dismissing a student from School. Recognizing that students who commit violent or disruptive acts may pose safety problems, the School will work with parents to provide alternative educational placement and programs for the student where appropriate and feasible. However, the

Campus Director retains the authority to exclude the student from all programs or activities for the period of expulsion.

### **3.3 Change of Placement for Students with Disabilities under IDEA and Section 504**

For purpose of the removal of a student with a disability from the student's current educational placement, a "change of placement" occurs if (a) the removal is for more than ten (10) consecutive school days or (b) the student is subjected to a series of removals that constitute a pattern because they total more than ten (10) school days in a school year or because of factors such as the length of each removal, the total amount of time the student is removed, and the proximity of the removals to one another. Any "change of placement" requires compliance with the procedures outlined in Section 10 of this policy.

### **3.4 Disruptive Student Behavior**

For purposes of this policy, "disruptive student behavior" means the behavior identified as grounds for suspension or expulsion described in Section 4.1, below.

### **3.5 Parent**

For purposes of this policy, "parent" means (i) a custodial parent of a school-age child; (ii) a legally appointed guardian of a school-age child; or (iii) any other person purporting to exercise any authority over the child which could be exercised by a person described above.

### **3.6 Qualifying Minor**

For purposes of this policy, "qualifying minor" means a school-age child who: (i) is at least nine years old; or (ii) turns nine years old at any time during the school year.

### **3.7 School Year**

For purposes of this policy, "school year" means the period of time designated as the school year by the Board in the calendar adopted each year.

### **3.8 School-age Child**

For purposes of this policy, "school-age child" means a minor who: (i) is at least six years old but younger than 18 years old; and (ii) is not emancipated.

## **4. GROUNDS FOR SUSPENSION, EXPULSION, OR CHANGE OF PLACEMENT**

### **4.1 Suspension**



**4.1.1** A student may be suspended from School for any of the following reasons:

[a] frequent or flagrant willful disobedience, defiance of proper authority, or disruptive behavior, including, but not limited to: fighting; gang activity; noncompliance with School dress code; harassment, including sexual, racial, or religious harassment; the use of foul, profane, vulgar or abusive language; or other unreasonable and substantial disruption of a class, activity, or other function of the School;

[b] willful destruction or defacing of School property;

[c] behavior or threatened behavior that poses an immediate and significant threat to the welfare, safety, or morals of other students or School personnel or to the operation of the School;

[d] possession, distribution, control, use, sale, or arranging for the sale of an alcoholic beverage as defined in Utah law;

[e] possession, distribution, control, use, sale, or arranging for the sale of cigars, cigarettes, electronic cigarettes, or tobacco, as defined by Utah Code Ann. § 76-10-101;

[f] possession, distribution, control, use, sale, or arranging for the sale of contraband, including but not limited to real, look-alike or pretend weapons, fireworks, matches, lighters, alcohol, tobacco, mace, pepper spray, laser pointers, pornography, illegal drugs and controlled substances, drug paraphernalia, or any other material or item that has caused or will imminently cause substantial disruption to school operations;

[g] inappropriate use or possession of electronic devices in class or in any other way that substantially disrupts the educational environment;

[h] any criminal activity;

[i] any serious violation involving weapons, drugs, or the use of force, including those actions prohibited in Section 4.1.2 below, that threatens harm or causes harm to the School or School property, to a person associated with the School, or property associated with any such person, regardless of where it occurs; or

[j] bullying or hazing as defined in Utah Code Ann. § 53G-9-601 and/or the School's Bullying and Hazing Policy.

**4.1.2** A student shall be suspended or expelled from School for

[a] any serious violation affecting another student or a staff member, or any serious violation occurring in a School building, in or on School property, or in conjunction with any School-sponsored activity, including:

(i) the possession, control, or actual or threatened use of a real weapon, explosive, or noxious or flammable material;

(ii) the actual or threatened use of a lookalike weapon with intent to intimidate another person or to disrupt normal School activities; or

(iii) the sale, control, or distribution of a drug or controlled substance as defined in Utah Code Ann. § 58-37-2, an imitation controlled substance defined in Utah Code Ann. § 58-37b-2, or drug paraphernalia as defined in Utah Code Ann. § 58-37a-3; or [b] the commission of an act involving the use of force or the threatened use of force which if committed by an adult would be a felony or class A misdemeanor.

## **4.2 Expulsion**

A student may be expelled from School for any violation listed under Section 4.1 of this policy if the violation is serious or persistent.

## **4.3 Weapons – Mandatory Expulsion for One Year – Utah Code Ann. § 53G-8-205(2)(b); 20 U.S.C. § 7151**

**4.3.1** Any student who commits an act for which mandatory suspension or expulsion is provided under Section 4.1.2, above, using a real or lookalike weapon, explosive, or noxious or flammable material shall be expelled from all School programs and activities for a period of not less than one (1) year, subject to the following:

[a] Within forty-five (45) days after the expulsion, the student shall appear before the Case Management Team (“**CMT**”), which shall be comprised of the Campus Director, a counselor, and a teacher selected by them, accompanied by a parent or legal guardian; and

[b] The CMT shall determine:

(i) what conditions must be met by the student and the student's parent for the student to return to School;

(ii) if the student should be placed on probation in a regular school setting consistent with Utah Code Ann. § 53G-8-208, and what conditions must be met by the student in order to ensure the safety of students and faculty at the School; and

(iii) if it would be in the best interest of both the School and the student to modify the expulsion term to less than a year giving highest priority to providing a safe school environment for all students.

[c] For purposes of this policy, the term "firearm", "explosive", and "noxious or flammable material" include but are not limited to: guns, starter pistols, cap guns, bombs, bullets and ammunition, gasoline or other flammable liquids, mace, pepper spray,

matches, and lighters.

#### **4.3.2 Students with Disabilities under IDEA and Section 504**

Whenever a student receiving special education and related services under the Individuals with Disabilities Education Act (“IDEA”) or Section 504 of the Rehabilitation Act is determined to have carried a weapon to School or a School-sponsored activity, the procedures outlined in Section 10 of this policy must be followed.

#### **4.4 Drugs and Controlled Substances – Mandatory Suspension or Expulsion – Utah Code Ann. § 53G-8-205(2)(a)**

**4.4.1** A student shall be suspended or expelled from the School for any of the following reasons:

[a] use, control, possession, distribution, sale, or arranging for the sale of an illegal drug or controlled substance (which includes alcohol), an imitation controlled substance, or drug paraphernalia in a School building, in a School vehicle, on School property, or in conjunction with any School-sponsored activity;

[b] misuse or abuse, distribution, sale or arranging for the sale of prescription medication at School or a School-sponsored activity; or

[c] misuse or abuse of over-the-counter remedies, or sharing, distribution, sale, or arranging for the sale of over-the-counter remedies. A student may possess and use over-the-counter remedies at School only in amounts not to exceed the recommended daily dose including, but not limited to: aspirin, ibuprofen, Tylenol (acetaminophen), cough drops, allergy medication, cough syrup and mouthwash.

#### **4.4.2 Students with Disabilities under Section 504**

Any student identified as being disabled under either Section 504 of the Rehabilitation Act or the Americans with Disabilities Act who currently is engaging in the illegal use of drugs or alcohol shall be suspended or expelled to the same extent as non-disabled students for the possession, use, control, distribution, sale, or arrangement of the sale of illegal drugs, alcohol, or controlled substances on School property or in conjunction with any School-sponsored activity.

#### **4.4.3 Drug Testing**

[a] Any student who is reasonably suspected of violating Section 4.4 may be subject to a drug test for cause, arranged and paid for by the School.

[b] Any student who has been suspended or expelled for a violation of Section 4.4 may be required to provide a clean drug test and evidence of completion of drug assessment and/or drug counseling programs as a condition of readmission to School. Testing and

counseling required as a condition of readmission rather than for the purpose of providing justification for the initial suspension or expulsion shall be arranged and paid for by the student's parent or guardian.

[c] Students who refuse to submit to required drug testing and counseling programs or to cooperate with School officials with respect to the sharing of appropriate information, may be expelled from the School.

[d] Any student who is suspended or expelled for violation of Section 4.4 may be subject to random drug testing, at any time and for any reason, for a period of one year from the date of offense. If the student tests positive, he/she may be expelled from all School programs or activities. Any student who refuses consent for random drug testing under these conditions shall be expelled from all School programs or activities.

#### **4.4.4 Students with Disabilities under IDEA**

Whenever a student receiving special education and related services under IDEA knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at School or a School-sponsored activity, the procedures outlined in Section 10 of this policy must be followed.

### **4.5 Gangs**

For purposes of this policy, "gang" means any ongoing organization, association or group of three or more persons, whether formal or informal, having as one its primary activities the commission of criminal acts, which has a unique name or identifiable signs, symbols, or marks, and whose members individually or collectively engage in criminal or violent behavior to persons or property, or who create an unreasonable and substantial disruption or risk of disruption of a class, activity, program, or other function of a school.

#### **4.5.1 Gang Activity and Apparel Prohibited**

Students who engage in any form of gang activity on or about School property, or at any School-sponsored activity may be suspended or expelled under the terms of this policy. For the purposes of this policy, "gang activities" include, but are not limited to any of the following:

[a] Wearing, possessing, using, distributing, displaying, or selling any clothing, jewelry, apparel, emblems, badges, tattoos or manner of grooming, accessories, symbols, signs, or other thing which is evidence of membership in or affiliation with any gang;

[b] Committing any act or omission or using any speech, either verbal or nonverbal, (flashing signs, gestures, hand shakes, etc.) that demonstrates membership in or a affiliation with a gang;

[c] Soliciting others for membership in a gang;

[d] Requesting any person to pay for "protection", claiming "turf", or otherwise intimidating, bullying, retaliating against, threatening, abusing, or harassing any person;

[e] Possessing a weapon, controlled substances, drug paraphernalia, or other contraband;

[f] Committing any illegal act; or

[g] Encouraging or inciting another person to act with physical violence upon any other person or cause damage to property.

#### **4.5.2 Confiscation of Gang Items**

Subject to the search and seizure provisions of this policy, gang paraphernalia, apparel, or weapons may be confiscated by School officials at any time.

#### **4.5.3 Consultation with Law Enforcement Authorities**

School officials shall consult with local law enforcement authorities and gang detectives whenever they have questions regarding gang-related clothing, apparel, or other gang activity.

### **4.6 Bullying, Cyber-Bullying, Harassment, Hazing, and Abusive Conduct**

Bullying, cyber-bullying, harassment, hazing, and abusive conduct of students and employees are against federal law, state law, and School policy, and are not tolerated by the School. It is the School's intent to respond to school-related incidents by implementing prevention efforts where victims can be identified and assessed, and perpetrators educated, in order to create a safer school that provide a positive learning environment.

School administration has the authority to discipline students and employees for off-campus speech that causes or threatens a substantial disruption on campus, at School activities, or causes or threatens a significant interference with a student's educational performance or involvement in School activities.

Additional information regarding these issues are contained in the School's Bullying and Hazing Policy, which is available on the School's website.

### **4.7 Possession or Use of Electronic Cigarette Products**

**4.7.1** Students are prohibited from possessing or using electronic cigarette products, as defined by Utah Code Ann. § 76-10-101, on School property.

**4.7.2** The Campus Director or their designee shall request the surrender of or confiscate

electronic cigarette products as provided in Section 16 of this policy.

**4.7.3** The Campus Director will ensure that any surrendered or confiscated electronic cigarette product is destroyed or disposed of. However, the Campus Director may allow the release of any surrendered or confiscated electronic cigarette product to local law enforcement if School personnel have a reasonable suspicion that the electronic cigarette product contains an illegal substance and local law enforcement requests that the School release it to them as part of an investigation or action.

## **5. AUTHORITY TO SUSPEND OR EXPEL**

### **5.1 Authority to Suspend for Ten (10) School Days or Less for Regular Education Students**

The Campus Director has the authority to suspend a regular education student for up to ten (10) school days. In considering whether to suspend a student, the Campus Director shall consider all relevant factors, including but not limited to, the severity of the offense, the student's age, disability, academic status and disciplinary record, parental capabilities, and community resources.

### **5.2 Authority to Suspend and Duration of Suspension for Students with Disabilities**

The Campus Director has the authority to suspend a student with disabilities (504 or IDEA) for not more than ten (10) consecutive school days, and additional removals of not more than ten (10) total school days in that same school year for separate incidents of misconduct as long as those removals do not constitute a pattern resulting in a change of placement. The School need not provide services during periods of removal of ten (10) days cumulative or less if services are not provided to a student without disabilities who has been similarly suspended.

### **5.3 Authority to Suspend for Longer than Ten (10) Days or Expel for Regular Education Students**

Subject to the requirements for due process set forth in Section 9, below, the Lead Director may suspend a regular education student for longer than ten (10) days or expel a regular education student.

Expulsions shall be reviewed by the CMT and the conclusions reported to the Board at least once each year if the parent/guardian of the expelled student has expressed a desire for the student to return to the School.

#### **5.3.1 Parental Responsibility**

If a student is suspended for a period longer than ten (10) days or expelled, the student's parent or legal guardian is responsible for undertaking an alternative

education plan that will ensure that the student's education continues during the period of expulsion. The parent or guardian shall work with designated School officials to determine how the student's education will continue through private education paid for by the parents, an alternative program offered by the local school district, or other alternatives which will reasonably meet the educational needs of the student. Costs of educational services which are not provided by the School are the responsibility of the student's parent or guardian.

**5.3.2** The parent or guardian and designated School officials may enlist the cooperation of the Division of Child and Family Services, the juvenile court, law enforcement, or other appropriate government agencies in determining how to meet the educational needs of the student.

**5.3.3** The School shall contact the parent or guardian of each student under age 16 who has been expelled from all School programs and services at least once a month to determine the student's progress if the parent/guardian of the expelled student has expressed a desire for the student to return to the School.

#### **5.4 Authority to Institute Change of Placement for Student with Disabilities**

Where the student is receiving special education services or accommodations on the basis of disability under IDEA, 504, or ADA, procedures outlined in the State of Utah Special Education Rules shall be followed, including prior written notice to parents or guardians regarding their procedural due process rights, before any long-term disciplinary action or change of placement takes place.

### **6. PROCEDURES FOR ADDRESSING DISRUPTIVE STUDENT BEHAVIOR – Utah Code Ann. § 53G-8-210**

#### **6.1 Efforts to Resolve Disruptive Student Behavior Problems**

**6.1.1 Information About Resources.** The School will provide to a parent of a student who engages in disruptive student behavior a list of resources available to assist the parent in resolving the student's disruptive behavior problem.

**6.1.2 Procedures for Resolving Problems.** The Campus Director or a teacher or counselor designated by the Campus Director will work with students who engage in disruptive student behavior according to the procedures identified in Section 7, below, in an attempt to help the student's behavior to improve and to prevent problems from escalating. Incidents of disruptive student behavior and attempts to resolve behavior issues will be documented.

#### **6.2 Notice of Disruptive Student Behavior**

**6.2.1 Authorization.** The Campus Director is authorized to issue notices of disruptive student behavior to students who are qualifying minors.

**6.2.2 Criteria for Issuing Notice.** The Campus Director will issue a “notice of disruptive student behavior” to a qualifying minor who:

[a] engages in “disruptive student behavior” that does not result in suspension or expulsion three times during the school year; or

[b] engages in disruptive student behavior that results in suspension or expulsion once during the school year.

**6.2.3 Contents of Notice.** The notice of disruptive student behavior will:

[a] require the qualifying minor and a parent of the qualifying minor to whom the notice is issued to (i) meet with School authorities to discuss the qualifying minor's disruptive student behavior; and (ii) cooperate with the Campus Director and the Board in correcting the student's disruptive student behavior; and

[b] be mailed by certified mail to, or served in person on, a parent of the qualifying minor.

**6.2.4 Contesting Notice.** A qualifying minor, or a qualifying minor's parent, may contest a notice of disruptive student behavior by requesting in writing, within ten (10) business days after receipt of the notice, a meeting with the CMT at which the parent and the CMT will discuss the facts related to the student's behavior, the basis of the parent's concerns with or objections to the issuance of the notice, and efforts that have been made to address the behavior problems.

### **6.3 Habitual Disruptive Student Behavior Notice**

**6.3.1 Criteria for Issuing Notice.** The Campus Director may issue a “habitual disruptive student behavior notice” to a qualifying minor who:

[a] engages in disruptive student behavior that does not result in suspension or expulsion at least six times during the school year;

[b] (i) engages in disruptive student behavior that does not result in suspension or expulsion at least three times during the school year; and (ii) engages in disruptive student behavior that results in suspension or expulsion at least once during the school year; or

[c] engages in disruptive student behavior that results in suspension or expulsion at least twice during the school year.

**6.3.2 Notice to Parents.** Within five (5) days after the day on which a habitual disruptive student behavior notice is issued, the Campus Director shall provide documentation to a parent of the qualifying minor who receives the notice of the efforts made by a School representative under Section 7, below.



## **6.4 Responses to School-Based Behavior**

### **6.4.1 Definitions.**

[a] “Mobile crisis outreach team” means a crisis intervention service for minors or families of minors experiencing behavioral health or psychiatric emergencies.

[b] “Restorative justice program” means a school-based program or a program used or adopted by a school that is designed to enhance school safety, reduce school suspensions, and limit referrals to court, and is designed to help minors take responsibility for and repair the harm of behavior that occurs in school.

[c] “Youth court” means the same as that term is defined in § 80-6-901, including that it is a diversion program that provides an alternative disposition for cases involving minors who have committed minor offenses in which youth participants, under the supervision of an adult coordinator, may serve in various capacities within the courtroom, acting in the role of jurors, lawyers, bailiffs, clerks, and judges.

**6.4.2 Alternative School-Related Interventions.** The Board may establish or partner with a certified youth court program or establish or partner with a comparable restorative justice program. The School may refer a student to youth court or a comparable restorative justice program in accordance with § 53G-8-211.

**6.4.3 Referrals of Minors.** A qualifying minor to whom a habitual disruptive student behavior notice is issued under Section 6.3.1 may not be referred to the juvenile court. The School will follow § 53G-8-211 with respect to referring a minor who is alleged to have committed an offense on school property. In accordance with § 53G-8-211:

[a] if the alleged offense is a class C misdemeanor, an infraction, or a status offense on School property, the minor may be referred:

(i) to an evidence-based alternative intervention, including:

(1) a mobile crisis outreach team;

(2) youth services center, as defined in § 80-5-102;

(3) a youth court or comparable restorative justice program;

(4) an evidence-based alternative intervention created and developed by the School or other governmental entities as set forth in § 53G-8-211(3)(a)(v); or

(5) a tobacco cessation or education program if the offense is a violation of § 76-10-105; or

(ii) for prevention and early intervention youth services, as described in § 80-5-201, by the Division of Juvenile Justice Services if the minor refuses to participate in an

evidence-based alternative intervention described above.

[b] Except as provided in Subsection [c] below, if a minor is alleged to have committed an offense on School property that is a class C misdemeanor, an infraction, or a status offense, the minor may be referred directly to a law enforcement officer or agency or the juvenile court only if:

(i) the minor allegedly committed the same offense on School property on two previous occasions; and

(ii) the minor was referred to an evidence-based alternative intervention, or to prevention or early intervention youth services, as described in Subsection [a] above for both of the two previous offenses.

[c] If a minor is alleged to have committed a traffic offense that is an infraction, the minor may be referred directly to a law enforcement officer or agency, a prosecuting attorney, or a court for the traffic offense.

[d] If a minor is alleged to have committed an offense on School property that is a class B misdemeanor or a class A misdemeanor, the minor may be referred directly to a court or to the evidence-based alternative interventions in Subsection [a] above.

## **7. ALTERNATIVES TO EXPULSION, OR CHANGE OF PLACEMENT FOR FREQUENT OR FLAGRANT DISRUPTIVE BEHAVIOR – Utah Code Ann. § 53G-8-207**

A continuum of intervention strategies shall be available to help students whose behavior in School repeatedly falls short of reasonable expectations. Prior to suspending a student for more than ten (10) days or expelling a student for repeated acts of willful disobedience, defiance of authority, or disruptive behavior which are not so extreme or violent that immediate removal is warranted, good faith efforts shall be made to implement a remedial discipline plan to allow the student to remain in the School.

**7.1** Before referring the student for long-term suspension, expulsion or change of placement under this Section, School staff should demonstrate that they have attempted some or all of the following interventions:

**7.1.1** Talking with the student;

**7.1.2** Class schedule adjustment;

**7.1.3** Phone contact with the parent or legal guardian;

**7.1.4** Informal parent/student conferences;

**7.1.5** Behavioral contracts;

- 7.1.6 After-school make-up time;
- 7.1.7 Short-term in-school suspension (ISS);
- 7.1.8 Short-term at-home suspensions;
- 7.1.9 Appropriate evaluation;
- 7.1.10 Home study;
- 7.1.11 Alternative programs; or
- 7.1.12 Law enforcement assistance as appropriate.

## **7.2 Parental Attendance with Student – Utah Code Ann. § 5G-8-207(1)-(2).**

As part of a remedial discipline plan for a student, the School may require the student's parent or guardian, with the consent of the student's teachers, to attend class with the student for a period of time specified by a designated School official. If the parent or guardian does not agree or fails to attend class with the student, the student shall be suspended in accordance with the provisions of this policy.

## **8. DUE PROCESS FOR SUSPENSIONS OF TEN (10) DAYS OR LESS**

The following procedure shall apply to all students facing suspension of ten (10) school days or less:

**8.1** The Campus Director shall notify the student's custodial parent or guardian of the following without delay: that the student has been suspended, the grounds for the suspension, the period of time for which the student is suspended, and the time and place for the parent or guardian to meet with the Campus Director to review the suspension.

**8.2** The Campus Director shall also notify the non-custodial parent, if requested in writing, of the suspension.

**8.2.1** Section 8.2 does not apply to the portion of School records which would disclose any information protected under a court order.

**8.2.2** The custodial parent is responsible to provide the School a certified copy of any court order under subsection 8.2.1.

**8.3** The Campus Director shall document the charges, evidence, and action taken.

**8.4** The student shall be requested to present his/her version of the incident in writing. Students with disabilities or young students who are unable to write their own statements

shall be accommodated through the use of tape recorder, scribe, etc.

**8.5** If the student denies the charges, the student shall be provided with an explanation of the evidence and an opportunity to present his/her version of the incident to the Campus Director.

**8.6** In general, the notice and informal conference shall precede the student's removal from the School.

**8.7** If, in the judgment of the Campus Director, notice is not possible because the student poses a danger to a person or property or an ongoing threat of disrupting the academic process, he/she may be removed immediately. However, in such cases, the necessary notice and hearing shall follow as soon as possible.

## **9. DUE PROCESS FOR SUSPENSIONS OF MORE THAN TEN (10) DAYS AND EXPULSIONS**

**9.1** If the Campus Director believes that a student should be suspended for more than ten (10) days or expelled, the Campus Director may make the recommendation to the Lead Director, who will make the decision whether to impose such discipline. In the event the Lead Director decides that a student should be suspended for more than ten (10) days or expelled, the Lead Director and Campus Director shall meet with the student's parent or guardian to discuss the charges against the student and the proposed discipline within five (5) school days after the suspension or expulsion began. If requested in writing, the Lead Director shall also notify the non-custodial parent of the suspension or expulsion as outlined in Section 8.2 of this policy.

### **9.2 Notice to Student and Parent/Guardian**

During the meeting required in Section 9.1, the Lead Director and Campus Director shall provide the student's parent or guardian with written notice that includes all of the following elements (or, if the student's parent or guardian refuses to meet, the Lead Director shall send the notice by certified mail, return receipt requested, to the student's parent or legal guardian within ten (10) school days after the suspension or expulsion began):

**9.2.1** a description of the alleged violation(s) or reason(s) giving rise to disciplinary action;

**9.2.2** the penalty being imposed (duration of suspension or expulsion);

**9.2.3** a statement that a due process hearing may be requested by providing the Lead Director with written notice within ten (10) school days of the parent or guardian's receipt of the notice;

**9.2.4** a statement that, if a due process hearing is requested, the Board president will

designate a hearing officer to conduct the hearing;

**9.2.5** a statement that the suspension or expulsion is taking effect immediately and will continue for the stated period unless a due process hearing is requested in a timely manner and the hearing officer determines otherwise;

**9.2.6** the mailing date of the notice; and

**9.2.7** a statement that, if a hearing is not requested within ten (10) school days after receipt of the notice, the decision to suspend or expel the student will be final, and the parent's right to oppose the decision will be waived.

### **9.3 Hearing Procedures**

If a Due Process Hearing is requested in response to the notice sent pursuant to Section 9.2 of this policy, the following procedures shall apply:

**9.3.1** After receipt of the request, the School shall schedule a hearing as soon as possible but not later than ten (10) school days following receipt of the request unless the student's parent or guardian agrees otherwise.

**9.3.2** A written Hearing Notice shall be sent to the parent or guardian informing the parent or guardian that the Due Process Hearing will be conducted before a hearing officer selected by the Board and of the following information:

[a]the date, place, and time of the hearing;

[b]the circumstances, evidence, and issues to be discussed at the hearing;

[c]the right of all parties to cross-examine witnesses subject to the hearing officer's determination that this right should be limited to protect student witnesses from retaliation, ostracism or reprisal; and

[d]the right of all parties to examine all relevant records.

**9.3.3** The hearing officer shall conduct the Due Process Hearing on the record and shall:

[a]ensure that a written record of the Hearing is made, a copy of which shall be provided to all parties upon request, with the cost borne by the School;

[b]consider all relevant evidence presented at the Hearing;

[c]allow the right to cross-examination of witnesses, unless the hearing officer determines that this right should be limited to protect student witnesses from ostracism, retaliation or reprisal;

[d]allow all parties a fair opportunity to present relevant evidence; and

[e]issue a written decision including findings of fact and conclusions.

### **9.3.4 Hearing Rules**

Formal Rules of Evidence do not apply to the Due Process Hearing, and no discovery is permitted. However, the following rules will apply:

[a]parties may have access to information contained in the School's files to the extent permitted by law;

[b]hearings shall be closed to the press and the public;

[c]documents, testimony, or other evidence submitted by the parties after the hearing will not be considered by the hearing officer; and

[d]the hearing officer may excuse witnesses or parties or suspend or terminate a hearing if persons involved in the hearing are abusive, disorderly, disruptive, or if they refuse to abide by the rules and orders of the hearing officer.

## **10. DUE PROCESS FOR CHANGE OF PLACEMENT OF STUDENTS WITH DISABILITIES**

Where the student is receiving special education services or accommodations on the basis of disability under IDEA, 504 or ADA, procedures outlined in the Utah State Board of Education Special Education Rules shall be followed, including prior written notice to parents or guardians regarding their procedural due process rights, before any long-term disciplinary action or change of placement takes place.

### **10.1 Required Services**

#### **10.1.1 504 and ADA Students**

When a determination is made that the conduct of a 504 or ADA student (but not a student who is disabled under IDEA) is not a manifestation of the student's disability pursuant to Section 10.5, the student shall be subject to the same disciplinary consequences as regular education students, up to and including expulsion from School; however, the School must continue to provide education services in accordance with guidelines established by the Utah State Office of Education.

#### **10.1.2 IDEA**

A school need not provide services during periods of removal to a student with a disability under IDEA who has been removed from his or her current placement for ten (10) school days or less in that school year if services are not provided to a student

without disabilities who has been similarly removed.

If a student with a disability under IDEA has been removed from his or her current placement for more than ten (10) school days in the same school year, for the remainder of the removals the School shall provide services to the extent necessary to enable the student to progress in the general curriculum and appropriately advance toward achieving the goals set out in the student's IEP. School personnel, in consultation with the student's special education teacher, determine the extent to which services are necessary to enable the student to appropriately progress in the general curriculum and advance toward achieving the goals set out in the student's IEP.

### **10.2 Change of Placement for Weapons, Drugs, or Serious Bodily Injury**

A student's IEP team may order a change in placement of a student with a disability to an appropriate interim alternative educational setting for the same amount of time that a student without a disability would be subject to discipline, but for not more than forty-five (45) days, if:

**10.2.1** The student carries a weapon to or possesses a weapon at School, on School premises, or to or at a School-sponsored activity; or

**10.2.2** The student knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at School, on School premises, or at a School-sponsored activity; or

**10.2.3** The student has inflicted serious bodily injury upon another person while at School, on School premises, or at a School-sponsored activity.

### **10.3 Change of Placement Due to Student's Serious Misconduct**

School officials may request an expedited due process hearing in order to change the placement of a student with a disability to an appropriate interim alternative educational setting, recommended by the student's IEP team, for not more than forty-five (45) days. A hearing officer may order such a change, if he/she:

**10.3.1** Determines that School officials have demonstrated by substantial evidence that maintaining the current placement of a student is substantially likely to result in injury to the student or others;

**10.3.2** Considers the appropriateness of the student's current placement;

**10.3.3** Considers whether School officials have made reasonable efforts to minimize the risk of harm in the student's current placement, including the use of supplementary aids and services; and

**10.3.4** Determines that the interim alternative educational setting being recommended

by School officials (1) has been selected so as to enable the student to continue to progress in the general curriculum, although in another setting, and to continue to receive those services and modifications, including those described in the student's current IEP, that will enable the student to meet the goals set out in that IEP: and (2) includes services and modifications designed to address the behavior at issue so that it does not recur.

#### **10.4 Parental Notice**

As soon as a decision is made by School officials to remove a student with a disability from his/her current placement for more than ten (10) school days, the student's parents must be notified of that decision and of all procedural safeguards outlined by law and School policy.

#### **10.5 IEP Meetings for Manifestation Determination**

**10.5.1** Immediately, if possible, but in no case later than ten (10) school days after the date on which the decision is made to remove the student from the current placement, a review must be conducted of the relationship between the student's disability and the behavior subject to the disciplinary action.

**10.5.2** The manifestation review must be conducted by the student's IEP team and other qualified School personnel.

**10.5.3** In conducting the manifestation review, the IEP team may determine that the behavior of the student was not a manifestation of student's disability only if the IEP team:

[a] First considers, in terms of behavior subject to disciplinary action, all relevant information, including:

(i) Evaluation and diagnostic results, including the results or other relevant information supplied by the parents of the student;

(ii) Observations of the student; and

(iii) The student's IEP and placement; and

[b] Then determines whether:

(i) The conduct in question was caused by or had a direct and substantial relationship to the child's disability; or

(ii) The conduct in question was the direct result of the School's failure to implement the student's IEP.



**10.5.4** If the IEP team determines that either of the standards above was met, the behavior must be considered a manifestation of the student's disability.

**10.5.5 Determination that Behavior was not Manifestation of Disability**

If the result of the manifestation review is a determination that the behavior of a student with a disability was not a manifestation of the student's disability, the relevant disciplinary procedures applicable to students without disabilities may be applied to the student in the same manner in which they would be applied to students without disabilities, except that a free appropriate public education must still be made available to the student if the student is suspended or expelled from School.

**10.5.6 Determination that Behavior was Manifestation of Disability**

If the result of the manifestation review is a determination that the behavior of a student with a disability was a manifestation of the student's disability, the student must remain in or be returned to the prior placement.

**10.6 IEP Meetings for Functional Behavioral Assessments**

**10.6.1 Post-Discipline Functional Behavioral Assessments**

If School officials have not conducted a functional behavioral assessment and implemented a behavioral intervention plan for the student before the behavior that results in a removal from School for longer than ten (10) school days or a change of placement to an interim alternative educational setting, School officials shall convene an IEP meeting to develop an assessment plan and appropriate behavioral interventions to address that behavior.

**10.6.2 Pre-Discipline Behavioral Intervention Plans**

If the student already has a behavioral intervention plan, the IEP team shall review the plan and modify it, as necessary, to address the behavior.

**10.7 Placement During Appeals and Stay Put**

**10.7.1** If a parent requests a due process hearing to challenge the interim alternative educational setting or the manifestation determination, the student must remain subject to the disciplinary action pending the decision of the hearing officer or until the expiration of the forty-five (45) day period, whichever occurs first, unless the parent and School officials agree otherwise.

**10.7.2** If a student is placed in an interim alternative educational setting and School personnel propose to change the student's placement after expiration of the interim alternative placement, during the pendency of any proceeding to challenge the proposed change in placement the student must remain in the current placement (the student's placement prior to the interim alternative education setting), unless School

officials succeed in getting an order through an expedited hearing as described in Section 10.3.

## **11. ADMINISTRATIVE STUDENT CONDUCT AND DISCIPLINE PLAN**

### **11.1 Elements of Plan**

The Lead Director will develop, with input from administration, instruction and support staff, students, parents, and other community members, a Student Conduct and Discipline Plan. The plan shall be comprehensive, clearly written, consistently enforced, and include the following elements:

**11.1.1** written standards for student behavior expectations, including school and classroom management;

**11.1.2** effective instructional practices for teaching student expectations, including:

[a] self-discipline;

[b] citizenship;

[c] civic skills; and

[d] social emotional skills;

**11.1.3** systematic methods for reinforcement of expected behaviors;

**11.1.4** uniform and equitable methods for correction of student behavior;

**11.1.5** consistent processes to collect student discipline data and incident or infraction data, including collection of the number of days of student suspensions and data collected from the School's climate survey as described in Rule R277-623;

**11.1.6** uniform and equitable methods for at least annual school level data-based evaluations of efficiency and effectiveness;

**11.1.7** an ongoing staff development program related to development of:

[a] student behavior expectations;

[b] effective instructional practices for teaching and reinforcing behavior expectations;

[c] effective intervention strategies; and

[d] effective strategies for evaluation of the efficiency and effectiveness of interventions;

**11.1.8** procedures for ongoing training of appropriate School personnel in:

[a] crisis management;

[b] emergency safety interventions; and

[c] School policies related to emergency safety interventions consistent with evidence-based practice;

**11.1.9** policies and procedures relating to the use and abuse of alcohol, controlled substances, electronic cigarette products, and other harmful trends by students;

**11.1.10** policies and procedures for responding to possession or use of electronic cigarette products by a student on School property as required by § 53G-8-203(3);

**11.1.11** policies and procedures, consistent with requirements of Rule R277-613 and the School's Bullying and Hazing Policy, related to:

[a] bullying;

[b] cyber-bullying;

[c] hazing;

[d] retaliation; and

[e] abusive conduct;

**11.1.12** policies and procedures for the use of emergency safety interventions for all students consistent with evidence-based practices including prohibition of:

[a] physical restraint, subject to the requirements of Section R277-609-5, except when the physical restraint is allowed as described in § 53G-8-302(2);

[b] prone, or face-down, physical restraint;

[c] supine, or face-up, physical restraint;

[d] physical restraint that obstructs the airway of a student or adversely affects a student's primary mode of communication;

[e] mechanical restraint, except:

(i) protective or stabilizing restraints;

(ii) restraints required by law, including seatbelts or any other safety equipment

when used to secure students during transportation; and

(iii) any device used by a law enforcement officer in carrying out law enforcement duties;

[f] chemical restraint, except as:

(i) prescribed by a licensed physician, or other qualified health professional acting under the scope of the professional's authority under State law, for the standard treatment of a student's medical or psychiatric condition; and

(ii) administered as prescribed by the licensed physician or other qualified health professional acting under the scope of the professional's authority under state law;

[g] seclusionary time out, subject to the requirements of Section R277-609-5, except when a student presents an immediate danger of serious physical harm to self or others; and

[h] for a student with a disability, emergency safety interventions written into a student's IEP, as a planned intervention, unless:

(i) school personnel, the family, and the IEP team agree less restrictive means have been attempted;

(ii) a FBA has been conducted; and

(iii) a positive behavior intervention, based on data analysis has been written into the plan and implemented;

**11.1.13** direction for dealing with bullying and disruptive students;

**11.1.14** direction to determine the range of behaviors and establish the continuum of administrative procedures that may be used by School personnel to address student behavior, including students who engage in disruptive student behaviors as described in § 53G-8-210;

**11.1.15** identification, by position, of an individual designated to issue notices of disruptive and bullying student behavior;

**11.1.16** identification of individuals who shall receive notices of disruptive and bullying student behavior;

**11.1.17** a requirement to provide for documentation of an alleged class B misdemeanor or a nonperson class A misdemeanor before referral of students with an alleged class B misdemeanor or a nonperson class A misdemeanor to juvenile court;

**11.1.18** strategies to provide for necessary adult supervision;

**11.1.19** a requirement that policies be clearly written and consistently enforced;

**11.1.20** notice to employees that violation of Rule R277-609 may result in employee discipline or action;

**11.1.21** gang prevention and intervention provisions in accordance with § 53E-3-509(1);

**11.1.22** provisions that account for the School's unique needs or circumstances, including:

[a] the role of law enforcement; and

[b] emergency medical services; and

[c] a provision for publication of notice to parents and School employees of policies by reasonable means; and

[d] a plan for referral for a student with a qualifying office to alternative school-related interventions, including:

(i) a mobile crisis outreach team, as defined in Section 80-1-102;

(ii) a receiving center operated by the Division of Juvenile Justice Services in accordance with Section 80-5-102;

(iii) a youth court; or

(iv) a comparable restorative justice program; and

**11.1.23** procedures for responding to reports received through the SafeUT Crisis Line established under § 53B-17-1201 *et seq.*

## **11.2 Plan Consistent with this Policy**

The administrative Student Conduct and Discipline Plan shall be consistent with this policy, including without limitation the provisions in Section 6 regarding notices of disruptive student behavior and the emergency safety intervention policies and procedures set forth in Section 17. It shall also be consistent with the School's Plan for Harassment and Discrimination Free Learning, which shall be developed by the School in accordance with § 53G-8-802 and R277-609.

## **12. EXTRACURRICULAR ACTIVITIES**

Participation in interscholastic athletics and other extracurricular activities is not a constitutionally protected civil right. Therefore, students who are suspended or expelled may lose the privilege of participation during the period of suspension/expulsion and may not be allowed to invoke due process procedures to challenge the denial of extracurricular participation.

### **13. RE-ADMISSION OF EXPELLED STUDENTS AND DENIAL OF ADMISSION BASED ON PRIOR EXPULSION – Utah Code Ann. §53G-8-205(3)**

A student who is expelled from the School can only be re-admitted to the School through the School's standard lottery procedures.

A student may be denied admission to the School if he or she was expelled from the School or any other school during the preceding 12 months.

### **14. INVESTIGATIONS**

Whenever the Campus Director has reason to believe that School rules or policies have been broken, he or she shall proceed with an investigation. However, if the Campus Director believes that laws have been broken or child abuse has occurred, he/she shall request appropriate authorities to conduct the investigation.

#### **14.1 General Investigation Guidelines for Campus Director**

The Campus Director has the authority and duty to conduct investigations and to question students pertaining to infractions of school rules, whether or not the alleged conduct is a violation of criminal law. The Campus Director shall conduct investigations according to the following general guidelines:

**14.1.1** The Campus Director shall conduct investigations in a way that does not unduly interfere with School activities.

**14.1.2** The Campus Director shall separate witnesses and offenders in an attempt to keep witnesses from collaborating their statements and have all parties provide separate statements concerning the incident under investigation; written statements are preferable, if possible.

**14.1.3** The Campus Director shall advise students suspected of wrongdoing orally or in writing of the nature of the alleged offense.

**14.1.4** Students must be provided an opportunity to give their version of the incident under investigation; however, refusals to respond or provide information should be respected.

**14.1.5** When questioning students as part of an investigation, School staff should have another adult present whenever possible.

**14.1.6** The Campus Director shall accommodate students with disabilities and young children unable to write their own statements through use of tape recorders, scribes, etc.

**14.1.7** All students involved in the investigation shall be instructed that retaliation is prohibited. Any act of reprisal against any person who has testified, assisted, or participated in any manner in an investigation, proceeding, or hearing is strictly prohibited and subject to disciplinary action.

**14.1.8** When the investigation is completed and if it is determined that disciplinary action may be in order, due process requirements must be met. Specifically, the student must be given proper notice of the charges against him/her and the disciplinary action being recommended, as well as a fair opportunity to present his or her version of the facts.

## **14.2 Coordination with Law Enforcement**

The Campus Director has the responsibility and the authority to determine when the help of law enforcement officers is necessary, as outlined in this policy and Utah State law.

**14.2.1** The School administration may invite law enforcement officials to the School to:

[a] conduct an investigation of alleged criminal conduct on the School premises or during a School-sponsored activity;

[b] maintain a safe and orderly educational environment; or

[c] maintain or restore order when the presence of such officers is necessary to prevent injury to persons or property.

### **14.2.2 Investigation of Criminal Conduct**

During an investigation for violation of School rules, it may become evident that the incident under investigation may also be a violation of criminal law. If the School official has reason to suspect that a criminal act has been committed and, in the opinion of the Campus Director, law enforcement should be notified, the following procedure should be followed:

[a] The Campus Director shall request that law enforcement officers conduct an investigation during school hours and question students who are potential witnesses to the alleged criminal behavior.

[b] The School official shall inform the student's parent or legal guardian as soon as possible that the student may have committed a criminal act and that law enforcement authorities will be involved in the investigation.

[c] Unless circumstances dictate otherwise, questioning of the student by School

officials shall not begin or continue until the law enforcement officers arrive.

[d] Reasonable attempts shall be made to contact the student's parents or legal guardian who, unless an emergency exists, shall be given the opportunity to meet with the student and to be present with the student during questioning by law enforcement authorities.

[e] The Campus Director shall document the contact or attempted contact with the student's parents or legal guardian. If the Campus Director cannot contact the student's parent or guardian, or if the parent or guardian is unable to be present with the student for questioning, the Campus Director shall be present and document generally what occurs during the interview.

[f] The student shall not be questioned by law enforcement unless or until he/she has received Miranda warnings from the officer.

[g] If the parent or student refuses to consent to questioning by law enforcement authorities, the law enforcement authorities shall determine the course of action to be pursued.

#### **14.2.3 Investigation Initiated by Law Enforcement Authorities**

School officials shall cooperate with law enforcement authorities who are carrying out official duties such as investigating crimes, serving subpoenas, etc.

[a] When law enforcement officers can show a need to do so, they shall be permitted to conduct an investigation on School grounds during School hours.

[b] Such a need will ordinarily be shown if delay in police investigation might result in danger to a person, flight from jurisdiction by a person reasonably suspected of a crime, or destruction of evidence. In such cases:

(i) The officers shall be required to get prior approval of the Campus Director or other designated person before beginning an investigation on School premises.

(ii) The Campus Director shall document the circumstances warranting the investigation as soon as practical.

(iii) Alleged criminal behavior related to the School environment brought to the Campus Director's attention by law enforcement officers shall be dealt with under the provisions of Section 14.1.

(iv) Law enforcement officials (investigating School-related or student-related crimes) may not have access to student education records, aside from directory information, unless they have a subpoena or court order or permission from parent or guardian.

(v) Directory information is limited to a student's name, home address, date of birth,



phone number, class schedules and parents' address and phone numbers for use in case of emergency.

#### **14.2.4 Release of Student to Law Enforcement Official**

[a] Students may not be released to law enforcement authorities voluntarily by School officials unless the student has been placed under arrest or unless the parent or legal guardian and the student agree to the release.

[b] When students are removed from School for any reason by law enforcement authorities, every reasonable effort shall be made to contact the student's parent or legal guardian immediately except in cases of child abuse and neglect. Such effort shall be documented.

[c] The Lead Director shall immediately notify the Board of the removal of a student from School by law enforcement authorities.

[d] Where it is necessary to take a student into custody on School premises, the law enforcement officer shall contact the Campus Director and relate the circumstances necessitating such action.

[e] Whenever the need arises to make arrests or take students into custody on School premises, the Campus Director shall make reasonable efforts to consult and confer with the law enforcement officers as to how an arrest is to be made.

[f] When possible, the Campus Director shall have the student summoned to the Campus Director's office before the student is taken into custody.

[g] When a student has been taken into custody or arrested on School premises without prior notification to the Campus Director, the School staff present shall encourage the law enforcement officers to tell the Campus Director of the circumstances as quickly as possible. If the officers decline to tell the Campus Director, the School staff members present shall immediately notify the Campus Director.

#### **14.2.5 Quelling Disturbances of School Environment**

Law enforcement officers may be requested to assist in controlling disturbances of the School environment that a Campus Director has found to be unmanageable by School personnel and that has the potential of causing harm to students and other persons or to property. Such circumstances include situations where a parent or member of the public exhibits undesirable or illegal conduct on or near School grounds or at a School-sponsored activity and who refuse to abide by the Campus Director's directive to leave the premises.

### **15. SEARCHES OF PERSON OR PROPERTY**

Given the School's custodial and tutelary responsibility for children, and the Board's intent to preserve a safe environment for all students and staff, the Board recognizes that School officials must have the authority to conduct reasonable searches of students and student property. School officials engaging in searches of students and property shall abide by the following guidelines:

## **15.1 General Guidelines for Searches of Person or Property**

### **15.1.1 Student Lockers**

Students have no right or expectation of privacy in school lockers. While lockers are under the joint control of students and the School, lockers are solely School property and may be searched at any time by School officials with or without cause. Once a locker is opened for search, any search of student belongings contained within the locker must comply with the guidelines for searches of personal belongings in Section 15.2 of this policy.

### **15.1.2 Searches of Students and Student Property**

Searches of a student's person, personal property (coats, hats, backpacks, bookbags, purses, wallets, notebooks, gym bags, etc.) may be conducted whenever the student's conduct creates a reasonable suspicion that a particular School rule or law has been violated and that the search is reasonably related to the suspicion and not excessively intrusive in light of the age and sex of the student and nature of the infraction. Circumstances warranting a search include those in which School officials have a reasonable suspicion that the student or student property is concealing items including but not limited to weapons, drugs, alcohol, controlled substances, electronic cigarette products, tobacco, unsafe contraband, pornography, pagers or lost/stolen/misplaced items.

## **15.2 Searches of Personal Belongings**

**15.2.1** Personal belongings may be searched by School officials whenever School officials have a reasonable suspicion to believe a student is concealing evidence of a policy violation or criminal activity and the items being searched are capable of concealing such evidence. The student may be asked to open personal belongings and to turn over personal property for search by a School official. All searches of student property by School officials shall be witnessed by an objective third party (such as another teacher, or police officer) to observe that the search is not excessively intrusive.

**15.2.2** All contraband discovered in a search by School officials shall be immediately confiscated and turned over to law enforcement officers if School officials have reason to believe the contraband is related to the commission of a criminal act.

## **15.3 Searches of Person**

**15.3.1** School officials shall make sure the search meets the following guidelines:

[a] The search shall be conducted in a private area of the School by a School official of the same sex as the student being searched;

[b] The search shall be observed by an objective third party of the same sex as the student being searched (i.e., Campus Director, teacher, police officer);

[c] School officials may ask the student to remove his/her hat, coat, shoes and socks, turn pockets inside out, and roll up sleeves to see if the student is hiding contraband;

[d] Under no circumstances may School officials require students to remove any other items of clothing or touch students in any way during the search.

[e] If this limited search does not turn up suspected contraband and School officials have reasonable suspicion that the student is concealing contraband in his/her inner clothing (i.e., hiding drugs, weapons or other contraband underneath shirts, pants or underwear), law enforcement officers shall be summoned immediately to conduct further search and investigation.

[f] In general, all questioning and searching of students conducted by law enforcement officers shall proceed according to the investigation guidelines in Section 14 of this policy.

#### **15.4 Documentation of Searches**

School officials shall thoroughly document the details of any search conducted of a student's property or person. Documentation shall be made at the time of the search, or as soon as possible thereafter, and shall include the following:

**15.4.1** The time, place and date of the search;

**15.4.2** The reasonable suspicion giving rise to the search (what did School officials suspect to find during the search);

**15.4.3** The name and title of individuals conducting and observing the search;

**15.4.4** A statement about evidence that was found or not found as a result of the search;

**15.4.5** A statement about who took possession of contraband (i.e., police, school, etc.);

**15.4.6** Information regarding the attempts of School officials to notify parents about the search.

**16. RECORDS—INTERAGENCY COLLABORATION – 20 U.S.C. § 1232g(h)(i)-(2); Utah Code Ann. § 53G-8-402 to -405**

**16.1 Notification by Juvenile Court and Law Enforcement Agencies.**

**16.1.1** Within three (3) days of being notified by the juvenile court that a juvenile has been adjudicated or of being notified by a law enforcement agency that a juvenile has been taken into custody or detention for a violent felony, defined in Utah Code Ann. § 76-3-203.5, or an offense in violation of Title 76, Chapter 10, Part 5 Weapons, the President of the Board shall notify the Lead Director.

**16.1.2** Upon receipt of the information, the Campus Director shall make a notation in a secure file other than the student's permanent file; and, if the student is still enrolled in the School, the Campus Director shall notify staff members who should know of the adjudication, arrest or detention.

**16.1.3** Staff members receiving information about a juvenile's adjudication, arrest or detention may only disclose the information to other persons having both a right and a current need to know.

**16.2 Multidisciplinary Team and Reintegration Plan**

**16.2.1** In addition to complying with the requirements above, the School shall, within five (5) days after receiving a notification described in Section 16.1.1 about a student, develop a reintegration plan for the student with a multidisciplinary team, the student, and the student's parent or guardian. The multidisciplinary team should include the School, the juvenile court, the Division of Juvenile Justice Services, the School's Resource Officer (if any), and any other relevant party that should be involved in a reintegration plan.

**16.2.2** The reintegration plan shall address:

[a] a behavioral intervention for the student;

[b] a short-term mental health or counseling service for the student; and

[c] an academic intervention for the student.

**16.2.3** The School may deny admission to the student until the School completes the reintegration plan.

**16.3 Student Discipline Records/Education Records**

School officials may include appropriate information in the education record of any student concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other

members of the school community.

### **16.3.1 Disclosure of Discipline Records to Other Educators**

School officials may disclose student discipline information described above to teachers and other School officials, including teachers and school officials in other schools, who have legitimate educational interests in the behavior of the student.

### **16.3.2 Disclosure of Discipline Records to Other Agencies**

School officials shall not release personally identifiable student discipline records to other government agencies, including law enforcement agencies, unless the agency produces a subpoena or court order (need for standing court order from juvenile court), or unless the student's parent or guardian has authorized disclosure.

## **17. EMERGENCY SAFETY INTERVENTIONS**

A School employee may not subject a student to physical restraint or seclusionary time out unless utilized as a necessary emergency safety intervention ("ESI") in compliance with this Section.

### **17.1 Definitions**

**17.1.1** An "ESI" is the use of seclusionary time out or physical restraint when a student presents an immediate/imminent danger of physical violence/aggression towards self or others likely to cause serious physical harm. An ESI is not for disciplinary purposes.

**17.1.2** "Physical restraint" means a personal restriction that immobilizes or significantly reduces the ability of a student to move his or her arms, legs, body, or head freely.

**17.1.3** "Physical escort" means a temporary touching or holding of the hand, wrist, arm, shoulder, or back for the purpose of guiding a student to another location.

**17.1.4** "Seclusionary time out" means that a student is placed in a safe enclosed area, isolated from adults and peers, and the student is, or reasonably believes, he or she will be prevented from leaving the area. The safe enclosed area must meet the fire and public safety requirements described in R392-200 and R710-4.

### **17.2 General Procedures**

**17.2.1** Teachers and other personnel who may work directly with students shall be trained on the use of effective alternatives to ESI as well as the safe use of ESI and a release criteria.

**17.2.2** An ESI shall:

[a] be applied for the minimum time necessary to ensure safety;

[b] implement an appropriate release criteria;

[c] be discontinued as soon as imminent danger of physical harm to self or others has dissipated;

[d] be discontinued if the student is in severe distress;

[e] never be used as punishment or discipline;

[f] be applied consistent with the School's administrative Student Conduct and Discipline Plan; and

[g] in no instance be imposed for more than 30 minutes.

### **17.3 Students with Disabilities Receiving Special Education Services**

**17.3.1** Use of ESI for a student with a disability receiving specialized educational services under IDEA or Section 504 shall be subject to all applicable state and federal laws, including Least Restrictive Behavioral Interventions (LRBI) policies and procedures for special education/504 programs.

**17.3.2** Additionally, ESIs written into a student's IEP as a planned intervention are prohibited unless school personnel, the family, and the IEP team agree less restrictive means which meet the circumstances described in R277-608-5 have been attempted; a Functional Behavioral Assessment has been conducted; and a positive behavior intervention plan based on data analysis has been written into the plan and implemented.

### **17.4 Physical Restraint**

**17.4.1** A School employee may, in accordance with Section 17.2.2 and when acting within the scope of employment, use and apply physical restraint as an ESI in self defense or as may be reasonable and necessary under the following circumstances:

[a] to protect the student or another person from physical injury;

[b] to remove from a situation a student who is violent;

[c] to take possession of a weapon or other dangerous object in the possession or under the control of a student; or

[d] to protect property from being damaged, when physical safety is at risk.

**17.4.2** When an employee exercises physical restraint as an ESI on a student, the

following types of physical restraint are prohibited:

[a] prone, or face-down;

[b] supine, or face-up;

[c] physical restraint which obstructs the airway or adversely affects the student's primary mode of communication;

[d] mechanical restraint, except for seatbelts or safety equipment used to secure students during transportation, other appropriate protective or stabilizing restraints, and devices used by a law enforcement officer in carrying out law enforcement duties; or

[e] chemical restraint, except as prescribed by a licensed physician and implemented in compliance with a student's Health Care Plan.

**17.4.3** Nothing in this Section prohibits a School employee from using less intrusive means, including a physical escort, to address circumstances described in Section 17.4.1.

### **17.5 Seclusionary Time Out**

A School employee may, in accordance with Section 17.2.2 and when acting within the scope of employment, place a student in seclusionary time out as an ESI under the following circumstances:

**17.5.1** the student presents an immediate danger of serious physical harm to self or others;

**17.5.2** any door remains unlocked consistent with applicable fire and public safety requirements; and

**17.5.3** the student is within line sight of the employee at all times.

### **17.6 Notification**

**17.6.1** If an ESI is used, the School or employee shall immediately notify the student's parent/guardian and School administration before the student leaves the School.

**17.6.2** In addition to providing the notice described in Section 17.6.1, if the ESI is applied for longer than fifteen minutes, the School shall immediately notify the student's parent/guardian and School administration.

**17.6.3** Parent notifications made under this Section shall be documented in the student information system as required by R277-609-10(3)(d)).

**17.6.4** Within 24 hours of using ESI, the School shall notify the parent/guardian that they may request a copy of any notes or additional documentation taken during the crisis situation.

**17.6.5** Upon request of a parent/guardian, the School shall provide a copy of any notes or additional documentation taken during a crisis situation.

**17.6.6** A parent/guardian may request a time to meet with School staff and administration to discuss the crisis situation.

## **17.7 Emergency Safety Intervention (ESI) Committee**

**17.7.1** The School shall establish an ESI committee that includes:

[a] at least two administrators (if there are at least two administrators employed by the School);

[b] at least one parent of a student enrolled in the School, appointed by the School's Campus Director; and

[c] at least two certified educational professionals with behavior training and knowledge in both state rules and the School's conduct and discipline policies.

**17.7.2** The ESI committee shall:

[a] meet often enough to monitor the use of ESI within the School;

[b] determine and recommend professional development needs;

[c] develop policies for dispute resolution processes to address concerns regarding disciplinary actions; and

[d] ensure that each emergency incident where a School employee uses an ESI is documented in the School's student information system and reported to the State Superintendent of Schools through UTREx.

**17.7.3** The School shall collect, maintain, and periodically review the documentation or records regarding the use of ESI in the School.

**17.7.4** The School shall annually provide documentation of any School use of ESI to the State Superintendent of Schools.

**18.7.5** The School shall submit all required UTREx discipline incident data elements to the State Superintendent of Schools no later than June 30, 2018. Beginning in the 2018-19 school year, the School shall submit all required UTREx discipline incident data elements as part of the LEA's daily UTREx submission.



## **17.8 Corporal Punishment**

School employees may not inflict or cause the infliction of corporal punishment upon a student. School personnel who inflict corporal punishment on a student will be subject to discipline up to and including termination.

## **18. TRAINING**

**18.1** All new employees shall receive information about this policy and the administrative Student Conduct and Discipline Plan at new employee orientation. All other employees shall be provided information on a regular basis regarding this policy, the Student Conduct and Discipline Plan, and the School's commitment to a safe and orderly school environment.

**18.2** Employees who have specific responsibilities for investigating, addressing, and resolving issues addressed in the policy shall receive annual training on this policy and related legal developments.

**18.3** The Campus Director shall be responsible for informing students, parents, and staff of the terms of this policy and the Student Conduct and Discipline Plan, including the procedures outlined for investigation and resolution of violations.

## **19. POLICY AND PLAN DISSEMINATION AND REVIEW**

**19.1** The School shall compile an annual report of all out-of-school suspensions and expulsions and submit it to the Board. For each suspension or expulsion, the report shall indicate the student's race, gender, disability status, and age/grade, as well as the reason for the discipline, the length of the discipline, and a statement as to whether the student was referred to the Board.

**19.2** A summary of this policy and the Student Conduct and Discipline Plan shall be posted in the School, and the policy and plan will be posted on the School's website. The policy or a summary of the policy and the plan or summary of the plan shall also be published in student registration materials, student and employee handbooks, and other appropriate school publications as directed by the Board.

**19.3** This policy and the plan shall be reviewed as necessary with appropriate revisions recommended to the Board.



## Ascent Academies of Utah

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### **Bullying and Hazing Policy**

The school's Bullying and Hazing Policy explains that the school must notify a student's parent or guardian if the student threatens to commit suicide or is involved in an incident of bullying, cyber-bullying, hazing, abusive conduct, or retaliation. HB 481 from the 2023 legislative session imposed another parent notification requirement on schools in these situations – that is, providing the student's parent or guardian with (1) suicide prevention materials and information (which materials will be recommended by the USBE) and (2) information on ways to limit a student's access to fatal means (e.g., firearms and medication). In addition, R277-613 was recently amended to require schools to also provide the student's parent or guardian with information and resources on the healthy use of social media. The proposed revisions to the school's Bullying and Hazing Policy include these new requirements.

### **Fee Waiver Policy**

The USBE amended its rule on school fees and fee waivers in early July 2023, and some of the changes necessitate revisions to the school's Fee Waiver Policy. Revisions to the school's Fee Waiver Policy include some minor changes to definitions; removal of the provision allowing fees to be charged for supplemental kindergarten (supplemental kindergarten is now funded through the WPU); changes to how the policy, fee schedule, and fee waiver documents will be distributed by the school (policy and fee schedule will continue to be distributed through registration (and posted on the school's website) and the school's other fee waiver documents will be posted to the school's website); added SNAP funding to the list of fee waiver eligibility criteria; and changes to what fee/fee waiver documentation and information the school must gather on an annual basis in case such information is requested by the USBE.

### **Attendance Policy**

As a result of the USBE recently amending R277-607 on attendance, truancy, and absenteeism, and as a result of the passage of HB 400 from this past legislative session, the school needs to amend its Attendance Policy and procedures. These amendments include, among others, reducing the frequency by which the Board must review the policy (reducing the review requirement from annually to regularly); removing the requirement for the Board to annually review the school's attendance data; defining what constitutes "chronic absenteeism;" adding what the school does to prevent chronic absenteeism; including a more specific appeals process when parents want to challenge a notice of truancy, notice of compulsory education, or disciplinary measures taken against their student because of attendance issues; removing the habitual truant referral requirements; and addressing the interplay between student absences for mental or behavioral health reasons and the school's responsibility to provide FAPE.

**Student Conduct and Discipline Policy**

This past summer the USBE amended R277-609, which is a rule governing LEA discipline and safety. In addition, during the past legislative session the legislature passed HB 304, which is a bill covering juvenile justice revisions. The changes to R277-609 and the passage of HB 304 necessitate amending the school's Student Conduct and Discipline Policy and/or procedures. These amendments include modifying the requirements related to referring students to evidence based-alternative interventions when they are alleged to have committed certain offenses on school property; adding a new section requiring the school to use a multidisciplinary team and to develop a reintegration plan after receiving a notification from the juvenile court or law enforcement that one of its students is alleged to have committed a violent felony or weapons offense; and updating the requirements related to the school's administrative student conduct and discipline plan, which includes clarifying that this plan must be consistent with the school's required plan for harassment and discrimination free learning (the school's administration has already created the school's plan for harassment and discrimination free learning). Other minor revisions have also been made to the policy to make it more consistent with law and rule.

**Selection and Purchase of Instructional Materials Policy**

SB 55 from the last legislative session (which is now codified in Utah Code § 53G-5-404) states that when charter school governing boards select and approve instructional materials for use in the classroom, the board has to go through the following process: (1) post the instructional material online (or, for copyrighted material, make available at the school) to allow for the public and school's educators to review; (2) hold at least two public board meetings where the public and school's educators have an opportunity to make public comment on the instructional materials; and (3) approve the instructional materials in a public board meeting no earlier than the second public board meeting at which public comment on the instructional materials was allowed.

As a result of SB 55, the recommendation is to revise the school's Selection and Purchase of Instructional Materials Policy to clarify that the school's board delegates to the principal/director the authority and responsibility to select and approve instructional materials for the school except under limited circumstances where the board is specifically required by law to approve instructional materials. The revisions provide the process the principal/director must go through to select and approve instructional materials – e.g., must select and approve instructional materials that meet the required criteria, must involve parents in the consideration of instructional materials (which is required by R277-468), etc. The revisions also provide the process the board must go through to select and approve instructional materials – i.e., the posting/two-board meeting/public comment requirement process explained above. Additional revisions to the policy have been recommended to make the policy more consistent with law and USBE rule, including the requirement to include parents in the review of complaints about the school's instructional materials (whether the complaint goes to the board or to the principal/director per the school's grievance policies).

# **Selection, Approval, and Purchase of Instructional Materials Policy**

**Adopted: March 23, 2023**

**Revised:**

## **Purpose**

The purpose of this policy is to establish the parameters by which Ascent Academies of Utah (the "School") will select, approve, and purchase instructional materials.

## **Policy**

The School shall comply with the requirements of Utah law regarding the selection, approval, and purchase of instructional materials, including but not limited to Utah Administrative Code R277-468 and R277-469 and, when applicable, Utah Code § 53G-5-404.

The School's purpose in managing the selection, approval, and purchase of instructional materials is to implement, enrich, and support the School's educational program. For purposes of this policy, instructional materials are the resources used by educators to deliver or support student learning. These materials may be commercially available or School-created and include such materials as textbooks, workbooks, digital resources, online courses, and multiple forms of communication media.

## Criteria for Instructional Materials

Instructional materials should contribute to the intellectual development and positive character of students. These materials should be:

- (a) in alignment with the School's educational mission and philosophy and Utah Core standards;
- (b) of high quality, research-based, and proven to be effective in supporting student learning;
- (c) objective and provide balanced viewpoint of issues;
- (d) accurate and factual;
- (e) reflective of the pluralistic character and culture of the American people and accurate in the representation of diverse ethnic groups;
- (f) consistent with the principles of individual freedom as defined in Utah Code § 53G-10-206;
- (g) appropriate to varying levels of learning;
- (h) age appropriate; and
- (i) compatible with School technology systems, of high technical quality, and easy to use.

Instructional materials should not be “sensitive materials” as that term is defined in Utah Code § 53G-10-103.

#### Selection and Approval of Instructional Materials by the Lead Director

The Board of Directors (the “Board”) delegates to the School Lead Director the authority and responsibility to select and approve instructional materials for the School, except under circumstances where the Board is specifically required by law to approve instructional materials. The Lead Director shall select and approve instructional materials that meet the criteria set forth in this policy. When considering instructional materials, the Lead Director shall review the Utah State Board of Education recommended instructional materials (RIMs), but the Lead Director is not required to select RIMs if there are other instructional materials available that meet the criteria set forth in this policy.

The Lead Director shall involve parents reflective of the School’s community (those who have a student who attends the School) and instructional staff in the consideration of instructional materials. The Lead Director has discretion as to how to involve such parents and instructional staff in this process.

#### Selection and Approval of Instructional Materials by the Board

If the Board is required by law to approve instructional materials for use in the classroom, the Board shall do the following (in order) prior to approving the instructional materials:

- (a) post the recommended instructional materials online to allow for public review or, for copyrighted material, make the instructional materials available at the School for public review; and
- (b) hold at least two Board meetings where the recommended instructional materials is on the agenda and allow an opportunity at those Board meetings for School educators and parents of students enrolled in the School to express views and opinions on the recommended instructional material.

The Board may approve the recommended instructional materials in an open and regular Board meeting after the requirements above have been satisfied. The vote to approve the recommended instructional materials may occur at the second of the two Board meetings described in subsection (b) above.

In accordance with Utah Code § 53G-5-404(14), the requirements in this section apply only if the Board is approving instructional materials. The requirements do not apply if the Lead Director is selecting and approving instructional materials (which Utah Code § 53G-5-404(14) refers to as “learning material”), nor do the requirements apply to educators’ selection of supplemental materials or resources.

### Purchase of Instructional Materials

The School shall follow its Purchasing and Disbursement Policy in connection with the purchase of any instructional materials, regardless of whether the instructional materials are selected and approved by the Lead Director or by the Board. The School shall identify all costs associated with instructional materials prior to purchasing the instructional materials, including any implementation and professional development costs.

### Educator Selection of Additional Supplemental Materials or Resources

Despite the foregoing, educators at the School may select and use supplemental materials or resources in their classroom to augment instructional materials already selected and approved by the Lead Director or the Board so long as each of the following are satisfied:

- (a) the educator has reviewed the supplemental materials or resources in their entirety prior to using them in the classroom;
- (b) the supplemental materials or resources meet the criteria set forth in this policy; and
- (c) the supplemental materials or resources have not previously been prohibited by the Lead Director or the Board.

### Contract Requirements

If the School contracts with a third party to provide online or digital materials, the School shall include in the contract a requirement that the provider give notice to the School any time that the provider makes a material change to the content of the online or digital materials, excluding regular informational updates on current events.

### Complaints About Instructional Materials

If a School employee or parent has a complaint about instructional materials, they shall follow the School's applicable grievance policy (i.e., Staff Grievance Policy or Parent Grievance Policy). If a complaint about instructional materials rises to the level of the Lead Director or the Board, the School shall include parents reflective of the School's community (those who have a student who attends the School) in reviewing the complaint. The Lead Director or the Board, as applicable, has discretion as to how to include such parents in this process.

# **Bullying & Hazing Policy**

**Adopted: December 11, 2013**

**Revised: June 9, 2017**

**Revised: March 25, 2019**

**Revised: December 14, 2020**

**Revised: October 20, 2022**

**Revised:**

## **Purpose**

The purpose of this policy is to prohibit bullying, cyber-bullying, hazing, retaliation, and abusive conduct involving Ascent Academies of Utah (the “School”) students and employees. The School’s Board of Directors (the “Board”) has determined that a safe, civil environment in School is necessary for students to learn and achieve high academic standards and that conduct constituting bullying, cyber-bullying, hazing, retaliation, and abusive conduct disrupts both a student’s ability to learn and the School’s ability to educate its students in a safe environment.

## **Policy**

Bullying, cyber-bullying, hazing, retaliation, and abusive conduct towards students and employees are against federal, state, and local policy and are not tolerated by the School. The School is committed to providing all students with a safe and civil environment in which all members of the School community are treated with dignity and respect. To that end, the School has in place policies, procedures, and practices that are designed to reduce and eliminate this conduct – including, but not limited to, civil rights violations – as well as processes and procedures to deal with such incidents. Bullying, cyber-bullying, hazing, retaliation, and abusive conduct towards students and/or employees by students and/or employees will not be tolerated in the School. Likewise, abusive conduct by students or parents or guardians against School employees is prohibited by the School and will not be tolerated in the School.

In order to promote a safe, civil learning environment, the School prohibits all forms of bullying of students and School employees (a) on School property, (b) at a School-related or sponsored event, or (c) while the student or School employee is traveling to or from School property or a School-related or sponsored event.

The School prohibits all forms of bullying, cyber-bullying, hazing, abusive conduct of or retaliation against students and School employees at any time and any location.

Students and School employees are prohibited from retaliating against any student, School employee or an investigator for, or witness of, an alleged incident of bullying, cyber-bullying, hazing, abusive conduct, or retaliation.

Students and School employees are prohibited from making false allegations of bullying, cyber-bullying, hazing, abusive conduct, or retaliation against a student or School employees.

In addition, School employees, coaches, sponsors and volunteers shall not permit, condone or tolerate any form of hazing, bullying, cyber-bullying, or abusive conduct and shall not plan, direct, encourage, assist, engage or participate in any activity that involves hazing, bullying, cyber-bullying, or abusive conduct.

Any bullying, cyber-bullying, hazing, abusive conduct, or retaliation that is found to be targeted at a federally protected class is further prohibited under federal anti-discrimination laws and is subject to OCR compliance regulations.

### Definitions

*Abusive Conduct* – For purposes of this policy, “abusive conduct” means verbal, nonverbal, or physical conduct of a parent or guardian or student directed toward a School employee that, based on its severity, nature, and frequency of occurrence, a reasonable person would determine is intended to cause intimidation, humiliation, or unwarranted distress. A single act does not constitute abusive conduct.

*Bullying* – For purposes of this policy, "bullying" means a School employee or student intentionally committing a written, verbal, or physical act against a School employee or student that a reasonable person under the circumstances should know or reasonably foresee will have the effect of:

- (1) causing physical or emotional harm to the School employee or student;
- (2) causing damage to the School employee’s or student’s property;
- (3) placing the School employee or student in reasonable fear of:
  - (a) harm to the School employee’s or student’s physical or emotional well-being;
  - or
  - (b) damage to the School employee’s or student’s property;
- (4) creating a hostile, threatening, humiliating, or abusive educational environment due to:
  - (a) the pervasiveness, persistence, or severity of the actions; or
  - (b) a power differential between the bully and the target; or
- (5) substantially interfering with a student having a safe school environment that is necessary to facilitate educational performance, opportunities, or benefits.

This conduct constitutes bullying, regardless of whether the person against whom the conduct is committed directed, consented to, or acquiesced in, the conduct. In addition, bullying is commonly understood as aggressive behavior that is intended to cause



distress and harm; exists in a relationship in which there is an imbalance of power and strength; and is repeated over time.

Bullying may also include relational aggression or indirect, covert, or social aggression, including rumor spreading, intimidation, enlisting a friend to assault a child, and social isolation.

*Civil Rights Violations* – For purposes of this policy, “civil rights violations” means bullying, cyber-bullying, harassment, abusive conduct, or hazing that is targeted at a federally protected class.

*Cyber-bullying* – For purposes of this policy, “cyber-bullying” means using the Internet, a cell phone, or another device to send or post text, video, or an image with the intent or knowledge, or with reckless disregard, that the text, video, or image will hurt, embarrass, or threaten an individual, regardless of whether the individual directed, consented to, or acquiesced in the conduct, or voluntarily accessed the electronic communication.

*Federally protected class* – For purposes of this policy, “federally protected class” means any group protected from discrimination under federal law, such as:

- (1) Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin.
- (2) Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex.
- (3) Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability.
- (4) Other areas included under these acts which include religion, gender, and sexual orientation.

*Hazing* – For purposes of this policy, “hazing” means a School employee or student intentionally, knowingly, or recklessly committing an act or causing another individual to commit an act toward a School employee or student that:

- (1) (a) endangers the mental or physical health or safety of a School employee or student;
- (b) involves any brutality of a physical nature, including whipping, beating, branding, calisthenics, bruising, electric shocking, placing of a harmful substance on the body, or exposure to the elements;
- (c) involves consumption of any food, alcoholic product, drug, or other substance or other physical activity that endangers the mental or physical health and safety of a School employee or student; or
- (d) involves any activity that would subject a School employee or student to extreme mental stress, such as sleep deprivation, extended isolation from

social contact, or conduct that subjects a School employee or student to extreme embarrassment, shame, or humiliation; and

- (2) (a)(i) is committed for the purpose of initiation into, admission into, affiliation with, holding office in, or as a condition for membership in a School or School sponsored team, organization, program, club, or event; or  
(ii) is directed toward a School employee or student whom the individual who commits the act knows, at the time the act is committed, is a member of, or candidate for membership in, a School or School sponsored team, organization, program, club, or event in which the individual who commits the act also participates.
- (3) The conduct described above constitutes hazing, regardless of whether the School employee or student against whom the conduct is committed directed, consented to, or acquiesced in, the conduct.

*Retaliate or Retaliation* – For purposes of this policy, "retaliate or retaliation" means an act or communication intended:

- (1) as retribution against a person for reporting bullying or hazing; or
- (2) to improperly influence the investigation of, or the response to, a report of bullying or hazing.

*School Employee* – For purposes of this policy, "School employee" means an individual working in the individual's official capacity as:

- (1) a School teacher;
- (2) a School staff member;
- (3) a School administrator; or
- (4) an individual:
  - (a) who is employed, directly or indirectly, by the School; and
  - (b) who works on the School's campus(es).

*Volunteer* – For purposes of this policy, "volunteer" means a non-employee with significant, unsupervised access to students in connection with a School assignment.

### Reporting and Investigation

Students who have been subjected to or witnessed bullying, cyber-bullying, hazing, or retaliation, and students who have witnessed abusive conduct, must promptly report such incidents to any School personnel orally or in writing. School personnel who receive reports of such incidents must report them to the Campus Director.

School employees who have been subjected to or witnessed hazing, bullying, cyber-bullying, abusive conduct, or retaliation must report such incidents to the School's Campus Director orally or in writing.

Each report of prohibited conduct shall include:

- (1) the name of complaining party;
- (2) the name of victim of prohibited conduct (if different than complaining party);
- (3) the name of perpetrator (if known);
- (4) the date and location of incident(s); and
- (5) a statement describing the incident(s), including names of witnesses (if known).

In connection with a report of prohibited conduct, students and School employees may request that their identity be kept anonymous, and reasonable steps shall be taken by the Campus Director and others involved in the reporting and investigation to maintain the anonymity of such individuals, if possible. School employees must take strong responsive action to prevent retaliation, including assisting students who are victims of prohibited conduct and his or her parents or guardians in reporting subsequent problems and new incidents.

The Campus Director or his/her designee shall promptly make a reasonably thorough investigation of all complaints of prohibited conduct, including, to the extent possible, anonymous reports, and shall, in accordance with the Consequences of Prohibited Behavior section below, administer appropriate discipline to all individuals who violate this policy. Formal disciplinary action is prohibited based solely on an anonymous report.

The Campus Director may report to OCR all acts of bullying, hazing, cyber-bullying, abusive conduct, or retaliation that he/she reasonably determines may be violations of a student's or employee's civil rights.

It is the School's policy, in compliance with state and federal law, that students have a limited expectation of privacy on the School's computer equipment and network system, and routine monitoring or maintenance may lead to discovery that a user has violated School policy or law. Also, individual targeted searches will be conducted if there is reasonable suspicion that a user has violated policy or law. Personal electronic devices of any student suspected of violation of this policy will be confiscated for investigation and may be turned over to law enforcement.

### Parental Notification

The Campus Director or his/her designee will timely notify a student's parent or guardian (1) if the student threatens to commit suicide or (2) of any incidence of

bullying, cyber-bullying, hazing, abusive conduct, or retaliation involving the student (including if the student is involved as the alleged perpetrator or victim). The Campus Director or his/her designee will attempt to contact the parent or guardian by telephone to provide this notification and to discuss the matter. If the parent or guardian is not available by telephone, the Campus Director or his/her designee will provide the parent or guardian the required notification by email.

The Campus Director or his/her designee will produce and maintain a record that verifies that the parent or guardian was notified. If an in-person meeting takes place, the Campus Director or his/her designee may ask the parent or guardian to sign the record acknowledging that the notification was provided. If a telephone conversation takes place, the Campus Director or his/her designee may document on the record such details as the date and time of the telephone call, who was spoken to, and brief notes regarding the notification that was provided and the content of the conversation. If an email is sent, the Campus Director or his/her designee will retain a copy of the email. The School will retain the record as long as the student is enrolled at the School and destroy the record after that time. The School will maintain the confidentiality of the record in accordance with Utah Code § 53G-9-604.

In addition to notifying the parent or guardian as set forth above, the Campus Director or his/her designee will provide the parent or guardian with the following:

- (1) suicide prevention materials and information as recommended by the Utah State Board of Education in accordance with Utah Code § 53G-9-604(2)(b);
- (2) information on ways to limit a student's access to fatal means, including firearms or medication; and
- (3) information and resources on the healthy use of social media and online practices.

#### Action Plan to Address Reported Incidents of Bullying, Cyber-Bullying, Hazing, Retaliation, and Abusive Conduct

The School will investigate all allegations of incidents of bullying, cyber-bullying, hazing, retaliation, and abusive conduct in accordance with this policy and applicable law. The Campus Director or his/her designee will investigate allegations of these incidents and will have adequate training to conduct such an investigation. The Lead Director will be the point person with training and expertise to assist, direct, and supervise training of other employees in the responsibilities set forth in this paragraph.

The School will investigate all allegations of these incidents by interviewing

- (1) the alleged victim;
- (2) the individual who is alleged to have engaged in the prohibited conduct;

- (3) the parents or guardians of the alleged victim and the individual who is alleged to have engaged in prohibited conduct;
- (4) any witnesses;
- (5) School staff familiar with the alleged victim;
- (6) School staff familiar with the individual who is alleged to have engaged in prohibited conduct; or
- (7) Other individuals who may provide additional information.

The individual who investigates an allegation of an incident will inform an individual being interviewed that (1) to the extent allowed by law, the individual is required to keep all details of the interview confidential; and (2) further reports of bullying will become part of the review. However, the confidentiality requirement described in this paragraph does not apply to conversations with law enforcement, requests for information pursuant to a warrant or subpoena, a state or federal reporting requirement, or other reporting required by R277-613.

In conducting this investigation, the School may (1) review disciplinary reports of involved students; and (2) review physical evidence, including video or audio, notes, email, text messages, social media, or graffiti.

The School will report incidents of bullying, cyber-bullying, hazing, retaliation, and abusive conduct to law enforcement when the administrator reasonably determines that the alleged incident may have violated criminal law.

Following the investigation of a confirmed allegation of an incident of bullying, cyber-bullying, hazing, retaliation, or abusive conduct, the School may, if the administrator determines it is appropriate, take positive restorative justice practice action and support involved students through trauma-informed practices. However, an alleged targeted individual is not required to participate in a restorative justice practice with an individual who is alleged to have engaged in prohibited conduct. If the School would like any student to participate in a restorative justice practice, the School will notify the student's parent or guardian of the restorative justice practice and obtain consent from the student's parent or guardian before including the student in the process.

The School shall follow up with the parents or guardians of all parties to:

- (1) inform parents or guardians when an investigation is concluded;
- (2) inform parents or guardians what safety measures will be in place for their child, as determined by the investigation;

- (3) provide additional information about the investigation or the resolution consistent with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g; and
- (4) inform parents or guardians of the School's Parent Grievance Policy if the parents or guardians disagree with the resolution of the investigation.

### Consequences of Prohibited Behavior

If, after an investigation, a student is found to be in violation of this policy by participating in or encouraging conduct prohibited by this policy, the student shall be disciplined by appropriate measures up to, and including, suspension and expulsion, pursuant to Utah Code § 53G-8-205 and School policy, removal from participation in School activities, and/or discipline in accordance with regulations of the U.S. Department of Education Office for Civil Rights (OCR).

If, after an investigation, a School employee is found to be in violation of this policy, the employee shall be disciplined by appropriate measures, which may include termination, reassignment or other appropriate action.

School officials have the authority to discipline students for off-campus or online speech that causes or threatens a substantial disruption to School operations, including violent altercations or a significant interference with a student's educational performance and involvement in School activities.

### Grievance Process for School Employees

As explained above, a School employee who has experienced abusive conduct must report the incident to the Campus Director orally or in writing. If the School employee is not satisfied with the Campus Director's or designee's investigation of the abusive conduct and/or the resulting disciplinary action (or recommended disciplinary action) against the perpetrator, the School employee may address/raise the issue in accordance with the School's Staff Grievance Policy.

### Additional Provisions

The Lead Director and Campus Directors will ensure compliance with OCR regulations when civil rights violations are reported, as follows:

- (1) Once the School knows or reasonably should know of possible student-on-student bullying, cyber-bullying, or hazing, the School must take immediate and appropriate action to investigate.
- (2) If it is determined that the bullying, cyber-bullying, or hazing did occur as a result of the student-victim's membership in a protected class, the School shall take prompt and effective steps reasonably calculated to:
  - (a) end the bullying, cyber-bullying, or hazing

- (b) eliminate any hostile environment, and
- (c) prevent its recurrence.

(3) These duties are the School's responsibilities even if the misconduct is also covered by a separate anti-bullying policy and regardless of whether the student makes a complaint, asks the School to take action, or identifies the bullying, cyber-bullying, or hazing as a form of discrimination.

The Campus Director will take reasonable steps to ensure that any victim of prohibited conduct will be protected from further hazing, bullying, cyber-bullying, abusive conduct, and retaliation and that any student or School employee who reports such incidents will be protected from retaliation.

If the Campus Director believes that any victim or perpetrator of conduct prohibited by this policy would benefit from counseling, the Campus Director may refer such individuals for counseling.

If the Campus Director believes that it would be in the best interests of the individuals involved, the Campus Director may involve the parents or guardians of a perpetrator or victim of hazing, bullying, cyber-bullying, or retaliation in the process of responding to and resolving conduct prohibited by this policy.

Incidents of bullying, cyber-bullying, hazing, and retaliation will be reported in the School's student information system as required.

### Student Assessment

The Campus Director or his/her designee will solicit student assessments of the prevalence of bullying, cyber-bullying, and hazing in the School, specifically locations where students are unsafe and additional adult supervision may be required, such as playgrounds, hallways, and lunch areas.

### Training

The Lead Director will ensure that School students, employees, coaches, and volunteers receive training on bullying, cyber-bullying, hazing, retaliation, and abusive conduct from individuals qualified to provide such training. The training shall meet the standards established by the Utah State Board of Education's rules and include information on:

- (1) bullying, cyber-bullying, hazing, abusive conduct, and retaliation;
- (2) discrimination under the following federal laws:
  - (a) Title VI of the Civil Rights Act of 1964;
  - (b) Title IX of the Education Amendments of 1972;
  - (c) Section 504 of the Rehabilitation Act of 1973; and
  - (d) Title II of the Americans with Disabilities Act of 1990;

- (3) how bullying, cyber-bullying, hazing, retaliation, and abusive conduct are different from discrimination and may occur separately from each other or in combination;
- (4) how bullying, cyber-bullying, hazing, retaliation, and abusive conduct are prohibited based upon the students' or employees' actual or perceived characteristics, including race, color, national origin, sex, disability, religion, gender identity, sexual orientation, or other physical or mental attributes or conformance or failure to conform with stereotypes; and
- (5) the right of free speech and how it differs for students, employees, and parents or guardians.

The training will also complement the suicide prevention program required for students under R277-620 and the suicide prevention training required for licensed educators consistent with Section 53G-9-704(1), and also include information on when issues relating to R277-613 may lead to student or employee discipline.

The training shall be offered to:

- (1) new school employees, coaches, and volunteers within the first year of employment or service;
- (2) all School employees, coaches, and volunteers at least once every three years after the initial training; and
- (3) all students (regardless of whether they are involved in athletics or extracurricular activities or clubs) at a frequency determined by the Campus Director.

In addition to the training requirements described above, any student, employee, or volunteer coach participating in a School sponsored athletic program, both curricular and extracurricular, or extracurricular club or activity, shall, prior to participating in the athletic program or activity, participate in bullying, cyber-bullying, hazing, retaliation, and abusive conduct prevention training. This training shall be offered to new participants on an annual basis and to all participants at least once every three years. The School will inform student athletes and extracurricular club members of prohibited activities under R277-613 and potential consequences for violation of the law and the rule.

The School will maintain training participant lists or signatures and provide them to the Utah State Board of Education upon request.

#### Distribution of Policy and Signed Acknowledgement

The Lead Director will ensure that each Campus Director informs students, parents or guardians, School employees, and volunteers that hazing, bullying, cyber-bullying, abusive conduct, and retaliation are prohibited by distributing a copy of this policy to such individuals annually. A copy of this policy will also be posted on the School's website and included in any student conduct or employee handbooks issued by the School.



| On an annual basis, School employees, students who are at least eight years old, and parents or guardians of students shall sign a statement indicating that they have received this policy.

## **Fee Waiver Policy**

**Adopted: December 11, 2013**

**Revised: March 25, 2019**

**Revised: March 2, 2020**

**Revised: July 27, 2020**

**Reapproved: December 14, 2020**

**Reapproved: March 17, 2022**

**Reapproved: March 23, 2023**

**Revised:**

### **Purpose**

Ascent Academies of Utah (the "School") must abide by the Utah State Board of Education rules which direct the School's Board of Directors (the "Board") to implement a policy regarding student fees. The purpose of this policy is to provide educational opportunities for all students. This allows the School to establish a reasonable system of fees, while prohibiting practices that would exclude those unable to pay from participation in School-sponsored activities.

### **Policy**

Under the direction of the Board, the School's Lead Director is authorized to administer this policy and is directed to do so fairly, objectively, and without delay, and in a manner that avoids stigma and unreasonable burdens on students or parents/guardians.

### **Definitions**

"Co-curricular activity" means an activity, course, or program that:

- (a) is an extension of a curricular activity;
- (b) is included in an instructional plan and supervised or conducted by a teacher or educational professional;
- (c) is conducted outside of regular School hours;
- (d) is provided, sponsored, or supported by the School;
- (e) includes a required regular School day activity, course, or program.

"Curricular activity" means an activity, course, or program that is:

- (a) intended to deliver instruction;
- (b) provided, sponsored, or supported by the School; and
- (c) conducted only during School hours.

"Extracurricular activity"

- (a) means an activity, a course, or a program that is:

- (i) not directly related to delivering instruction;
  - (ii) not a curricular activity or co-curricular activity; and
  - (iii) provided, sponsored, or supported by the School.
- (b) does not include a noncurricular club as defined in Section 53G-7-701.

"Fee" means something of monetary value requested or required by the School as a condition to a student's participation in an activity, class, or program provided, sponsored, or supported by the School. This includes money or something of monetary value raised by a student or the student's family through fundraising.

"Instructional equipment"

- (a) means an activity-related, course-related, or program-related tool or instrument that:
  - (i) is required for a student to use as part of an activity, course, or program in a secondary school;
  - (ii) typically becomes the property of the student upon exiting the activity, course, or program, and
  - (iii) is subject to a fee waiver;
- (b) includes:
  - (i) shears or styling tools;
  - (ii) a band instrument;
  - (iii) a camera;
  - (iv) a stethoscope; or
  - (v) sports equipment, including a bat, mitt, or tennis racket.
- (c) does not include school equipment.

"Instructional supply" means a consumable or non-reusable supply that is necessary for a student to use as part of an activity, course, or program in a secondary school and includes:

- (a) prescriptive footwear;
- (b) brushes or other art supplies, including clay, pain, or art canvas;
- (c) wood for wood shop;
- (d) Legos for Lego robotics;
- (e) film; or
- (f) filament used for 3D printing.

"Maintenance of School equipment" means a cost, payment, or expenditure related to storing, repairing, or keeping School equipment in good working condition. It does not include the cost related to end-of-life replacement.

"Non-waivable charge" means a cost, payment, or expenditure that:

- (a) is a personal discretionary charge or purchase, including:
  - (i) a charge for insurance, unless the insurance is required for a student to participate in an activity, class, or program;
  - (ii) a charge for college credit related to the successful completion of:

- (A) a concurrent enrollment class; or
- (B) an advanced placement examination; or
- (iii) except when requested or required by the School, a charge for a personal consumable item such as a yearbook, class ring, letterman jacket or sweater, or other similar item;
- (b) is subject to sales tax as described in Utah State Tax Commission Publication 35, Sales Tax Information for Public and Private Elementary and Secondary Schools; or
- (c) by Utah Code, federal law, or State Board of Education rule is designated not to be a fee, including:
  - (i) a school uniform as provided in Utah Code § 53G-7-801;
  - (ii) a school lunch; or
  - (iii) a charge for a replacement for damaged or lost School equipment or supplies.

"Provided, sponsored, or supported by the School"

- (a) means an activity, class, program, fundraiser, club, camp, clinic, or other event that:
  - (i) is authorized by the School; or
  - (ii) satisfies at least one of the following conditions:
    - (A) the activity, class, program, fundraiser, club, camp, clinic, or other event is managed or supervised by the School, or a School employee in the employees School employment capacity;
    - (B) the activity, class, program, fundraiser, club, camp, clinic, or other event uses, more than inconsequentially, the School's facilities, equipment, or other School resources; or
    - (C) the activity, class, program, fundraising event, club, camp, clinic, or other event is supported or subsidized, more than inconsequentially, by public funds, including the School's activity funds or minimum school program dollars.
- (b) does not include an activity, class, or program that meets the criteria of a noncurricular club as described in Title 53G, Chapter 7, Part 7, Student Clubs.

"Provision in lieu of fee waiver"

- (a) means an alternative to fee payment or waiver of fee payment; and
- (b) does not include a plan under which fees are paid in installments or under some other delayed payment arrangement.

"Requested or required by the School as a condition to a student's participation" means something of monetary value that is impliedly or explicitly mandated or necessary for a student, parent, or family to provide so that a student may:

- (a) fully participate in school or in a School activity, class, or program;
- (b) successfully complete a School class for the highest grade; or
- (c) avoid a direct or indirect limitation on full participation in a School activity, class, or program, including limitations created by:

- (i) peer pressure, shaming, stigmatizing, bullying, or the like; or
- (ii) withholding or curtailing any privilege that is otherwise provided to any other student.

“School equipment” means a durable school-owned machine, equipment, or tool used by a student as part of an activity, course, or program in a secondary school and includes a saw or 3D printer. “School equipment” includes a saw or 3D printer.

“Something of monetary value”

(a) means a charge, expense, deposit, rental, fine, or payment, regardless of how the payment is termed, described, requested or required directly or indirectly, in the form of money, goods or services; and

(b) includes:

- (i) charges or expenditures for a School field trip or activity trip, including related transportation, food, lodging, and admission charges;
- (ii) payments made to a third party that provide a part of a School activity, class, or program;
- (iii) classroom textbooks, supplies or materials;
- (iv) charges or expenditures for school activity clothing; and
- (v) a fine, except for a student fine specifically approved the School for:
  - (A) failing to return School property;
  - (B) losing, wasting, or damaging private or School property through intentional, careless, or irresponsible behavior; or
  - (C) improper use of School property, including a parking violation.

(c) does not include a payment or charge for damages, which may reasonably be attributed to normal wear and tear.

“Textbook”

(a) means instructional material necessary for participation in an activity, course, or program, regardless of the format of the material;

(b) includes:

- (i) a hardcopy book or printed pages of instructional material, including a consumable workbook;
- (ii) computer hardware, software, or digital content; and
- (iii) the maintenance costs of School equipment.

(c) does not include instructional equipment or instructional supplies.

“Waiver” means a full release from the requirement of payment of a fee and from any provision in lieu of fee payment.

### **General School Fees Provisions**

The School may only collect a fee for an activity, class, or program provided, sponsored, or supported by the School consistent with School policies and state law.

Beginning with the 2021-2022 school year:

- (a) if the School imposes a fee, the fee shall be equal to or less than the expense incurred by the School in providing for a student the activity, course, or program for which the School imposes a fee; and
- (b) the School may not impose an additional fee or increase a fee to supplant or subsidize another fee.

Beginning with the 2022-23 school year, the School may not sell textbooks or otherwise charge a fee for textbooks or the maintenance costs of School equipment as provided in Section 53G-7-602, except for a textbook used for a concurrent enrollment or advanced placement course.

All fees are subject to the fee waiver requirements of this policy.

### **Fees for Classes & Activities During the Regular School Day**

#### **Fees for Students in Kindergarten through Sixth Grade**

No fee may be charged in kindergarten through sixth grade for materials, textbooks, supplies (except as provided below), or for any class or regular school day activity, including assemblies and field trips.

Elementary students cannot be required to provide their own student supplies. However, the School or teacher may provide to a student's parent or a suggested list of student supplies for use during the regular school day so that a parent or guardian may furnish on a voluntary basis student supplies for student use. The list provided to a student's parent or guardian must include and be preceded by the following language:

"NOTICE: THE ITEMS ON THIS LIST WILL BE USED DURING THE REGULAR SCHOOL DAY. THEY MAY BE BROUGHT FROM HOME ON A VOLUNTARY BASIS, OTHERWISE, THEY WILL BE FURNISHED BY THE SCHOOL."

The School may charge a fee to a student in grade six if all of the following are true:

- (a) the School has students in any of the grades seven through twelve;
- (b) the School follows a secondary model of delivering instruction to the School's grade six students; and
- (c) The School annually provides notice to parents that the School will collect fees from grade six students and that the fees are subject to waiver.

#### **Fees for Students in Seventh through Ninth Grade**

Fees may be charged in grades 7-9 in connection with an activity, class, or program provided, sponsored, or supported by the School that takes place during the regular school day if the fee is approved as provided in this policy and state law. All such fees are subject to waiver. In addition, if an established or approved class requires payment

of fees or purchase of items (i.e., tickets to events, etc.) in order for students to fully participate and to have the opportunity to acquire all skills and knowledge required for full credit and highest grades, the fees or costs for the class are subject to waiver.

In project related courses, projects required for course completion will be included in the course fee.

Secondary students may be required to provide their own student supplies, subject to the fee waiver requirements of this policy.

### Fees for Optional Projects

The School may require students at any grade level to provide materials or pay for an additional discretionary project if the student chooses a project in lieu of, or in addition to a required classroom project. A student may not be required to select an additional project as a condition to enrolling, completing, or receiving the highest possible grade for a course. The School will avoid allowing high cost additional projects, particularly when authorizing an additional discretionary project results in pressure on a student by teachers or peers to also complete a similar high cost project.

### **Fees for Activities Outside of the Regular School Day**

Fees may be charged in all grades for any School-sponsored activity that does not take place during the regular school day if participation in the activity is voluntary and does not affect the student's grade or ability to participate fully in any course taught during the regular school day. Fee waivers are available for such fees.

A fee related to a co-curricular or extracurricular activity may not exceed the maximum fee amounts for the co-curricular or extracurricular activity adopted by the Board, as provided below.

Activities that use the School facilities outside the regular school day but are not provided, sponsored, or supported by the School (i.e., programs sponsored by the parent organization and/or an outside organization) may charge for participation, and fee waivers are not available for these charges.

An activity, class, or program that is provided, sponsored, or supported by the School outside of the regular School day or School year calendar is subject to this policy and state law regardless of the time or season of the activity, class, or program.

### **Fee Schedule**

The Board will approve a Fee Schedule at least once each year on or before April 1. The Fee Schedule will establish the maximum fee amount per student for each activity and the maximum total aggregate fee amount per student per school year. No fee may

be charged or assessed in connection with an activity, class, or program provided, sponsored, or supported by the School, including for a curricular, co-curricular or extracurricular activity, unless the fee has been set and approved by the Board, is equal to or less than the established maximum fee amount for the activity, and is included in the approved Fee Schedule.

The School will encourage public participation in the development of the Fee Schedule and related policies.

Before approving the School's Fee Schedule, the School will provide an opportunity for the public to comment on the proposed Fee Schedule during a minimum of two public Board meetings. In addition to the standard notice of Board meetings under the Open and Public Meetings Act, the School will provide notice of these Board meetings using the same form of communication regularly used by the administration to communicate with parents.

After the Fee Schedule is adopted, the Board may amend the Fee Schedule using the same process.

### **Maximum Fee Amounts**

In connection with establishing the Fee Schedule, the Board will establish a per student annual maximum fee amount that the School may charge a student for the student's participation in all courses, programs, and activities provided, sponsored, or supported by the School for the year. This is a maximum total aggregate fee amount per student per School year.

The Board may establish a reasonable number of activities, courses, or programs that will be covered by the annual maximum fee amount.

The amount of revenue raised by a student through an individual fundraiser for an activity, as well as the total per student amount expected to be received through required group fundraising for an activity, will be included as part of the maximum fee amount per student for the activity and maximum total aggregate fee amount per student.

### **Notice to Parents**

The Lead Director will annually provide written notice of the School's Fee Schedule and Fee Waiver Policy to the parent or guardian of each student in the School by ensuring that a written copy of the School's Fee Schedule and Fee Waiver Policy is included with all registration materials provided to potential or continuing students each year.

The School will also post the following on its website each school year:



- (a) The School's Fee Schedule, including maximum fee amounts, and Fee Waiver policy;
- (b) The School's fee waiver application;
- (c) The School's fee waiver decision and appeals form; and
- (d) The School's fee notice(s) for families.

## **Donations**

The School may not request or accept a donation in lieu of a fee from a student or parent unless the activity, class, or program for which the donation is solicited will otherwise be fully funded by the School and receipt of the donation will not affect participation by an individual student.

A donation is a fee if a student or parent is required to make the donation as a condition to the student's participation in an activity, class, or program.

The School may solicit and accept a donation or contribution in accordance with the School's policies, including the Donation and Fundraising Policy, but all such requests must clearly state that donations and contributions by a student or parent are voluntary.

If the School solicits donations, the School: (a) shall solicit and handle donations in accordance with policies and procedures established by the School; and (b) may not place any undue burden on a student or family in relation to a donation.

## **Fee Collection**

The School may pursue reasonable methods for obtaining payment for fees and for charges assessed in connection with a student losing or willfully damaging school property.

The School may not exclude students from school, an activity, a class, or a program that is provided, sponsored, or supported by the School during the regular school day; refuse to issue a course grade; or withhold official student records, including written or electronic grade reports, class schedules, diplomas, or transcripts, as a result of unpaid fees.

The School may withhold the official student records of a student responsible for lost or damaged School property consistent with Utah Code § 53G-8-212 until the student or the student's parent has paid for the damages, but may not withhold a student's records required for student enrollment or placement in a subsequent school.

A reasonable charge may be imposed by the School to cover the cost of duplicating, mailing, or transmitting transcripts and other school records. No charge may be imposed for duplicating, mailing, or transmitting copies of school records to an elementary or secondary school in which the student is enrolled or intends to enroll.

Consistent with Utah Code § 53G-6-604, the School will forward a certified copy of a transferring student's record to a new school within 30 days of the request, regardless of whether the student owes fees or fines to the School.

Students shall be given notice and an opportunity to pay fines prior to withholding issuance of official written grade reports, diplomas and transcripts. If the student and the student's parent or guardian are unable to pay for damages or if it is determined by the School in consultation with the student's parents that the student's interests would not be served if the parents were to pay for the damages, then the School may provide for a program of voluntary work for the student in lieu of the payment. A general breakage fee levied against all students in a class or school is not permitted.

### **Fee Refunds**

Student fees are non-refundable.

### **Budgeting and Spending Revenue Collected Through Fees**

The School will follow the general accounting standards described in Rule R277-113 for treatment of fee revenue.

Beginning with the 2020-2021 school year, the School will establish a spend plan for the revenue collected from each fee charged. The spend plan will (a) provide students, parents, and employees transparency by identifying a fee's funding uses; (b) identify the needs of the activity, course, or program for the fee being charged and include a list or description of the anticipated types of expenditures, for the current fiscal year or as carryover for use in a future fiscal year, funded by the fee charged.

The School will establish a procedure to identify and address potential inequities due to the impact of the number of students who receive fee waivers at each campus.

The School will distribute the impact of fee waivers across the School's campuses so that no campus carries a disproportionate share of the School's total fee waiver burden.

### **School Fee Collections & Accounting Procedures**

It is the responsibility of the Lead Director to ensure that all student fees collected are in compliance with the Fee Schedule and applicable financial policies and procedures.

Fees must be received and deposited in a timely manner.

Money may only be collected by staff authorized by the Lead Director. Students may not collect fees.

Beginning in the 2020-21 school year, the School may not use revenue collected through fees to offset the cost of fee waivers by requiring students and families who do not qualify for fee waivers to pay an increased fee amount to cover the costs of students and families who qualify for fee waivers. However, the School may notify students and families that the students and families may voluntarily pay an increased fee amount or provide a donation to cover the costs of other students and families.

### **Fee Waiver Provisions**

To ensure that no student is denied the opportunity to participate in a class or activity that is provided, sponsored, or supported by the School because of an inability to pay a fee, the School provides fee waivers or other provisions in lieu of fee waivers. Fee waivers or other provisions in lieu of fee waivers will be available to any student whose parent cannot pay a fee.

All fees are subject to waiver.

Non-waivable charges are not subject to waiver.

### **Fee Waiver Administration**

The Lead Director will administer this policy and will review and grant fee waiver requests. The process for obtaining waivers or pursuing alternatives will be administered in accordance with this policy, fairly, objectively, and without delay, and in a manner that avoids stigma, embarrassment, undue attention, and unreasonable burdens on students and parents.

The School will not treat a student receiving a fee waiver or provision in lieu of a fee waiver differently from other students. The process for obtaining waivers or pursuing alternatives will create no visible indicators that could lead to identification of fee waiver applicants.

The process for obtaining waivers or pursuing alternatives will comply with the privacy requirements of The Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g (FERPA). The School may not identify a student on fee waiver to students, staff members, or other persons who do not need to know. As a general rule, teachers and coaches do not need to know which students receive fee waivers. Students may not assist in the fee waiver approval process.

### **Fee Waiver Eligibility**

A student is eligible for a fee waiver if the School receives verification that:

- (a) In accordance with Utah Code § 53G-7-504(4), family income falls within levels established annually by the State Superintendent and published on the Utah State Board of Education website;
- (b) The student to whom the fee applies receives Supplemental Security Income (SSI). If a student receives SSI, the School may require a benefit verification letter from the Social Security Administration;
- (c) The family receives TANF or SNAP funding. If a student's family receives TANF or SNAP, the School may require the student's family to provide the School an electronic copy or screenshot of the student's family's eligibility determination or eligibility status covering the period for which the fee waiver is sought from the Utah Department of Workforce Services; or
- (d) The student is in foster care through the Division of Child and Family Services or is in state custody. If a student is in state custody or foster care, the School may rely on the youth in care required intake form or school enrollment letter provided by a caseworker from the Utah Division of Child and Family Services or the Utah Juvenile Justice Department.

The School will not maintain copies of any documentation provided to verify eligibility for a fee waiver.

The School will not subject a family to unreasonable demands for re-qualification.

The School may grant a fee waiver to a student, on a case by case basis, who does not qualify for a fee waiver under the foregoing provisions but who, because of extenuating circumstances, is not reasonably capable of paying the fee.

The School may charge a proportional share of a fee or a reduced fee if circumstances change for a student or family so that fee waiver eligibility no longer exists.

The School may retroactively waive fees if eligibility can be determined to exist before the date of the fee waiver application.

### **Fee Waiver Approval Process**

The Lead Director will inform patrons of the process for obtaining waivers and will provide a copy of the standard fee waiver application on the School's website and in registration materials each year.

The Lead Director will review fee waiver applications within five (5) school days of receipt. If the School denies a request for a fee waiver, the School will provide the decision to deny a waiver in writing and will provide notice of the procedure for appeal in the form approved by the Utah State Board of Education.

Any requirement that a student pay a fee will be suspended during any period in which the student's eligibility for a waiver is being determined or during the time a denial of waiver is being appealed.

Each year the School will maintain documentation regarding the number of School students who were given fee waivers, the number of School students who worked in lieu of fee waivers, the number of School students who were denied fee waivers, the total dollar value of student fees waived by the School, and the total dollar amount of all fees charged to students at the School, as this information may be requested by the Utah State Board of Education as part of its monitoring of the School's school fees practices.

### **Appeal Process**

Denial of eligibility for a waiver may be appealed in writing to the Campus Director or Lead Director within ten (10) school days of receiving notice of denial. The School shall contact the parent within two (2) weeks after receiving the appeal and schedule a meeting with the Campus Director or Lead Director to discuss the parent's concerns. If, after meeting with the Campus Director or Lead Director, the waiver is still denied, the parent may appeal, in writing, within ten (10) school days of receiving notice of denial to the Board.

In order to protect privacy and confidentiality, the School will not retain information or documentation provided to verify eligibility for fee waivers.

### **Alternatives to Fees and Fee Waivers**

The School may allow a student to perform service or another approved task (as described in Utah Code § 53G-7-504(2)) in lieu of paying a fee or, in the case of an eligible student, in lieu receiving a fee waiver, but such alternatives may not be required. If the School allows an alternative to satisfy a fee requirement, the Campus Director or Lead Director will explore with the interested student and his or her parent/guardian the alternatives available for satisfying the fee requirement, and parents will be given the opportunity to review proposed alternatives to fees and fee waivers. However, if a student is eligible for a waiver, textbook fees must be waived, and no alternative in lieu of a fee waiver is permissible for such fees.

The School may allow a student to perform service in lieu of paying a fee or receiving a fee waiver if: (a) the School establishes a service policy or procedure that ensure that a service assignment is appropriate to the age, physical condition, and maturity of the student; (b) the School's service policy or procedure is consistent with state and federal laws, including Section 53G-7-504 regarding the waiver of fees and the federal Fair Labor Standards Act, 29 U.S.C. 201; (c) the service can be performed within a reasonable period of time; and (d) the service is at least equal to the minimum wage for each hour or service.

A student who performs service may not be treated differently than other students who pay a fee.

The service may not create an unreasonable burden for a student or parent and may not be of such a nature as to demean or stigmatize the student.

The School will transfer the student's service credit to another LEA upon request of the student.

The School may make an installment payment plan available for the payment of a fee. Such a payment plan may not be required in lieu of a fee waiver.

### **Annual Review, Approval, and Training**

The Board will review and approve this policy annually.

The School will develop a plan for at least annual training of School employees on fee-related policies specific to each employee's job functions.

## **Administrative Procedures Attendance Procedures**

These procedures are established in accordance with the Attendance Policy established by the School's Board of Directors.

### **Definitions**

**"Absence"** or **"absent"** means the failure of a school-age child assigned to a class or class period to attend a class or class period. "Absence" or "absent" does not mean multiple tardies used to calculate an absence for the sake of a truancy.

**"Chronic absenteeism"** or **"chronically absent"** means a student misses 10% or more of days enrolled, for any reason, and makes a school aware that a beginning of tiered supports may be needed.

**"Valid excuse"** or **"excused absence"** means an absence resulting from:

- a) an illness, which may be either mental or physical, regardless of whether the school-age child or parent provides documentation from a medical professional;
- b) mental or behavioral health of the school-age child;
- c) a death of a family member or close friend;
- d) a scheduled family event or a scheduled proactive visit to a health care provider in accordance with Section 53G-6-803(5);
- e) a family emergency;
- f) an approved School activity;
- g) a preapproved extended absence for a family activity or travel, consistent with School policy; or
- h) an absence permitted by an individualized education program or Section 504 accommodation plan.

The Principal has the discretion to consider other absences as "valid excuses."

"Valid excuse" or "excused absence" does not mean a parent acknowledgement of an absence for a reason other than those described above.

**"Habitual truant"** means a school-age child who: (1) is in grade 7 or above and at least 12 years old; (2) is subject to the requirements of Section 53G-6-202; and (3)(a) is truant at least ten times during one school year; or (b) fails to cooperate with efforts on the part of School authorities to resolve the school-age child's attendance problem as required under Section 53G-6-206.

**"School-age child"** means a minor who is at least six years old but younger than 18 years old and who is not emancipated.

**"School day"** means the portion of a day that school is in session in which a school-age child is required to be in school for purposes of receiving instruction.

**"Truant"** means a condition by which a school-age child, without a valid excuse, is absent for at least half of the school day. A school-age child may not be considered truant under the School's Attendance Policy or these procedures more than one time during one day.

**Attendance Requirements:** Students are expected to have no more than five (5) unexcused absences per year.

**Excused Absences:** An oral or written communication documenting a valid excuse must be received from the student's parents/guardian within one (1) business day of the absence in order for the absence to be excused. In the event of multiple consecutive absences, written communication must be received within one (1) business day of the student's return to school.

In the event of an unforeseeable illness or emergency, the School should be notified as soon as reasonably possible.

Excused absences may become unexcused if the Principal determines that absences have reached an excessive level and are adversely impacting the student's education.

**Preapproved Extended Absence:** A parent/guardian may request approval from the Principal prior to a student's extended absence of up to ten (10) days per school year. The Principal will approve the absence if the Principal determines that the extended absence will not adversely impact the student's education.

**Medical Documentation:** The School may not require documentation from a medical professional to substantiate a valid excuse that is a mental or physical illness.

**Make-up Work:** Make-up work is permitted for students who have excused absences. The teacher will provide the student or the parent/guardian with any make-up work upon request. Make-up work must be completed within a reasonable timeframe as determined by the teacher.

**Tardiness:** A student is tardy if he or she is not in the assigned classroom when the late bell rings. In general, tardiness will be handled on an individual basis with the teacher. If a student is chronically tardy, then the student may be referred to the administration.

**Notification of Absences and Tardies:** In the event a student is absent, parents/guardians will be notified by phone on the day of the absence. Parents and students are responsible for tracking the total number of absences and tardies. Parents may be notified when their student reaches the 4<sup>th</sup> unexcused absence of the year or if their student is excessively tardy. If a student reaches five (5) or more unexcused absences, the Principal will attempt to schedule a meeting with the parents to review the situation and will outline the appropriate corrective action.

### **Notice of Compulsory Education Violation**

Consistent with Section 53G-6-202, the School may issue a "notice of compulsory education violation" to a parent/guardian of a school-age child who is in grades 1 through 6 if the student is truant at least five (5) times during the school year.

This notice shall:

1. Direct the parent/guardian to meet with School authorities to discuss the student's attendance problem and cooperate with the Principal and Board to secure regular attendance by the student;
2. Designate the School authorities with whom the parent is required to meet;
3. State that it is a class B misdemeanor for the student's parent/guardian to intentionally or without good cause fail to meet with the designated School authorities to discuss the student's attendance problems, or fail to prevent the student from being truant an additional five (5) or more times during the remainder of the school year; and
4. Be served on the parent/guardian by personal service or certified mail.

If School personnel have reason to believe that, after a notice of compulsory education violation is issued, the parent/guardian has failed to make a good faith effort to ensure that the school-age child receives an appropriate education, the issuer of the compulsory education violation



shall report to the Division of Child and Family Services the information required by Utah Code § 53G-6-202(8) (also in accordance with the School's Child Abuse and Neglect Reporting Policy).

### **Chronic Absenteeism Prevention and Intervention Program**

The School's Chronic Absenteeism Prevention and Intervention Program is established to encourage good attendance, improve academic outcomes, and reduce negative behaviors. Through this program, the School hopes to create a trusting relationship between teachers, students, and parents.

The School's efforts to prevent chronic absenteeism include, but are not limited to:

- Serving students breakfast and lunch at the School each school day;
- Providing classroom and/or schoolwide rewards and/or incentives to students for good attendance.
- Notifying parents/guardians by phone each time a student is absent, and making such notification on the day of the absence.
- Contacting parents/guardians of students who reach four (4) and/or five (5) unexcused absences to try to resolve the students' attendance problems.
- Providing parents/guardians with notices of compulsory education violations or notices of truancy, as appropriate and as outlined herein.
- Providing parents/guardians the School's attendance policies and procedures each year at the time of registration.

The School will seek to help students struggling with absenteeism (including chronically absent students) through implementing research or evidence-based absenteeism and dropout prevention interventions. Those efforts will include documented earnest and persistent efforts to resolve a student's attendance problems through the following interventions:

- When a student's attendance is negatively affecting the student's learning, the classroom teacher will notify the student and/or the student's parent/guardian of the concern. The teacher will set up a conference with the student and/or the student's parent/guardian to identify and resolve any problems that prevent the student from attending school. The student's progress will be monitored.
- If meeting with the student and parent/guardian does not adequately address the problems and the student's learning continues to suffer, then the School counselor or Principal will work with the teacher and parent/guardian in finding a solution to the problems that are preventing the student from attending to his/her learning. Efforts to resolve the problems may include, but are not limited to, the following: making adjustments to the curriculum or the schedule; counseling of the student by School authorities; mentoring the student; providing the student with increased academic support; teaching the student executive function skills such as planning, goal setting, understanding and following multi-step directions, and self-regulation; considering alternatives proposed by the parent/guardian; or providing the parent/guardian with a list of community resources to help the family.
- The Principal may consult with a parent/guardian to determine if mitigating circumstances such as medical or psychological problems indicate the use of intervention methods for resolving the attendance problems.

- In the event that the preceding interventions fail, the Principal will contact the parent/guardian and request a formal meeting to discuss and resolve the attendance problems. A copy of the communication (letter, email, etc.) will be kept by the School.
- The Principal will notify the student and a parent/guardian of the actions the School may take should the student be truant in the future.

### **Notice of Truancy**

Consistent with Section 53G-6-203, the School may issue a notice of truancy to a school-age child who is in grade 7 or above, at least 12 years old, and is truant at least five (5) times during the school year.

A notice of truancy will only be issued after the School has made earnest and persistent efforts to resolve student attendance problems, which efforts may include those set forth above.

A notice of truancy will:

1. Direct the school-age child who receives the notice of truancy, and the parent/guardian of the school-age child, to meet with School authorities to discuss the student's attendance problem and cooperate with the Principal and Board to secure regular attendance by the student; and
2. Designate the School authorities with whom the school -age child and parent/guardian is required to meet.

A notice of truancy will be served on the parent/guardian by personal service or regular mail. The parent/guardian will have the right to appeal a notice of truancy in writing to the Principal within ten (10) days of being issued.

### **Appeals Process**

Parents/guardians who believe that all or part of their student's absences and/or tardies should be considered excused, or if they want to contest a notice of truancy, notice of compulsory education, or any disciplinary action taken against their student pursuant to the School's Attendance Policy or these procedures, shall follow the School's Parent Grievance Policy.

### **Students with Qualified Disabilities**

If students with disabilities under the Individuals with Disabilities Education Act, or students protected under either Section 504 of the Rehabilitation Act or the Americans with Disabilities Act, have excessive absences, including but not limited to absences for mental or behavioral health reasons, and fall within the criteria of these procedures, the School will ensure that these procedures are applied in a manner consistent with all applicable state and federal laws and regulations. Excused absences for known mental or behavioral health reasons do not absolve the School of FAPE responsibilities.

### **Annual Report**

The School shall annually report the following data separately to the State Board of Education:

1. absences with a valid excuse; and
2. absences without a valid excuse.



## **Fee Waiver Policy**

**Adopted: December 11, 2013**

**Revised: March 25, 2019**

**Revised: March 2, 2020**

**Revised: July 27, 2020**

**Reapproved: December 14, 2020**

**Reapproved: March 17, 2022**

**Reapproved: March 23, 2023**

### **Purpose**

Ascent Academies of Utah (the "School") must abide by the Utah State Board of Education rules which direct the School's Board of Directors (the "Board") to implement a policy regarding student fees. The purpose of this policy is to provide educational opportunities for all students. This allows the School to establish a reasonable system of fees, while prohibiting practices that would exclude those unable to pay from participation in school-sponsored activities.

### **Policy**

Under the direction of the Board, the School's Lead Director is authorized to administer this policy and is directed to do so fairly, objectively, and without delay, and in a manner that avoids stigma and unreasonable burdens on students or parents/guardians.

### **Definitions**

"Co-curricular activity" means an activity, course, or program that:

- (a) is an extension of a curricular activity;
- (b) is included in an instructional plan and supervised or conducted by a teacher or educational professional;
- (c) is conducted outside of regular School hours;
- (d) is provided, sponsored, or supported by the School;
- (e) includes a required regular School day activity, course, or program.

"Curricular activity" means an activity, course, or program that is:

- (a) intended to deliver instruction;
- (b) provided, sponsored, or supported by the School; and
- (c) conducted only during School hours.

"Extracurricular activity"

- (a) means an activity or program for students, outside of the regular School day, that:
  - (i) not directly related to delivering instruction;
  - (ii) not a curricular activity or co-curricular activity; and

- (iii) provided, sponsored, or supported by the School.
- (b) does not include a noncurricular club as defined in Section 53G-7-701.

"Fee" means something of monetary value requested or required by the School as a condition to a student's participation in an activity, class, or program provided, sponsored, or supported by the School. This includes money or something of monetary value raised by a student or the student's family through fundraising.

"Instructional equipment"

- (a) means an activity-related, course-related, or program-related tool or instrument that:
  - (i) is required for a student to use as part of an activity, course, or program in a secondary school;
  - (ii) typically becomes the property of the student upon exiting the activity, course, or program, and
  - (iii) is subject to a fee waiver;
- (b) includes:
  - (i) shears or styling tools;
  - (ii) a band instrument;
  - (iii) a camera;
  - (iv) a stethoscope; or
  - (v) sports equipment, including a bat, mitt, or tennis racket.
- (c) does not include school equipment.

"Instructional supply" means a consumable or non-reusable supply that is necessary for a student to use as part of an activity, course, or program in a secondary school and includes:

- (a) prescriptive footwear;
- (b) brushes or other art supplies, including clay, paint, or art canvas;
- (c) wood for wood shop;
- (d) Legos for Lego robotics;
- (e) film; or
- (f) filament used for 3D printing.

"Non-waivable charge" means a cost, payment, or expenditure that:

- (a) is a personal discretionary charge or purchase, including:
  - (i) a charge for insurance, unless the insurance is required for a student to participate in an activity, class, or program;
  - (ii) a charge for college credit related to the successful completion of:
    - (A) a concurrent enrollment class; or
    - (B) an advanced placement examination; or
  - (iii) except when requested or required by the School, a charge for a personal consumable item such as a yearbook, class ring, letterman jacket or sweater, or other similar item;

- (b) is subject to sales tax as described in Utah State Tax Commission Publication 35, Sales Tax Information for Public and Private Elementary and Secondary Schools; or
- (c) by Utah Code, federal law, or State Board of Education rule is designated not to be a fee, including:
  - (i) a school uniform as provided in Utah Code § 53G-7-801;
  - (ii) a school lunch; or
  - (iii) a charge for a replacement for damaged or lost School equipment or supplies.

"Provided, sponsored, or supported by the School"

- (a) means an activity, class, program, fundraiser, club, camp, clinic, or other event that:
  - (i) is authorized by the School; or
  - (ii) satisfies at least one of the following conditions:
    - (A) the activity, class, program, fundraiser, club, camp, clinic, or other event is managed or supervised by the School, or a School employee in the employees School employment capacity;
    - (B) the activity, class, program, fundraiser, club, camp, clinic, or other event uses, more than inconsequentially, the School's facilities, equipment, or other School resources; or
    - (C) the activity, class, program, fundraising event, club, camp, clinic, or other event is supported or subsidized, more than inconsequentially, by public funds, including the School's activity funds or minimum school program dollars.
- (b) does not include an activity, class, or program that meets the criteria of a noncurricular club as described in Title 53G, Chapter 7, Part 7, Student Clubs.

"Provision in lieu of fee waiver"

- (a) means an alternative to fee payment or waiver of fee payment; and
- (b) does not include a plan under which fees are paid in installments or under some other delayed payment arrangement.

"School equipment" means a durable school-owned machine, equipment, or tool used by a student as part of an activity, course, or program in a secondary school and includes a saw or 3D printer. "School equipment" includes a saw or 3D printer.

"Requested or required by the School as a condition to a student's participation" means something of monetary value that is impliedly or explicitly mandated or necessary for a student, parent, or family to provide so that a student may:

- (a) fully participate in school or in a School activity, class, or program;
- (b) successfully complete a School class for the highest grade; or
- (c) avoid a direct or indirect limitation on full participation in a School activity, class, or program, including limitations created by:
  - (i) peer pressure, shaming, stigmatizing, bullying, or the like; or

- (ii) withholding or curtailing any privilege that is otherwise provided to any other student.

"Something of monetary value"

- (a) means a charge, expense, deposit, rental, fine, or payment, regardless of how the payment is termed, described, requested or required directly or indirectly, in the form of money, goods or services; and
- (b) includes:
  - (i) charges or expenditures for a School field trip or activity trip, including related transportation, food, lodging, and admission charges;
  - (ii) payments made to a third party that provide a part of a School activity, class, or program;
  - (iii) classroom textbooks, supplies or materials;
  - (iv) charges or expenditures for school activity clothing; and
  - (v) a fine, except for a student fine specifically approved the School for:
    - (A) failing to return School property;
    - (B) losing, wasting, or damaging private or School property through intentional, careless, or irresponsible behavior; or
    - (C) improper use of School property, including a parking violation.

"Textbook"

- (a) means instructional material necessary for participation in an activity, course, or program, regardless of the format of the material;
- (b) includes:
  - (i) a hardcopy book or printed pages of instructional material, including a consumable workbook; or
  - (ii) computer hardware, software, or digital content.
- (c) does not include instructional equipment or instructional supplies.

"Waiver" means a full release from the requirement of payment of a fee and from any provision in lieu of fee payment.

### **General School Fees Provisions**

The School may only collect a fee for an activity, class, or program provided, sponsored, or supported by the School consistent with School policies and state law.

Beginning with the 2021-2022 school year:

- (a) if the School imposes a fee, the fee shall be equal to or less than the expense incurred by the School in providing for a student the activity, course, or program for which the School imposes a fee; and
- (b) the School may not impose an additional fee or increase a fee to supplant or subsidize another fee.

Beginning with the 2022-23 school year, the School may not sell textbooks or otherwise charge a fee for textbooks or the maintenance costs of School equipment as provided in Section 53G-7-602, except for a textbook used for a concurrent enrollment or advanced placement course.

All fees are subject to the fee waiver provisions of this policy.

## **Fees for Classes & Activities During the Regular School Day**

### **Fees for Students in Kindergarten through Sixth Grade**

No fee may be charged in kindergarten through sixth grade for materials, textbooks, supplies (except as provided below), or for any class or regular school day activity, including assemblies and field trips.

Elementary students cannot be required to provide their own student supplies. However, the School or teacher may provide to a student's parent or a suggested list of student supplies for use during the regular school day so that a parent or guardian may furnish on a voluntary basis student supplies for student use. The list provided to a student's parent or guardian must include and be preceded by the following language:

"NOTICE: THE ITEMS ON THIS LIST WILL BE USED DURING THE REGULAR SCHOOL DAY. THEY MAY BE BROUGHT FROM HOME ON A VOLUNTARY BASIS, OTHERWISE, THEY WILL BE FURNISHED BY THE SCHOOL."

The School may charge a fee to a student in grade six if all of the following are true:

- (a) the School has students in any of the grades seven through twelve;
- (b) the School follows a secondary model of delivering instruction to the School's grade six students; and
- (c) The School annually provides notice to parents that the School will collect fees from grade six students and that the fees are subject to waiver.

### **Fees for Students in Seventh through Ninth Grade**

Fees may be charged in grades 7-9 in connection with an activity, class, or program provided, sponsored, or supported by the School that takes place during the regular school day if the fee is approved as provided in this policy and state law. All such fees are subject to waiver. In addition, if an established or approved class requires payment of fees or purchase of items (i.e., tickets to events, etc.) in order for students to fully participate and to have the opportunity to acquire all skills and knowledge required for full credit and highest grades, the fees or costs for the class are subject to waiver.

In project related courses, projects required for course completion will be included in the course fee.



Secondary students may be required to provide their own student supplies, subject to the fee waiver provisions of this policy.

### Fees for Optional Projects

The School may require students at any grade level to provide materials or pay for an additional discretionary project if the student chooses a project in lieu of, or in addition to a required classroom project. A student may not be required to select an additional project as a condition to enrolling, completing, or receiving the highest possible grade for a course. The School will avoid allowing high cost additional projects, particularly when authorizing an additional discretionary project results in pressure on a student by teachers or peers to also complete a similar high cost project.

### Fees for Activities Outside of the Regular School Day

Fees may be charged in all grades for any School-sponsored activity that does not take place during the regular school day if participation in the activity is voluntary and does not affect the student's grade or ability to participate fully in any course taught during the regular school day. Fee waivers are available for such fees.

A fee related to a co-curricular or extracurricular activity may not exceed the maximum fee amounts for the co-curricular or extracurricular activity adopted by the Board, as provided below.

Activities that use the School facilities outside the regular school day but are not provided, sponsored, or supported by the School (i.e., programs sponsored by the parent organization and/or an outside organization) may charge for participation, and fee waivers are not available for these charges.

An activity, class, or program that is provided, sponsored, or supported by the School outside of the regular School day or School year calendar is subject to this policy and state law regardless of the time or season of the activity, class, or program.

In the event the School provides supplemental kindergarten, the School may charge a fee related to a student's enrollment in the supplemental kindergarten. A fee for supplemental kindergarten is subject to waiver.

### Fee Schedule

The Board will approve a Fee Schedule at least once each year on or before April 1. The Fee Schedule will establish the maximum fee amount per student for each activity and the maximum total aggregate fee amount per student per school year. No fee may be charged or assessed in connection with an activity, class, or program provided, sponsored, or supported by the School, including for a curricular, co-curricular or extracurricular activity, unless the fee has been set and approved by the Board, is equal

to or less than the established maximum fee amount for the activity, and is included in the approved Fee Schedule.

The School will encourage public participation in the development of the Fee Schedule and related policies.

Before approving the School's Fee Schedule, the School will provide an opportunity for the public to comment on the proposed Fee Schedule during a minimum of two public Board meetings. In addition to the standard notice of Board meetings under the Open and Public Meetings Act, the School will provide notice of these Board meetings using the same form of communication regularly used by the administration to communicate with parents.

After the Fee Schedule is adopted, the Board may amend the Fee Schedule using the same process.

### **Maximum Fee Amounts**

In connection with establishing the Fee Schedule, the Board will establish a per student annual maximum fee amount that the School may charge a student for the student's participation in all courses, programs, and activities provided, sponsored, or supported by the School for the year. This is a maximum total aggregate fee amount per student per School year.

The Board may establish a reasonable number of activities, courses, or programs that will be covered by the annual maximum fee amount.

The amount of revenue raised by a student through an individual fundraiser for an activity, as well as the total per student amount expected to be received through required group fundraising for an activity, will be included as part of the maximum fee amount per student for the activity and maximum total aggregate fee amount per student.

### **Notice to Parents**

The Lead Director will annually provide written notice of the School's Fee Schedule and Fee Waiver Policy to the parent or guardian of each student in the School by ensuring that a written copy of the School's Fee Schedule and Fee Waiver Policy is included with all registration materials provided to potential or continuing students each year. The procedures for obtaining fee waivers and for appealing a denial of a waiver will also be included with the School's registration materials.

The School will post the applicable Fee Schedule and Fee Waiver Policy, including maximum fee amounts, on the School's website each school year.

## **Donations**

The School may not request or accept a donation in lieu of a fee from a student or parent unless the activity, class, or program for which the donation is solicited will otherwise be fully funded by the School and receipt of the donation will not affect participation by an individual student.

A donation is a fee if a student or parent is required to make the donation as a condition to the student's participation in an activity, class, or program.

The School may solicit and accept a donation or contribution in accordance with the School's policies, including the Donation and Fundraising Policy, but all such requests must clearly state that donations and contributions by a student or parent are voluntary.

If the School solicits donations, the School: (a) shall solicit and handle donations in accordance with policies and procedures established by the School; and (b) may not place any undue burden on a student or family in relation to a donation.

## **Fee Collection**

The School may pursue reasonable methods for obtaining payment for fees and for charges assessed in connection with a student losing or willfully damaging school property.

The School may not exclude students from school, an activity, a class, or a program that is provided, sponsored, or supported by the School during the regular school day; refuse to issue a course grade; or withhold official student records, including written or electronic grade reports, diplomas, or transcripts, as a result of unpaid fees.

The School may withhold the official student records of a student responsible for lost or damaged School property consistent with Utah Code § 53G-8-212 until the student or the student's parent has paid for the damages, but may not withhold a student's records required for student enrollment or placement in a subsequent school.

A reasonable charge may be imposed by the School to cover the cost of duplicating, mailing, or transmitting transcripts and other school records. No charge may be imposed for duplicating, mailing, or transmitting copies of school records to an elementary or secondary school in which the student is enrolled or intends to enroll.

Consistent with Utah Code § 53G-6-604, the School will forward a certified copy of a transferring student's record to a new school within 30 days of the request, regardless of whether the student owes fees or fines to the School.

Students shall be given notice and an opportunity to pay fines prior to withholding issuance of official written grade reports, diplomas and transcripts. If the student and the student's parent or guardian are unable to pay for damages or if it is determined by

the School in consultation with the student's parents that the student's interests would not be served if the parents were to pay for the damages, then the School may provide for a program of voluntary work for the student in lieu of the payment. A general breakage fee levied against all students in a class or school is not permitted.

### **Fee Refunds**

Student fees are non-refundable.

### **Budgeting and Spending Revenue Collected Through Fees**

The School will follow the general accounting standards described in Rule R277-113 for treatment of fee revenue.

Beginning with the 2020-2021 school year, the School will establish a spend plan for the revenue collected from each fee charged. The spend plan will (a) provide students, parents, and employees transparency by identifying a fee's funding uses; (b) identify the needs of the activity, course, or program for the fee being charged and include a list or description of the anticipated types of expenditures, for the current fiscal year or as carryover for use in a future fiscal year, funded by the fee charged.

The School will share revenue lost due to fee waivers across the LEA's campuses. Financial inequities or disproportional impact of fee waivers will not fall inequitably on any one campus. The School will establish a procedure to identify and address potential inequities due to the impact of the number of students who receive fee waivers at each campus.

### **School Fee Collections & Accounting Procedures**

It is the responsibility of the Lead Director to ensure that all student fees collected are in compliance with the Fee Schedule and applicable financial policies and procedures.

Fees must be received and deposited in a timely manner.

Money may only be collected by staff authorized by the Lead Director. Students may not collect fees.

Beginning in the 2020-21 school year, the School may not use revenue collected through fees to offset the cost of fee waivers by requiring students and families who do not qualify for fee waivers to pay an increased fee amount to cover the costs of students and families who qualify for fee waivers. However, the School may notify students and families that the students and families may voluntarily pay an increased fee amount or provide a donation to cover the costs of other students and families.

The School will distribute the impact of fee waivers across the School's campuses so that no individual campus carries a disproportionate share of the School's total fee waiver burden.

### **Fee Waiver Provisions**

To ensure that no student is denied the opportunity to participate in a class or activity that is provided, sponsored, or supported by the School because of an inability to pay a fee, the School provides fee waivers or other provisions in lieu of fee waivers. Fee waivers or other provisions in lieu of fee waivers will be available to any student whose parent is unable to pay a fee.

All fees are subject to waiver.

Non-waivable charges are not subject to waiver.

### **Fee Waiver Administration**

The Lead Director will administer this policy and will review and grant fee waiver requests. The process for obtaining waivers or pursuing alternatives will be administered in accordance with this policy, fairly, objectively, and without delay, and in a manner that avoids stigma, embarrassment, undue attention, and unreasonable burdens on students and parents.

The School will not treat a student receiving a fee waiver or provision in lieu of a fee waiver differently from other students. The process for obtaining waivers or pursuing alternatives will create no visible indicators that could lead to identification of fee waiver applicants.

The process for obtaining waivers or pursuing alternatives will comply with the privacy requirements of The Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 123g (FERPA). The School may not identify a student on fee waiver to students, staff members, or other persons who do not need to know. As a general rule, teachers and coaches do not need to know which students receive fee waivers. Students may not assist in the fee waiver approval process.

### **Fee Waiver Eligibility**

A student is eligible for a fee waiver if the School receives verification that:

- (a) In accordance with Utah Code § 53G-7-504(4), family income falls within levels established annually by the State Superintendent and published on the Utah State Board of Education website;

- (b) The student to whom the fee applies receives Supplemental Security Income (SSI). If a student receives SSI, the School may require a benefit verification letter from the Social Security Administration;
- (c) The family receives TANF funding. If a student's family receives TANF, the School may require a letter of decision covering the period for which the fee waiver is sought from the Utah Department of Workforce Services; or
- (d) The student is in foster care through the Division of Child and Family Services or is in state custody. If a student is in state custody or foster care, the School may rely on the youth in care required intake form or school enrollment letter provided by a caseworker from the Utah Division of Child and Family Services or the Utah Juvenile Justice Department.

The School will not maintain copies of any documentation provided to verify eligibility for a fee waiver.

The School will not subject a family to unreasonable demands for re-qualification.

The School may grant a fee waiver to a student, on a case by case basis, who does not qualify for a fee waiver under the foregoing provisions but who, because of extenuating circumstances, is not reasonably capable of paying the fee.

The School may charge a proportional share of a fee or a reduced fee if circumstances change for a student or family so that fee waiver eligibility no longer exists.

### **Fee Waiver Approval Process**

The Lead Director will inform patrons of the process for obtaining waivers and will provide a copy of the standard fee waiver application on the School's website and in registration materials each year.

The Lead Director will review fee waiver applications within five (5) school days of receipt. If the School denies a request for a fee waiver, the School will provide the decision to deny a waiver in writing and will provide notice of the procedure for appeal in the form approved by the Utah State Board of Education.

Any requirement that a student pay a fee will be suspended during any period in which the student's eligibility for a waiver is being determined or during the time a denial of waiver is being appealed.

The School will maintain documentation of fee waiver applications and decisions that is adequate to report the required information to the Utah State Board of Education.

### **Appeal Process**

Denial of eligibility for a waiver may be appealed in writing to the Campus Director or Lead Director within ten (10) school days of receiving notice of denial. The School shall

contact the parent within two (2) weeks after receiving the appeal and schedule a meeting with the Campus Director or Lead Director to discuss the parent's concerns. If, after meeting with the Campus Director or Lead Director, the waiver is still denied, the parent may appeal, in writing, within ten (10) school days of receiving notice of denial to the Board.

In order to protect privacy and confidentiality, the School will not retain information or documentation provided to verify eligibility for fee waivers.

### **Alternatives to Fees and Fee Waivers**

The School may allow a student to perform service or another approved task (as described in Utah Code § 53G-7-504(2)) in lieu of paying a fee or, in the case of an eligible student, in lieu receiving a fee waiver, but such alternatives may not be required. If the School allows an alternative to satisfy a fee requirement, the Campus Director or Lead Director will explore with the interested student and his or her parent/guardian the alternatives available for satisfying the fee requirement, and parents will be given the opportunity to review proposed alternatives to fees and fee waivers. However, if a student is eligible for a waiver, textbook fees must be waived, and no alternative in lieu of a fee waiver is permissible for such fees.

The School may allow a student to perform service in lieu of paying a fee or receiving a fee waiver if: (a) the School establishes a service policy or procedure that ensure that a service assignment is appropriate to the age, physical condition, and maturity of the student; (b) the School's service policy or procedure is consistent with state and federal laws, including Section 53G-7-504 regarding the waiver of fees and the federal Fair Labor Standards Act, 29 U.S.C. 201; (c) the service can be performed within a reasonable period of time; and (d) the service is at least equal to the minimum wage for each hour or service.

A student who performs service may not be treated differently than other students who pay a fee.

The service may not create an unreasonable burden for a student or parent and may not be of such a nature as to demean or stigmatize the student.

The School will transfer the student's service credit to another LEA upon request of the student.

The School may make an installment payment plan available for the payment of a fee. Such a payment plan may not be required in lieu of a fee waiver.

### **Annual Review, Approval, and Training**

The Board will review and approve this policy annually.

The School will develop a plan for at least annual training of School employees on fee-related policies specific to each employee's job functions.





Item	Qty	Description	Sell	Sell Total
	2 ea	1900.1154US Water Filtration Single Cartridge System, for any iVario, single Combi model, or XS or half-size Combi-Duos, includes: (1) single head with pressure gauge, R95H filter & filter installation kit	\$381.15	<Optional>
	2 ea	9999.2271 RCI RATIONAL Certified Installation, additional installation cost for a RATIONAL Water Filter System is available when purchased with Certified Installation of RATIONAL unit THIS ITEM IS NON-DISCOUNTABLE, USA ONLY (NET)	\$175.00	<Optional>
	2 ea	NOTE: The RATIONAL Water Filtration Systems helps provide consistent high quality water to your RATIONAL cooking systems. The patented carbon block technology reduces the effects of sediment, chloramines and chlorine while providing the required flow rates		<Optional>
	2 ea	56.01.535 Active Green Cleaner Tabs, for all iCombi Pro/Classic, 150 pieces/bucket (minimum order quantity- 2 ea, unless ordered with a unit)	\$108.57	\$217.14
	2 ea	56.00.562 Care Tabs, bucket of 150 packets for all iCombi Pro/Classic models and SelfCooking Center® units from 10/2008, with CareControl - Serial SG, SH or SI series (minimum order quantity: 2pcs, unless ordered with a unit)	\$98.64	\$197.28
	2 ea	60.31.087 Stand II Stationary Oven Stand, 26-3/8"H, (14) supporting rails, side panels and top closed, rear panel open, stainless steel construction, for 6- and 10-full size Classic/Pro	\$1,036.06	\$2,072.12
	10 ea	6010.2101 Gastronorm Grid Shelf, 2/1 size, 25-5/8" x 20-7/8", stainless steel		

RATIONAL School Promo Note :

FREE RATIONAL SCHOOL PROMOTION -  
OFFER MUST BE ON ORIGINAL PO WITH UNIT ORDER  
ORDERS MUST BE PLACED PRIOR TO DECEMBER 31,2023.

10 ea 6019.1150 CombiFry Basket, 1/1 GN, 12-3/4" x 20-7/8"

RATIONAL School Promo Note :

FREE RATIONAL SCHOOL PROMOTION -  
OFFER MUST BE ON ORIGINAL PO WITH UNIT ORDER  
ORDERS MUST BE PLACED PRIOR TO DECEMBER 31,2023.

**Extended Total: \$45,505.64**

2	1 ea	<b>HOT FOOD SERVING COUNTER / TABLE</b> Duke Manufacturing EP303SW Aerohot Steamtable Portable Hot Food Unit, 44-3/8"W, electric, (3) 12" x 20" sealed hot food wells with individual drains with valves, infinite controls, stainless steel top with 1/2" thick x 7" wide poly carving board (operator's side), stainless steel open base with undershelf, 5" casters, 6' cord & plug, cULus, UL EPH Classified	\$1,804.22	\$1,804.22
	1 ea	E303-208-1 208v/60/1-ph, 2250 watts, 10.8 amps, NEMA 6-20		



Item	Qty	Description	Sell	Sell Total
1 ea		442-3P-FX-CU Cutting Board, customer's side, 7"D, 1/2" white poly, 18ga stainless steel shelf, (2) fixed brackets, shelf mounted flush to counter top (No hinged brackets)	\$859.36	\$859.36
1 ea		937FL Buffet Shelf, stainless steel construction, with dual glass sneeze guards, with fluorescent lights & plastic shields, 44-3/8"W x 10-1/2"D x 20"H, 1/4" acrylic end guards, cULus, UL EPH Classified	\$2,050.29	\$2,050.29
<b>Extended Total:</b>				<b>\$4,713.87</b>
Total				\$50,219.51

All pricing is good for 30 days from quoted date. Bargreen Ellingson SLC reserves the right to refuse any orders where prices have increased within that 30 day window, due to market conditions. We do our best to ensure accurate pricing at time of quote, but cannot rely on manufacturers to honor those prices at this time. We appreciate your understanding.

**CUSTOMER COMMITMENT:** In foodservice, things don't always go as planned. When those things happen, Bargreen Ellingson is committed to make it right. Our staff is given the power to resolve your issue. If they cannot, or if you are not completely satisfied, we encourage you to call our President, David Ellingson, at (253) 234-1400. Thank you for the opportunity to serve you!

**ENGAGEMENT CLIENT:** En restauration, les choses ne se passent pas toujours comme prévu. Lorsque ces choses se produisent, Bargreen Ellingson s'engage à y remédier. Notre personnel a le pouvoir de résoudre votre problème. S'ils ne peuvent pas, ou si vous n'êtes pas entièrement satisfait, nous vous encourageons à appeler notre président, David Ellingson, au (253) 234-1400. Merci pour l'opportunité de vous servir!

Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Project Grand Total: \$50,219.51

# SY22-23 LEA-S(pecific) Requests

Effective 8/2021, the following are NOT allowed for LEA-S: Audiologist, Deaf E

LEA (District or Charter) Name	Date LEA's Board Met	CACTUS ID	Last Name	First Name	Years Approved (1, 2, 3)	Is this a RENEWAL Request from SY22- 23? (Y/N)	License Area 1	Endorsement 1
<b>Granite SD</b>	<b>1/5/21</b>	<b>999999</b>	<b>Example</b>	<b>Educator</b>	<b>3</b>	<b>N</b>	<b>Secondary</b>	<b>Math Level 3</b>
Ascent Academies of Utah		98952	Buchanan	Rachel			Elementary	
Ascent Academies of Utah		764028	Dibas	Madison			Elementary	
Ascent Academies of Utah		656353	Johnson	Johnny (Chelsea)				Social Studies Cor
Ascent Academies of Utah		761875	Lee (Greenfield)	Anna			Elementary	
Ascent Academies of Utah		717038	Smedley	Breanne			Elementary	
Ascent Academies of Utah		772323	Swanson	Natalie				Theatre (K-12)
Ascent Academies of Utah		715078	Hanson	Peter				Computer Science
Ascent Academies of Utah		193537	Jones	Rebecca			Elementary	
Ascent Academies of Utah		711864	Miller	Mariel		Y	Secondary	Spanish
Ascent Academies of Utah		794662	Rincon Jensen	Parker			Secondary	Science Core
Ascent Academies of Utah		791736	Swallow	Carli			Elementary	
Ascent Academies of Utah		555351	Thomas	Sherika				Language Arts
Ascent Academies of Utah		794039	Carbajal	Hanna			Elementary	
Ascent Academies of Utah		793793	Ryan	JoDee			Elementary	
Ascent Academies of Utah		710198	Zahajko	Ami				Music (K-12)
Ascent Academies of Utah		720253	Lawry	Aspen			Elementary	
Ascent Academies of Utah		723043	Morris	Jason		Y		Biology 2

Ascent Academies of Utah	786003	Sandberg	Jeremiah	Elementary	
Ascent Academies of Utah	789658	Armonda	Madison	Elementary	
Ascent Academies of Utah	786561	Boulay	Chloe		Visual Art (K-12)
Ascent Academies of Utah	792238	Villa Lopez	Noemi	Elementary	
Ascent Academies of Utah	791611	Bruell Reinholc	Erica	Elementary	
Ascent Academies of Utah	23763	Glathar	Wade	School Leadership	

Education, Preschool Special Ed., School Psychologist, School Social Worker, Special Ed (K-12), Speech Language Pathologist, Speech Language Therapist

Endorsement 2	Endorsement 3	Rational/Motions	Is Educator's Assignment in CACTUS? (Y/N)	Has LEA Specific tab in CACTUS been completed? (Y/N)	Does Educator Have a current BACKGROUND check? (Y/N)	Does Educator Have a current ETHICS check? (Y/N)
<b>Chemistry</b>		<b><i>Educator is enrolling in EPP Fall 2021</i></b>	<b>Y</b>	<b>Y</b>	<b>Y</b>	<b>Y</b>
		Working on renewal requirements	Y		Y	Y
		Completing university program at USU	Y		Y	Y
opposite		Needs APPEL for endorsement	Y		Y	Y
		Licensed out of state (Texas) and needs APPEL to license here in UT, working towards Associate - Is taking Praxis in September will Apply for Associate after she passes	Y		Y	Y
		Her file is in review with the State right now and she should have her professional license shortly.	Y		Y	Y
Level 2		Needs APPEL for endorsement	Y		Y	Y
		working on endorsement requirements	Y		Y	Y
		renewing expired teaching license	Y		Y	Y
		Native speaker - 1 period every other day-- was on eminence	Y		Y	Y
Biology 2		Filling in for the year - leaving	Y		Y	Y
		working toward APPEL	Y		Y	Y
Family & Consumer Sciences Essential		taken praxis, micro-credential--enrolling to take	Y		Y	Y
		completing a program at WGU	Y		Y	Y
		completing a program at WGU	Y		Y	Y
		working toward APPEL	Y		Y	Y
		in a university program - U of U - will graduate in Dec with license	Y		Y	Y
		licensed expired, waiting for USBE to process renewal	Y		Y	Y

in a university program at WGU	Y		Y	Y
working toward APPEL	Y		Y	Y
working on AEL	Y		Y	Y
in a university program - U of U - will				
graduate in Feb with license	Y		Y	Y
working on out of state process	Y		Y	Y
Wade supervises employees who are working	Y		Y	Y

## Ascent Academies of Utah 2024-2025 Fee Schedule

<b>FEES FOR OPTIONAL ACTIVITIES, PROGRAMS, AND SPORTS (for participating students in grades identified below)</b>		
<b>Fee Description</b>	<b>Expenditures Funded by Fee (Spend Plan)</b>	<b>Total Fee</b>
Basketball (grades 6-9)	Referee fees and fees for school to participate in Utah Charter & Small Schools Athletic League	\$75
Volleyball (grades 6-9)	Referee fees and fees for school to participate in Utah Charter & Small Schools Athletic League	\$50
Soccer (grades 6-9)	Referee fees and fees for school to participate in Utah Charter & Small Schools Athletic League	\$50
Archery (grades 4-9)	Costs to participate at local and state competitions and stipend for coach	\$50
Mountain Biking (grades 7-9)	Costs to participate at local and state competitions and stipend for coach	\$50
Cross Country (grades 6-9)	Referee fees and fees for school to participate in Utah Charter & Small Schools Athletic League	\$25
Ultimate Frisbee (grades 6-9)	Referee fees and fees for school to participate in Utah Charter & Small Schools Athletic League	\$25
School Play/Musical (grades K-9) (up to three per year)	Costs for rights to perform the play/musical, props, and costumes	\$50 per play
End-of-Year Trip (grade 9)	Travel costs (air and ground transportation as well as cruise ship fees, as applicable), hotel accommodations, and costs for day activities (such as amusement parks, etc.)	\$750
Esports (grades 7-9)	Costs to participate at local and state competitions, stipend for coach, and equipment	\$60
Cheer (grades 7-9)	Costs to cover materials and advisors	\$60
After school clubs (grades K-9)	Costs to cover materials and club advisors	\$15 per club

Per Utah Administrative Code Rule R277-407-6, Ascent Academies of Utah is required to publish the per student annual maximum fee amounts described below:

**Per Student (Grade 9) Annual Maximum Fee Amount For School Year: \$1,200**

This amount reflects the total student fees any student in grade 9 would be required to pay if the student participated in all activities, programs, and sports provided, sponsored, or supported by the School for students in grade 9 for the year.

**Per Student (Grades 6-8) Annual Maximum Fee Amount For School Year: \$450**

This amount reflects the total student fees any student in grades 6-8 would be required to pay if the student participated in all activities, programs, and sports provided, sponsored, or supported by the School for students in grades 6-8 for the year.

**Per Student (Grades K-5) Annual Maximum Fee Amount For School Year: \$200**

This amount reflects the total student fees any student in grades K-5 would be required to pay if the student participated in all activities, programs, and sports provided, sponsored, or supported by the School for students in grades K-5 for the year.

**Notice to Parents:** Your student may be eligible to have one or more of their fees waived. For information on fees and fee waivers, please contact an administrator at the School and/or review the school fees materials provided in your registration packets (School Fees Posters and Notices, Fee Waiver Policy, Fee Waiver Applications, Fee Waiver Decision and Appeal Form, etc.). If you file a fee waiver request with the School and the request is denied, you may appeal the School's decision.



# Ascent Academies of Utah Board of Directors Meeting

**Date:** October 24, 2023

**Time:** 9:00AM

**Anchor Location:** 290 N. Flint Street; Kaysville, UT 84037



*Ascent Academies of Utah's network of schools utilizes the Schoolwide Enrichment Model to build a strong educational foundation and to provide an enriching, individualized and varied educational experience to all students.*

## AGENDA

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### CALL TO ORDER

### PUBLIC COMMENT

- 2024/2025 Fee Schedule and Fee Waiver Policy

### CONSENT ITEMS

- September 26, 2023 Board Meeting Minutes

### VOTING ITEMS

- Special Education Policies and Procedures Manual
- Altria Settlement Offer
- LEA Specific Licenses
- Board Member Terms and Elected Offices
- Kitchen Equipment Purchase
- Policies to Amend:
  - Bullying and Hazing Policy
  - Student Conduct and Discipline Policy
  - Attendance Policy
  - Selection and Purchase of Instructional Materials Policy

**CLOSED SESSION-** to discuss the character, professional competence, or physical or mental health of an individual pursuant to Utah Code 52-4-205(I)(a) and to discuss the purchase, exchange, or lease of real property pursuant to Utah Code 52-4-205(I)(d).

### ADJOURN

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call 801-444-9378 to make appropriate arrangements. One or more board members may participate electronically or telephonically pursuant to UCA 52-4-207.

# Ascent Academies of Utah Board of Directors Meeting



**Date:** September 26, 2023

**Anchor Location:** 290 N. Flint Street; Kaysville, UT 84037

This meeting of the board of directors was held electronically.

**In Attendance:** Jim Horton, Mike Greenhalgh, Tyler Schvaneveldt,

**Others in Attendance:** Wade Glathar, Erin Winterton, Brandon Fairbanks, Krystal Taylor,  
Hannah Dorius

**Excused:** Mike Ostermiller, Stuart Adams

## MINUTES

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### CALL TO ORDER

9:34 AM Mike Ostermiller called the meeting to order.

### CONSENT ITEMS

- July 31, 2023, Board Meeting Minutes

*Jim Horton made a motion to approve the July 31, 2023, Board Meeting Minutes. Tyler Schvaneveldt seconded the motion. The motion passed unanimously. Votes were as follows: Jim Horton, Aye; Mike Greenhalgh, Aye; Tyler Schvaneveldt, Aye.*

### VOTING ITEMS

- Adams Interior Invoice

The board discussed the need to approve the Adams Interior Invoice.

*Jim Horton made a motion to approve the Adams Interior Invoice for up to \$60,000. Tyler Schvaneveldt seconded the motion. The motion passed unanimously. Votes were as follows: Jim Horton, Aye; Mike Greenhalgh, Aye; Tyler Schvaneveldt, Aye.*

### ADJOURN

*At 9:36AM Jim Horton made a motion to adjourn. Motion passed. Votes were as follows: Jim Horton, Aye; Mike Greenhalgh, Aye; Tyler Schvaneveldt, Aye.*