



Application submitted November 1, 2023

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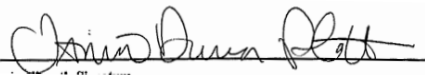
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Required Information

1. Name of Proposed Charter School: ThrivePoint Academy of Utah (TPAU)
2. Name of Applicant: Shannon Smith
3. Authorized Agent: ShannonSmith
4. Mailing Address: 1181 S. 900 E. Salt Lake City, UT 84105
5. Phone Number: (760)666-0329
6. Email Address: Tim.Smith@learningmatters.org
7. New School Location and Location’s School District(s): The school will be located in the northwest of Jordan School District in West Jordan, UT along the 7800 S. corridor between Redwood Road and 3000 W; or in the southwest quadrant of Jordan School District in Riverton/Herriman, UT along 12600 So. Between Redwood Road and Mountain View Corridor. The school will locate in an accessible shopping plaza near public transit routes.
8. Date & To Whom Submitted at the District Office: Submitted to Marie Steffensen, November 1, 2023

TPAU will be organized as a 501c3 non-profit corporation governed by a board of directors. The board will be accountable to state and federal authorities for the legal and compliant operation of the corporation/school, for performing its fiduciary duty, for policy decisions of the school, and for all other purposes outlined at the authorization of the charter school or explicit in the charter agreement. The board will also hire Learning Matters Education Group (LMEG) as the school’s management company in order to achieve the mission and vision of the school by replicating the proprietary and successful model and curriculum for non-traditional/alternative schools implemented at ThrivePoint Arizona.

Name	Position	Area of Expertise	Any and All Charter Affiliations
Shannon Smith	Chair, President	Education, Non-Profit Corporations	Learning Matters Education Group Charters
Signature: <i>Shannon Creamer Smith</i>			
Jodie Radford	Vice Chair	Education	Learning Matters Education Group Charters
Signature: <i>Jodie Radford</i>			
Stephanie Christensen	Secretary	Special Education, Utah Education Policy	N/A
Signature: <i>Stephanie Christensen</i>			

Alan Anderson	Member	Business, Government Management, Charter School Finance	Navigator Pointe Academy
Signature: 			
Jamie Plott	Treasurer	Salt Lake County Community Member, Parent Advocate for Diverse Students	N/A
Signature: 			

Enrollment

ThrivePoint Academy Utah will open in the 2025-26 school year with a projection of 400 students in seventh through twelfth grade with an increase of 150 students per year through the 2027-28 school year.

Grades Served: The school will serve grades 7 through 12. The school grades served match the resident district grade configuration. Jordan School District serves grades 7 through 9 in middle school and grades 10 through 12 in high school. Therefore, a school serving grades 7 through 12 aligns with Jordan School District’s middle through high school grade configuration.

		Grades and Specific Number of Students Served by Grade												Max Enrolled
Year 1	K	1	2	3	4	5	6	7	8	9	10	11	12	
SY 2025-26								50	50	75	75	75	75	400
Year 2	K	1	2	3	4	5	6	7	8	9	10	11	12	
SY 2026-27								65	65	95	95	95	95	510
Year 3	K	1	2	3	4	5	6	7	8	9	10	11	12	
SY 2027-28								80	80	115	115	115	115	620

Waivers

9. This proposal is **NOT** seeking special treatment under [UCA §53G-5-301](#)

10. This proposal is **NOT** seeking priority consideration under [UCA §53G-6-504](#)
11. This proposal seeks **alternative/non-traditional school designation** as defined by the NAEA:

Alternative education serves students who require or thrive in an environment other than a traditional educational setting. This population of learners may face challenges in school, home, and/or community. Their ability to receive services in a traditional academic setting may increase vulnerability to school failure. Alternative education strives to deliver equitable access to innovative approaches to teaching and learning which provide students the opportunity to meet graduation requirements, prepare for post-secondary experiences and participate as productive members of their communities.¹

Signatures

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

¹ The National Alternative Education Association adopted this definition of alternative/non-traditional education in its Position Statement on Graduation Rates, as approved by its board of directors on January 11, 2023.

Section 1: Executive Summary

Mission:

ThrivePoint Academy of Utah provides engaging, mastery-based learning in a flex-blended education model that ensures non-traditional students obtain college and career readiness through personalized and safe educational settings, mentorships, and workforce partnerships.

Vision:

To provide support to Utah students through three pillars of success: Action, Specialized Support, and Engagement in order to become the preferred choice in personalized learning for at-risk secondary students living in underserved communities.

ThrivePoint Academy Board of Directors includes individuals with expert knowledge and diverse experience in K-12 traditional and charter school education including curriculum and instruction, business and financial management, special education, and parental and community partnerships. ThrivePoint Academy's president specifically has over twenty years of experience in establishing and growing public charter schools focused on providing quality education and expanding school choice for all students and families. While each board member has extensive experience and a unique skill set, all share the belief that every child given the support of quality educators and a caring community can have a positive educational experience and be equipped with the knowledge and skills to achieve their personal ambitions and have a positive impact on society.

Collectively, ThrivePoint Academy Board of Directors believe ThrivePoint Academy is a necessary and viable organization that can provide a quality educational experience for Utah students. Each board member is committed to grow as individuals by continuing to learn and stay informed of educational changes and progress through partnerships with USCB, Utah Association of Public Charter Schools (UAPCS), and Utah Charter Network (UCN). Each is willing to serve on committees and participate in the community in which they serve. The Board of Directors understand the importance of their role and in the oversight and operation of ThrivePoint Academy.

ThrivePoint Academy closely aligns to the Utah State Charter School Board's mission and vision to advance quality choice, innovation, and student success by providing every student access to an excellent education that meets their unique needs. We share a vision to support a personalized learning environment for all students that focuses on their present circumstances and provides the means to connect their educational needs to their post high school goals. Students will have the opportunity to attend in person or online based on individual needs. All students will be provided highly qualified teachers, student success coaches, counselors, and tutoring services with robust curriculum, research based instructional practices, educational technology, and community partnerships. Students will explore personal interests and career opportunities while completing core coursework that demonstrates their competencies within the Utah State Standards. ThrivePoint Academy has and will continue to build relationships and receive guidance from the Utah State Charter

School Board in order to provide the best education for our students.

A Necessary Alternative Option for Students

ThrivePoint Academy is a necessary alternative educational option that currently does not exist in Utah. ThrivePoint is able to provide a blended, flexible learning environment with a built-in support system. Each student's schedule of instruction, educational settings, and steps toward graduation and post-secondary plans is personalized upon enrollment and reflected upon regularly for progress monitoring. Student Success coaches are provided as mentors to encourage and assist students in achieving educational and life goals. Mastery-based learning, credit recovery and workforce partnerships will bridge gaps for at-risk and underserved students.

Location and Projected Enrollment

ThrivePoint seeks to establish a location within the Jordan School District which has experienced a major growth in population impacting class size, staffing, and student opportunities (See [Growth-JDS-Near School Location](#)). The school will most likely be located in West Jordan, UT near 9000 S. and Redwood Road, an area with easy access to public transportation. The location will enhance options for non-traditional students within Jordan School District. ThrivePoint Academy projects to serve approximately 500 students grade 7-12.

Conclusion

ThrivePoint's mission and vision, aligned with those of the Utah State Charter School Board, will provide a unique option for non-traditional and at-risk students in Utah. Because the state does not currently have a flex-blended model that targets non-traditional or alternative students, ThrivePoint will also provide an enhancement to the SCSB's portfolio. ThrivePoint's Board of Directors has the capacity to establish and govern the school given the board's collective experience in education, charter school management, and student advocacy. Given the success of this model for alternative students in ThrivePoint Arizona, ThrivePoint Academy of Utah promises successful, educational outcomes for non-traditional and at-risk students (See [ThrivePoint Arizona-Evidence of Success](#) and [Calibre Arizona-Evidence of Success](#) and [Taylion California-Evidence of Success](#)).

Section 2: Charter Agreement: Exhibit A: School Specific Elements

ThrivePoint Academy Utah Key Elements

Flex Blended Learning Model

TPAU will educate in a flex-blended learning model where students can attend convenient in-person morning, afternoon, and evening sessions throughout the week along with options to work online at the school or to access digital curriculum from another location. The model allows students to connect with peers, teachers, and Student Success Coaches both in-person and virtually, and to access both offline and online resources throughout each Learning Period.

Sample Sessions

Schedule	Days	Time
Morning A	M/W	7:30 – 9:30
Morning B	T/TH	9:45 – 11:45
<i>Staff Lunch (30 Minutes)</i>		
Afternoon A	M/W	12:15 – 2:15
Afternoon B	T/TH	2:30 – 4:30
Evening A	M/W	4:45 – 6:45
Evening B	T/TH	7:00 – 9:00
<i>*Open Lab offered every Friday for all students, 8 am – 8:30 pm</i>		

Personalized Learning

Students at TPAU will work individually with Student Success Coaches and teachers to create Personalized Learning Plans designed to meet their unique needs, academic goals, and college and career readiness. Success Coaches and students will consider learning styles, deficits, areas of competence, preferences, interests, and personal circumstances in creating individual plans. Students will work toward accomplishing short and long-term academic and personal goals that build skills, confidence, and autonomy.

Student Success Coaches

Student Success Coaches at TPAU act as the primary layer of the Caring Adult Team at the school and as mentors in teaching students problem-solving, interpersonal communication, critical thinking, and relationship-building. Success Coaches provide individualized attention and targeted interventions to increase student engagement and opportunities for success. Success Coaches also provide the social and emotional connection that all students need to develop resilience and become self-directed learners.

Mastery-Based Learning

TPAU's Mastery-Based Learning in online, remote, and in-person settings will transform the learning paradigm away from a uniform pacing and pedagogy toward individualized pacing and pedagogical interventions. Such personalized learning enables all students to

master content and competencies before moving on to new challenges. Mastery-Based Learning ensures that students have acquired the necessary skill and understanding before moving to more complex material. Students find this approach to learning both engaging and supportive, and its methods engender confidence and resilience.

Small Class Size and Accessible Learning Environments

TPAU's physical campus will be located along public transit routes in commercial locations so that students and families have easy access to flexible, on-site learning sessions. This physical location will maintain small learning cohorts that allow Student Success Coaches and teachers to get to know students well. Remote teachers and students will maintain small learning cohorts, or individualized one-on-one learning, both of which allow for the cultivation of an inviting and supportive educational environment.

Community Partnerships

TPAU will connect with educational and community partners to help students develop and accomplish their academic and personal goals. TPAU has met with several college, university, workforce and apprenticeship representatives during the application process and intends to establish partnerships to enable students to participate in workforce opportunities and to earn college credit through concurrent enrollment and/or early college. TPAU has several Memorandums of Understanding signed or drafted with these organizations. (See [ThrivePoint MOUs](#)) The school will also join with local, district, and county-based partners that offer physical health services, counseling services, resources for homeless and foster youth, donations for families, and community agencies and businesses that provide opportunities for internships and workforce transitions.

Since ThrivePoint Academy's charter proposal approval, TPAU has connected with state and local legislators, colleges and universities, business owners, charter associations, state workforce organizations, and community members to share the mission and vision of ThrivePoint and to establish relationships that will directly benefit ThrivePoint students. TPAU has met with representatives of the Utah Department of Workforce Services, Talent Ready Utah, SLCC, UVU, Mountainland Tech and CTE representatives to discuss opportunities such as dual and concurrent enrollment, apprenticeships, stacked credentialing and certifications (See [summary of meetings](#)). Additionally, TPAU obtained several letters from stakeholders supporting the opportunities ThrivePoint has to offer Utah students (See ThrivePoint's [Letters of Support](#)).

Family Connections/Family Engagement

TPAU understands that supporting students' learning and achievement is a shared responsibility between the school and parents. Staff members will strive to create strong relationships between home and school by making the family-community-school relationship a partnership among equals, by building on shared values that families bring to the educational setting, and by building strong partnerships with parents through two-way communication about expectations and progress. The school will also cultivate students' resilience, emotional well-being, and social skills by engaging families in practical ways to reinforce social and emotional skills at home. Through partnerships with community-based organizations such as businesses, religious organizations, colleges, libraries, and social

agencies, the school will also be able to offer programs that develop students' social and emotional skills and strengthen the school's connection to students, families, and neighborhoods.

ThrivePoint Learning, Educational and Mission Specific Goals

Learner Validated Attendance and Competency-Based Learning

ThrivePoint's model validates student learning with online or offline assignments, submissions, presentations, performances, projects, portfolios, demonstrated competency assessments, explicit self-reflection, computer-simulated tasks, social-emotional learning tools, communication, and other evidence that validates student learning, participation, and engagement.

ThrivePoint's model also reflects the USBE's definition of non-traditional education programs that include learner-validated, distance, online, blended, and competency-based programs. These alternative programs provide students with access to high-quality instruction, personalized learning, and health and wellness practices, while offering alternate measures of student membership and participation. In lieu of attendance or student time requirements, Utah recognizes that alternative schools should value competencies over seat-time and personalized learning pathways. In alignment with Utah's values, ThrivePoint's model provides alternative learning opportunities and services designed to support students toward graduation and success in their post-graduation pathways.

Professional Learning Opportunities

School leadership, teachers, student success coaches, and support staff will actively participate in professional learning opportunities that grow experience in teaching and learning, as well as subject matter competencies. Staff will be expected to engage in professional learning communities with a focus on student data, professional development, reflective practice, and refinement of curriculum. The school's professional learning communities will embrace the philosophy reflected in John Hattie's research which found that the collective belief of teachers that they have the expertise to be able to impact student learning has the highest effect size on improving outcomes in student learning (2018). As educators commit to the practice of professional learning communities in our unique learning environment, the school will strengthen educators' abilities to best serve non-traditional students. Educators will also be expected to participate in internal professional development alongside external local, state and national opportunities in order to grow knowledge and skills specific to flexible learning environments and to build partnerships with groups serving students in alternative, innovative environments.

Preparing Student for Life After School: Pursuing Next Big Steps

ThrivePoint Academy integrates a life coaching component where students complete coursework in personal and academic exploration. Upon enrollment, TPAU students work with their student success coaches, teachers, and the school counselor to develop their Student Success Plan (SSP). The SSP is designed to provide the support that ensures students have a clear path to high school graduation and toward their next steps after graduation. Each student's SSP includes required courses, electives, and post-secondary

goals. In addition to ensuring that students earn credits toward graduation, TPAU provides students with access to courses aligned with their interests/goals.. TPAU will use a variety of resources and activities, alongside its ThrivePoint Vibe curriculum, including: personal exploration and reflection to formulate goal setting; physical and mental wellness; personality assessments to find strengths and preferences; and educational and career planning through exposure to post high school college and educational opportunities, apprenticeships and dual enrollment, workforce development programs, military careers, and entrepreneurship opportunities.

As ThrivePoint grows, TPAU plans to employ a workforce and community partnership coordinator to connect students to local community programs, colleges, and workforce and business partners. Students will have the opportunity to participate in field trips, and guest speakers will be invited to speak and interact with our students to share their experiences and connect students to community organizations. As part of their Student Success Plan, students will build a portfolio reflecting their workforce and community experiences. The SSP and portfolio will be regularly reviewed by students' success coaches and counselors and will be used as a foundation for student resumes.

Student Achievement

One key element of alternative education is to provide an environment where students succeed. Earning a diploma is evidence of that success. At ThrivePoint, high school students are assigned two courses each six week learning period. This structure and pacing allows students to focus on completion of courses toward the goal of graduation. By using a mastery-based approach, students can complete courses as soon as they have demonstrated competency. Students who are able to complete at least one course per learning period will earn the credits required for graduation. ThrivePoint's goal is to accomplish at least an 80% graduation rate.

Student Academic Gain

Although ThrivePoint aims at students achieving grade-level proficiency, the school emphasizes continual, individual growth. Many non-traditional students will enroll in the school with credit deficiencies and the need for remediation. The academic goals that effectively prepare alternative students for careers or college measure whether students are on-track for graduation and meeting targeted growth goals. Upon enrollment, students will be given a reading and math assessment to determine a baseline score. With that score, a growth goal is calculated to monitor progress. The student will repeat those assessments at the middle and end of track with the explicit goal of meeting individualized growth goals by the end of their track.

Measure	Metric	Targets			
		Exceeds	Meets	Does Not Meet	Falls Far Below
Mission Specific Learner Validated Attendance	Synchronous and asynchronous communication with the school including: single point in time check ins; multiple point in time check ins; required chat interactions; records of students accessing course material; monitoring students completion of work; and evidence of mastery.	Students check-in daily, access course material daily, and demonstrate evidence of mastery of assigned work daily.	Students check-in multiple times weekly, access course material multiple times weekly, and demonstrate evidence of mastery of assigned work multiple times weekly.	Students check-in once weekly, access course material twice weekly, and demonstrate evidence of mastery of assigned work twice weekly.	Students check in weekly, access course material weekly, and demonstrate evidence of mastery of assigned work weekly.
Mission Specific Effective Teaching and Learning in an Alternative Setting	Leadership and staff will actively participate in monthly meetings with a focus on teaching and learning practices that support the mission and vision as measured by agendas, participation, and feedback surveys.	Leadership provides 10 teaching and learning based agendas with 90-100% attendance.	Leadership provides 10 teaching and learning based agendas with 80-90% attendance.	Leadership conduct less than 10 monthly meetings/or attendance is below 80%	Leadership conduct less than 8 monthly meetings and/or attendance is below 60%
Mission Specific Student Preparation for Next Big Steps	Student Success Coaches will review personal learning plans and student portfolios each learning period as measured by teacher logs.	N/A	Teacher logs demonstrate that Student Success Coaches have reviewed 100% of students' personal learning plans and portfolios	Teacher logs demonstrate that Student Success Coaches have reviewed 75% of students' personal learning plans and portfolios each learning	Teacher logs demonstrate that Student Success Coaches have reviewed 50% of students' personal learning plans and

			each learning period.	period.	portfolios each learning period.
Student Achievement	Students will earn at least one (1) credit during each six-week Learning Period in order to remain on track to graduate.	85-100% graduation rate	75-84% graduation rate	50-74% graduation rate	50% or below graduation rate
Student Academic Gain	Students will meet their individualized targeted growth percentile in reading and math based on their Star Renaissance Reading Assessment or an equivalent assessment from the beginning to the end of the school year.	60% or more students meet their targeted growth goals.	50-59% students meet their targeted growth goals.	25-49% students meet their targeted growth goals.	0-25% students meet their targeted growth goals.

Admission Policies

ThrivePoint Academy will enroll students in accordance with 53G-6-502.

- Open enrollment will begin January 2, 2025 and will close at full capacity.
- Once enrollment is at full capacity a wait list will be created.
- Until enrollment reaches capacity, the school will admit students who indicate an intent to enroll and ask families to complete registration requirements.
- If the school has more students on the waitlist than spaces in any grade during the enrollment period from January through October 1st, regular lotteries will be held to determine which students from the waitlist will be invited to enroll.
- Students selected from the lottery will be notified and will have one week to complete an intent to enroll form and/or registration materials. Enrollment spots will open if confirmation is not received.
- Students who are not accepted in the lottery will be placed on a waitlist in order of the date on which they applied during open enrollment and in order of preferences allowed by law.

Preferred Enrollment Policy

ThrivePoint Academy will allow preferential enrollment, according to Utah legislation

53G-6-502, to certain student populations, in accordance with state and federal law to:

- (1) a child or grandchild of an individual who has actively participated in the development of the charter school;
- (2) a child or grandchild of a member of the charter school governing board;
- (3) a sibling of an individual who was previously or is presently enrolled in the charter school;
- (4) a child of an employee of the charter school;
- (5) a student articulating between charter schools offering similar programs that are governed by the same charter school governing board;
- (6) a student articulating from one charter school to another pursuant to an articulation agreement between the charter schools that is approved by the State Charter School Board;
- (7) a student who resides within up to a two-mile radius of the charter school and whose school of residence is at capacity;
- (8) a child of a military service member as defined in Section 53B-8-102.

Section 3: Program of Instruction

3a. Method of Instruction

ThrivePoint Academy of Utah utilizes a personalized and mastery-based approach to learning through a blended education model. This allows for flexible pacing and schedules tailored to each student's unique needs and learning styles.

The blended learning model combines online learning through the Schools PLP platform with in-person instruction and support twice per week. Schools PLP provides engaging curriculum aligned to Utah State Standards across core subjects, electives, CTE pathways, and college-prep courses. Students have the flexibility to progress through material at their own pace and focus on mastering concepts before advancing.

Instruction is facilitated by certified teachers who employ a range of modalities including whole group, small group, 1-on-1, online modules, hands-on projects, and more. Teachers group students based on skill level, interests, and learning needs rather than traditional grade levels. Formative assessments inform differentiated instruction to target each student's strengths and areas for growth.

Assigned Student Success Coaches serve as mentors and guides for each student. Coaches build supportive relationships, empower students to take ownership of their education, provide guidance on goal-setting and reflection, and help motivate students to persist and achieve their learning targets.

For students needing remediation, the Exact Path program is utilized to diagnose skill gaps and assign personalized learning paths to help close gaps and recover credits. Students have opportunities to earn elective credits for skills progression through their Individualized Learning Plans.

The ThrivePoint Vibe course helps re-engage students through social-emotional skill building and career/education planning. It sets students up for success as they transition into the flexible environment. Additional proprietary "mini-lessons" in math, ELA, and SEL are delivered by Coaches to supplement online coursework.

Partnerships for concurrent enrollment and CTE certifications provide accelerated learning options. The mastery-based approach ensures students reach competency before advancing, with continual opportunities for improvement. For students that excel, early college credit and industry certifications provide enrichment.

This personalized and blended model allows ThrivePoint Academy to meet the needs of a diverse student population, ensuring all students, including those with learning disabilities, English learners, and unique learning profiles, to receive the differentiated support needed to reach their potential.

Personal Learning Approach

ThrivePoint uses a personalized learning approach to education that transforms the

traditional education model of standardized, one-size-fits-all schooling. This methodology recognizes that each student has unique interests, motivations, strengths, weaknesses, and learning profiles. Thus, it aims to customize education to meet individual needs.

In contrast to the rigid, teacher-driven instruction students typically receive, personalized learning provides students with more autonomy over the learning process. Students are empowered to have a voice in their education, playing an active role in key decisions. This fosters greater engagement, motivation and ownership.

Teachers transition from primarily lecturing to mentoring. They provide guidance and instruction differentiated to each learner, scaffolding activities and supporting students as they take risks and overcome challenges. The focus shifts to nurturing the whole child and developing lifelong skills.

Flexible pacing enables students to progress through content and demonstrate mastery at their optimal speed. Students must meet prescribed timelines but are free to advance at any point when goals are met. Students feel less pressured and more encouraged to reach their potential.

Personalized learning integrates diverse learning activities tailored to student's interests and preferences, from collaborative projects for social learners to independent study for self-driven learners. Educational experiences are no longer standardized.

For students who felt left behind in traditional schooling, personalized learning brings new hope and pathways to success. By receiving differentiated support guided by their needs, they can unlock potential left unrealized within traditional, educational models. Because personalized learning is tailored to each student's needs and abilities, students have improved engagement, motivation, and learning outcomes.

In summary, personalized learning transforms education by making it responsive to students' individual needs. It empowers students to have a voice and choice in their learning as they are able to control the pacing, the order and number of courses in learning periods, and the nature and level of support they receive. In collaboration with success coaches, mentors, and teachers, students become self-directed actors in their learning pathways. The model of personalized delivery of education offers a renewed opportunity for all students to succeed.

Key Characteristics of ThrivePoints Approach to Personalized Learning²:

1. Individualization: Individualization is central to ThrivePoint Academy's educational philosophy. Teaching techniques, resources, content, and pacing are adapted to align with each student's unique learning style, strengths, weaknesses, motivations, and interests. Upon enrollment, students complete proprietary surveys and diagnostics to determine their learning profile. This data powers individualization from day one rather than reactively addressing concerns later. ThrivePoint teachers receive robust insights from these surveys to tailor their instructional methods and content. By proactively designing education around the individual rather than the cohort, personal needs are

² Summarized from Zinveliu [Five Key Elements](#); Bray and McClasky, [The 7 Elements of Learner Agency](#)

made foundational. This starkly contrasts with the traditional model where differentiation is often haphazardly applied as a response to struggles. ThrivePoint builds individualization into the framework and makes responsiveness core to a student's education rather than an afterthought. Starting with each student's needs and goals, teachers work collaboratively with students to nurture their path to mastery and achievement. ThrivePoint believes understanding the whole child is the key to unlocking students' potential.

2. **Flexible Pacing:** ThrivePoint Academy embraces flexible pacing that allows students to advance through content and demonstrate mastery at their optimal speed. Students' progress through online learning modules at their own pace, moving on as soon as competency is proven rather than waiting for the whole class. This fluid model contrasts the rigid lockstep approach where all students move in sync regardless of individual needs. Advanced students can accelerate into higher-level coursework without being held back. Teachers provide targeted tutoring to struggling students until concepts are grasped, without letting students fall irretrievably behind. ThrivePoint believes that learning cannot adhere to prescribed timelines. Mastery happens at different rates for each student. Flexible pacing enables true personalization where progression is tailored to the individual rather than the cohort. By lifting restrictive time requirements, ThrivePoint empowers students to optimize their advancement. Pacing becomes variable rather than fixed. Students feel less pressured and more motivated to reach their potential without top-down time constraints.
3. **Varied Modalities:** ThrivePoint Academy leverages varied learning modalities to cater to students' diverse needs and preferences. The personalized model intentionally integrates different methods, from online modules to collaborative projects, in-person discussions, and hands-on labs. By providing choice, varied modalities can help students engage with content in the way that best fits their learning profile, whether independent study or group work. Exposure to diverse activities also builds students' repertoire of effective strategies. ThrivePoint's blended approach combines the advantages of online delivery with real-time peer-to-peer and teacher interactions. This approach fluidly integrates different modalities based on tasks, and students' needs and preferences. This flexible use of resources starkly contrasts with the rigid, lecture-based model in traditional schools. ThrivePoint's intentional integration of dynamic modalities based on student needs allows for greater personalization and engagement. By providing varied learning modalities, ThrivePoint ensures education is being tailored to each student rather than taking a one-size-fits-all approach. The use of varied modalities allows the school to further fulfill its commitment to personalized education.
4. **Student Choice:** ThrivePoint Academy embraces student voice and choice as a catalyst for ownership, engagement, and achievement. The school acknowledges that student choice is instrumental in creating personalized education. Students exercise autonomy in selecting paper topics, projects, and presentations that align with their interests and passions. This contrasts with prescribed, standardized curricula that offer little student input or control. By providing options like speeches, essays, or videos, ThrivePoint

empowers students to take the reins over their educational journeys. Rather than forcing a singular pathway, ThrivePoint allows students to select learning experiences tailored to their individual preferences and learning profiles. Making their voices heard boosts investment in the material and educational process. ThrivePoint believes that cultivating ownership and passion will unlock each student's highest potential. Their Research shows that empowered students achieve greater academic success and life outcomes. By shifting control from solely the teacher to a partnership between student and teacher, ThrivePoint fosters growth, self-direction, and lifelong learning.

5. **Data-Driven:** Data powers the personalized learning process at ThrivePoint Academy. Valid diagnostic and benchmark assessments establish student skill levels, knowledge gaps, and growth targets at the outset. Ongoing formative assessments enable teachers to monitor progress and pinpoint evolving needs. Summative assessments quantify mastery and competency. Armed with this data, teachers can provide targeted support, interventions, and enrichment tailored to each learner. ThrivePoint utilizes a proprietary data dashboard to monitor numerous dynamic student data points in real-time. This includes attendance, staff-student communication, assessment results, course and pacing progress, post-graduation goals, and other metrics. By aggregating diverse data streams on one centralized platform, ThrivePoint staff can analyze trends and quickly identify when students require additional assistance. Data illuminates pathways toward improved student outcomes by enabling learning experiences to be adapted and optimized based on the most current student performance data. ThrivePoint leverages robust data integration to drive continuous improvement of student learning outcomes.
6. **Technology Integration:** Technology integration powers the personalization of learning at ThrivePoint Academy. The school utilizes an adaptive learning platform that customizes content, activities, and pacing based on each student's needs and learning profile. Real-time dashboard data provides teachers with actionable insights to tailor instruction and interventions. Communication tools foster seamless check-ins and opportunities for immediate feedback. This efficiency allows human attention to be focused on higher-order mentoring. ThrivePoint leverages technology to monitor dynamic learning patterns rather than relying on static report cards. Every Monday, weekly progress updates are emailed and texted to students and parents. This regular feedback loop enables teachers, students, and parents to continuously calibrate learning. It replaces grading periods with actionable data that catalyzes improvement in real-time. By integrating technology in innovative ways to increase access, customization, and collaboration with families, ThrivePoint ensures each student receives the personalized instruction and support needed to reach their potential. Technology streamlines the gathering of data that allows for effective individualization.
7. **Continuous Feedback:** At ThrivePoint Academy, continuous feedback is essential for student growth and iterative improvement. Teachers provide regular formal feedback at least twice weekly to help students monitor their progress, pinpoint weaknesses, and make responsive adjustments. This constructive input enables students to actively self-assess their learning strategies and make improvements based on meaningful data points. Rather than simply receiving grades at the end of a unit or term, students gain

insights on their specific strengths, gaps, competencies, and next steps. ThrivePoint teachers utilize whatever communication mediums work best to deliver actionable feedback to each student and their parents. This personalized, continuous feedback ensures students receive the timely input needed to guide their learning and advancement. By systematizing consistent feedback loops among teachers, families, and students, ThrivePoint enables learners to take ownership over their growth and encourages trust and collaboration with the families of the school community. Students learn how to self-identify areas for improvement and course-correct based on evidence.

8. **Teacher as Mentor:** At ThrivePoint Academy, teachers play an instrumental mentoring role in each student's educational journey. Through regular 1-on-1 conferencing, teachers guide students in setting personalized learning goals aligned to their aspirations. Teachers help students reflect on progress, overcome challenges, and build self-direction. By developing rapport and trust with each learner, teachers create a safe space for students to take risks and grow. They curate customized resources and activities tailored to individuals' needs and interests. ThrivePoint teachers focus on nurturing lifelong skills like goal-setting, time management, and self-advocacy. Rather than relying on traditional lectures, ThrivePoint teachers scaffold activities and support students collaboratively through difficulties. They help nurture student independence and equip learners with the tools to achieve their full potential. This mentorship approach is essential for improving student outcomes for non-traditional students. The approach also develops self-driven students with the meta-cognitive and self-management abilities to continue achieving long after graduation. ThrivePoint teachers inspire students to believe in their own potential.
9. **Goal-Oriented:** At ThrivePoint Academy, students actively participate in charting their educational paths by setting individual learning goals that provide purpose and motivation. Teachers mentor students in developing individualized, measurable goals aligned to their interests, such as “I will improve my persuasive writing skills.” Incremental progress towards these personalized goals is tracked using ThrivePoint’s proprietary digital Student Success Plan tool. This fosters student ownership over the learning process and cultivates self-driven learners. The Student Success Plan is a critical feature of ThrivePoint’s educational model and student onboarding process. It goes beyond a basic transcript evaluation to incorporate each student’s personal objectives both for high school graduation and post-secondary aspirations. Plans can commence as early as 7th grade or in subsequent grades for older students deficient in credits. ThrivePoint believes it is vital for students to establish forward-looking goals and timelines immediately upon enrolling in the school. The plan provides ThrivePoint's teachers and mentors with a blueprint for supporting students in accomplishing both their academic and life goals. The mastery-based educational model enables fluid advancement once goals are achieved. The combination of personalized goal-setting and mentorship is designed to unlock every student’s potential, ensure that students are on-track for graduation, and help students solidify their post-graduation plans.

Transformative Approach with a Growth Mindset

ThrivePoint Academy takes a transformative approach to education that reshapes students' assumptions and unlocks their potential. Many students arrive feeling disenfranchised, having struggled in traditional environments. ThrivePoint's philosophy continually reinforces that each student can find success and earn a high school diploma ready for their next step. Staff help students rethink beliefs that they cannot achieve their goals. By embracing setbacks as opportunities and instilling a growth mindset, the school rewires thought patterns. Students gain motivation, resilience, and self-efficacy.

Rather than being made to conform to one way of learning, students become self-directed learners. ThrivePoint transforms students' relationship with education from frustration to fulfillment. Teachers encourage students to embrace challenges, persist through setbacks, and take ownership of self-improvement. ThrivePoint guides them to realize their potential, graduate high school, and pursue their Next Big Step. ThrivePoint believes at its core that every student can succeed with the right support.

Growth Mindset

ThrivePoint Academy fosters a growth mindset culture among students and staff. This concept, developed by psychologist Carol Dweck, refers to the belief that abilities, intelligence, and talents can be developed through dedication and effort. Unlike a fixed mindset where qualities are believed innate, a growth mindset embraces the boundless potential for improvement. Challenges are reframed as opportunities to expand skills rather than proof of limitation.

ThrivePoint teaches strategies to rewire self-limiting narratives. Students are encouraged to see setbacks as feedback to adjust strategies. Praise centers on grit and improvement rather than static praise of talent. Modeling resilience and persistence, teachers show students that dedication leads to mastery over time. Goals focus on incremental progress. Students adopt motivation oriented around learning versus evaluation.

By instilling a growth mindset, ThrivePoint empowers students to take control over their development. They gain confidence in their capacity to achieve with hard work. They experience that progress is attainable if they stay committed.

Key characteristics of a growth mindset include:

1. **Embracing Challenges:** Individuals with a growth mindset see challenges as opportunities to learn and improve. They are more likely to take on new and difficult tasks because they view them as a chance to expand their skills and knowledge.
2. **Persistence in the Face of Setbacks:** Instead of being discouraged by failures or setbacks, those with a growth mindset use them as opportunities to learn. They understand that mistakes are a natural part of the learning process and are not indicative of fixed abilities.
3. **Effort as the Path to Mastery:** People with a growth mindset believe that effort is a key factor in achieving mastery. They understand that putting in hard work, practicing consistently, and seeking feedback are essential for improvement.
4. **Learning from Criticism:** Constructive criticism is viewed as valuable feedback

rather than a personal attack. Individuals with a growth mindset are open to feedback, and they see it as a way to identify areas for improvement and refine their skills.

5. **Inspired by Others' Success:** Instead of feeling threatened by the success of others, individuals with a growth mindset are inspired by it. They see successful people as models to learn from and aspire to achieve similar levels of success through effort and dedication.
6. **Adopting a Love for Learning:** People with a growth mindset have a genuine interest in learning. They are curious and motivated to acquire new knowledge and skills, seeing education as a lifelong journey.
7. **Flexibility and Adaptability:** A growth mindset is associated with a flexible and adaptive approach to change. Individuals are more willing to embrace new challenges, adapt to evolving circumstances, and continuously refine their strategies.
8. **Long-Term View of Success:** Those with a growth mindset focus on the long-term benefits of learning and improvement rather than seeking quick fixes or immediate success. They understand that the journey toward mastery is ongoing and requires sustained effort over time.
9. **Cultivating Resilience:** Resilience is a key component of a growth mindset. Individuals are better able to bounce back from failures, setbacks, or challenges because they see them as opportunities to learn and grow.

Instilling a growth mindset in students has immense benefits that extend beyond the classroom walls. By embracing the view that abilities can be continuously improved, students develop motivation, willingness to take risks, and belief in lifelong growth. Seeing effort as the path forward builds work ethic and grit. Constructive feedback is valued for providing direction. Setbacks become opportunities for course correction, not defeat. Equipped with these empowering mental models, students gain the confidence to take on challenges, adapt to change, and pursue ambitious goals. They become self-driven, resilient lifelong learners. A growth mindset leads to higher engagement at school and work. It teaches strategies to accomplish more through dedication. Students adopt motivation oriented around mastery.

ThrivePoint Academy believes that nurturing this empowering mindset will unlock students' greatest potential. They will thrive academically, professionally, and personally by focusing their energy on continuous improvement. The benefits of a growth mindset extend far beyond the classroom walls. ThrivePoint prepares tenacious learners to excel in whatever pursuits they choose by teaching students that the path forward is through effort.

Instructional Design and Strategies:

ThrivePoint Academy utilizes an instructional model centered around a mastery-based approach and the interconnected triad of curriculum, instruction, and assessment. This framework is intentionally designed to foster positive outcomes for non-traditional students. The curriculum provides engaging content aligned to standards. Instruction strategies deliver this curriculum through personalized modalities. Ongoing assessments gauge mastery and identify any needed interventions.

Formative assessments enable data-driven decisions about differentiated instruction and support. Summative assessments quantify competencies. All data informs targeted interventions and enrichment. Teachers receive continuous development to sharpen instructional strategies and relationship-building. The purpose of all assessments and progress monitoring is to ensure that students' make progress toward graduation and productively prepare themselves for post-graduation pathways.

ThrivePoint's educational leaders strategically selected a learning platform centered around the interconnected triad of curriculum, instruction, and assessment. This symbiotic framework creates a responsive learning environment optimized for nontraditional students. The platform provides an engaging, standards-aligned curriculum and personalized delivery. Integrated assessments track students' progress toward mastery of content and skills while identifying the need for interventions. Working cyclically, curriculum sets objectives, instruction imparts skills, and assessment measures growth. Data-informed changes refine teaching and learning for each student. This interconnected system creates a dynamic environment that can be calibrated to address students' evolving needs. By choosing a platform aligned with ThrivePoint's focus on mastery-based, personalized learning, school leaders ensure the technology catalyzes rather than inhibits the educational model. The triadic design facilitates effectiveness.

A robust, engaging curriculum provides the foundation to re-engage at-risk students who have become disenfranchised with traditional education models. Dynamic content, hands-on activities, and experiential learning experiences spark passion and agency in students who may have felt disconnected from one-size-fits-all curricula. Adaptive instructional strategies and targeted resources cater to diverse learning styles and empower students to take ownership over their education. By outlining clear expectations and varied methods for demonstrating mastery, the curriculum gives students hope they can succeed and multiple pathways to excel. Ongoing assessments measure comprehension in authentic ways, and provide immediate feedback to support continuous improvement. Such a responsive curriculum framework supports at-risk populations by making education student-centric.

Formative assessments that frequently measure progress in diverse ways can re-engage at-risk students who may have felt penalized by high-stakes exams. By gathering systematic information through projects, observations, and other authentic methods, not just standardized tests, assessments become meaningful gauges of actual comprehension and skills. Providing multiple modalities for students to showcase growth caters to different learning styles. Unlike traditional models focused on rigid grading, ongoing formative assessments enable teachers to tailor instruction and support in response to student needs in real-time. Aligning evaluations with a flexible, personalized curriculum validates students' self-paced progression and motivates at-risk students to persist.

Dynamic instruction that adapts to students' needs is key to reengaging at-risk learners who have become disengaged by one-size-fits-all delivery models. By taking an engaging, supportive approach that fosters critical thinking and creativity, instruction can make the learning process intrinsically rewarding. Meeting students where they are academically, socially, and personally places students at the center of learning, values who and what

students bring to their own learning, and allows students to collaborate on their pathways forward. This student-centered, equitable paradigm provides increased educational access for non-traditional and underserved students. By making instruction responsive, engaging, and empowering, schools can transform classrooms into supportive environments where at-risk students gain the tools to reach their full potential.

Learning Environment to Promote Student Success: ThrivePoint Academy Utah focuses on cultivating a supportive learning environment that is essential for re-engaging at-risk students who have felt alienated by punitive traditional settings. By promoting social-emotional development and positive relationships, schools can help students feel secure, valued, and part of a community. Teachers are encouraged to build meaningful partnerships with families to gain insights into each student's unique needs and challenges. Smaller class sizes enable deeper bonds between teachers and students through greater individual attention and mentoring. Frequent celebrations of incremental progress give recognition to students' hard work, boosting motivation and self-efficacy. Rather than competitive zero-sum environments, the school fosters a nurturing culture of collaborative achievement. In meeting Maslow's hierarchy of needs, the school creates space for students' higher-order growth. The school provides the psychological safety and care that students need to take risks and a sense of belonging that increases students' engagement and willingness to participate. ThrivePoint understands that the learning environment itself can be the difference between a student feeling motivated or defeated.

Small and Safe Learning Environment: ThrivePoint's small, intimate learning environments are critical for enabling the relationships and responsiveness necessary to re-engage at-risk students. Low student-teacher ratios allow for frequent, meaningful interactions through which teachers and coaches can deeply understand individual needs. Feeling known and valued rather than lost in the shuffle creates an environment where students engage in learning and are willing to take risks. Teachers can leverage insights into students' motivations and challenges to collaboratively craft targeted plans for growth. Small settings also promote safety and community by fostering peer collaboration versus competition. Students feel comfortable making mistakes around others they trust. Such environments avoid the stress and rigidity of large schools that overwhelm struggling students. When learning is personalized, students feel cared for as individuals with unique goals and learning paces. Teachers guide students through tailored challenges, providing the right support at the right time. Small schools enable the nurturing culture and mentorship that reignite passion in students who have lost hope in the education system.

Student Community: ThrivePoint focuses on establishing a caring, collaborative student community that is vital for making at-risk students feel welcomed, included, and supported. Schools should foster environments where students sit together without judgment or separation by grade, ability, or background. Structural policies like tracking and leveling should be abandoned in favor of flexible, blended classes. Teachers can create a learning community by discovering each student's interests, strengths, and challenges. ThrivePoint classrooms celebrate diverse perspectives and provide opportunities for students to share their voices. Peer tutoring and collaborative projects enable students to learn from one another. The school also provides inclusive extracurricular activities that give students a

sense of belonging beyond the classroom. Bonding through shared academic and extracurricular experiences builds mutual understanding and empathy. Students feel valued when they can freely be themselves without fear of labels or stigma. The school's compassionate student community motivates disengaged youth to persevere by surrounding them with people who believe in their potential.

Learning Periods and Pacing: ThrivePoint divides the school year into manageable, six-week Learning Periods. Establishing shorter, focused learning periods with flexible pacing allows struggling students frequent celebration of incremental successes. During a six-week period, students pursue a manageable schedule of two courses. The two-course pacing provides structure without causing students to become overwhelmed and allows students to recognize their progress and become confident learners.. However, students can move faster than two courses during a Learning Period based on mastery and demonstration of competency; conversely, students can demonstrate competency at their own pace without fear of shame or labels. Upon completion of any course, the school provides students with transcripts that show completed courses and students' demonstrated effort. Without front-loaded annual goals, students can work on achievable, short-term objectives. Mastery-based progression centers learning around the acquisition of skills rather than seat-time. Teachers can customize their instruction and support to address specific concept challenges without punitive remediation. Learning becomes self-paced rather than prescribed. Flexibility affirms students' strengths while giving them agency over areas needing growth. Meeting students where they are academically fosters agency and belief they can succeed.

Instructional Staff

Teachers: ThrivePoint will recruit and hire licensed teachers with specialized experience and passion for re-engaging at-risk learners who have felt alienated by traditional school models. Lower teacher to student ratios enable the individualized instruction and mentoring these students need to rebuild academic confidence. Teachers will participate in ongoing training on relationship-building, trauma-informed practices, and culturally responsive teaching to better understand students' experiences and needs. Professional development will focus on strategies for personalized learning, including flexible pacing, mastery-based progression, and dynamic modalities. The school will provide coaching so that teachers develop skills in designing integrated, applied projects that make learning relevant. Teachers will be trained to leverage formative assessment data, tailor learning plans, and provide intervention and enrichment in real time. Cross-disciplinary teams will collaborate on blended projects. With their on-going training, ThrivePoint teachers will be able to purposely develop a student-centered, supportive environment that unlocks potential in students.

Student Success Coaches: Student Success Coaches are central to ThrivePoint's mission of reengaging disconnected students by addressing needs beyond t academic needs. Coaches are mentors focused on understanding the whole child and rebuilding trust through trauma-informed compassion. Coaches are trained in trauma-informed best practices so that they understand the diverse challenges students face. In their consistent and long-term

support for individual students, Coaches can foster a strong rapport by getting to know each student's interests and needs, and collaborating with each student on their individual goals. Professional development equips Coaches to guide students in effective goal-setting, self-reflection, and planning for postsecondary pathways. Coaches will learn how to leverage the school's personalized learning tools and mastery-based progression to engage in progress monitoring so that they can celebrate students' incremental wins. Ongoing training will also enhance teachers' skills for check-ins, family outreach, and effective communication as they clarify expectations while reinforcing care for each student. Partnerships with social services providers will expand Coaches' toolkits for connecting students with needed resources. ThrivePoint Coaches will purposefully provide the professional development that supports them in re-engaging students who need dedicated mentors invested in their wellbeing and potential.

3b Curriculum

ThrivePoint Academy has strategically selected Schools PLP as its core learning management system to provide the curriculum, flexibility, and customization needed to effectively serve at-risk learners ([PLP's Personal Learning and Course Descriptions](#)). The platform aggregates standards-aligned courses from highly-rated publishers, like BrightThinker and eDynamic Learning, across all graduation requirement subjects. ThrivePoint's curriculum experts rigorously vetted content partners to choose only those that demonstrated mastery-based design, engaging activities, and differentiated teaching resources. Schools PLP's massive catalog includes advanced CTE and early college pathways to prepare students for careers and to allow them to accelerate. The curriculum also provides targeted credit recovery and intervention courses to fill knowledge gaps. The system's flexible delivery modes enable both self-paced and teacher-supported learning using blended, synchronous, and asynchronous models ideal for students needing non-traditional options. While providing research-backed curriculum, Schools PLP also allows for customization and integration of ThrivePoint's proprietary courses tailored to re-engage disconnected youth. ThrivePoint's ability to modify, amplify with wraparound resources, and add specialized courses to the curriculum enables the school to take a strong centralized curriculum and personalize it to serve each student's unique needs and interests. After a thorough review, ThrivePoint determined Schools PLP's combination of curriculum quality, customization, and commitment to customer collaboration would be the ideal partner for bringing its non-traditional academic program to life. Among our selection criteria were:

Rigor of Curriculum: ThrivePoint sought a rigorous, research-backed curriculum to rebuild foundational knowledge and study skills, preparing students for higher education. Engaging content keeps students motivated to persist through challenges. Scaffolded courses allow for accelerated learning while ensuring comprehension.

Scope of Offerings: A wide array of electives and CTE pathways provides flexibility for students to pursue interests and accelerated learning in areas of passion and talent. Electives make education relevant and cultivate purpose.

Alignment to Standards: Utah Core alignment ensures courses build skills needed for graduation and college/career readiness, and serve as credits toward diplomas. External validation indicates quality.

Appropriateness for At-Risk Students: ThrivePoint required a curriculum specifically

designed to re-engage disconnected learners through interactivity, cultural responsiveness, and differentiation. Courses had to be flexible enough to “meet students where they are” academically and socially.

Credit Recovery: ThrivePoint sought adaptive diagnostic assessments and targeted learning paths to enable students to efficiently recover credits from past failures without repeating entire courses.

Customization Ability: The ability to integrate wraparound resources and proprietary programming was sought in order to allow ThrivePoint to personalize curricula to each student’s interests, needs, and goals. The school also required a customization that would aid the implementation of the school’s broader educational model.

Data Integration: The school required the curriculum and its supporting monitoring tool to have the ability to closely track student progress and growth in real time in order to support individualized instruction and student engagement.

Edmentum Exact Path

ThrivePoint is determined to leverage Edmentum's Exact Path as a supplemental curriculum to support the academic growth of at-risk learners through targeted intervention. The program's adaptive diagnostic benchmark assessments identify precisely where students' foundation knowledge has learning gaps. From that baseline identification, Exact Path then automatically generates a personalized learning path for each student that provides scaffolded, interactive modules focused on building mastery of fundamental concepts in math, reading, and writing. As students work through their assigned skill-building activities, Exact Path continually adjusts based on performance to ensure an ideal level of academic challenge. For non-traditional students seeking to recover credits due to previous course failures, Exact Path efficiently provides the backfill knowledge needed to get them back on track for grade-level success. By addressing unfinished learning in foundational abilities, Exact Path empowers students to gain academic confidence, close achievement gaps, and have greater access to ThrivePoint’s rigorous core curriculum needed for postsecondary readiness. Its data-driven, student-centered approach provides educational equity to non-traditional students who may be at-risk for academic failure.

The ThrivePoint Vibe Course

Authored by Dr. Amy Schlessman, the ThrivePoint Vibe course leverages multiple strategies in one signature orientation experience designed to re-engage struggling learners. An integrated diagnostic assessment identifies students’ baseline math, reading, and writing abilities while also mapping knowledge gaps. Vibe kickstarts academic intervention from day one by generating a personalized learning path within the Exact Path program to fill any unfinished foundations. Going beyond academic learning, Vibe also incorporates interactive self-reflection tools that reveal insights into learning styles, interests, strengths, weaknesses, and social-emotional needs. This robust dataset empowers ThrivePoint educators to make informed decisions about tailored instruction, mentoring, and support strategies to help each student thrive.

Vibe further provides a critical orientation to ThrivePoint school, conveying the flexible pacing, personalized learning model, and expectation for students to take ownership. For

students who struggled to fit into rigid previous environments, Vibe builds confidence to succeed in a self-directed paradigm. Its lessons foster community and collaboration skills. Students reflect on past challenges and map future aspirations. The course re-engages students by demonstrating ThrivePoint's commitment to understanding and catering to unique needs.

Vibe's five units span self-discovery, postsecondary planning, communication, working with others, and community. This comprehensive approach to each learner allows the school to consider the whole child in setting benchmarks and goals. Career inventories help match interests to pathways and jumpstart goal-setting. Vibe propels students forward with tools and plans to unlock their potential and to realize their graduation and career goals. Its blend of academic catch-up and purposeful direction reignites in students a passion for the educational journey. For at-risk youth who have lost hope, Vibe represents a new beginning.

ThrivePoint's Vibe course shares several elements outlined in Utah's Portrait of a Graduate including: academic mastery; civic and economic literacy; communication; critical thinking and problem solving; honesty, integrity, and responsibility; and personal growth. The Vibe course has been an integral part of our student's on-boarding process. As the curriculum is regularly reviewed and refined, ThrivePoint will work to integrate the Portrait of a Graduate elements.

ThrivePoint's Mini-Lessons

ThrivePoint Academy's signature mini-lessons provide brief vital interludes that re-engage struggling learners through targeted instruction in crucial academic, social-emotional, and workforce skills. With backgrounds of difficulty and discouragement in traditional settings, many incoming students lack confidence in themselves as learners. Mini-lessons offer opportunities to experience incremental accomplishments in digestible chunks. Feeling capable of grasping concepts during these condensed sessions helps rebuild educational self-efficacy.

Delivered by Student Success Coaches biweekly, mini-lessons feature intimate groupings where each student can actively participate and find their voice. Coaches utilize customized curricula developed in-house by ThrivePoint's curriculum specialists to address literacy, numeracy, SEL, career skills, and other areas aligned to needs. These specialized materials provide scaffolding and differentiation to ensure universal accessibility. Upbeat coaches praise effort and growth, motivating through success.

By stepping briefly away from core academics to focus on student-centered skill-building, mini-lessons foster engagement critical for struggling learners. Students gain transferable abilities and knowledge applicable across disciplines. Interactive games and activities cater to diverse learning modalities and preferences. Mini-lessons cultivate confidence, resilience, and love of learning - transforming students' relationship with education.

Showcased at the 2023 National Alternative Education Association Conference, ThrivePoint's mini-lesson model received acclaim for its multilayered benefits in reorienting at-risk youth onto pathways of achievement. ThrivePoint's mini-lessons provide

motivation and direction for students who have lacked both by providing brief moments of accomplishment. Those brief moments are essential for motivating non-traditional or alternative students as has been suggested by Schlessman, A. & Taylion, C. (2023).

Elective Credits

Aligning to Utah's Student Achievement Backpack credit guidelines, ThrivePoint Academy offers personalized elective credit opportunities to help at-risk learners recover the graduation ground lost in previous environments. As students work through their unique Individualized Learning Paths to fill skills gaps and accelerate strengths, they can simultaneously earn credits toward a diploma. This allows struggling students who are grade levels behind to make accelerated yet supported progress. It also keeps advanced students engaged by providing enrichment credit as they master core subjects at an accelerated pace. ThrivePoint's flexible approach has proven successful in motivating students who had given up on graduating by giving them agency in charting achievable pathways to success. Students feel empowered charting their own course and watching elective credits accumulate through self-guided effort. By providing options to recover credit deficits and pursue passions, ThrivePoint gives students hope and direction to graduate.

Career Development

Recognizing career development's power as a dropout prevention strategy, ThrivePoint Academy provides integrated programming focused on illuminating professional pathways and cultivating marketable skills in at-risk students. Coursework guides students through robust inventories matching interests and aptitudes to in-demand vocational and technical fields. Lessons detail training requirements, career ladders, and earning potential to make future prospects tangible. Students draft SMART goals around occupations, required credentials, and leadership development.

Dedicated Student Success Coaches help students identify opportunities for work-based learning like job shadows, internships, and pre-apprenticeships. School-employer partnerships allow students to gain skills via projects solving real-world business problems. Guest speakers from diverse industries share career journeys. Upperclassmen mentor newcomers on navigating professional settings.

Targeted instruction develops workplace competencies like communication, collaboration, critical thinking, and information literacy. Resume workshops help students articulate strengths. Interview practice builds poise and confidence. Students reflect on progress in professionalism and teamwork via digital badging tied to skills.

This immersive career exposure provides direction and hope, steering students toward in-demand, livable-wage pathways. Seeing viable options, students become invested in persevering to graduation as a key stepping stone. ThrivePoint's future-focused preparation ensures underserved youth gain equality of opportunity. Students realize they can achieve ambitious dreams through dedication.

ThrivePoint Arizona has developed strong relationships with local workforce agencies and

military branches. Students are able to explore career options that are in high demand in the areas they reside. ThrivePoint Utah plans to replicate and grow similar opportunities for students in Utah. Below are a few examples of ThrivePoint students engaged in exploratory opportunities.



See [ThrivePoint Workforce Partnerships](#) for full access to the photo gallery.

Assessment

ThrivePoint Academy leverages ongoing assessments embedded within its personalized learning curriculum to quantify at-risk students' academic growth and monitor progress. Interactive lessons feature formative assessments to gauge learning in real time, while summative quizzes and tests evaluate mastery of Utah Core Standards upon completion. Assigning fewer high-stakes exams reduces pressure while still tracking competencies.

Valid diagnostic and benchmark assessments establish baselines and robust analytics within the Individualized Learning Paths chart allow teachers and students to track students' advancement toward goals. Students gain confidence as they perceive evidence of incremental progress.

As students receive frequent positive feedback, successful academic experiences replace their past experiences of failure. Focusing evaluation on the celebration of growth over ranking supports an empowering growth mindset. Assessment becomes an encouraging checkpoint. ThrivePoint's approach provides clarity for teachers while instilling hope in students.

Vendor Assessment: Leveraging extensive research on diagnostic assessment design, ThrivePoint Academy strategically selected vendors, Renaissance Star and Edmentum, for

their proven validity, reliability, and effectiveness with at-risk populations. Both platforms utilize computer-adaptive testing based on item response theory to precisely gauge student abilities while minimizing testing fatigue. Renaissance Star's quantified metrics and instructional recommendations generated from brief assessments provide holistic data illuminating multiple aptitudes. Edmentum's diagnostic assessment accurately identifies specific gaps in the foundation knowledge needed to access grade-level academics.

Drawing on their backgrounds as education leaders and learning science experts, ThrivePoint's team evaluated research studies demonstrating these vendors' impacts on student growth percentiles and proficiency when used for regular benchmarking. Criteria included interoperability with ThrivePoint's customized curricula and learning management system. Vendor partnership longevity and customer support resources were weighted given the need for seamless implementation.

Renaissance Star and Edmentum's complementary diagnostic capabilities provide a comprehensive snapshot of student competencies, knowledge gaps, motivations, and learning needs. Analytics guide ThrivePoint educators in crafting uniquely supportive programs enabling measurable growth.. ThrivePoint's purposeful vendor selection manifests their dedication to educator empowerment and student potential.

Edmentum: Selected after extensive review of adaptive learning platforms, Edmentum provides the sophisticated diagnostic assessments and personalized learning tools ThrivePoint Academy needs to facilitate academic recovery in at-risk students. Edmentum's computer-adaptive assessments leverage item response theory to precisely identify knowledge gaps and prerequisite remediation areas without exhaustive testing. The automated scoring and analysis pinpoints students' academic foundations so that instruction can target students' barriers to accessing grade-level content.

ThrivePoint's education experts were compelled by research demonstrating Edmentum's impact on closing achievement gaps and improving academic growth when used for regular progress monitoring. Its validated assessment algorithms reduce bias and integrate with ThrivePoint's customized curricula and mastery-based progression reporting. Edmentum automatically generates an Individualized Learning Path guiding each student through interactive modules focused on developing fundamental literacy, numeracy, and self-direction. The platform's robust analytics quantify growth, informing further differentiation.

By precisely diagnosing needs and then providing tailor-made paths to address skill gaps underlying content struggles, Edmentum supports ThrivePoint's student-centered approach. Its adaptive model aligns with ThrivePoint's ethos - with the right guidance and effort, every student can recover ground lost and actualize postsecondary ambitions.

Mastery-Based Assessments: ThrivePoint Academy utilizes mastery-based assessment aligned to its personalized, competency-focused educational model. Ongoing formative evaluations during instruction identify when students require additional scaffolding or enrichment to achieve concept mastery. Unlike grading on rigid curves, students have

opportunities to continually improve work until they reach standards-aligned proficiency targets. This growth-centered, iterative process provides flexibility for learner variance.

Mastery methodology instills agency, allowing students to track their own incremental progress. Teachers provide actionable feedback on growth areas while goal-setting allows students to take ownership of their learning. For at-risk students who may have felt penalized by high-stakes testing, mastery principles reframe assessment as illuminating pathways for improvement. Students gain motivation by building competencies, acquiring skills, and celebrating steps forward. ThrivePoint's mastery-based assessments uphold high expectations while fostering students' inner drive.

Credit Earned as Reflected in Student Success Plans and the Internal Database: ThrivePoint Academy heavily focuses on tangible credit attainment in its educational approach. Customized Student Success Plans created collaboratively between students and their dedicated Success Coaches outline graduation pathways including needed credits. Plans include courses needed to recover deficits and accelerate strengths. For students who felt only failure in previous environments, watching credits accumulate toward the achievement of specific goals provides hope.

Coaches actively track credit completion within ThrivePoint's centralized database, ensuring students stay on pace to achieve their academic goals. The transparent progress data keeps students motivated and accountable. Coaches guide students in making needed adjustments if they veer off trajectory while celebrating earned credits as they occur.

Optional early college courses and targeted electives allow students to rapidly accrue credits aligned with interests and aptitudes. Credit flexibility is provided for demonstrated mastery of standards through portfolios or assessments. The emphasis on attainment over seat time provides agency.

Student Success Plans make graduation and postsecondary aspirations tangible through actionable credit-based steps. Coaches help students feel in control of earning their diploma. For underserved students lost in previous school systems, ThrivePoint's credit focus and support builds essential direction and self-efficacy. It manifests the belief that every student, given the right guidance, can recover ground and realize their potential.

Teaching the Utah Core Standards To provide its at-risk students with the foundational knowledge and competencies needed for graduation and postsecondary success, ThrivePoint Academy aligns all core coursework to Utah's academic standards. The personalized SchoolsPLP curriculum platform delivers engaging, standards-based courses approved by the state across subjects including [mathematics](#), [science](#), [English language arts](#), and [social studies](#). While providing a degree of customization, SchoolsPLP's scope and sequence adhere to Utah's learning objectives. Ongoing mastery-based assessments quantify student attainment of competency in required standards. This alignment ensures students recover credits officially recognized by the state while receiving an education individually tailored to provide the necessary remediation or enrichment. Though the learning environment is non-traditional, the curriculum is fully aligned with the Utah Core Standards.

Academic Requirements

TPAU will follow the Utah State Board of Education's Graduation Requirements and require its students to earn a minimum of 24 units of credit achieved through course completion or competency assessment per USBE required credits and course criteria (see Appendices G and H). [TPAU's Utah-aligned courses](#) and internally developed courses will satisfy the USBE's requirements, and students will work toward required course completion through steps in their Personalized Learning Plans.

Grades 7-8 General Core Requirements:

- Grade 7 and 8 Language Arts
- Grade 7 and 8 Mathematics
- Grade 7 and 8 Integrated Science;
- United States History and Utah History
- At least one course in each of the following in grades 7 or 8:
 - Health Education
 - College and Career Awareness
 - Digital Literacy
 - Art
 - Physical Education.

High School Requirements

4.0 credits of Language Arts

ELA 9, ELA 10, ELA 11, and Grade 12 (choose from options approved by the Board)

3.0 credits of Mathematics

Secondary I, II, and III

A student may opt out of Secondary III if a written request from the parent is received from the school; the student must still earn 3.0 credits of math.

Exception: a student who completes Calculus with a "C" grade or higher has completed the mathematics graduation requirements regardless of the number of credits earned

3.0 credits of Science

2.0 credits must be met through successful completion of two of the five science foundation areas:

Earth Science

Biological Science

Chemistry

Physics

Computer Science.

1.0 credit must be from the foundational, applied, or advanced science Board approved list

3.0 credits of Social Studies

2.5 credits must be met through successful completion of the following courses:

0.5 credit World Geography 0.5 credit World History 1.0 credit U.S. History 0.5 credit U.S. Government and Citizenship 0.5 credits are at the discretion of the Local Education Agency (LEA)

1.5 credits of The Arts

Credits may be earned in visual arts, music, dance, theater and/or media arts for this requirement.

0.5 credits of Health Education

1.5 credits of Physical Education

0.5 credit Participation Skills 0.5 credit Fitness for Life 0.5 Individualized Lifetime Activities. *Exception:* a student may earn 0.5 credit per sport team sport/athletic participation up to 1.0 credit with LEA approval to replace participation skills and individualized lifetime activities.

1.0 credit of Career and Technical Education

Credits may be earned in:

- Agriculture, Food, and Natural Resources
- Architecture and Construction
- Arts, Audio/Visual Technology and Communications
- Business, Finance and Marketing
- Computer Science and Information Technology
- Education and Training
- Engineering and Technology
- Health Science
- Hospitality and Tourism
- Human Services
- Law, Public Safety, Corrections and Security
- Manufacturing
- Transportation, Distribution, and Logistics

0.5 credit of Digital Studies

Library Media Skills, integrated into the subject areas.

0.5 credit of General Financial Literacy

5.5 credits of Electives

Meeting the Needs of All Students

At ThrivePoint Academy Utah, our commitment to alternative education is deeply rooted in recognizing the unique learning trajectories of each student. With this in mind, our non-traditional, flex-blended, and mastery-based model becomes paramount in delivering a tailored educational experience that meets the needs of each student. Personalized Student Success Plans (SSPs) form the backbone of our approach, designed meticulously to bolster both academic and personal triumphs.

To ensure the effective implementation of these SSPs, we prioritize the hiring of a comprehensive team of education professionals and support staff that specialize in serving

historically marginalized groups. This team is not just there to instruct but to actively intervene, assisting in bringing the SSPs to life. Every student's Individualized Education Program (IEP) is respected and adhered to, ensuring they receive the therapy, instruction, and interventions essential for their growth and required by their IEP.

Mental and social health are pillars of our holistic educational strategy. By integrating these aspects into our core model, we acknowledge the intricate weave of academic and emotional well-being in a student's school life.

Unfortunately, there are instances when behavioral challenges might disrupt the collaborative learning atmosphere. In such scenarios, our priority remains clear: ensure the continuity of education for every student involved. TPAU, with its flexibility, can offer these students a conducive learning space within the campus. Alternatively, if the situation demands, the option of a remote learning environment ensures that the student's education remains uninterrupted.

At TPAU, the term "equality" is not just about providing resources; it's about making them accessible to everyone. We pledge an unwavering commitment to equal opportunity, ensuring that every student, regardless of their background or specific learning needs, is given the same chance to thrive in various educational landscapes. Our educational resources, both in terms of quality and accessibility, are distributed without prejudice. By doing so, we not only level the playing field but actively uplift those who need a flexible model the most.

The cornerstone of the TPAU model is its inclusive nature. This inclusivity is not passive but dynamic, focusing on three crucial elements: student engagement, targeted interventions, and relentless support. By centering our approach around these, we aim to ensure that students facing challenges—whether disabilities, language barriers, behavioral issues, or educational disadvantages—find not just a place but a path to success.

Our vision is to see every student, irrespective of their challenges, not only graduate from high school but march forward with confidence into post-secondary opportunities. At TPAU, we believe in potential, and our program is designed to realize that potential.

3c. Enhancement Programs

ThrivePoint recognizes the diversity in learning styles, backgrounds, and life situations of our students. With this understanding, we have meticulously crafted a blended flex model that seamlessly integrates distance learning, online modules, and face-to-face instruction. This adaptive framework enables our students to engage with their education in a manner that resonates most with their personal needs and circumstances. This integration has been designed by keeping in mind the multifarious learning preferences, backgrounds, and unique circumstances of our student body.

The primary objective of introducing such a model is to ensure that every student's educational trajectory is uninterrupted, regardless of their individual challenges or external factors. By encouraging and offering in-person sessions twice a week, students are afforded

the opportunity for direct engagement, fostering an environment conducive to collaborative learning.

Simultaneously, the provision for remote learning acknowledges the need for flexibility, especially crucial for those who may face challenges attending traditional classroom settings regularly. Furthermore, to supplement this mode of learning, ThrivePoint has invested extensively in a vast reservoir of educational resources. These range from contemporary online tools to more conventional learning materials, thereby ensuring that every student has access to diverse mediums to enrich their academic journey.

A distinctive aspect of ThrivePoint's curriculum is its forward-thinking approach to higher education. Recognizing the significance of providing avenues for advanced learning, the institution has entered into strategic collaborations with reputable higher education establishments, such as Salt Lake Community College. These partnerships are not mere token associations but provide students with tangible benefits, including concurrent enrollment options. In select programs, students may also accrue college credits, further emphasizing ThrivePoint's commitment to academic excellence and progression.

In the current global educational landscape, there is an increasing emphasis on skill-based learning, particularly given the rapid changes in the employment sector. To ensure our students are well-prepared for these shifts, ThrivePoint has forged a partnership with the Utah Department of Workforce Services. Specifically, our association with the "Utah Cluster Acceleration Partnerships" is noteworthy. This program provides charter schools, such as ThrivePoint, the essential funding to initiate, develop, or enhance career-oriented programs.

ThrivePoint has taken concerted efforts to ensure that the school is seamlessly integrated with post-secondary institutions. This interconnected approach guarantees that students have a clear roadmap for their academic and professional futures.

ThrivePoint's flexible approach to education is not a reaction to contemporary educational trends but a well-thought-out strategy, intentionally designed for students who may have faced challenges in more conventional settings. By offering multiple modes of learning and ensuring a comprehensive approach that combines academic and skill-based education, ThrivePoint remains steadfast in its commitment to delivering unparalleled educational experiences.

Career Education

Career exposure and skills development are central to ThrivePoint Academy's mission to prepare at-risk youth for postsecondary success. Coursework helps students identify career interests and required credentials through inventories, research projects, and goal-setting. Lessons detail earning trajectories and certification pathways in fast-growing, livable-wage fields like healthcare, IT, skilled trades, business operations, and more. ThrivePoint leadership has and will continue to develop partnerships with colleges and universities and workforce development communities to provide opportunities for our students. See list of [ThrivePoint partnership/collaborative meetings](#).

ThrivePoint will establish partnerships with major Utah employers to offer work-based learning. Job shadows will provide exposure to roles and work environments. Paid internships will enable students to gain hands-on experience and skills application. Industry leaders will guest teach and participate in panels sharing their career journeys so that students can see themselves as successful contributors in various fields. Students will collaborate on projects solving real business challenges.

Developing core professional competencies is embedded throughout the curriculum via projects, presentations, simulations, and badging tied to skills like communication, critical thinking, and information literacy. Teachers equip students with resumes, interview practice, and workplace etiquette.

ThrivePoint will coordinate student participation in career fairs, conferences, and union apprenticeship programs to connect with diverse options first-hand. Dual enrollment agreements with Salt Lake Community College and Utah Valley University will allow students to earn early college credits leading to certifications and jumpstarting career ladders in high-demand fields. Students will be able to sit for industry certification exams like CompTIA A+, NCLEX-PN, AWS Cloud Practitioner, and NIMS Machining Level 1 to graduate career-ready.

By exposing students to viable postsecondary pathways and professionals from diverse industries, ThrivePoint will build motivation, direction, and essential skills. The school's outside partnerships will make career goals tangible. Students will understand that ambitions once inconceivable are attainable through dedicated preparation. ThrivePoint will develop tomorrow's leaders while expanding professional access and equity to non-traditional students.

Distance or Online Education

ThrivePoint Academy will operate a 100% online model delivering personalized education to at-risk credit-deficient youth for alternative students who, for whatever reason, may not be able to attend on-site sessions consistently. This flexibility provides an essential alternative for students unable to attend a physical campus due to location, family circumstances, health needs, requirements of an IEP, unexpected travel, or other circumstances.

ThrivePoint's online model aligns to the school's mission of providing flexible, non-traditional pathways for students failed by conventional systems. Students recover credits in a self-paced and competency-based paradigm facilitated by certified ThrivePoint teachers. The SchoolsPLP learning management system will deliver an engaging curriculum across subjects, aligned to Utah Core Standards and customized to Individualized Learning Plans. Instruction is facilitated via video conferencing combined with interactive online lessons. Formative assessments will diagnose needs while monitoring growth. ThrivePoint's online testing protocols comply with state requirements for standardized assessments administered at secure sites. Results inform further personalization of education whether students attend on-site sessions or only attend virtually. Ongoing plagiarism audits and

multiple test versions maintain integrity.

To foster relationships, students will join weekly video groups with classmates in their grade band. Sessions focus on peer collaboration, lesson Q&A with teachers, and culture-building. Dedicated Success Coaches provide consistent 1-on-1 mentoring via phone and messaging. School-issued laptops and internet subsidies will remove access barriers for disadvantaged families. Webcams will enable identity verification during assessments. Detailed system engagement data will inform educator outreach when students need re-engagement.

Even when a student attends the school 100% online, ThrivePoint mimics the relationship-building and tight-knit community of a physical school through small group instruction, individualized feedback/support, and inclusive activities. The school aims to prove virtual models can effectively serve at-risk populations when executed with research-based customization, rigorous accountability, and genuine compassion.

Four-Year College and/or University Affiliation

To provide at-risk learners with exposure to postsecondary pathways, ThrivePoint Academy has and continues to create strategic affiliations with Utah colleges and technical schools facilitating early college credit and career certifications. ThrivePoint has created relationships with Salt Lake Community College and Utah Valley University to establish dual enrollment programs granting students transferable credits and a college transcript ahead of graduation.

UVU holds promise for an extensive early college partnership given its pioneering work in distance concurrent enrollment. ThrivePoint seeks to replicate proven models while customizing student needs. Articulation agreements will outline degree pathways from high school courses. Discounted tuition makes college access equitable.

For career and technical education, ThrivePoint has created training partnerships with technical colleges like Salt Lake Tech, allowing students to complete certifications for in-demand fields like healthcare, information technology, and skilled trades. Earning stackable credentials provides momentum.

College faculty would guest lecture to make postsecondary seem reachable. Campus visits foster familiarity. Near-peer mentoring from current college students brings relatability. These touchpoints make higher ed aspirations tangible, steering disengaged students toward needed preparatory efforts.

ThrivePoint aims to break systemic barriers to college access for underserved students. Early exposure builds comfort in academic settings while easing the postsecondary transition. Our affiliations will ensure students realize college is attainable through dedication. We hope to expand options and inspire new confidence in youth who lack role models.

Section 4: Market Analysis

Intended Location of the School

The school will be located at 1653 W. 9000 S. in West Jordan, Utah in an accessible shopping plaza near public transit routes. The governing board will seek the support of a local Utah charter school expert in business operations to help acquire space for the school. TPAU has secured [a letter of intent for lease](#) with KW Commercial Salt Lake City.

Demand for School's Educational Program in JSD

In its five-year forecast, JSD has accounted for no increase in its virtual student population, even though the district's population will experience steady growth overall and significant growth in its northwest and southwest quadrants where overcrowding already exists in elementary, middle, and high schools. Jordan School District offers one non-traditional school in Valley High School and a virtual/hybrid program in Jordan Virtual Learning Academy. However, the Virtual Academy reached its capacity early, and the district's forecast does not account for growth of this combined demographic.

Jordan's Virtual Learning Academy (JVLA) accommodates students in K-12 in its three schools, Rocky Peak Elementary, Kelsey Peak Middle and Kings Peak High. In JSD, Kings Peak High School reached its capacity of 250 full-time students by the end of its first school year, in 2021- 22. Around 2,000 other students took at least one class at the school, which had to hire more teachers in the summer for anticipated growth in the following year (Reported by SL Tribune, September 2022). The principal of the school, Ammon Weimers, anticipates the number of students in the virtual academy to grow in years to come.

Although the district's five-year forecast adjusted its number for JVLA's students up in each cohort (K-6, 7-9, 10-12) starting with the 2021-2022 school year, the forecast then keeps those numbers flat for five years in spite of forecasted district growth and increasing demand for non-traditional options . Further diluting the forecast for growth in the enrollment of JVA students is the inclusion in the virtual student number of those students enrolled in Valley High School, a public alternative school in JSD. Valley has 430 students in grades 11-12 (see Appendix J for virtual school enrollment forecasts). In short, the flat forecasts for enrollment growth in JVLA also includes a flat forecast for growth in its alternative school.

Jordan School Districts's own reported data, combined with its flat forecasts, suggest two relevant conclusions: that the need and demand for non-traditional education, virtual or otherwise, have increased in the district; and that the district's five-year forecasts for non-traditional education, virtual or otherwise, does not account for these increases.

Demographic Information for the Selected Location

West Jordan, UT ranked as one of the fastest growing cities in the U.S. in recent years. West Jordan is also the third largest city by population in Utah. And although the population declined slightly (-.5%) directly after the pandemic, future job growth in West Jordan over the next 10 years is predicted to be 42.2% with the population expected to continue to grow accordingly (See [Jordan School District Enrollment forecast: 2023-2027](#)).

Western Riverton and the City of Herriman, both in the southwest quadrant of JSD, have also experienced significant growth from 2010 to 2021 and that growth is expected to continue into the foreseeable future. According to U.S. Census and other data, Riverton has grown between 61.3% and 78.3% since 2000, faster than 88% of similarly sized cities. Although it has experienced a slight decline in growth since the end of the pandemic, the city is expected to continue to grow in coming years.⁸ U.S. Census data indicates that Herriman was the fastest growing city of over 10,000 residents in the U.S. between 2010 and 2019.

Numerous elementary, middle schools, and high schools are at capacity, over-enrolled, or growing in the selected locations for TPAU. Schools experiencing growth in these quadrants are listed with their five-year forecasted growth. See [Growth in JSD Near Proposed Location](#). In spite of this high rate of growth and the demonstrated demand for non-traditional learning options, JSD has only one alternative school, Valley High School, to meet the needs of its non-traditional students, although JSD does have three special schools for students with disabilities. At JSD's alternative school, Valley High School, the total minority enrollment is 40%, 29% of students are economically disadvantaged, and the graduation rate is 74%. Valley High School is 1 of 9 high schools in JSD.

ThrivePoint's Mission, Vision, and Program of Instruction - Alignment with Educational Needs of JSD Population

JSD's Virtual Academy secondary schools do not offer TPAU's flex blended model, Student Success Plans, or mastery-based, personalized learning. Instead, students often attend the majority of their classes and receive a diploma from their traditional boundary schools. Students are only required to come to campus for a beginning orientation and end-of-year exams. The JSD virtual school reflects either a traditional school with two synchronous, scheduled virtual sessions or an independent-study online school. JSD's single alternative school, Valley High School, differentiates instruction and creates a safe, supportive environment for students, but it provides an "alternative" education using a traditional school model.

In contrast to both JSD's Virtual Academy and Valley High School, TPAU's philosophy of transformational change and key elements reflect a research-supported approach for the success of students in non-traditional schools.¹³ These include TPAU's "Key Elements" above. TPAU's model has demonstrated successful outcomes for non-traditional/alternative student populations because its key features reflect research-based, best practices for alternative education.¹⁴ (See Appendix I for compelling evidence of TPAU's success and Appendix O for proficiency data from JSD's virtual schools and Valley High School).

ThrivePoint Academy: Why the Jordan School District?

The Jordan District is one of the fastest-growing school systems in the state according to the Jordan School District Report on LinkedIn.

(<https://www.linkedin.com/company/jordan-school-district/about/>)

Current Situation

Established in 1905, Jordan School District opened its doors with 3,000 students, 70 teachers and 20 community schools. Comprising the southwest area of Salt Lake County, the Jordan School District provides public education for 56,000 students living in Bluffdale, Copperton, Herriman, Riverton, South Jordan and West Jordan who attend the district's 61 schools as of October 2023. Jordan School District strives to lead out in research-based curriculum and strategies, which the district says is succeeding, as evidenced by the number of students who consistently outperform their nationwide counterparts on standardized tests.

District programs for diverse needs include three special schools in the district:

1. The Kauri Sue Hamilton School supports students with significant disabilities and includes 24 classrooms in a two-story facility in Riverton, UT.
2. The River's Edge school in South Jordan serves students with severe behavioral, social and emotional deficits. This school currently supports 40 students with a 1 to 5 ratio of instructors to students. Program components include academics, vocational training, social skills, life skills, and community access skills.
3. Finally, the South Valley School supports post-high school students with life and vocational schools to transition them to independence through specific skills development, community access and training programs, work opportunities, transportation, and independent living skills.

Current State Support through Private Schools in Utah

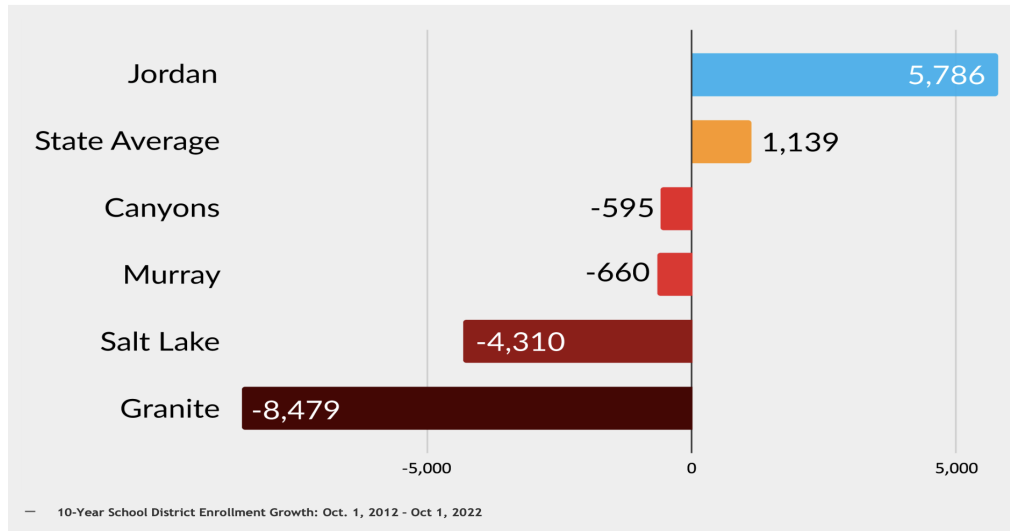
The highest-ranked private schools available to students in the Jordan District have high proficiency rates and a ratio of students to teachers that is less than half the ratio at a public school. However, private school comes at a cost that is exceptionally high for families in a district experiencing significant (even giant) increases in property tax to offset the fact that it is rapidly falling behind in the budget required to educate the growing district's children.

Current State – Charter Schools

As for charter schools, Utah ranks 25th of the 45 states that have charter school programs, according to survey organization Niche.com. There are several significant findings on this category in PublicCharters.org, which reports 137 charter schools in Utah in 2020. Interestingly, this research notes that far more charter schools serve Utah's urban and suburban areas than the towns or rural locations. Additionally, more than 30 percent of Utah's charter school students are ethnic, as opposed to "white," compared to a much smaller 21 percent of diversity represented in Jordan's 61 public schools. This data points to the need for charter schools that might have a higher capacity to serve a more diverse and urban student population than traditional school districts.

Future Outlook, based on Current State

According to the Jordan School District financial facts report Jordan is the fastest-growing district in the state. Over the past decade, the district has welcomed 5,736 new students, with current projections anticipating an increase of 900 students in the coming 5 years, which would require the equivalent of 36 portables or one additional elementary school to manage this growth.



Yet the tax yield for operations for the Jordan District is near the bottom of districts for the state, producing \$1,713 per year per student, compared to the \$2,489 average. The total tax yield for the Jordan District is well below average at \$2,903 per student, compared to the state average per student of \$4,256 (<https://jordandistrict.org/resources/financialfacts/>)

The National Center for Education Statistics gives an interesting look at demographics for the Jordan School District, as follows: In demographics, the Jordan School District of 91,199 households and 305,102 population includes 21 percent race/ethnicity diversity for races other than “white.” The district also reports that 4.4 percent of its children in public schools have a disability (<https://nces.ed.gov/Programs/Edge/ACSDashboard/4900420>)

The Salt Lake Tribune reported in 2022 on the community’s reaction to a 23 percent increase in property tax in 2022 to support the Jordan School District’s increasing struggle to keep pace with budget demands. Some examples cited note a single family’s property has jumped from \$2,000 to \$7,200 per year. Even so, the district continues to struggle to provide educational support that is on par in expenditures with the rest of the state (<https://www.sltrib.com/news/education/2022/08/04/teach-get-out-parents-critique/>)

The Jordan District ranks mid-level among Utah districts according to research organization Nich.com, which shows the district ranking #18 of 47 for Best District in Utah and #22 of 54 for diversity (<https://www.niche.com/k12/d/jordan-school-district-ut/>)

Future Opportunity: Why the Jordan School District?

Of Utah's school districts, the Jordan School District is the ideal location for an additional charter school in terms of its rapidly growing student base and struggles to manage the growth and cost of public education, even after the substantial tax hike of 2022.

The level of diversity and special needs in the Jordan District also shows a picture of a system struggling to keep up with its needs.

Furthermore, while Utah's scholastic test scores are relatively strong compared to other states (ranking 12th in the nation) and scores for Jordan District itself are "above average," they do not reach the level they could and should in a region where the State of Utah ranks #1 for ACT scores for students headed to college, but only a middle-of-the-pack 23rd for students not progressing to higher education.

A study of the communities served, and the current data indicates the Jordan District is the sweet spot in Utah's educational systems that has the highest need (due to growth and increasingly failing budgets) that is also coupled with the highest unmet potential for positive impact based on district dollars spent for an additional and well-focused charter school in this district.

Characteristics of ThriveAcademy that set it apart from all others in the Jordan District (and beyond):

ThrivePoint Academy's Mission and Vision is to provide an innovative alternative school choice in a flex-blended model that responds to students' individual learning needs by combining in-person, online and remote education in a structured and personalized learning environment.

These aspects are well covered in the TPAU application, including the flex-blended learning model, the innovative approaches to learning via personalized schedules, student success coaches, mastery-based learning and special programs to bridge achievement gaps, the opportunities to earn college credit and the creation of a safe, supportive environment for diverse and non-traditional students.

We can map the educational needs of Jordan School District students directly against the 2025 forecast of students served against need on ThrivePoint's charter proposal, Page 3.

Jordan School District anticipates an increase of 900 students in the coming 5 years. TPAU could accommodate 620 of these, which is an urgent need allowing TPAU to provide an attractive alternative for the district's students. However, TPAU's future model is stronger still when we factor in its ability to also support students from beyond the Jordan District as well, due to its flex-blended model.

Researchers have available data to map the Jordan School District's and the state of Utah's need for increased support for diversity and special populations. TPAU has an attractive

methodology to answer the need for options to serve special populations. TPAU provides flexible and customized learning options, empowerment for students, and an emotionally supportive environment for at-risk students. TPAU's customized learning environment has the potential to improve performance outcomes for special populations and for at risk students.

The Pathway is Clear

TPAU is the solution that meets the widest possible demographic in the Greater Jordan District of Utah with a highly attractive future choice and can do so at no additional out-of-pocket or taxation for parents than the district and its families are already facing.

Marketing and Enrollment: How Will We Ensure Sufficient Uptake?

The need and numbers present such a compelling case that we believe ThrivePoint's primary approach to the community should simply be education, widely shared, that the program is available to the communities and to and through the school boards. The metric proof for the growing and even dire need TPAU fulfills is highly compelling entirely on its own.

However, when we couple this high need with the improved school environment, greater support for individual disabilities or demographic needs and a lower ratio of student-to-teacher support, the case for TPAU is impossible to ignore. This is a scenario in which everyone wins. Public relations (especially educative PR) and marketing will be the strategy that wins success in the enrollment numbers we've outlined.

Innovative, Diverse and Immersive Marketing

In this section, we will cover the process the TPAU Board has undergone thus far to demonstrate outreach to the community and outline the plan for recruitment and enrollment of students. We will be publicizing and marketing the TPAU programs continually and will market to a broad cross-section of families and prospective students that include students with diverse racial, ethnic, linguistic, and socioeconomic backgrounds and students with disabilities.

It is important to note that the prospective TPAU in West Jordan, Utah comes on the heels of successful ThrivePoint Academy locations in Arizona and Taylion Academy locations in California. The track records of these academies, as well as the strategy and path of the marketing activities that have ensured Arizona's and California's success, provide strong assurance of TPAU's prospective success in the Jordan District. These schools can also serve as an excellent template for the marketing activities we employ in West Jordan.

PR strategies

TPAU will inform residents and prospective students about the school, its educational goals and its successes through local media, including the West Jordan Journal and the South Jordan Journal, which target the proposed core residents. Other media outlets include city journals, The Salt Lake Tribune, Deseret News and local TV stations. Potential campaigns include major school milestones, student achievements, thought leadership articles and community benefits.

Thought leadership

To help TPAU be seen as a leader in education and in the target community, the school will write informative articles for students, parents, community members and others in local and educational media.

Community involvement

TPAU will be heavily involved in the community through events and organizations. Some ideas could include farmer's markets, city events, career fairs, educational fairs, chambers of commerce, sponsorships, etc.

Diverse community groups

TPAU will target and participate in underserved and lower economic communities through community churches, food banks, service programs and other community groups.

Partnerships with local charter schools that serve only elementary students

TPAU will partner with nearby charter schools that serve elementary students. Partnerships could include providing information about TPAU to prospective students, educating students about how to succeed in high school, classes and career programs available in high school and beyond, and service to those schools to create a bond between student populations.

TPAU events

TPAU will host community events where current and prospective students and their families can learn about education solutions and/or have fun together. These events will be held regularly to create a bond with the community. ThrivePoint hosted and will continue to host community events and forums to inform and seek input from community members.

Since ThrivePoint Academy's charter petition approval, TPAU hosted a community focus group facilitated by Dr. Dani Sloan, University of Utah Professor, to gain feedback and build connections with stakeholders. Key takeaways from the event included: interest in the prospect of having a blended learning school in their area; desire to have opportunity to socialize with peers as part of their school experience; and want their student to be career-ready with skills that would help them in the workplace; and have opportunities to develop strong social-emotional and leadership skills (See [community focus group summary](#)). TPAU is committed to host community focus events to continue to best serve students in the community.

Community service

TPAU will provide community service to local organizations, families or individuals. School leaders, students and their families will volunteer in local cities and charity organizations.

Community partnerships

TPAU will form community partnerships to expose students to various trades, skills and careers. Partnerships could include Women Tech Council, STEM programs through Utah.gov, entrepreneurship groups, Silicon Slopes, trade associations and other organizations. Partnerships

would consist of participating in their events and providing leadership of the organizations from parents and school staff (See [ThrivePoint MOUs](#)).

These activities will allow the community to see the outcomes and advantages of the TPAU program in their region and give our students and their families the opportunity to shine.

All TPAU marketing activities and programs will be rich in case-in-point examples, allowing all recipients of the message to receive it with both right and left brain (both metric and emotional) understanding of both the benefits and the great need for the human life outcomes TPAU's form of academic and life education can bring.

Digital Marketing

TPAU works with strategic partners for website design, branding, and digital marketing services.

Brand Style Guide - LMEG, as TPAU's education service provider, contracted with Big Red Jelly to develop a brand style guide specifically identifying marketing items for ThrivePoint Academy of Utah. This style guide included a brand pulse which included the following items:

- Who we are
- Positioning
- Vision
- Mission
- Values
- Voice
- Why us?

In addition to the brand pulse, the Big Red Jelly team created a visual identity for TPAU that included the following:

- Logo variations
- Logo Guidelines
- Typography
- Typography Guidelines
- Color Palette
- Color Guidelines

The TPAU brand style guide is included as an attachment.

Website Design – Big Red Jelly is working with TPAU to develop a comprehensive website that includes

1. Discovery – clarify goals, needs, review progress.
2. Planning – set up tools and teams, align workflow, start work.
3. Brand & Build – weekly video calls, collaboration & revision, online tool integrations, pre-Launch checklist, create something AWESOME.
4. Launch & Optimize – post-launch checklist, shared files and Access, Training & Walkthrough.

5. Growth Strategy – 1 to 1 strategy call, growth tools & analytics, marketing & advertising strategy, prepare for growth.
6. Web Support & Strategy – recurring strategy calls, web support, online tool support, CRO, online strategy & growth.

TPAU is still working with Big Red Jelly on the final version of the website. The current website is live and is at www.thrivepointutah.com

Google Analytics – LMEG as the ESP for TPAU has contracted with Charter Connect to provide digital marketing services including Google Analytics. This includes setting up this data tracking tool as a key component in determining the effectiveness of TPAU’s digital marketing campaigns. Charter Connect will help with calculating the cost-per-enrollment allowing TPAU to effectively evaluate the marketing strategy.

Nrollio – Charter Connect provides an automated enrollment funnel that helps parents and students through TPAU’s enrollment process via email and sms messaging. This tool is vital in capturing contact information and turning leads into students.

Google/Search ads – TPAU plans to work with Charter Connect on Pay-Per-Click marketing to place the school at the top of the Google list and ahead of the competition when parents search for a charter school near them. TPAU will utilize search term ads targeted to the potential student population area to recruit new students and also recruit a more diverse student body.

Search Engine Optimization Strategies – Charter Connect assists with on-page and off-page optimization to assist TPAU to climb Google’s organic search rankings. This includes content creation, Google reviews, blog writing, and link building. TPAU will maximize its website to take advantage of key search terms that parents and students search for to recruit students and gain community support.

Email marketing – Charter Connect will help TPAU with sending emails to prospective families in the West Jordan area. TPAU will conduct email marketing campaigns to recruit new students and keep current students and stakeholders informed. The campaigns will contain marketing content for the school along with educational content generated by the students, teachers and school leaders.

Content Creation & Social media Posting – TPAU will set up typical social media accounts, such as Facebook, Instagram, and LinkedIn, to recruit new students and keep parents and students informed. TPAU will post school information, events, recruiting deadlines, advantages of the school and also participate in educational discussions on social media with individuals, parents, current and prospective students, organizations and communities in a respectful, engaging way. Charter Connect will work with TPAU to generate consistent content.

TPAU may also participate in additional social media that parents and students view, such as YouTube, TikTok and Snapchat. YouTube videos can document ThrivePoint’s educational

system, discuss academic challenges and solutions for Utah and display fun events with the school. Those videos can be created with the help and participation of TPAU students. Snippets of those videos can be created for TikTok and Snapchat as appropriate.

Geotargeted and demographic social media ads - In addition to organic social media, TPAU anticipates using social media platforms to target and recruit prospective students (and their parents). Those channels may include Facebook, Instagram, LinkedIn, YouTube, and others. Each site allows TPAU to target the demographic characteristics of potential families that may be interested in the high school. These platforms also enable TPAU to target more diverse potential student populations, helping create a more diverse student body.

Targeted Marketing to TPAU's selected target population

TPAU does not plan to enroll all students, but has a program successfully designed to work with students who are either behind in credits or who may be looking for career education or a more flexible learning solution.

Prospective Student Persona – Juan (or Juanita) Pablo

According to environmental Public Health Tracking, as of 2021, West Jordan is home to 116K people, 92.9% which are US citizens and 12% of which were born outside the United States (<https://epht.health.utah.gov/epht-view/indicator/view/ChldPov.SA.html>).

As many as 28% of West Jordan's population are age 18 or younger (32,480) according to census reporter.org. Reports vary on the level of poverty affecting these children, but between 5.7% and 13.1% of West Jordan's children age 17 and younger (as many as 4254) are living in poverty (<https://censusreporter.org/profiles/16000US4982950-west-jordan-ut>).

For example, consider TPAU student persona, Juan Pablo. Juan was born outside of the U.S. but his family immigrated to the U.S. when Juan was three years old.

English is Juan's second language, and he has been challenged with health issues since he works long hours as his family runs a local Mexican food restaurant. As with many of the children with similar backgrounds, Juan finds it difficult to keep up with a full class schedule and he doesn't always have the time to stay up with his homework due to working with his family. While he is highly social and thrives on organized activities, he sometimes struggles to fit in at his traditional school.

Juan is exactly the type of student TPAU is designed to support. His family is unable to support a private school or private tutor to help him catch up with his school work. Juan's parents know that Juan dropping out of school would cause him to miss out on participating in social interaction and organized activities that are a valuable part of his journey to a fully employable and self-supporting adult.

TPAU can provide Juan a much lower teacher-to-student ratio, a student success coach that will help him to catch up on his classes and get on track to graduate, and provide greater access to organized activities, career training, apprenticeships, and greater flexibility in Juan's schedule so that he can work with his family and also stay caught up on his schoolwork. Such a personalized, flexible, and smaller learning environment can be the solution that allows a student like Juan to not only succeed but to thrive and to reach his highest potential.

How Can TPAU Market to this Persona?

A big key to succeeding with this persona is education of TPAU's existence and benefits to the public schools and teachers, to parents, and to the counselors who are brought in to "deal with" the children who face extra challenges in the traditional systems.

Section 5: Governance

Founding Board

ThrivePoint Academy of Utah's founding board is a team of diverse members with experience and expertise in all aspects of starting and successfully establishing charter schools including the following:

- training and developing local school administration;
- assisting with curriculum development;
- developing online educational tools, resources, and curriculum;
- monitoring the effective use of technology in K-12 education;
- working with staff and consultants to assure compliance with special populations including students with IEPs or students identified as English language learners;
- establishing, training, and leading governing boards and non-profit organizations;
- managing business and finance activities including establishing budgets, banking relationships and state compliance;
- assuring that school leadership and staff are trained and effective in charter school legal and educational compliance and monitoring activities.

The founding board oversees and leads all activities related to charter school application development and initial establishment of the school. The founding board consists of members with experience in professional environments, either working with charter schools or working with the special student populations or students in need of alternative learning environments. The founding board works together with commitment to fulfill the mission and vision of ThrivePoint Academy of Utah. All current board members have completed a Background Information Sheet and agree to have a background check completed upon approval of the charter.

Startup Board

Upon charter approval, ThrivePoint Academy of Utah will operate under Title 16, Chapter 6a, Utah Revised Nonprofit Corporation Act. ThrivePoint Academy of Utah was approved on June 23, 2023 as a non-profit corporation by the Utah Department of Commerce. This organization was established for the sole purpose of operating as a public charter school in Utah. Upon approval of the charter, the board will move forward with obtaining 501C(3) status with the IRS.

Upon approval of the charter and after the management services agreement is approved by the non-conflicted members of the startup board, Shannon Creamer Smith, current Board Chair, will transition to becoming the Executive Director of the school. Shannon Creamer Smith will recuse herself from any voting on matters related to approving potential agreements with LMEG. Additionally, the remaining non-conflicted board members will work independently with TPAU's attorney while taking the appropriate steps to assure that the agreement with LMEG will be at a reasonable rate and at fair market value when compared with other educational service providers. More detail on this can be found in Section 8.

If LMEG's agreement with ThrivePoint is established with Shannon Creamer Smith as the Executive Director, Shannon would continue to serve on the board as a non-voting member. The founding board membership includes five members. All current founding board members intend to continue serving on the board. As the startup board transitions to the school governing board, TPAU desires to extend the school board membership from five to seven members. Additional board members will be appointed by the current board members per the board's bylaws.

School Governance Board

Upon opening of the school, the governing board will continue to seek out board members representing diverse regions of Utah and educational stakeholders so that state-wide educational needs and interests are addressed. Board members may include, but are not limited to: community members, educators, business owners, and parents of current ThrivePoint Academy students. Since ThrivePoint Academy of Utah is a blended learning school with a significant online component, board members can reside throughout Utah and board meetings will be held virtually. ThrivePoint Academy seeks to represent diverse geographical regions of Utah as well as diverse areas of expertise. ThrivePoint Academy plans to organize committees which will meet the needs of the school and reflect best governance practices. These committees, related to school operations, academic compliance, and school finance and budgeting, will allow parents an opportunity to contribute their time and expertise to the school and to participate tangentially in board governance. Board committees will prepare parents who want to serve on the board by giving them experience in school governance and the culture of the board as they work closely with ThrivePoint Academy board members.

All decisions impacting the application and the establishment of ThrivePoint Academy of Utah will be voted on in board meetings at which a quorum is in attendance. Upon school approval, all board meetings will become public with agendas and minutes posted in accordance with state regulations regarding public entities.

As stated in Appendix B, Articles of Incorporation, neither the charter school authorizer nor the state, including an agency of the state, are liable for the debts or financial obligations of the ThrivePoint Academy of Utah, nor are persons or entities that operate the charter school.

Section 6. Staffing

Meeting the Mission of ThrivePoint through Quality Staffing

ThrivePoint's philosophy for finding the right teachers, student success coaches, and support staff is rooted in the belief that education is transformative and that the right educators are catalysts for that transformation. Through a rigorous selection process that evaluates both qualifications and alignment with our values, ThrivePoint seeks a diverse staff with creative yet concrete skills, a collaborative spirit, and nurturing mindset.

Building our ThrivePoint Team

ThrivePoint will recruit teachers along the Wasatch Front by offering competitive salary and benefits, on-going professional development, work-life balance, and a culture of achievement for teachers and students. The school will also offer that rare environment in secondary education in which teachers and mentors are provided with adequate support personnel and resources in order to do their jobs collaboratively and successfully. The school intends to dedicate the bulk of its budget to the compensation and benefits of teachers and support personnel.

Compensation and benefits packages at ThrivePoint will be competitive with those of Jordan School District, the district of residence, as well as charter schools in the surrounding area, but the school will also consider compensation and benefits of schools along the Wasatch Front generally as it attempts to meet or exceed the compensation and benefits of nearby schools.

ThrivePoint will give preference in hiring to licensed teachers and, secondarily, to those with high demonstrated competency in content areas who are willing to enter alternative licensing programs with the school's support. In an effort to recruit teachers, the school will attend teacher employment fairs in the area, usually sponsored by universities and charter associations, in order to showcase its model, programs, and culture.

As the school interviews and offers positions to teachers and support staff, the school will preference those individuals who demonstrate a growth mindset, support the flex-blended model of the school, have experience working with alternative student populations, have experience working with students receiving special services, and have areas of speciality or experience that could benefit ThrivePoint's students.

The school will require potential teachers to have an active Utah teaching license. For individuals who wish to enter alternative teacher licensing programs, ThrivePoint will require the acquisition of a CACTUS ID number and background check through the Utah State Board of Education and the USIMS database. All non-licensed personnel will also complete a background check through the Bureau of Criminal Investigation where the school will establish available accounts so that the school can ensure that its personnel have received the state-required background checks. The school will also check references of all personnel and ask the state-required questions of previous employees concerning allegations of or disciplinary measures imposed on an employee for child abuse, child molestation, and similar. The school will also take any other measures required by Utah State law or USBE rule in recruiting, vetting, and hiring potential public school employees.

ThrivePoint will provide training prior to the start of the school year on policies, ethics,

medical basics, and other training required in USBE rule, as well as training related to ThrivePoint’s innovative model. Teachers and support personnel will receive on-going, annual training in best practices, practices to support the flex-blended model, and targeted support and mentoring based on their experience, years of teaching, and state requirements related to mentoring and coaching.

ThrivePoint will ensure that it resolves conflicts of interest that arise between and among board members, administrators, and employees. Thrive Point will require that conflict of interest form be signed annually and updated whenever a potential conflict arises. Additionally, ThrivePoint will adhere to the provisions in Utah Admin. Code [53G-5-409](#) regarding the resolution of conflicts of interest including those concerning relatives of current employees.

Preoperational Year Staffing

ThrivePoint will fill several key positions during its preoperational year in preparation for Year 1 with students. The chart provided below identifies several positions that will be filled during the school’s preoperational year. Doing so ensures that staff are properly trained, tools that will be used by staff such as the student information system (SIS), learning management system (LMS), online curriculum, back office software/tools, etc. are firmly in place prior to Year 1. The Executive Director, provided by LMEG, will have direct oversight of the school’s operational development, hiring processes, vendor relations, marketing and enrollment efforts, and community relations. The Executive Director will formally begin working on school initiatives upon approval of ThrivePoint’s charter application. Hiring of other key positions will be done at strategic times over the course of the preoperational year. The Founding School Principal and specific support staff will begin prior to January 2026. The majority of the school’s instructional staff will be offered employment in April/May of Spring 2026. All hired staff will participate in intensive onboarding, systems training, organizational development and communication, and will be pivotal to new student enrollment, community events, and other school sponsored events designed to create a high level of visibility in ThrivePoint’s local community.

ThrivePoint Academy of Utah Enrollment & Staffing Projections				
Grade Level Proj Enrollment	Grade Level	Year 1	Year 2	Year 3
	7	50	65	80
	8	50	65	80
	9	75	95	115
	10	75	95	115
	11	75	95	115
	12	75	95	115
Total Projected Enrollment		400	510	620
Position	Year 0	Year 1	Year 2	Year 3

ThrivePoint Academy of Utah Enrollment & Staffing Projections				
Superintendent	1	1	1	1
(Founding) School Principal	.75	1	1	1
Learning Center Coordinator	0	0	1	1
SPED Coordinator	0	1	1	1
Workforce Coordinator	0	1	1	1
School Counselor	0.25	1	1	1
Teacher (HS) - Core	1	4	5	8
Teacher (MS) - Core	0.5	2	3	4
Teacher - EL/TESOL	0	1	1	1
Teacher - Special Education	0	2	2	3
Student Success Coach (SSC)	1	8	11	13
Retention Specialist	0	1	1	1
Registrar	0.25	1	1	1
Administrative Assistant	0.5	1	1	1
Network Tech/Administrator	0.5	1	1	1
Total FTE	5.75	25	31	38

Executive Director

The Executive Director of ThrivePoint Academy of Utah is a pivotal leadership role responsible for steering the institution towards the realization of its mission and vision. This position will be contracted and funded by Learning Matters Educational Group beginning in the school's preoperational year. The Executive Director will implement policies and procedures that ensure the fulfillment of our educational goals. The Executive Director will oversee all coordinator positions, ensuring the faithful implementation of ThrivePoint Charter School's policies and procedures by coordinators and teaching staff. This role will be instrumental in creating an environment that fosters academic excellence and supports students in reaching their full potential.

Key Responsibilities:

- Providing leadership and training to coordinators, fostering their professional growth and ensuring their compliance with institutional policies.
- Collaborating with department coordinators to facilitate the timely sharing of information, processes, and procedures across departments, maintaining consistency in our approach.

- Actively participating in leadership meetings, contributing to strategic planning, and promoting collaboration across the institution.
- Monitoring compliance with educational standards and tracking overall academic progress to maintain and enhance the quality of education.
- Participating in the hiring and evaluation of staff members, approving staff salaries for presentation to the Board for final approval, and managing stipends, overtime, and time off requests.
- Reviewing and approving policy exception requests, ensuring adherence to school policies and procedures.
- Overseeing the appropriate provision of Special Education (SPED) services to students, ensuring that individual needs are met.
- Representing the school effectively, and ensuring a smooth partnership with ThrivePoint's board members and UCSB representatives.
- Responsively addressing parent concerns and maintaining open lines of communication with the school community.
- Implementing the accreditation action plan, working towards continuous improvement, and institutional advancement.

Qualifications:

To excel in this role, the ideal candidate should possess the following qualifications:

- A Master's Degree in Education or a related field.
- A minimum of 5 years of teaching experience, preferably in charter and/or online schools.
- At least 2 years of administrative experience, preferably in a charter and/or online school.
- A proven track record of compliance within public schools, with a preference for experience in charter schools.
- Exceptional organizational skills, effective interpersonal communication, and proficiency in personnel management.
- Ability to lead and supervise a diverse group of professionals, work both independently and collaboratively, and display self-motivation.
- Proficiency in using electronic communication methods.
- This is a 12-month, full-time position that does require travel within and out of the state of Utah and work outside regular school hours

Founding Principal

Our founding school principal will lead the organizational goal of opening its doors to students for the 2025-2026 school year. The founding principal will work with organizational leadership to build a positive footprint in the local community, build lasting and strategic relationships with local leaders, schools, businesses, families, and potential students in preparation for the 2025-2026 school year. The founding school principal will be a key leader during the school's application phase, school location build out, and assist in the school's strategic opening plan ensuring ThrivePoint Academy of Utah is fully prepared to provide students with a high-quality educational experience.

Key Responsibilities of Founding Principal

- Work with the school board, ensuring adherence to school board policies, regulations, policies, procedures, processes, and governance;
- Make recommendations to the school board related to staffing, funding, facilities, community engagement, curriculum and instruction, and keep the school board apprised of school-related issues, events, and community engagement efforts;
- Actively engage families and students navigating the enrollment process, ensuring a seamless and helpful experience for all involved;
- Ensure the school is in compliance with all state and federal requirements for operations and performance;
- Manage recruitment, staffing, and professional development in preparation for the school's opening;
- Follow school financial requirements and accountability to fidelity; responsibly managing school budget(s) ensuring the appropriate use of funds related to school operations and expenses;
- Manage school leadership team, school calendar, school goals, and monitor academic outcomes;
- Pursue professional growth opportunities for staff and self. Opportunities included but are not limited to establishing an annual internal professional development/training program for staff, facilitation of and participation in workshops and conferences that support the growth of the school's goals;
- Provide all students equal access to an educational experience designed to meet their needs as evidenced by their ability to access their courses, the hiring of high-quality education professionals committed to student support and excellence, safe learning environments, and personnel that are knowledgeable in post-secondary options that students can connect with;
- Adherence to all state testing requirements;
- Monitor and maintain student attendance policies, appropriate levels of student attendance, and accurate attendance records and reporting;
- Ensure appropriate access to materials for all students including but not limited to students pursuing credit recovery, acceleration, students receiving special education services, students with 504 plans, and ELL students

Founding Principal Qualifications

- Bachelor's Degree (Master's preferred) from an accredited four-year college or university
- Minimum 5 years teaching experience
- Minimum 3 years experience in school and/or district leadership positions
- Proven management/leadership experience at the school and/or district level, managing leadership teams and instructional and non-instructional school staff

Teacher

Our high school teachers play a pivotal role in engaging students through online courses, as well as providing in-person support on a weekly basis. Responsibilities include, but are not limited to: engaging students using our online curriculum and learning management system by implementing instructional strategies that allows students seeking credit recovery and alternative learning settings to demonstrate competency; providing weekly, in-person support sessions for students; ensuring their academic progress and well-being; collaborating with colleagues,

students, and parents to create a supportive and motivating educational experience; monitoring student progress, assess learning needs, and adjust teaching strategies accordingly.

Teacher Qualifications

- Bachelor's degree in education or a related field (Master's degree preferred).
- Valid Utah teaching license.
- Experience teaching in high school settings, with a preference for experience in online or virtual education.
- Proficiency in technology and willingness to adapt to new tech tools and platforms.
- Excellent communication and interpersonal skills, both in-person and virtually.
- Strong organizational and time-management skills.
- Commitment to serving all students, including those in need of credit recovery and alternative learning settings.
- Collaborative mindset and willingness to work with colleagues and students to achieve common goals.

ESL Teacher

The ESL Teacher will play a vital role in supporting the educational success of our EL students by providing targeted literacy support, conducting EL/TESOL testing, and ensuring that modifications and accommodations are provided to enable equitable access to coursework. Responsibilities include, but are not limited to: maintaining a caseload of all EL students, ensuring individualized attention and support; collaborating with teachers and instructional support personnel to provide necessary modifications and accommodations to meet the unique needs of EL students; administering EL/TESOL; analyzing test results to inform instructional planning and support strategies; working with ELL students both one-on-one and in small group settings to enhance their academic and literacy skills; collaborating with other educators to ensure that EL students can equitably access online courses and meet academic requirements.

ESL Teacher Qualifications

- Bachelor's degree in Education or a related field. A Master's degree is preferred.
- Valid Utah teaching license.
- Bilingual proficiency in English and another language.
- Strong knowledge of EL/TESOL methodologies and best practices.
- Experience working with ELL students and a deep understanding of their unique learning needs.
- Familiarity with Utah EL/TESOL testing requirements and procedures.
- Strong communication and collaboration skills.
- Technologically proficient to effectively support online course delivery.

Special Education Teacher

Special Education teachers play a crucial role in empowering students with diverse learning needs to achieve their full potential. Special Education teachers serve as an advocate and guide for students assigned to their caseload, ensuring that they receive a tailored and comprehensive education experience. Responsibilities of a Special Education teacher include, but are not limited to: maintaining accurate and relevant IEPs for each student on their caseload; providing a least restrictive learning environment for learning, monitoring and tracking the academic progress of

students; collaborating with teaching and support staff to ensure the proper implementation of all accommodations and modifications specified in the IEPs; completing annual updates and continuous monitoring of student's progress; assisting with state-mandated testing, review testing accommodations and modifications; and providing valuable input to teachers and school leadership regarding the school's online curriculum, access to support services, and related resources to enhance the learning experience for students with special needs.

Special Education Teacher Qualifications

- Bachelor's degree in Special Education or related field (Master's degree preferred).
- Valid state teaching certification in Special Education.
- Knowledge of and experience with IEP development and management.
- Excellent communication and interpersonal skills.
- A strong commitment to inclusivity and individualized learning.
- Ability to work collaboratively with a diverse team of educators and support staff.

Student Success Coach

Student Success coaches build strong relationships with students, providing academic support, and assisting them in navigating the path to postsecondary readiness. While SSCs are not teachers, they play a pivotal role in monitoring student progress and offering personalized support in 1:1 and small group settings. Key roles include, but are not limited to: establish strong student relationships by acting as their primary point of contact at ThrivePoint Academy; regularly monitor student progress in their online courses, ensuring they are on track to meet their academic goals; maintaining accurate attendance and course progress records to ensure a comprehensive overview of student performance; communicating weekly with students, parents/guardians, and team members to provide updates on student progress and engagement strategies; and, meeting weekly as a team to discuss and debrief student achievement, engagement strategies, and to further develop a strong team culture.

Student Success Coach Qualifications

- Bachelor's degree preferred but not required.
- Experience in education, counseling, or student support services.
- Strong interpersonal and communication skills.
- Proficiency in monitoring student progress and using relevant tools and systems.
- Develop partnerships with postsecondary communities.

Counselor

ThrivePoint Counselors provide academic and social-emotional support, assisting with the development of the school's master schedule, and helping students prepare for their postsecondary endeavors. They are vital in the development in ThrivePoint's master schedule meet both the academic need of each individual student. Utilizing our student information system, counselors review and evaluate students' transcripts to ensure they are on track for graduation and meeting postsecondary requirements. They guide and support students in preparing for their postsecondary education, including college applications, financial aid, scholarship opportunities, and career planning.

Counselor Qualifications

- Bachelor's or Master's degree in School Counseling or a related field.
- Prior experience in a high school counseling role or related educational positions.
- Strong communication and interpersonal skills.
- Familiarity with student information systems and online curriculum platforms.
- A commitment to promoting the academic and personal development of students.
- Empathy and an understanding of the unique needs of high school students.

Learning Center Coordinator

The role of the Learning Center Coordinator (LCC) is to foster a positive and inclusive learning environment while actively engaging with local community organizations, chambers, and events. The LCC will collaborate closely with school and district leaders to ensure the smooth functioning of the Learning Center, which is at the heart of our educational mission. Key responsibilities include, but are not limited to: promoting the use of technology in the teaching/learning process including the Student Information System (SIS), Learning Management System (LMS), curriculum portals, assessment tools, and more; provide support to the Student Success Center (SSC) team; actively promote the school within the local and surrounding communities; support school improvement plan (SIP) efforts related to community members, students, and staff; and manage campus-specific accountability related to the daily operations of the school campus, including compliance-related directives.

Learning Center Coordinator Qualifications

- Bachelor's degree in education, educational leadership, or a related field (Master's degree preferred).
- Teaching and administrative experience in a high school setting.
- Knowledge of educational technology and its integration into the learning process.
- Commitment to fostering an inclusive and equitable learning environment.
- Experience in community engagement and outreach.

Workforce Coordinator

The Workforce Coordinator is responsible for identifying postsecondary opportunities, and ensuring the success of our students as they transition to the next phase of their education and careers. The ideal candidate will be an excellent communicator and leader, passionate about empowering young minds to achieve their "Next Big Steps." Key responsibilities include, but are not limited to: serving as a highly visible school leader, actively engaging in community events and representing the school; disseminating information to students and families regarding local resources, training opportunities, and potential careers; planning engagement opportunities that connect students with resources related to their "Next Big Steps." These may include guest speakers, field trips, job opportunities, college/career signing days, and workshops for students and families on topics like finance, scholarships, FAFSA, and application completion support; assisting the executive director and principal in securing funds and establishing a budget that supports community engagement and postsecondary activities effectively; preparing reports, designing surveys and analyzing survey data, creating agenda items, and generating other work products related to community engagement and postsecondary readiness activities; and planning engagement opportunities for students, connecting them with resources related to their "Next Big Steps," including guest speakers, field trips, job opportunities, and college/career signing days.

Workforce Coordinator Qualifications:

- Bachelor's degree in a related field (Education, Community Engagement, or equivalent experience).
- Strong communication and interpersonal skills.
- Proven ability to build and maintain community partnerships.
- Demonstrated experience in organizing events and activities for high school students.
- Knowledge of postsecondary education options, scholarships, and financial aid resources.
- Budget management and fundraising experience preferred.
- Proficiency in research, data analysis, and report preparation.
- A passion for helping students succeed in their postsecondary pursuits.

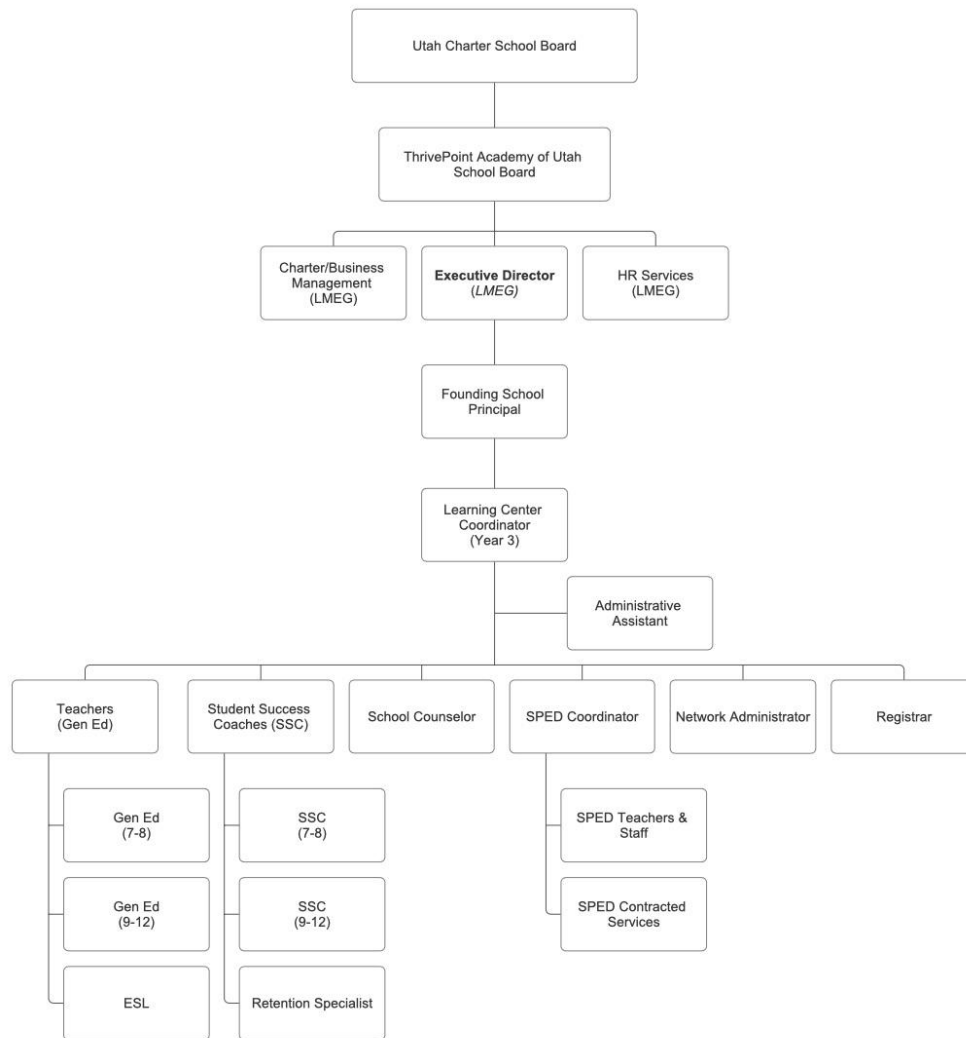
Retention Specialist

The primary focus of the retention specialist is to re-engage students who are facing challenges in attending school regularly, making adequate course progress, or maintaining consistent communication with their teachers and support staff. Key responsibilities include, but are not limited to: Identifying factors affecting students' consistent participation in school activities and course progress; collaborating with students to create personalized re-engagement plans and provide ongoing support; maintaining accurate contact logs to document interactions with students and their progress; and communicating relevant information to ThrivePoint staff for the purpose of enhancing support and intervention.

Qualifications

- Bachelor's degree in education, psychology, social work, or a related field (preferred).
- Proven experience in education, counseling, or student support roles.
- Strong problem-solving and conflict resolution abilities.
- Proficient in using technology and maintaining accurate records.
- Ability to work collaboratively with teachers, support staff, and students.
- Knowledge of educational and community resources in Utah.

Organizational Chart



6a. Required Employment Policies

Criminal Background Check

Per Utah Legislation 53G-5-408, the following individuals are required to submit to a criminal background check and ongoing monitoring as provided in Utah Code Section 53G-11-402:

- (1) an employee of a charter school who does not hold a current Utah educator license issued by the state board under Title 53E, Chapter 6, Education Professional Licensure;
- (2) a volunteer for a charter school who is given significant unsupervised access to a student in connection with the volunteer's assignment;
- (3) a contract employee, as defined in Section 53G-11-401, who works at a charter school;
- (4) a charter school governing board member.

ThrivePoint will require proof of completion of criminal background checks for all staff who do not hold a current Utah educator license, volunteers, contract employees, and governing board members before employment or service can be contracted. Results of criminal background check, for the DOJ, must be obtained by ThrivePoint before any person has unsupervised access to any ThrivePoint student.

Employment of Relatives

Per Utah Legislative Code 53G-5-409: Regulated Transactions and Relationships - Definitions - Rule Making:

- (2) (a) Except as provided in Subsection (2)(b), a relative of a charter school officer may not be employed at a charter school.
 - (b) If a relative of a charter school officer is to be considered for employment in a charter school, the charter school officer shall:
 - (i) disclose the relationship, in writing to the other charter school officers;
 - (ii) submit the employment decision to the charter school's governing board for the approval, by majority vote, of the charter school's governing board;
 - (iii) abstain from voting on the issue;
 - (iv) be absent from the portion of the meeting where the employment is being considered and determined.
- (3) (a) Except as provided in Subsections (3)(b) and (3)(c), a charter school officer or a relative of a charter school officer may not have a financial interest in a contract or other transaction involving a charter school in which the charter school officer serves as a charter school officer.
 - (b) If a charter school's governing board considers entering into a contract or executing a transaction in which a charter school officer or a relative of a charter school officer has a financial interest, the charter school officer shall:
 - (i) disclose the financial interest, in writing, to the other charter school officers;
 - (ii) submit the contract or transaction decision to the charter school's governing board for the approval, by majority vote, of the charter school's governing board;
 - (iii) abstain from voting on the issue;
 - (iv) be absent from the portion of the meeting where the contract or transaction is being considered and determined.

Employment Evaluations

Per Utah Legislative Code 53G-5-302, all ThrivePoint employees shall participate in evaluations. Each employee will meet with his/her direct supervisor to complete an evaluation annually. Teachers will set annual goals based on the Utah Effective Teaching Standards. Teachers' annual evaluations will be based on a combination of observations and teachers' demonstration of best practices. These best practices will be aligned with the Utah Teaching Standards. Teachers will be provided with a goal worksheet at the beginning of the year. Supervisors will also observe teachers throughout the year based on an [observation form](#) aligned with the Utah Teaching Standards. Teachers and supervisors will meet shortly after each observation to discuss the observation and what targeted interventions are needed to support teachers in achieving their individual goals and the standards. Besides these observations and feedback meetings, teachers will have the opportunity to evaluate themselves

by entering self-scores and commentary. Teachers' self-evaluation will be submitted to their direct supervisor by a set due date in the Spring of each school year. Supervisors will then score and comment on the same criteria. The employee and supervisor will then schedule a meeting to review teachers' observations, achievement of annual goals, and the teachers' self-evaluation prior to the end of the school year. All employees may request to have any of their [evaluations](#) reviewed by the Executive Director.

Teacher and staff evaluations will go hand-in-hand with teacher mentoring and instructional coaching. ThrivePoint will mentor all teachers who are in their first to third year of teaching and will provide instructional coaching for targeted support. Observations and evaluations will include opportunities for teachers and staff to collaborate on what resources and supports are needed to help them improve in their skills and knowledge relative to their subjects, pedagogy, or ThrivePoint's education model. ThrivePoint will provide teachers with the resources, opportunities, mentoring, modeling, and coaching needed to reach their professional goals.

Section 7: Business & Operations Plan

ThrivePoint Academy of Utah (TPAU) is committed to building a sustainable budget with a school that is capable of growth within West Jordan and the state of Utah. The TPAU governing board will work with school leadership and the school's financial back office provider, in conjunction with the Education Service Provider (EPS), to develop and monitor the budget on a monthly and annual basis to ensure that both state and federal funds are maximized and spent in compliance with state and federal statutes. TPAU understands the important role that budgeting, and finance plays in operating a charter school and the board will work diligently to assure that funds are maximized to accomplish the mission and vision of the school.

Startup Year

TPAU plans for a 2025-2026 school year opening with a Startup year in 2024-2025. TPAU intends to hire a Founding Principal position and contract with Learning Matters Education Group as an outside Education Service Provider (ESP) for business management to support the development of a quality program. Hiring will come from funding from the Utah Charter School Revolving Loan Fund and/or from a start up loan from LMEG. For the Startup Year, TPAU has included \$300,000 in revolving loan funds (see Startup Year budget row 13) which will be paid back over a five-year period, with the first year being interest only payments (see Startup Year and Operation Year 1 and 2 budgets, line item 45.830, and 45.840. The interest rate used in the budget is the higher of one half of the Triple A Bond Rate available on the date of loan recommendation by the Committee, or 2%). If necessary, TPAU can also receive a start up loan from LMEG, the prospective ESP for the school, to cover any cash flow shortages. LMEG is willing to provide up to \$500,000 in start up funds for TPAU to be able hire essential staff for the Startup year, to assist with establishing a school site, and to assist with marketing and student recruitment efforts to establish a solid wait list before school starting for fall of 2025. LMEG will provide this loan at a below market rate and will give TPAU up to two years after school operations to pay back this loan.

Audit and Controls

TPAU will contract with an independent CPA firm to conduct an annual independent audit at the end of each fiscal year as required by Utah State Law. Funds in the amount of \$15,000 have been budgeted for audit services and reporting, and annual IRS form 990 preparation and filing.

The audit report will be delivered to both the USOE and the Utah State Auditors' Office by November 30 each year in compliance with state requirements. TPAU will submit required monthly financial reports in the first year of operation, followed by required quarterly financial reports beginning in Year two.

If necessary TPAU will contract with an independent CPA firm to conduct a federal single audit at the end of the fiscal year if expenditures paid by federal grants exceed \$750,000. This will be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

Fundraising

TPAU does not plan to rely on donations for funding and operations. If any donations are received, any restricted donations will be used in accordance with the donor's request. Any unrestricted donations may be used at the discretion of the Board of Directors and/or Founding Principal, with input from the business management consultants.

Balanced Budget

In accordance with Utah State Law, Title 53A-3-303 and 304, TPAU will appoint a business manager from the contracted EPS with expertise and experience in charter school operations. The TPAU board will approve an annual budget in compliance with state law before the beginning of each fiscal year. During the fiscal year, the Governing Board and the Founding Principal will review the budgets and financial reports. Additionally, the Board will appoint a board member (Treasurer) to review and report on the ongoing financial activities of the school. The Treasurer (or the Board) will ensure that the Founding Principal is adhering to the approved budget and that the individuals charged with business activities are properly reporting such activities to the Utah State Office of Education Board and the State of Utah in a timely manner. Examples of financial reports that will be submitted in accordance with state statute or USOE requirements include: Annual Financial Report and Annual Program Reports, Monthly Financial and Enrollment Summary reports monthly for the Startup year and first year of operations; Negotiations Report; and following all necessary laws in regards to transparency and certifying at the end of each year these requirements have been met.

TPAU's Startup Year budget includes \$400,000 in the Startup Year as an awarded amount from the charter school start-up grant. While the maximum amount a school can receive is \$400,000 spread out over a three-year period, TPAU is applying for a total of \$400,000 based on annual enrollment.

TPAU's governing board will provide financial oversight by reviewing the cash flow activities of the school and will ensure proper expenditure of school funds. TPAU will work toward building an adequate cash reserve in the first year of operation. This cash reserve will be used for future unexpected events, possible decreases in state and/or federal funds or targeted future expenses. We anticipate the reserve balance percentage for full enrollment is 24%, 4% and 8% for the startup, first operational, and second operational years respectively. Breakeven enrollment is targeted at 320 for Year 1 and 340 for Year 2. The second operational year anticipates increased costs of between 24 and 30% for the various line items due to increase in student enrollment and a 4% increase to the WPU of \$4,629. Should interest rates and/or costs continue to increase at an unreasonable amount, the Education Service Providers budget item is adjustable and can be utilized to help offset other costs.

Contract Services

TPAU will comply with the state of Utah's purchasing and procurement procedures, circulate a Request for Proposal (RFP), and consider all qualified applicants before entering into any contract or agreement with a management company.

TPAU's Founding Principal and the ESP, LMEG will be charged with working with the governing board on a number of start-up activities such as recruiting and enrollment of students; recruiting and hiring teaching and classified staff with the skills to help the school fulfill its

mission and vision; procurement of textbooks, curriculum materials, other materials and supplies; implementing the technology plan; writing the teacher and staff handbooks and preparing a parent and student handbook.

The annual salary of the Founding Principal position in the Startup year is estimated to be \$75,000.

TPAU plans on purchasing computers and technology and estimates these costs to be \$288,470. TPAU will also lease administrative office space to serve as an enrollment office and to store admissions forms, student records and technology and materials that will be provided to students at the start of the first operational year. This space is estimated to be \$13,347 per month, with an additional enrollment office at approximately \$2,000 per month. TPAU has also estimated office supplies to be \$5,000 for the initial school Startup phase. TPAU has also set aside funds during the Startup year for purchased services and insurance. TPAU has budgeted legal fees of \$30,000 to retain an attorney to review contracts, leases, or purchase agreements, etc.

TPAU will secure a fidelity bond in the amount consistent with Utah Administrative Code R628-4-4. TPAU will ensure that the bond received is issued by a corporate surety licensed to do business in the state of Utah and having a current A.M. Best Rating of “A” or better. TPAU has budgeted to purchase insurance for \$50,000 for the first operational year. This bond will be renewed annually to remain in compliance with the aforementioned Utah Administrative Code.

7a. Budget

TPAU will continue to follow procedures adopted in the Startup year and first year of operation. The governing board will approve an annual budget in compliance with Utah state law before the beginning of each fiscal year and the governing board and the Founding Principal will continue to review the budget at least monthly to ensure financial stability. The fiscal year will begin on July 1 and end on June 30 of the following calendar year.

The TPAU governing board treasurer will also continue to review and report on the ongoing financial activities of the school, measuring and reporting on items related to the budget and cashflow and any additional items as deemed necessary. The treasurer and the governing board will continue to ensure that the Founding Principal is complying with the approved budget and that staff charged with school business activities are properly accounting for and reporting school activities to the governing board and the State of Utah.

Operational Years 1-2:

TPAU has applied to open school in August 2025. TPAU anticipates having a first year enrollment of 400 students in grades 7-12, and increasing enrollment numbers up to 510 students in operating Year 2 and 620 in operating Year 3.

Revenue:

During the 2025-2026 fiscal year, TPAU has budgeted to receive \$3,837,029 in total funding. This funding amount was determined using the charter school funding worksheet provided by the state of Utah (updated as of 8/23/22) on the application section of the Utah State Charter School Board, with an estimated statutory increase of 4% per year for WPU.

Textbooks, Curriculum & Library Materials:

\$363 per student has been identified for purchase of curriculum materials and textbooks in Operational Year 1, and \$421 for Operational Year 2. The materials budget line includes receiving and processing the materials and shipping the final kits to students.

Payroll & Benefits:

The projected salaries shown on the budget are based on expected averages for the positions listed. Benefits include medical, dental and vision partially paid by TPAU. The school will also offer a partial insurance waiver bonus. In lieu of participating in the State of Utah Pension / Retirement Fund, TPAU will offer a 5% employer matched 401K retirement account. The projected expenditures for the employer matched 401k are outlined in the *Other Employee Benefits* section of the budget template.

Teachers and Instructional Staff:

TPAU anticipates having an average teacher salary of \$57,000 in Operation Year 1, and \$59,850 in Operation Year 2. This is the upper end of the state average for Utah charter school instructors but is competitive and will be necessary to ensure that the school can hire highly qualified teachers in Utah. Instructional staff will also include SPED teachers and staff and at least one EL qualified teacher.

Staff Support Services:

TPAU plans on hiring additional support staff as outlined in section 6: Staffing.

Capital Facilities:

TPAU plans to lease capital facilities. TPAU has identified 8,320 sf of retail space at Riverpoint Plaza located at 1553 W. 9000 S. in West Jordan, UT 84088. In the future, TPAU would like to seek authorization for satellite locations where there is need and demand for its flex-blended model serving non-traditional students. TPAU has identified the West Jordan community in the Jordan School District as a high growth area with a need for more school options. More information can be found in the market analysis section. The lease agreement is for a rent of \$19.25 per sf totaling \$160,160 with the school negotiating a 50% reduction in the Startup year of \$80,080. The school will also rent a small office space for administrative use and to secure records and materials storage. This estimated cost is approximately \$2,000 per month.

TPAU is an online and blended learning school with a lean budget designed to accommodate over age and under-credited students in a flexible environment. Considering that capital expenses are lower than most brick and mortar schools, TPAU has funds available for specialized professional development for online and blended learning teachers and coaches. TPAU also provides chromebooks for online students and provides computer labs that are accessible at the school's resource center. Additional property and liability insurance is budgeted for administrative and support functions to be handled remotely and at the school's resource center.

Technology:

TPAU is an online, flex-blended learning school. This model requires significant resources for instructors and students to be successful. The budget includes Chromebooks for all students with

appropriate hardware and software as part of the school’s one to one initiative. Instructors will receive laptops that can support daily instruction via video feeds. Students without adequate internet connections will be provided with WiFi extenders, hotspots, and/or satellite internet access.

TPAU plans to acquire a student information system (SIS) that will allow for the school to collect attendance data from parents and students and submit attendance and student performance data to the Utah State Board for Charter Schools and other agencies as needed. The SIS budget is \$6,000. TPAU will utilize a learning management system (LMS). LMEG the school’s ESP has a proprietary LMS that delivers online curriculum and content that is specifically designed to serve the needs of ThrivePoint’s student target population. This cost is included in the management and curriculum and technology services that LMEG provides to TPAU.

Education Service Providers:

TPAU has budgeted \$2,400 per student to be paid to LMEG as a combination of both the management services provided by LMEG and for LMEG to be the curriculum and technology provider for online and blended learning students. TPAU does not plan to pay other vendors or education service providers to provide instruction or services to TPAU students. TPAU will not reimburse families who pay out of pocket for academic or extracurricular activities and TPAU does not plan to contract with other third-party service providers other than LMEG.

Listed below is an appendix of the Management Services provided by LMEG. Additional information on LMEG and the services provided can be found in Section 8.

ESP services to charter school	Incl'd in fee? Y/N	Perform Service? Y/N	Cost Pass Thru? Y/N
"Back office" functions (Accounting, A/P, A/R, Payroll, Inventory, financial, compliance, reporting)	Y	N	Y
Accounting	Y	Y	N
Bond Financing,	N	N	N
Capital Loans,	N	N	N
Cash Advances For Startup Funds,	N	Y	Y
Computer/Other Leasing	N	N	N
Compliance Mgt	Y	Y	N
Contract Mgt	Y	Y	N
Curriculum	Y	Y	N
Development of Curriculum and Instruction,	Y	Y	N
Establishment of College Guidance & Counseling Program.	N	N	N
Facility Leasing,	N	N	N
Finance	Y	Y	N
Food Servicing	N	N	N
Furnishings, Fixtures,	N	N	N

Grant Application/Processing costs	Y	Y	N
Safety	N	N	N
HR Management	Y	Y	N
Internal Control Process Development	Y	Y	N
Manage or Operate aspects of a charter school	N	Y	N
Professional Development and	N	N	N
Purchasing	Y	Y	Y
Supervision of building Design & Remodeling,	N	N	N
Technology Contracting,	Y	Y	N
Textbooks, Other Transactions,	N	N	N
Transportation	N	N	N
Marketing	Y	N	Y

Enrollment Assumptions:

The enclosed budgets account for the planned growth of the school as shown in the table below. TPAU plans to open with 400 students in year one in grades 7-12, increasing to 510 students in year two, 620 students in year three, 730 students in year four and 850 students in year five. The break-even analysis is conservative and contemplates a 320 enrollment rate for operational years one and 340 for year two. TPAU used an approach to ensure funds were still available from inception to ensure a timely and funded wind down in the event the closure plan outlined in section 7E needs to be implemented.

Grades and Specific Number of Students Served by Grade														Max Enrollment
Year 1	K	1	2	3	4	5	6	7	8	9	10	11	12	
SY __								50	50	75	75	75	75	400
Year 2	K	1	2	3	4	5	6	7	8	9	10	11	12	
SY __								65	65	95	95	95	95	510
Year 3	K	1	2	3	4	5	6	7	8	9	10	11	12	
SY __								80	80	115	115	115	115	620

Budget template for the preoperational year and the first two operational years is attached at the end of this application. Additional operational years are available upon request.

7b. Finances

The TPAU governing board will review the annual audit performed by an independent CPA firm selected and engaged by the governing board. Upon receipt and review of the annual audit report, the TPAU will oversee that management acts upon and addresses all comments and potential findings that arise from the independent audit. The Founding Principal will be

requested to report on the progress of these items regularly in board meetings and other correspondence with the governing board.

In accordance with Utah State Law, Title 53A-3-303 and 304, TPAU will appoint a business manager from LMEG the selected outside organization with expertise in charter school business management. The TPAU governing board will approve an annual budget in compliance with Utah state law before the beginning of each fiscal year. During the fiscal year, the governing board and the Founding Principal will review the budget and reports. Additionally, the governing board will appoint the board treasurer to review and report on the ongoing financial activities of TPAU. The treasurer will ensure that the Founding Principal is complying with the approved budget and that the staff members charged with the school's business activities are properly reporting activities to the Utah State Office of Education Board and the State of Utah in a timely manner. The treasurer will also ensure the school's records and reports are sufficient to meet insurance, annual audit, Audited Financial Report (AFR), and other key financial management obligations. Also, the treasurer will ensure that any grants or federal programs TPAU receives are administered according to established guidelines.

The TPAU financial team will also track and assess student attendance and performance to ensure that the school is meeting the needs of its students, but also to ensure the school has the necessary records to satisfy grant applications, eligibility, and reporting requirements.

The TPAU governing board will have a focus of financial oversight to provide checks and balances and to ensure proper expenditure of school funds. The governing board will also oversee cash flow activities of the school. TPAU will work toward building an adequate cash reserve in the first year of operation to be used for future unexpected events.

7c. Facilities

TPAU plans to have a retail resource center to allow students to learn in a blended learning environment. TPAU will have 100% online students that will not need to come to the resource center, but ThrivePoint has demonstrated success in Arizona by working with students coming to a school site. This option allows students to have their online learning supported with highly qualified teachers and student success coaches. Teachers and coaches can work with students in small groups in a personalized learning environment and the school has learning labs available for all students to be able to use computers and high-speed internet in a safe and supportive setting.

TPAU has identified 8,320 sf of retail space at Riverpoint Plaza located at 1553 9000 S. in West Jordan, UT 84088. This space will be the first of many resource centers that TPAU would like to locate throughout Utah. TPAU has identified the West Jordan community in the Jordan School District as a high growth area with a need for more school options. More information can be found in the market analysis section. The school will also rent a small office space for administrative use and to secure records and materials storage.

Most TPAU teachers will work onsite either at the school's resource center, or at the administrative offices. Some online teachers will have the option to work remotely from home, although it is TPAU's preference that all teachers work onsite. TPAU will hold regular staff

meetings both in person and virtually. TPAU will have full day all staff meetings for professional development and collaboration on a quarterly basis. TPAU will hold these meetings at local conference facilities or hotels that provide conference room space. TPAU is excited to offer in person activities such as park days, field trips, and community events so that students and parents can connect with each other and with their teaching staff.

7d. Pre-Opening Plan

TPAU has a relatively simple pre-opening plan compared to traditional brick and mortar schools. TPAU has identified an 8,320 sf retail space in West Jordan that the school would like to use as its first resource center. The resource center will be designed to be similar to ThrivePoint resource centers in Arizona with open spaces allowing students to work in small groups, with computer learning labs and areas for students to gather to work with teachers and coaches for their mini lesson activities. TPAU resource centers will be located in high traffic locations that will provide convenient access to near major bus stops and close to where students may be working or living.

TPAU's critical milestones for the school's pre-opening plan are the following:

Pre-Opening Plan Milestone	Date
Founding Principal and contracted business management company, LMEG start date	Estimated Spring 2024
Prepare and publish request for proposals (RFP) for services and products	Spring/Summer 2024
Finalize staffing and contingency plans	Fall/Winter 2024
Interview teachers and staff	January-May 2025
Initial offers given to teachers and staff	February 2025
Additional offers will be given based on contingency plan and enrollment projection numbers	
Student enrollment opens:	January 2025
Teacher and staff laptops acquired:	May 2025
Student materials kits and chromebooks ordered:	June 2025
Process laptops and software:	June-July 2025
Process student kit materials:	June-July 2025
All items are either shipped to students or picked up at resource center:	July-August 2025
School opens:	August 2025

7e. Closure Plan

TPAU recognizes that charter schools are accountable to their stakeholders, including the tax payers of the state of Utah, the students who attend the school and their parents, and to the charter authorizer. Based on national data, the number one reason causing charter schools to close is due to financial and managerial problems. TPAU recognizes that the flexibility and autonomy given to charter schools requires accountability to the stakeholders for both academic results and fiscal practices. If the school consistently fails to meet the expectations placed on it

as a public school and/or fails to take steps required to remedy identified deficiencies, then closure may be the best option for that school.

The TPAU governing board will establish a committee that will annually evaluate the school and determine whether the school is in line with the goals and standards contained in the Charter Agreement and this Charter Application. The committee will report its results to the governing board. In the event the school is not meeting its goals, the governing board will report the results of the evaluation to the Utah State Charter School Board. The Board will then form a committee that will develop a plan to address all deficiencies identified in the evaluation. This committee will report the plan to the Board, which will make any necessary adjustments, ratify the plan and instruct the Founding Principal to assemble a team to implement the plan. The plan will include milestones and deadlines for reporting progress to the Board. The Board, in turn, will periodically report progress to the Utah State Charter School Board.

In the event of a decision to close the school, TPAU will place the needs of students first and will attempt to conduct the process in a manner that will cause the least disruption to students' education.

This section establishes the process the school intends to take to close the school in an orderly manner pursuant to Utah Code 53A-1a-510 and 53A-1a-517. This process will be followed if the school voluntarily surrenders its charter or the Utah State Charter School Board revokes the school's charter.

Once the final decision to close has been made, there is a great deal of information that must be distributed to all affected members of the school community as soon as possible. The Utah State Charter School Board and the school will determine if the communications regarding the school closure would be more effective coming from the school or the authorizer. The necessary communications will need to be distributed multiple times and through multiple channels. Parents should be contacted through email, mailed letters, the school's website, or even through community newspapers. The goal of the communications will be to make closure as smooth as possible for all affected members of the community.

The school will deliver to the Utah State Charter School Board a closure plan no more than sixty (60) days from the public meeting at which the closure was approved by the TPAU governing board. The plan will include at a minimum (a) a custodian for the protection of student files and school business records, (b) a base office to be used during the closing, (c) the office address, contact information and hours of operation, (d) insurance that covers the school through the closing process, (e) plans for a complete financial audit, (f) an inventory of the school's assets, (g) a list of all the school's creditors, specifically identifying secured creditors and encumbered assets, and (h) specific plans to protect all school assets against theft, misappropriation and deterioration. All records will be retained.

Maintain Insurance:

The school will protect its assets and any assets in its possession that belong to third parties against theft, misappropriation, and deterioration by maintaining existing insurance coverage on its assets until the disposal of those assets.

Inventory Assets:

The school will perform a complete inventory of its assets and identify any items:

- Loaned from other entities,
- Encumbered by the terms of a contingent gift, grant or donation, or a security interest,
- Belonging to other contractors,
- Purchased with federal grants (dispose of such assets in accordance with federal regulations),
- Purchased with Public Charter School Program startup funds (transfer assets accordingly).

The school will return all assets not belonging to the school as long as appropriate documentation exists. The school will maintain records of all returned assets.

Maintain IRS Compliance:

The school will notify the IRS of any address change and continue to file required Form 990 tax returns.

Send Initial Closure Notification Letter:

The school will draft and send a letter to faculty, staff and parents announcing the closure decision.

Notification of School Districts:

The school will notify school districts that will be impacted by the closure decision.

Staff Meeting:

The school will meet with school employees to:

- Discuss reasons for closure, the status of appeals/legal action and likely timeline for a final decision,
- Emphasize importance of maintaining continuity of instruction throughout closure transition,
- Discuss plans for helping students transition to new schools,
- Identify date when last salary check will be issued, when benefits terminate, COBRA information, and last day of work,
- Describe assistance, if any, that will be provided to staff to find new positions, including plans for letters of recommendation,
- Finalize timelines for outstanding professional development.

Financial Audit:

The school will retain an independent auditor to perform the school's final financial audit.

Notification of Agencies:

The school will notify state and federal agencies with which it has dealt.

End of Year Reports:

The school will prepare and submit all required end-of-year reports to the Utah State Office of Education.

Final Report Cards and Student Records Notice:

The school will provide parents with copies of final report cards and notice of where student records will be sent along with contact information.

Disposal of Assets:

After paying all outstanding debts to the extent possible, the school will transfer/dispose of any remaining assets in accordance with Utah Code § 53A-1a-517.

Transfer School Records:

The school will send student records, including final grades and evaluations, to the receiving schools. If no school is selected, they will be sent to the student's district boundary school.

These records include:

- Individual Education Programs (IEPs) and all records regarding special education and supplemental services,
- Student health/immunization records,
- Attendance records,
- Any testing materials required to be maintained by the school,
- Student transcripts and report cards,
- All other student records.

The school will document the transfer of student records, including:

- The number of general and special education records transferred,
- Date of transfer,
- Signature and printed name of the charter school representative releasing the records,
- Signature and printed name of the representatives who receive the records.

The school will transfer all remaining records in its possession, including student, corporate and financial records to the Utah State Archives for storage and retention in accordance with GRAMA requirements.

Closure Reserves Fund:

TPAU has budgeted \$45,000 in case of school closure.

Section 8. Contracts

Please see the attached draft Services Agreement between ThrivePoint Academy of Utah (the “School”) and Learning Matters Educational Group, LLC (“LMEG”). Although this agreement has not been entered into by the parties, it is being considered for approval by the board of directors of the School (“Board”) and is being submitted consistent with Sections 53G-5-102(3) and 53G-5-404 of the Utah Charter School Act. Therefore, in the interest of full disclosure, the School is providing information about the attached draft Services Agreement.

The draft Services Agreement describes the planned services relationship between the Board, School administration, and LMEG as the contractor. The relationship will further the School’s mission and educational programs, benefitting from LMEG’s more than 25 years of knowledge, experience, and expertise in operating charter schools in Arizona and California, as well as online educational platforms. More information about LMEG’s experience is set forth in further detail in Appendix F. LMEG’s extensive knowledge, experience, and expertise are also the main reasons the School is considering entering into a relationship with LMEG. The Board also believes, and is in the process of confirming, that the amounts proposed to be paid to LMEG under the draft Services Agreement will likely be less than the School would otherwise pay to obtain the same or similar services directly or through another service provider, which will result in cost savings that the School can reinvest in its educational offerings.

In order to make this determination, the School Treasurer will work with financial professionals who will gather comparable estimated costs from other local and national vendors for each of the items listed in the draft Services Agreement. The financial professionals will do a comparable analysis after gathering these items and present them to the Treasurer. The Treasurer will review this comparable cost analysis and present the findings to the Board for review.

Shannon Smith and Jodie Radford, who are directors comprising a minority of the Board and who are involved with LMEG, will recuse themselves from the above-described process of gathering and reviewing comparable costs for services. After the School Treasurer has reviewed and presented the cost analysis to the non-conflicted members of the Board (i.e., excluding Shannon Smith and Jodie Radford), the Board will consult with School counsel and vote on the proposed draft Services Agreement with LMEG.

The services that would be provided are set forth in Section 1.2(b) of the attached draft Services Agreement. LMEG would be engaged to carry out decisions made by the Board and to act within the authority granted by the Board, but the Board will retain ultimate control and authority over School decisions, as set forth throughout the draft Services Agreement, including, but not limited to Section 1.2(b). The School will also retain ownership of financial information and other proprietary information in compliance with the Utah Charter School Act.

While the governing board is ultimately responsible for development, academic, fiscal and governance operations, the board will use a rubric to determine how well LMEG is performing its assigned tasks. The expectation is that LMEG will be performing the assigned tasks at least as well as it has performed those tasks for its schools in Arizona and California, but at a minimum should fully meet Utah state standards. During its annual review, the board and LMEG will consult and determine whether specific performance metrics should be modified to

meet realistic and current needs.

The draft Services Agreement provides multiple circumstances in which the reasonable service fee would be adjusted for the benefit of the School, either due to a delay in, or lack of, funding. (See e.g., Article II of the draft Services Agreement). In addition, the draft Services Agreement is for a three-year term, and it can be canceled for a number of reasons for the protection and benefit of the School. (See Section 3.6 and Article III generally of the draft Services Agreement).

LMEG has significant experience for over 25 years managing charter schools located in Arizona and California, as well as online schools. This is the first Utah school that LMEG would manage, but the attached links include information regarding relevant performance data for other schools LMEG has managed (e.g., development, academic, financial, governance). (See [ThrivePoint Arizona Academic Success](#); [Calibre Arizona Academic Success](#), and [Taylion California Academic Success](#))

In addition to the draft Services Agreement (attached as Appendix F) discussed in the prior section, the School is considering entering into a license with LMEG for technology and curriculum. However, the license would not include the performance of services. The School principal and teachers would be employed directly by the School and the School Board and School administration would use any licensed technology and curriculum to teach students directly.

In the interest of full disclosure, however, the potential license agreement, LMEG has invested considerable professional time, resources, and expense researching, developing, and acquiring educational materials and technology over more than 25 years in order to create an educational curriculum which includes, but is not limited to, curricula, testing, homework, references, workbooks, course packets, individualized programs, websites, software and related items designed to meet the needs of particular learning levels and courses in an online or in person education environment. The School would benefit from LMEG's experience and continual development and improvement of its technology and curriculum, a version of which LMEG has licensed to charter schools, both in person and online, for over 25 years.

TPAU would like to start a school in West Jordan, Utah that would be a flex-blended online school that would provide personalized learning and career training to students in grades 7-12. In looking for ESPs that could assist TPAU in developing this type of school, the founding board in their research identified Learning Matters Educational Group (LMEG). LMEG has a 25 track record of successfully assisting schools to develop, manage and operate this specific school model.

Thrive Point High Schools in Arizona successfully serve over 1,300 students online and at seven satellite resource centers throughout the Phoenix and neighboring west valley communities. The mission and vision of ThrivePoint Arizona is to help bridge the educational achievement gap and assist at-risk students in underserved communities to get back on track and to prepare them to be career and college ready, preparing them for their next big step in life.

TPAU has a similar mission and vision to serve students in the West Jordan area and hopefully to grow online and to open several resource centers in the future upon approval from the Utah State Board for Charter Schools.

The TPAU startup board includes Shannon Creamer Smith, board chair, who has 25 years of experience and expertise in leading teams and developing boards for charter schools in Arizona and California. Shannon Creamer Smith will work with the other TPAU board members, each of whom have experience in either working with charter schools as board members or leaders or have experience with special populations. Each board member has a passion for TPAU's mission and is excited to serve TPAU's targeted population of over-aged and under-credited students. This team will work together with the leadership team of LMEG to assure that TPAU's school goals and academic outcomes are achieved.

A draft of the management services to be provided by LMEG is attached as Appendix F. Services to be Provided by LMEG include:

- (i) developing and monitoring programs and otherwise assisting THRIVEPOINT in complying with state and federal requirements necessary to keep THRIVEPOINT's Charter in place as well as to maintain its status as an Internal Revenue Code Section 501(c)(3) tax-exempt organization, in a manner approved by the Board;
- (ii) monitoring state budget and reporting requirements in order to assist in THRIVEPOINT's compliance with such requirements, in a manner approved by the Board;
- (iii) providing marketing, public relations and advertising plans for Board consideration, approval and implementation;
- (iv) assisting in the development of personnel policies and procedures for Board consideration and approval;
- (v) developing and updating a school improvement and accountability plan for Board consideration and approval;
- (vi) soliciting input from students, parents and staff in preparing an annual student and school profile for Board consideration;
- (vii) assisting THRIVEPOINT in obtaining equipment and supplies and/or the use of equipment and supplies within a Board approved budget;
- (viii) assisting THRIVEPOINT in the acquisition of fixed assets, in a manner approved by the Board;
- (ix) establishing a school safety plan for Board consideration and approval;
- (x) assisting THRIVEPOINT in understanding state and federal special education laws, and suggesting policies and procedures to the Board that will assist THRIVEPOINT in complying with state and federal special education laws;
- (xi) assisting THRIVEPOINT in preparing for audits conducted by Nevada or federal education agencies, in a manner approved by the Board;
- (xii) assisting THRIVEPOINT in researching and drafting the necessary documents to attempt to secure state, federal or other funding for special education under the Individuals with Disabilities Education Act (IDEA) or other programs, with any written materials being provided to and approved by the Board before submission;
- (xiii) assisting THRIVEPOINT in engaging in the necessary research and writing processes to attempt to secure entitlement funds under the Elementary and Secondary Education

Act (ESEA) Title I, Title IIA Title IID, Title IV, Title V, and any other programs, with any written materials being provided to and approved by the Board before submission;

(xiv) assisting THRIVEPOINT in aligning its curricula standards with applicable Nevada state academic standards and any federal program standards (e.g., ESSA), in accordance with Board direction and approval;

(xv) assisting THRIVEPOINT in researching, writing and submitting federal, state and other program grant proposals, in accordance with Board approval;

(xvi) assisting in creating budgets, if and when requested by the Board, for Board consideration and approval;

(xvii) monitoring THRIVEPOINT’s operations within such Board approved budgets and reporting the results of such monitoring to the Board;

(xviii) assisting with THRIVEPOINT’s student admissions process, as requested by the Board; provided that the Board will have the ultimate authority to decide whether any given student will be enrolled in THRIVEPOINT at any time during the school year consistent with Nevada law;

(xix) assisting THRIVEPOINT as needed in procuring one or more leases or subleases, in accordance with Board direction and approval;

(xx) preparing financial statements on an annual and as-needed basis for Board approval;

(xxi) auditing THRIVEPOINT’s internal records and assisting with audit preparation, for delivery to the Board;

(xxii) procuring and maintaining a Board approved student management system that is compliant with state and federal student attendance and reporting requirements; and

(xxiii) providing other administrative services, as requested and approved by the Board and LMEG.

Below is a chart describing the relationship between the ESP LMEG, the TPAU governing board, and the Executive Director and/or local school leader who will be responsible for coordinating between LMEG and the TPAU governing board.

Function	CMO/EMO Role, Responsibilities and Decision-Making Authority	Local Board Decision-Making Role, Responsibilities and Decision-Making Authority	School Leader Decision Making Role, Responsibilities and Decision-Making Authority
Performance Goals	LMEG works with school leader to develop performance goals and helps to establish the evaluation rubric of the school	ThrivePoint Academy of Utah (TPAU) will review performance goals identified by LMEG and the school leader and will evaluate the success of the school	School leader works to implement performance goals that are identified in coordination with LMEG.

	leader performance goals.	leader in accomplishing the agreed upon performance goals.	
Curriculum	LMEG works with the school leader to develop and deliver the curriculum and provide the content that will be used for the curriculum by the school.	The TPAU governing board will review and adopt the curricular options identified by the school leader and provided by LMEG and will assure that it will meet Nevada state and national standards.	The school leader will work with LMEG and various vendors to identify curricular options and to assure that they are aligned to Nevada state and national standards.
Professional Development	LMEG will work with the school leader to develop the professional development plan for the school with internal and external resources.	The TPAU governing board will review and approve the professional development plan developed by LMEG in coordination with the school leader.	The school leader will work with LMEG to develop and coordinate with internal and external resources for the professional development and training for all staff and teachers.
Data Management and Interim Assessments	LMEG will work with the school leader and the management team to determine the best interim assessment tools and data management plans for the school.	The TPAU Governing Board will review and approve the interim assessment plan and data management tools that will work best for the student population.	The school leader will coordinate with LMEG to determine the best interim assessment tools that work the best for the student population and the best data management tools for the school.
Promotion Criteria	LMEG will work in coordination with the school leader to identify the most effective promotion criteria for the school.	The TPAU Governing Board will review and approve the promotion criteria that is recommended by the school leader in conjunction with LMEG.	The school leader will work with LMEG to determine and identify the promotion criteria for the school.

Culture	LMEG will present and train the school staff on effective practices and key components of the school culture of other ThrivePoint schools working with the school leader and the executive team.	The TPAU governing board will review the best practices and key components of the ThrivePoint culture and will assure that the school lives up to these policies and procedures to maintain a high-quality school environment.	The school leader will work with LMEG to establish the school culture of TPAN, based on training and experiences from other ThrivePoint schools.
Budgeting, Finance, and Accounting	LMEG will work with the school leader and staff to build the budget, create the financial statements, and identify the accounting protocols and proper internal controls and segregation of duties, working in concert with the school leader and appropriate school staff.	The TPAU Governing Board will review and approve the school operating budget and will assure that LMEG and staff establish proper internal controls and segregation of duties so that the school budget will be sustainable and will help the school to accomplish the mission and vision of the school.	The school leader will work with LMEG to develop the school budget, to identify the accounting procedures assuring segregation of duties and internal controls to support LMEG in building a sustainable school budget.
Student Recruitment	LMEG will work with the school leader and staff to develop a strong and successful student recruitment plan that will enable the school to be successful and grow to meet the organizational growth and sustainability plans.	The TPAU Governing Board will review and approve the student recruitment plan identified by LMEG working with the school leader to assure that the plan is sustainable and allows the school to meet their enrollment goals.	The school leader will work in coordination with LMEG to develop the school student recruitment plan and assure that the school meets enrollment projections and targets to be sustainable and to grow toward accomplishing school and

			network goals.
School Staff Recruitment and Hiring	LMEG will work with the school leader to establish the school staff recruitment and hiring plan.	The TPAU Governing Board will review and approve the school staff recruitment and hiring plan designed by LMEG and implemented by the school leader and staff.	The school leader will work with LMEG to implement the school staff recruitment and hiring plan as designed by LMEG.
HR Services (payroll, benefits, etc.)	LMEG will work with the school leader to provide HR services including payroll and benefits services.	The TPAU Governing Board will review and approve the school HR services and payroll and benefits services.	The school leader will work with LMEG to hire and supervise staff to provide HR services including payroll and benefits services.
Development/ Fundraising	LMEG will work with school leader to plan fundraising and development plans to allow the school to be sustainable and operate within budget.	The TPAU Governing Board will review and approve all fundraising and development plans identified and provided by LMEG and the school leader. The TPAN Governing Board will also work to engage with local business and community partners to help with fund raising and development plans.	The school leader will work with LMEG to implement the fundraising and development plans identified by LMEG.
Community Relations	LMEG will work with the school leader to develop a community relations plan and	The TPAU Governing Board will review and approve the community relations	The school leader will work with LMEG to implement the community

	will work to build community partnerships that will help the school to accomplish the school's mission and vision.	plan and will work to assist with developing more community and business partnerships to accomplish the school's mission and vision.	relations plan and will work to expand community and business partnerships that will accomplish the school's mission and vision.
IT	LMEG will work with the school leader to identify IT services and provide a plan for providing IT services with either staff or with contracted service providers.	The TPAU Governing Board will review and approve the plan to provide IT services identified by LMEG working with the school leader.	The school leader will work with LMEG to implement the services plan for IT services with either staff or a contracted service provider.
Facilities Management	LMEG will work with the school leader to provide a facilities management plan.	The TPAU Governing Board will review and approve the facilities management plan to assure that it provides adequate services and is within budget.	The school leader will work with LMEG to implement the facilities management plan identified by LMEG.
Vendor Management / Procurement	LMEG will work with the school leader to provide vendor management and procurement plans and procedures to allow for an effective and lean school operation within compliance and within budget.	The TPAI Governing Board will review and approve the vendor management and procurement procedures so that the school can be in compliance and operate within budget.	The school leader will work with LMEG to implement the vendor management and procurement plan and procedures that will be in compliance and within budget.
Student Support	LMEG will work with the school	The TPAU Governing Board	The school leader will work with

Services	leader to develop student support services that are needed for the school population.	will review and approve the student support services that are needed for the school population.	LMEG to implement the student support services plan.
Other operational services, if applicable			

Additionally, related to the evaluation of LMEG by TPAU, The TPAU Governing Board will have an annual review and evaluation of LMEG based on a rating scale of the level of performance of services identified in the proposed management services agreement. The details of this plan is included in the management services agreement (See Appendix F).

LMEG will provide curriculum and technology services. This will include online and hard copy instructional materials and assessments. LMEG will provide a customized learning management system and a variety of assessment tools to monitor student progress. There will not be any additional third-party ESP providers outside of LMEG that would be providing the School with services relating to the curricular or instructional management of the proposed educational program or assessment of students. Teachers and a principal hired directly by the School will carry out and oversee these activities.

Pursuant to the draft Services Agreement, LMEG may provide assistance to the Board in recommending or monitoring compliance with budgets and/or audits, and may assist in preparing School financial statements as needed for the School Board, but LMEG will not manage the finances of the School in any manner. The Board and School administration would be responsible for the financial management of the School.

Appendix A: Background Information Sheets

Name: Shannon Smith

Role: Committee Chair

Expertise: Charter School founder and operator

I do not intend to become an employee of the school.

I am not related to any member of the board

Statement of Intent: I bring over 25 years of experience and expertise as a founder of several charter schools and governing boards. I co-founded ThrivePoint High School, formally E-institute charter school, and Calibre Academy in 2002 I also co-founded Taylion High Desert Academy, a California charter school based in San Bernardino county in 2009.

Not-for-Profit History:

I bring a wealth of experience as a charter school founder and operator. I currently serve on the nonprofit charter school boards for both Thrive point High School, a high school public charter school, and Calibre Academy, a K-8 public school charter. I am also a co-founder and executive director of Taylion High Desert Academy, a public charter school in San Bernardino County, California. As the co-founder and executive director, I lead teams of charter school teachers and staff with strategic planning and professional development. I also conduct community outreach and engagement and recruit board members and other stakeholders that are passionate about the mission and vision of the schools that she leads.

I am both a positive motivator and believe in my teachers, staff, parents, and students. I believe that all students can succeed if given the right educational environment. I have taught at all grade levels and have developed expertise in the areas of literacy, education, and response to intervention. I also have experience working with students with special needs and the related services that this student population may require. I have also worked to develop ThrivePoint Academy's personalized learning model, working with student success coaches and teachers to help each student to have their own personalized student success plans specific to the students needs and educational goals.

Employment History:

Co-founder, Executive Director for International Studies Academy (1996 to 2002) I have developed and led charter schools since 1996. My first position was co-founder of International Studies Academy, the first charter school that I co-founded. In this position, I led the development of school and board policies, as well as, procedures for the school and for the school's nonprofit board. I helped to develop the first employee handbook working with schools, leadership staff and attorneys. I helped to hire many of the teachers and led their supervision and evaluation. I also helped to develop the staffing,

compensation plans and health benefits working with the schools, financial consultants and budget preparers. I also led many board meetings that included reviewing and approving school budgets.

Co-founder, Executive Director, ThrivePoint High School (formerly E-Institute)
(2000 to present)

I was the co-founder of E-Institute charter school in 2000. After the creation of the college preparatory school, International Studies Academy, I noticed that many of the students that applied to ISA were looking for an educational option that would help them be more successful in school. They were looking for options that would allow them to work on school courses, but also be able to live their lives, whether that included working part-time, or helping to take care of their family, or their own family, if they had kids of their own. Many young people were looking for more flexibility in where and how they learned, and E-Institute provided flexibility for them. E-Institute started before online learning, and the Internet was an acceptable option for students. Students would come to school and either morning, afternoon or evening sessions, and work in a combination of small group learning sessions, and a digital lab setting, where each student worked on a digital curriculum in a mastery based pace of learning. This method allowed students to each accelerate their learning or catch up with their peers.

The E-Institute charter school model was successful, and many students were able to graduate and become career and college ready. I worked with the Leadership Team to expand the model to add several satellite locations in Arizona's Glendale, Surprise, Avondale, Buckeye, and the Metro Center area. I also worked with the schools' accountants and educational vendors to develop the budget for each school site. I also worked with architects and engineers to design the layout of each campus.

In 2010, Arizona added to the first online pilot program, and E-Institute was approved to add their own 100% online school program. In 2018, E-Institute changed the name of their school to ThrivePoint High School in order to better define the program of flex blended learning and mastery-based learning working with student, success, coaches, and caring teachers. In 2023, the total enrollment of seven satellite campuses and the online program totaled 1300 students. Over the years of operating ThrivePoint High School, I have helped over 5000 students successfully graduate with a high school diploma and take their next big steps to college, university, trade, school, or a high-paying job of their own choosing, or the military.

Co-founder, Executive Director, Taylion High Desert Academy, (2009 to present) I am currently the co-founder and executive Director of Taylion High Desert Academy in San Bernardino County, California. Taylion is a non-traditional public charter school approved by the Adelanto Elementary School District in Adelanto, California. Taylion has satellite campuses in Adelanto and Victorville, California. I helped to get the school started by helping to find a highly qualified teaching staff and students success coaches. I helped to champion the personalized learning independent study approach, where each student success coach is responsible for a group of students working with them in their educational journey as they finish each course with their online, on-site and remote

teacher. All students work with their peers in a cooperative small group learning model on their courses. Working in small groups help students to master their learning at a pace that allows for credit recovery or credit acceleration.

Education History:

I graduated from Ottawa University with a B.A. in Elementary Education in 1995. I was passionate about phonics-based literacy and enjoyed my chance to learn about the different educational philosophies and research that would support student centered phonics based instruction. I am also an accomplished artist and have done quite a bit of study on the connections of Art and early literacy.

WITH THE SIGNATURE BELOW, PERMISSION IS HEREBY GRANTED TO SCSB STAFF TO VERIFY ANY INFORMATION PROVIDED ABOVE. I AFFIRM THAT THE INFORMATION PRESENTED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Shannon Creamer Smith

Applicant's signature

Name: Jodie Radford

Role: Committee Vice Chair

Expertise: Charter Director of Curriculum and Instruction, High School Principal, Literacy Specialist

I do not intend to become an employee of the school.

I am not related to any member of the board.

Statement of Intent: I have 25 years of educational experience that spans kindergarten through university in teaching and administration. I have committed myself to providing quality educational programs for students. I bring a wealth of educational experience to serve on a governing board. I understand the purpose and duty of a board and the importance of informed decision making to lead a school and district. I support this charter school application and am committed to providing a quality learning environment for the students and community it serves.

Not-For-Profit History:

In 2020, I co-authored a charter petition for the Palmdale Academy Charter School. Through this process I worked with the Charter School Division of the California Department of education regarding the requirements, accountability, and review of charter schools. As a district level coordinator, I conducted annual reviews of five different charters operating within the Antelope Valley high school district and Palmdale school district in California as a high school principal. I had a great deal of experience with governing boards regarding budgets, accountability, curriculum, and school management.

Employment History:

My career in education began in 1998 as a high school English teacher in the Antelope Valley High School District in California. I taught English Language Arts, reading intervention courses, and served as an instructional coach. From 2006 to 2012, I was appointed to the Antelope Valley High School District as a coordinator of curriculum and instruction specializing in literacy intervention program development and implementation and professional development. The school district serves approximately 1200 teachers with over 25,000 students. I finished her time at antelope Valley high school district as the principal of antelope Valley high school from 2012 to 2019.

In 2019, I moved to the Palmdale school district in Palmdale, California as their Director of curriculum and instruction. PSD is a K-8 school district with 38 schools. My primary focus was supporting middle school magnet academies and dual immersion schools. While at PSD, I submitted a petition for the Palmdale Academy charter school, which opened its doors in 2021. In both roles in district level administration, I was part of the review committee for area charter schools.

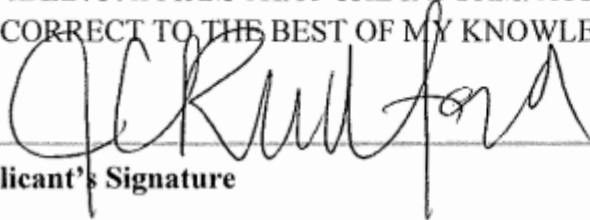
As of February 2023, I am the Director of Achievement for the Learning Matters

Education Group. My primary responsibilities include curriculum, development and implementation, teacher, professional development, and assessment and data analysis for student achievement.

Education History:

In 2015, I received my Doctoral Degree in Organizational Leadership from the University of La Verne, California. In 2005, she earned a Masters Degree in Education and Reading from the University of La Verne with a reading specialist credential. I also earned a bachelor of arts degree in English from the University of North Dakota in 1998.

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Applicant's Signature

Name: Stephanie Christensen

Role: Committee Secretary

Expertise: Professional Licenses Special Educator

I do not intend to become an employee of the school.

I am not related to any member of the board.

Statement of Intent:

As a member of the board, I will be able to provide expertise in the area of Special Education, specifically with Utah Education Policy. As a former special education, teacher, and Director, I intend to use my experience and knowledge in special education, compliance, and monitoring to help support the needs of the charter school.

Not-for-Profit Experience:

I have worked in charter schools all over the state of Utah as a Special Education Consultant and Independent Contractor. I taught Special Education in Utah charter schools grades K-12, eight years prior to consulting. I worked as a Special Education Director at a Utah charter school for grade 7-12, where I was able to collaborate with Utah Parent Center And Vocational Rehabilitation to further advocate for students with disabilities. I continue to work with the Utah Program Improvement Plan System (UPIPS) compliance team for reviewing and monitoring special education files throughout the state. As a Charter Special Education Director (CSPED) board member from 2017 to 2022 and president from 2021 to 2022, I assisted with organizing conferences, participating in planning and organizing, collaborated with other special education directors across Utah, and organized educational events such as conferences. A member of Collaboration for Effective Educator Development, Accountability, and Reform (CEEDAR) since September 2022, I collaborate with institutions of higher education (IHEs) and Utah school district administrators to creatively build capacity in teacher preparation programs.

Employment History:

I have a Utah Professional Teaching License in Special Education and have worked with students in grades K – 12 as a Special Education teacher, as well as, a Special Education Director at a charter school for grades 7-12. I worked as a contracted Educational Consultant for charter schools throughout the state of Utah while also working as a Utah Program Improvement Plan System contracted team member for the Utah State Board of Education, monitoring compliance at LEA's throughout the state. Internal monitoring as a special education Director and compliance monitoring for UPIP has contributed to my knowledge in the area of special education law. As a contractor, I worked with over a dozen schools throughout the state to rectify their issues with compliance and improve their overall results driven accountability (RDA) scores, which are issued annually. As a Special education Director, I have experience with developing academic programs. I worked with various administrations to help with special education paperwork that

pertained to funding. As a P-20 Competency Developer for Utah's Portrait of a Graduate (May 2020 and June 2021) I worked in collaboration with other educators throughout Utah to review and provide relative feedback to team members and contributed to large group collaboration, as well as smaller, collaborative groups.

Education History:

I received my Masters of Science from Western Governors University in Curriculum and Instruction, May 2022. Bachelors of Science and Special education from Brigham Young University-Hawaii, December 2000. Associate Degree from Rick College, April 1997. I received my Project Management Professional Certification (PMP), April 2012 and Greenbelt Six Sigma Certification, April 2012.

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Stephanie Christensen

Stephanie Christensen (Jun 27, 2023 06:44 MDT)

Applicant's signature

Name: Alan R. Anderson

Role with application: Committee Member

Expertise: Management, Leadership, and Business

I do not intend to become an employee of the school.

I am not related to any member of the board.

Statement of Intent:

I have been involved in the charter school movement for many years. I have served on an Initiating Committee for Navigator Pointe Academy to get the school up and running with other passionate adults and parents. I have also been a startup Business Administrator for another charter school while employed with Charter Solutions. Charter schools provide different opportunities to help children today. Children learn at different places in different styles – some kinesthetic learners, and others, are very visual.

Not-for-Profit Experience:

My nonprofit experience includes serving 15 years as President/CEO of a 501(c)6 Chamber of Commerce (business association) in Salt Lake County. My hobby service includes being the fundraising department head for the National Model Railroad Association (NMRA), a 501(c)3 educational body, helping the model railroad hobby around the world. As president and CEO of the chamber, I was responsible for managing staff, overseeing volunteer boards and the various business programs of the chamber of commerce. I reported monthly to a 15 member board of directors made up of business and community leaders. I lobbied city councils, county councils, and legislative bodies to maintain a business-friendly climate as part of this role. While volunteering with the NMRA, I met with volunteer NMRA leadership on various fundraising activities, including setting up accounts at smile.amazon.com (now discontinued) and eBay charities/Giving Works.

I continue to serve as a community member for the governing board at Holy Cross Hospital Jordan Valley, formally Jordan Valley Medical Center. Holy Cross hospitals are a 501(c)3 affiliated with the Catholic Church.

Employment History:

I have held a variety of positions of management and leadership for the past 20 years. This includes managing a Blockbuster video store, 1999, and moving the store from last place to second place in the regional performance of 16 stores. Prior to Blockbuster, I was general manager of two computer retail stores with a staff of 15 and a \$2 million budget. After Blockbuster, I took the position of President/CEO of the Chamber of Commerce. I was in financial turmoil when I started with just four months of cash on hand. I grew it into a stable business for over 15 years of effort. I left the chamber around the time my dad passed away so I could spend his final days with him. After a small hiatus, I was hired by Charter Solutions as a Business Administrator, and trained at

Excelsior Academy in Erda, Utah. I was then transferred to another charter school, under startup, and performed all on boarding of staff in excess of 120 individuals. I prepared their startup budget and assembled the school budget each year and worked with outside auditors each year. I am proud that my audits were unqualified and two of the three years had no findings. The school's budget was approximately \$6.5 to \$7 million dollars annually. Currently I work for the city of West Jordan as the Council Director overseeing the legislative branch. In this role I assist in providing an analysis of city code law and providing analysis of a \$64 million general fund budget.

Education History:

I earned an AS degree in Business from Salt Lake Community College (2002). I later attended the University of Utah and earned a Bachelor's Degree in Finance with an emphasis in Real Estate 2004. Finally, I attended Brigham Young University, where I earned a Masters of Public Administration, 2008. I have also earned an Institute of Organization Management (IOM) certification from the US Chamber of Commerce in Los Angeles, and recently earned certification and membership of the National Association of Parliamentarians.

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Applicant's signature

Name: Jamie Duncan Plott

Role with application: Committee Treasurer

Expertise: Parent and Advocate

I do not intend to become an employee of the school.

I am not related to any member of the board.

Statement of Intent:

The role I will play on the Board of Directors for the ThrivePoint Academy is that of a parent and advocate. With an autistic son, who attends a local charter that gives him extra support he needs while celebrating his strength, I have a deep appreciation for charter schools. I strongly feel that not everyone learns similarly or can thrive in the same school structure. Through the lens of inclusivity, I believe alternatives like ThrivePoint Academy that will work outside of the traditional classroom can be a huge asset to our community. I am committed to this application as written, and I'm excited for the value it can offer students.

Not-for-Profit Experience:

As the spirit Director at the University of Utah, for the past 12 years, I have experience with fundraising and overseeing six different budgets, yearly. I work extensively with group organization, (50+ students), managing all calendars for four different sports, seasons, away, game, travel, community appearances, and extensive practice schedules. I have grown this program with the core values of inclusivity, belonging, branding, and excellence in our craft.

Employment History:

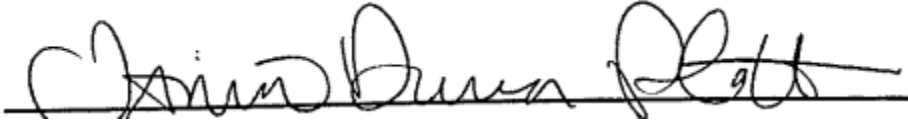
My employment history includes both accounting and teaching. For 10+ years, I worked at Dunkin Electric Supply in West Bountiful, Utah working in purchasing, accounts receivable, and accounts payable. At our family business, it was valued that I learned as much about the operations and management of the entire company. Currently at the University of Utah, I oversee all the management of the spirit program, as well as, three part-time staffers. I worked as a Director of a performing company for nine years at Artistic Dance Company in Draper, Utah. At ADC I composed and executed a dance curriculum for our staff from pre-ballet (3yr old), to advanced pre-professional (17+ years) level instruction. This includes thoughtful progressions, intense muscle memory training, and correct, warm-up, focusing on injury prevention.

Education History:

In 2004, I earned a BFA from the University of Utah, Theatrical Dve continuing education training in office of equal opportunities, and title IX, a certificate in mental health first aid, and have courses regarding Gestalt Language Processing and AAC (augmentative alternative communication) as it applies to autistic children and adults.

WITH THE SIGNATURE BELOW, PERMISSION IS HEREBY GRANTED TO SCSB

STAFF TO VERIFY ANY INFORMATION PROVIDED ABOVE. I AFFIRM THAT THE INFORMATION PRESENTED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

A handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to read "Christina Duenkel".

Applicant's signature

Appendix B: Articles of Incorporation

Amended Articles of Incorporation

Thrivepoint Academy of Utah
A Utah Non-Profit Corporation

The undersigned, acting under the Utah Revised Nonprofit Corporation Act, Utah Code Ann. 16- 6a-1001 et seq. (the "Act"), adopts the following Articles of Incorporation (the "Articles") and does hereby certify:

ARTICLE I

Name

The name of the Corporation shall be Thrivepoint Academy of Utah, a Utah nonprofit corporation (the "Corporation").

ARTICLE II

Principle Office/Place of Business/Registered Agent

The principal place of business in Utah and the mailing address of the Corporation shall be

1181 S 900 E.
Salt Lake City, UT 84105

The business of the Corporation may be conducted in all states of the United States, and in all territories thereof, and in such other locations around the world as the Board of Directors shall determine.

The initial registered agent at such office shall be: Timothy Andrew Smith

ARTICLE III

Purpose

The purposes for which the Corporation is formed are exclusively for charitable, benevolent and educational purposes, within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or corresponding provisions of any future United States internal revenue law) (the "Code"). In furtherance of these purposes, the Corporation may engage in all lawful activities and pursuits consistent with the powers described in the Utah Revised Nonprofit Corporation Act and authorized by Code Section 501(c)(3), including, but not limited to, operating an online and flex blended

public charter school serving students in Salt Lake County and throughout the State of Utah.

Furthermore, the Corporation is formed exclusively for purposes for which a corporation may be formed under the Utah Revised Nonprofit Corporation Act, and not for pecuniary profit or financial gain. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its directors, officers or other private persons or organizations, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III hereof.

The Corporation shall have the power to borrow money and to do any and all lawful acts to engage in any and all lawful activities which may be necessary, useful, suitable, desirable or proper for the furtherance, accomplishment or attainment of any or all of the purposes for which the Corporation is organized, and to aid or assist other organizations whose activities are such as to further, accomplish, foster or attain any such purposes.

No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation (except to the extent provided in Code Section 501(h)), and the Corporation shall not participate in, or intervene in (including the publication or distribution of statements), any political campaign on behalf of (or in opposition to) any candidate for public office. Notwithstanding any provision of these Articles, the Corporation shall not carry on any activities not permitted to be carried on: (a) by a corporation exempt from federal income tax as an organization described in Code Section 501(c)(3); or (b) by a corporation, contributions to which are deductible under Code Sections 170(c), 2055(a) and 2522(a).

ARTICLE IV

Members/Stock

The Corporation shall not have any voting members nor shares of stock.

ARTICLE V

Board of Directors

The property, business and affairs of the Corporation shall be managed by a Board of Directors. The number of Directors shall be no less than three (3), and no more than seven (7), as fixed from time to time by the Bylaws of the Corporation. Should the number of Directors become less than three (3), the remaining Directors shall appoint a replacement by majority vote.

The Directors shall be elected in the manner set forth in the Bylaws of the Corporation.

The Directors shall manage the business of the Corporation. Each Director shall hold office as described in the Bylaws of the Corporation. Vacancies on the Board shall be filled by a vote of the majority of the remaining Directors.

The names and addresses of the current Directors of the Corporation are as follows:

- (1) Shannon Creamer Smith, 1181 S 900 E, Salt Lake City, UT 84105
- (2) Jodi Radford, 1181 S 900 E, Salt Lake City, UT 84105
- (3) Jamie Plott, 1181 S 900 E, Salt Lake City, UT 84105

ARTICLE VI

Officers

The Officers of the Corporation, as set forth in the Bylaws, shall include: (1) President, (2) Vice-President, (3) Secretary, and (4) Treasurer, and any other officers as agreed upon by the majority of the Board. The initial officers are:

President:	Shannon Creamer Smith
Vice-President:	Jodie Radford
Treasurer:	Jamie Plott

ARTICLE VII

Distribution on Dissolution

Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all liabilities of the Corporation, transfer the assets of the Corporation to the Utah State Board of Education. Any remaining assets shall be distributed pursuant to the laws and rules governing charitable organizations under Section 501(c)(3) of the Internal Revenue Code, as amended.

ARTICLE VIII

Amendment

These Articles may be amended from time to time, in whole or in part, by the affirmative vote of two-thirds (2/3) of the whole number of Directors. Any such amendments shall be consistent with the Corporation's status as a tax exempt organization under Code Section 501(c)(3).

ARTICLE IX

Bylaws

The Board may adopt bylaws that are not inconsistent with law or these Articles for the regulation and management of the affairs of the Corporation.

ARTICLE X

Indemnification

To the extent permitted or required by any applicable law, if any Director or officer of the Corporation is made a party to or is involved in any proceeding because such person is or was a Director or officer of the Corporation, the Corporation (i) shall indemnify such person from and against any judgments, penalties, fines, amounts paid in settlement and reasonable expenses incurred by such person in such preceding and (ii) shall advance to such person expenses incurred in such preceding.

ARTICLE XI

Debts and Obligations

Neither the Corporation's chartering entity nor the State of Utah, including any agency of the State of Utah, nor officers or agents of the Corporation are liable for the debts or financial obligations of the Corporation.

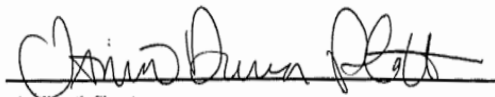
These Amended Articles of Incorporation are hereby adopted, effective October 30, 2023:



Shannon Creamer Smith, Board President



Jodie Radford, Board Vice President



Jamie Plott, Board Treasurer

Appendix C: Governing Board Bylaws

Thrivepoint Academy of Utah Bylaws

ARTICLE I: NAME

1.01 NAME

The name of this corporation shall be Thrivepoint Academy of Utah. The business of the corporation may be conducted as Thrivepoint Academy of Utah.

ARTICLE II: PURPOSES AND POWERS

2.01 PURPOSE

Thrivepoint Academy of Utah is a nonprofit corporation organized and existing under the laws of the State of Utah. Thrivepoint Academy of Utah shall be operated exclusively for educational and charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

Thrivepoint Academy of Utah provides publicly-funded online and flex blended public charter school serving students in Salt Lake County and throughout the State of Utah.

2.02 POWERS

The corporation shall have the power, directly or indirectly, alone or in conjunction or cooperation with others, to do any and all lawful acts which may be necessary or convenient to affect the charitable purposes, for which the corporation is organized, and to aid or assist other organizations or persons whose activities further accomplish, foster, or attain such purposes. The powers of the corporation may include, but not be limited to, the acceptance of contributions from the public and private sectors, whether financial or in-kind contributions.

2.03 NONPROFIT STATUS AND EXEMPT ACTIVITIES LIMITATIONS

Thrivepoint Academy of Utah is organized as a Utah nonprofit corporation and will be recognized as a charitable tax exempt entity under Section 501(c)(3) of the United States Internal Revenue Code.

Notwithstanding any other provision of these Bylaws, no board member, officer, employee, or representative of this corporation shall take any action or carry on any activity by or on behalf of the corporation not permitted to be taken or carried on by an organization exempt under Section 501(c)(3) of the Internal Revenue Code as it now exists or may be amended. No part of the net earnings of the corporation shall inure to the benefit or be distributable to any director, officers, member, or other private individual, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the Articles of Incorporation and these Bylaws.

Distribution Upon Dissolution. Upon termination or dissolution of Thrivepoint Academy of Utah, the board of directors shall, after paying or making provision for the payment of all liabilities of the Corporation, transfer the assets of the Corporation to the Utah State Board of Education. Any remaining assets lawfully available for distribution shall be distributed to one or more qualifying organizations described in Section 501(c)(3) of the Internal Revenue Code, which organization or organizations have a charitable purpose which, at least generally, includes a purpose similar to Thrivepoint Academy of Utah.

ARTICLE III: MEMBERSHIP

3.01 NO MEMBERS

The corporation shall have no voting members within the meaning of the Nonprofit Corporation Law. Except as otherwise provided herein, any action, which would otherwise by law require approval by a majority of all members or approval by the members, shall require only approval of the Board, and all which would otherwise by law vest in the members, shall vest in the Board.

3.02 ASSOCIATES

Nothing in Article V shall be construed to limit the corporation's right to refer to persons associated with it as "members" even though such persons are not members, and no such reference by the corporation shall render anyone a member within the meaning of Utah Nonprofit Corporation Law. Such individuals may originate and take part in the discussion on any subject that may properly come before any meeting of the Board, but may not vote. The corporation may confer, by amendment of its Articles of Incorporation or of these Bylaws, some or all of a member's rights, set forth in the Utah Nonprofit Corporation Law, upon any person who does not have the right to vote for the election of Board Members or Officers of the corporation, on a disposition of substantially all of the assets of the corporation, on a merger, on a dissolution, or on changes to the corporation's Articles of Incorporation or Bylaws, but no such person shall be a Board Member. The Board may also, but without establishing memberships, create an advisory council or honorary board or such other auxiliary groups, as it deems appropriate to advise and support the corporation.

ARTICLE IV: MEETINGS OF MEMBERS

SECTION 4.01 REGULAR MEETINGS

Regular meetings of the Board shall be held at such dates and at such times and places as the Board may fix. At least once each 12 months, the Board meeting shall include: (1) review and/or election of Board Members and specific positions; (2) review and/or appointment of Officers of the corporation; (3) review and approval of annual budget. All meetings shall comply with the Utah Open and Public Meetings Act.

SECTION 4.02 SPECIAL MEETINGS

The President or a majority of the Board may call special meetings of the Board for any purpose(s) at any time. If a President of the Board has not been elected, then the President of the corporation is authorized to call a special meeting in place of the Board President.

ARTICLE V: BOARD OF DIRECTORS

SECTION 5.01 GENERAL POWERS

Subject to limitations of the Utah Nonprofit Public Benefit Corporation Law, the corporation's Articles of Incorporation and these Bylaws, the activities and affairs of the corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board. The Board may delegate the management of the corporation's activities to any person(s), Management Company or committees, however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board. No assignment, referral or delegation of authority by the Board or anyone acting under such delegation shall preclude the Board from exercising full authority over the conduct of the corporation's activities, and the Board may rescind any such assignment, referral or delegation at any time.

SECTION 5.02 NUMBER: ELECTION AND TERM OF DIRECTORS

The authorized number of Board Members shall be no fewer than three (3) and no more than seven (7), unless changed by amendment of these Bylaws. If a charter authorizer appoints a representative to serve on the Board of Directors, then the Board of Directors may appoint an additional Member to ensure an odd number of Board members.

The Members from the community at large are to be elected by the current Board of Directors and may be elected for up to three (3) four-year terms; provided that a Member who has served three (3) four-year terms may be elected to additional terms if the Board determines that such additional terms are essential to the continuity of Board management and affairs.

SECTION 5.03 FEES AND COMPENSATION

Board Members shall not receive any compensation for their services; however, the Board may approve the reimbursement of a Member's actual and necessary expenses incurred in the conduct of the corporation's business.

SECTION 5.04 RESTRICTION OF INTERESTED DIRECTORS

Not more than forty-nine percent (49%) of the persons serving on the Board at any time may be interested persons. An interested person is (a) any person compensated by the corporation for services rendered to it within the previous twelve (12) months, whether as a full-time or part time employee, independent contractor or otherwise and (b) any immediate relative of any such person. However, any violation of the provisions of this Section shall not affect the validity or enforceability of any transaction entered into by the corporation.

SECTION 5.05 REMOVAL

At the request of a majority of Board Members, any director may be removed with or without cause from the board. Upon final removal, the director will relinquish any and all information pertaining to the corporation immediately.

SECTION 5.06 RESIGNATION

Any director may resign at any time by giving written notice to the Board. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified. The acceptance of such resignation shall not be necessary to make it effective. The letter of resignation or stated resignation will become part of the minutes that pertain to that particular board meeting.

SECTION 5.07 VACANCIES

A vacancy shall be filled by appointment from the Board of Directors. Such vacancies shall be filled as they occur.

SECTION 5.05 PRESIDENT

The President shall preside over the meetings of the Board. The President shall have such other powers and perform such other duties as the Board may prescribe from time to time.

SECTION 5.06 SECRETARY

The Secretary shall keep or cause to be kept a record of minutes of all meetings, proceedings, and actions of the Board and its committees, including the following information for all such meetings: the time and place of holding; whether regular or special; if special, how authorized; the notice thereof given; the names of those present and absent, and the proceedings thereof, and the vote or abstention of each Board member present for each action taken.

The Secretary shall keep, or cause to be kept the original or a copy of the corporation's Articles of Incorporation and Bylaws, as amended to date, and a register showing the names of all directors and their respective addresses. The Secretary shall keep the seal of the corporation and shall affix the same on such papers and instruments as may be required in the regular course of business, but failure to affix it shall not affect the validity of any instrument.

The Secretary shall give, or cause to be given, notice of all meetings of the Board and any committees thereof required by these Bylaws or by law to be given, and shall distribute the minutes of meetings of the Board to all its members promptly after the meetings; shall keep the seal of the corporation in safe custody, shall see that all reports, statements and other documents required by law are properly kept or filed, except to the extent the same are to be kept or filed by the Treasurer; and shall have such other powers and perform such other duties as may be prescribed from time to time by the Board.

SECTION 5.08 TREASURER

The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts and disbursements. The book of accounts shall at all times be open to inspection by any Board Member.

The Treasurer shall deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as may be designated from time to time by the Board. The Treasurer shall disburse the funds of the corporation as may be ordered

by the Board, and shall render to the Presidentman and Executive Director, upon request, an account of all transactions as the Treasurer and of the financial condition of the corporation. The Treasurer shall present an operating statement and report, since the last preceding regular Board meeting, to the Board at all regular meetings. The Treasurer shall have such other powers and perform such other duties as may be determined from time to time by the Board.

ARTICLE VI: OFFICERS

SECTION 6.01 OFFICERS

The Officers of the corporation shall be at minimum: (1) President, (2) Secretary, and (3) Treasurer. The President of the Board may serve as the President of the corporation, with approval of a majority of Board Members. The Secretary and Treasurer of the Board shall also serve in such roles as Officers of the corporation, unless other individuals are appointed by the Board. The corporation may also have, at the discretion of the Board, one or more Assistant Secretaries, one or more Assistant Treasurers, and such other officers as deemed necessary by the Board. Any number of offices may be held by the same person, except that neither the Secretary nor the Treasurer may serve concurrently as the President of the corporation or as the President of the Board.

SECTION 6.02 REMOVAL

At the request of a majority of Board Members, any Officer may be placed on probation pending a final vote to remove the Officer; the vote must occur within 60 days of notice of probation. Upon final removal, the Officer will relinquish any and all information pertaining to the corporation within 48 hours of removal.

SECTION 6.03 RESIGNATION

Any Officer may resign at any time by giving written notice to the Board. Such resignation may not prejudice any contract to which the Officer is a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified. The acceptance of such resignation shall not be necessary to make it effective. The letter of resignation or stated resignation will become part of the minutes that pertain to that particular board meeting.

SECTION 6.04 VACANCIES

A vacancy in any office shall be filled by appointment from the Board of Directors. Such vacancies shall be filled as they occur.

SECTION 6.05 President

The President shall preside over the meetings of the Board. The President shall have such other powers and perform such other duties as the Board may prescribe from time to time.

SECTION 6.06 SECRETARY

The Secretary shall keep or cause to be kept a record of minutes of all meetings, proceedings, and actions of the Board and its committees, including the following information for all such meetings: the time and place of holding; whether regular or special; if special, how authorized;

the notice thereof given; the names of those present and absent, and the proceedings thereof, and the vote or abstention of each Board member present for each action taken.

The Secretary shall keep, or cause to be kept the original or a copy of the corporation's Articles of Incorporation and Bylaws, as amended to date, and a register showing the names of all directors and their respective addresses. The Secretary shall keep the seal of the corporation and shall affix the same on such papers and instruments as may be required in the regular course of business, but failure to affix it shall not affect the validity of any instrument.

The Secretary shall give, or cause to be given, notice of all meetings of the Board and any committees thereof required by these Bylaws or by law to be given, and shall distribute the minutes of meetings of the Board to all its members promptly after the meetings; shall keep the seal of the corporation in safe custody, shall see that all reports, statements and other documents required by law are properly kept or filed, except to the extent the same are to be kept or filed by the Treasurer; and shall have such other powers and perform such other duties as may be prescribed from time to time by the Board.

SECTION 6.07 TREASURER

The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts and disbursements. The book of accounts shall at all times be open to inspection by any Board Member.

The Treasurer shall deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as may be designated from time to time by the Board. The Treasurer shall disburse the funds of the corporation as may be ordered by the Board, and shall render to the Presidentman and Executive Director, upon request, an account of all transactions as the Treasurer and of the financial condition of the corporation. The Treasurer shall present an operating statement and report, since the last preceding regular Board meeting, to the Board at all regular meetings. The Treasurer shall have such other powers and perform such other duties as may be determined from time to time by the Board.

ARTICLE VII. COMMITTEES

SECTION 7.01 BOARD COMMITTEES

The Board may create one or more standing or ad hoc committees of the Board, each consisting of at least one (1) member of the Board. Appointments to such Board committees shall be by majority vote of the Board Members then in office. Unless otherwise provided in these Bylaws or by the laws of the State of Utah, each Committee shall have all of the authority of the Board to the extent delegated by the Board.

ARTICLE VIII: AMENDMENTS AND CORPORATE CHANGES

SECTION 8.01 BYLAWS

These Bylaws will be reviewed at least once every four (4) years and shall be documented as to the date of such review. New Bylaws may be adopted or these Bylaws may be amended or repealed by a 2/3 vote of the Board, except that no amendment shall change any provisions of any charter governing any charter school operated as or by the corporation or make any provisions of these Bylaws inconsistent with the charter, the corporation's Articles of Incorporation, or any law.

SECTION 8.02 ARTICLES OF INCORPORATION

Amendments to the corporation's Articles of Incorporation shall require a majority vote of the Board.

CERTIFICATE OF ADOPTION OF BYLAWS

I certify that I am the duly elected and acting Secretary of Thrivepoint Academy of Utah; that the foregoing Bylaws are the Bylaws of the corporation as adopted by the Board of Directors on October 30, 2023; and that these bylaws have not been amended or modified since that date.

IN WITNESS WHEREOF, I have signed my name on October 31, 2023.

Stephanie Christensen, Board Secretary

Appendix D: Minutes from Governing Board Meeting

MEETING AGENDA

Location: 1181 S 900 E Salt Lake City, Utah 84105
Meeting Conference Line via Google Meet

Date: October 30, 2023

Time: 4:00 PM, Arizona Time, 5:00 PM Utah Time

AGENDA DETAILS

I. INTRODUCTIONS

- a. Roll call for board members and staff

II. NEW BUSINESS

- a. Review and Approve Amended Articles of Incorporation
- b. Review and Approve Amended Governing Board Bylaws
- c. Update on Focus Group at Kearns Library – Timothy Smith
- d. Update on charter application – Jodie Radford

III. CONCLUSION

- a. Determine date for next committee meeting

MEETING MINUTES OF THRIVEPOINT ACADEMY OF UTAH

Location: 1181 S 900 E Salt Lake City, Utah 84105

Meeting Conference Line via Google Meet

Date: Monday, October 30, 2023

Time: 5:00 PM MST

- I. Call to Order and Roll Call

Jodie Radford called the order to the regular meeting of ThrivePoint Academy of Utah Committee at 5:06 PM. Shannon Smith conducted the roll call. Shannon Smith, Jodie Radford, Jamie Plott, Stephanie Christensen, and Alan Anderson were all present.

II. New Business

Review and Approve Amended Articles of Incorporation

Jodie Radford shared the Articles of Incorporation for review. Tim Smith presented the draft articles of incorporation with the committee.

Shannon Smith asked if there were any questions from the committee related to the articles of incorporation and the amendment to them. Alan Anderson made a motion to approve the amended articles of incorporation, seconded by Stephanie Christensen. The Amended Articles of Incorporation were approved by a 5-0 vote.

Review and Approve Amended Governing Board Bylaws

Jodie Radford shared the Amended Governing Board Bylaws. Tim Smith presented the amendments to the bylaws. The committee reviewed the documents. Shannon Smith asked for any questions or comments. Jodie Radford made a motion to approve the amended governing board documents, seconded by Alan Anderson. The governing board bylaws were approved by a 5-0 vote.

Update on Group at Kearns Library – Timothy Smith

ThrivePoint Academy held a community focus group meeting at the Kearns Library on October 26, 2023 at 4:30 PM. The meeting was facilitated by Dr. Dani Sloan, University of Utah Professor. Several open ended questions pertaining to educational priorities, goals, and experiences were discussed. The meeting was recorded, feedback is being compiled and will be given to the ThrivePoint Academy for review and consideration.

Update on Charter Application- Jodie Radford

Jodie Radford gave an update as to the progress of the Charter Application due November 1. The application is near completion and in its final draft. Jodie Radford recognized several individuals and organizations that provided letters of support and/or agreed to meet with us to seek partnerships as we move toward opening ThrivePoint Academy of Utah. Final drafts of application will be shared upon submission.

III. Conclusion

The committee discussed scheduling another meeting in early December 2023. Shannon Smith will communicate with committee members possible dates. Shannon Smith adjourned the meeting at 5:27. Minutes recorded by Jodie Radford.

Appendix F: Contracts

Service Agreement between Learning Matters Educational Group and ThrivePoint

SERVICES AGREEMENT

This SERVICES AGREEMENT (“Agreement”) is effective on _____ (“Effective Date”), by and between LEARNING MATTERS EDUCATIONAL GROUP, LLC, a for-profit Arizona limited liability company (“LMEG”), and ThrivePoint Academy of Utah, a Utah nonprofit corporation (“THRIVEPOINT”).

RECITALS

WHEREAS, THRIVEPOINT, is in the process of applying for a charter (“Charter”) from the Utah State Charter School Board granted pursuant to Utah Code Annotated Section 53G-5-101 et. al. and all rules and regulations thereunder as may be in effect from time to time (collectively, the “Utah Act”) and other applicable Utah law, other state law, and federal law allowing THRIVEPOINT to operate a Utah public charter school for students in grades seven (7) through twelve (12).

WHEREAS, the Board of Directors of THRIVEPOINT (the “Board”) may carry out any act and ensure the performance of any function by THRIVEPOINT that is in compliance with the Utah Act, federal law, and other state or local statutes and regulations, orders and rulings applicable to Utah schools and the Charter (collectively, “Applicable Law”);

WHEREAS, LMEG has knowledge, experience and expertise in operating charter schools, including with respect to business management, finance, strategy, grant funding, special education and general charter school management;

WHEREAS, THRIVEPOINT desires to “outsource” certain services;

WHEREAS, the Board has determined that it is in THRIVEPOINT’s best interest to enter into this Agreement with LMEG in order to obtain the skilled services of LMEG employees at a fixed rate, for a stated time period, in addition to organizational and operational services related to such employees that would otherwise have to be provided by THRIVEPOINT;

WHEREAS, the Board has determined that the amounts payable under this Agreement likely will be less than THRIVEPOINT would otherwise pay to obtain the same or similar services directly or through another provider;

WHEREAS, LMEG is willing to provide certain services to THRIVEPOINT as an independent contractor; and

WHEREAS, prior to the execution and delivery of this Agreement, THRIVEPOINT submitted a draft of this Agreement substantially in the form hereof to the “charter school authorizer” (as defined in Section 53G-5-102(3) of the Utah Act) and its attorney for their review and advice, all in accordance with Section 53G-5-404 of the Utah Act.

4856-5094-4904

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt, sufficiency and reasonableness of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE 1 RETENTION OF LMEG; DUTIES & AUTHORITY OF LMEG

1.1 Retention of LMEG. THRIVEPOINT hereby engages and retains LMEG, as an independent contractor, to provide the services identified in this Agreement for the term of this Agreement, as set forth in Section 1.2(b) (“Services”). The Services shall be provided from such location(s) as LMEG and THRIVEPOINT mutually approve in writing. LMEG agrees to provide such Services in consideration of the prompt payment of the Service Fee, as defined in Section 2.1.

1.2 LMEG Duty and Authority.

(a) General. All individuals used by LMEG to provide Services shall be LMEG employees or independent contractors of LMEG and shall not be THRIVEPOINT employees. LMEG shall hire, train, license (to the extent required by local law), supervise, manage, direct and discharge its employees as necessary, and in its discretion, for the purpose of providing Services to THRIVEPOINT under this Agreement. LMEG shall be the sole judge of the fitness and qualifications of such employees and is vested with absolute discretion in hiring, supervising, directing, discharging and determining the compensation and other terms of its employees’ employment. However, as provided in Section 1.5, if THRIVEPOINT does not agree with LMEG’s selection of a particular person for a particular task, after discussing such issue with LMEG, THRIVEPOINT may invoke the provisions of Section 6.5. LMEG shall maintain all appropriate records as required by THRIVEPOINT, Applicable Law, and sound business management practices. Such records shall be available for review and copy by THRIVEPOINT upon reasonable notice. LMEG shall provide the Board with a written report each semester that identifies LMEG’s progress and provision of Services in accordance with this Agreement, either over time or since the last report, as applicable.

(b) Services to be Provided by LMEG. LMEG will be responsible for providing the following “Services” to THRIVEPOINT:

(i) developing and monitoring programs and otherwise assisting THRIVEPOINT in complying with (A) state and federal requirements necessary to keep THRIVEPOINT’s Charter in place as well as to maintain its status as a Section 501(c)(3) organization pursuant to the Internal Revenue Code of 1986, as amended (or the corresponding provisions of any future federal tax code (the “Code”)), and (B) the Utah Act, in each case in a manner approved by the Board;

(ii) monitoring state budget and reporting requirements in order to assist

in THRIVEPOINT's compliance with such requirements, in a manner approved by the Board;

(iii) providing marketing, public relations and advertising plans for Board consideration and implementing Board approved plans;

(iv) assisting in the development of personnel policies and procedures for Board consideration;

(v) developing and updating a school improvement and accountability plan for Board consideration;

(vi) soliciting input from students, parents and staff in preparing an annual student and school profile for Board consideration;

(vii) assisting THRIVEPOINT in obtaining equipment and supplies and/or the use of equipment and supplies within a Board approved budget;

(viii) assisting THRIVEPOINT in the acquisition of fixed assets, in a manner approved by the Board;

(ix) establishing a school safety plan for Board consideration;

(x) assisting THRIVEPOINT in understanding the Utah Act and other Applicable Laws relating to special education, and suggesting policies and procedures to the Board that will assist THRIVEPOINT in complying with the Utah Act and other Applicable laws for special education;

(xi) assisting THRIVEPOINT in preparing for audits conducted by Utah or federal education agencies, in a manner approved by the Board;

(xii) assisting THRIVEPOINT in researching and drafting the necessary documents to attempt to secure state, federal and/or other funding for special education under the Individuals with Disabilities Education Act (IDEA) or other programs, with any written materials being provided to and approved by the Board before submission;

(xiii) assisting THRIVEPOINT in engaging in the necessary research and writing processes to attempt to secure entitlement funds under the Elementary and Secondary Education Act (ESEA) Title I, Title IIA Title IID, Title IV, Title V, and any other programs, with any written materials being provided to and approved by the Board before submission;

(xiv) assisting THRIVEPOINT in aligning its curricula standards with the Utah Act and applicable Utah state academic standards and any federal program standards (e.g., ESSA), in accordance with Board approval, it being understood and agreed that LMEG must provide notice to THRIVEPOINT of any material change to any website, online or digital materials (but excluding regular informational updates on current events) to the extent required

under Section 53G-5-404 of the Utah Act;

(xv) assisting THRIVEPOINT in researching, writing and submitting federal, state and other program grant proposals, in accordance with Board approval;

(xvi) assisting in creating budgets, if and when requested by the Board, for Board consideration;

(xvii) monitoring THRIVEPOINT's operations within such Board approved budgets and reporting the results of such monitoring to the Board;

(xviii) assisting with THRIVEPOINT's student admissions process, as requested by the Board; provided that the Board will have the ultimate authority to decide whether any given student will be enrolled in THRIVEPOINT at any time during the school year;

(xix) assisting THRIVEPOINT as needed in procuring one or more leases or subleases, in accordance with Board approval;

(xx) preparing financial statements on an annual and as-needed basis for Board approval;

(xxi) auditing THRIVEPOINT's internal records and assisting with audit preparation, for delivery to the Board;

(xxii) procuring and maintaining a Board approved student management system that is compliant with state and federal student attendance and reporting requirements; and

(xxiii) providing other administrative services, as requested and approved by the Board and LMEG in compliance with the Utah Act.

(c) Authority and Responsibility Limitations. LMEG agrees that it will obtain prior written approval from the Board before engaging in any action outside of THRIVEPOINT's ordinary course of business. Additionally, LMEG shall not have discretion to incur expenses outside of a Board approved budget on THRIVEPOINT's behalf without the Board's prior approval. LMEG shall not enter into a contract or other binding agreement on THRIVEPOINT's behalf, or make any statements that would create a material obligation or undertaking for THRIVEPOINT, absent prior Board approval. The Board has sole discretion to determine whether and which additional matters require Board approval. Specific circumstances in which LMEG must receive prior written Board approval include, but are not limited to, decisions regarding: (i) THRIVEPOINT's location; (ii) THRIVEPOINT's curricula; (iii) THRIVEPOINT's policies and procedures (as further set forth in Section 1.3); (iv) the structure and/or content of any outreach program(s) entered into or participated in on THRIVEPOINT's behalf; (v) the content of information disclosed to students, any future employees or the public on THRIVEPOINT's behalf; (vi) THRIVEPOINT's budget or matters involving

THRIVEPOINT's fiscal health; (vii) hiring, compensation, non-renewal, discipline, assignment, transfer, or firing decisions or policies regarding any THRIVEPOINT officer, director or employee; (viii) the submission of forms for government or other funding; and (ix) any contract or agreement entered into on THRIVEPOINT's behalf.

1.3 Policies. The parties acknowledge and agree that LMEG, in its provision of the Services, will recommend various policies and administrative regulations, but the Board retains ultimate responsibility for adopting any policies and regulations and for overseeing such policies. By way of example and without limiting the foregoing, the Board shall determine whether to approve policies (and may approve administrative regulations) relating to curricula, admissions procedures, student conduct, school calendars and dispute resolution procedures. The Board agrees to provide LMEG written copies of all adopted policies related to THRIVEPOINT and agrees to notify LMEG promptly in writing of any changes to such policies and to provide LMEG with updated copies of all policies.

1.4 Actions in Accordance with THRIVEPOINTS's Exempt Status and Charter. LMEG agrees that it will provide Services in accordance with this Agreement and will not act in any manner that it knows will terminate or threaten to terminate either THRIVEPOINT's status as an organization described in Code Section 501(c)(3) and exempt from federal income tax under Code Section 501(a) or THRIVEPOINT's Charter under Utah law.

1.5 LMEG's Intended Method of Providing Services. LMEG will designate a person to oversee LMEG's responsibilities with THRIVEPOINT. LMEG further intends to initially designate Shannon C. Smith as such person. LMEG, however, maintains the right to select, at LMEG's discretion, any other individual(s) of comparable ability to perform the functions and maintain the responsibilities LMEG has contracted to provide under this Agreement so long as such appointment does not contravene the provisions of Section 54G-5-409 of the Utah Act. Any one or more of these employees may perform any or all Services, at LMEG's discretion. LMEG need not obtain prior Board approval in selecting the person(s) to serve in each position or in determining what functions each person performs under this Agreement. If THRIVEPOINT does not agree, acting reasonably, with LMEG's selection of a particular person for a particular task, after discussing such issue with LMEG, THRIVEPOINT may invoke the provisions of Section 6.5.

1.6 Use of Title. LMEG grants THRIVEPOINT permission to name an LMEG employee as "Executive Director" of THRIVEPOINT. Such designation does not make LMEG or the Executive Director an officer or employee of THRIVEPOINT. The Executive Director will remain an officer and/or employee of LMEG only. Additionally, no compensation will be paid by THRIVEPOINT to LMEG or the Executive Director solely by reason of the use of such title. The Executive Director's compensation shall be paid by LMEG.

ARTICLE 2 SERVICE FEE

2.1 Reasonable Service Fee to be Rendered by THRIVEPOINT.

(a) THRIVEPOINT agrees to pay LMEG a fee of \$_(dollars) per student

enrolled, per semester (“Service Fee”). LMEG will be paid one-sixth of the Service Fee on a monthly basis for each semester on the 15th day of each month. The Fall semester shall run from July 1 through December 31 and the Spring semester shall run from January 1 through June 30. The Service Fee will be calculated based on the charter school estimated enrollment summary report (or similar report) for the current fiscal year that would be submitted to the Utah School Finance Department. A final reconciliation calculation will then be performed by THRIVEPOINT within thirty (30) days of the end of each semester, using final average enrollment totals or similar attendance data reports collected from Utah School Finance Department. If the reconciliation results in any reduction of the Service Fee payable to LMEG for a particular semester, LMEG will return the excess payment amount to THRIVEPOINT within sixty (60) days of both parties receiving the information necessary to make a determination that an excess amount was paid; except that, if THRIVEPOINT has any outstanding balance due to LMEG for reimbursements or otherwise pursuant to this Agreement, then such excess amount may instead be applied first against such outstanding balance due to LMEG from THRIVEPOINT pursuant to this Agreement. Conversely, if the reconciliation results in an addition to the Service Fee payable to LMEG, then THRIVEPOINT will make the required additional payment to LMEG within sixty (60) days of the final reconciliation calculation.

(b) By paying the Service Fee, THRIVEPOINT will receive the benefits of the contracted Services and, through the Service Fee, avoid larger expenses that THRIVEPOINT would otherwise likely incur. The Service Fee does not include reimbursement for direct expenses, as provided for in Section 2.2 below. Should there be any disagreement regarding payments or adjustments to such payments that cannot be resolved between the parties, either party may invoke the provisions of Section 6.5.

(c) The parties agree that it is incumbent upon both parties to enter into this Agreement on the date set forth below. However, LMEG acknowledges that THRIVEPOINT is currently reviewing the marketplace regarding the pricing of Services. As a material part of the consideration for THRIVEPOINT to enter into this Agreement, LMEG agrees that, upon completion of THRIVEPOINT’s market study of fees for Services, the parties shall reassess the Service Fee and, if the market study reveals that THRIVEPOINT can obtain the Services from one or more qualified and competent service providers at a lower fee, this Agreement shall be adjusted to reduce the Service Fee to such lower amount on a retroactive basis from the Effective Date of this Agreement. Any amounts paid to LMEG in excess of such lower service fee shall be refunded by LMEG to THRIVEPOINT within 30 days of the adjustment date. Notwithstanding the foregoing, in the event that the Service Fee is adjusted downward, LMEG shall have the right to cancel this Agreement without being in breach. However, LMEG shall still be required to refund the excess amount charged. Should there be any disagreement regarding payments or adjustments to such payments that cannot be resolved between the parties, either party may invoke the provisions of Section 6.5. THRIVEPOINT generally intends to follow the procedures to establish a rebuttable presumption of reasonableness pursuant to Treasury Regulations Section 53.4958-6 regarding its contracts, as applicable, including in relation to any renewal of this Agreement.

2.2 Reimbursement for Expenses. THRIVEPOINT will reimburse LMEG for any and all Board-approved expenses, whether or not budgeted, which are incurred by LMEG

(including for THRIVEPOINT equipment, supplies, materials, professional services and/or other expenses). Reimbursement shall be made to LMEG within sixty (60) days of LMEG incurring such expense and providing proper documentation to THRIVEPOINT to support such expense, provided such expense is provided for in the budget or otherwise approved by the Board.

2.3 Fees and Reimbursements Subject to Charter School Budget Limitations. Both parties agree that it is essential to maintain the good standing of the Charter. The criteria for maintaining good standing include, but are not limited to, prudent financial management of THRIVEPOINT by the Board. Although the parties have negotiated fees in good faith that they believe represent a fair market value for the Services being provided, due to the uncertainties related to enrollment projections, State funding rates and State apportionment payment deferrals, both parties agree that, notwithstanding any other provision of this Agreement, the Service Fee and reimbursements sought by LMEG shall never cause THRIVEPOINT to:

- a) Have an unbalanced budget in any fiscal year; and/or
- b) Have inadequate cash flow to meet all of its actual and necessary expenses pursuant to State and federal law and the Charter.

In any year in which THRIVEPOINT cannot reach the aforementioned criteria, both parties intend that this provision will cause a reduction in the Service Fee to an amount necessary to allow THRIVEPOINT to meet these criteria. In the event of a State apportionment deferral that defers revenue to a future fiscal year, the parties agree that revenues shall be counted when paid and not when accrued for purposes of determining whether THRIVEPOINT has a balanced budget. Should THRIVEPOINT need to invoke the provisions of this Section 2.3, LMEG shall have the right to terminate this Agreement without causing a breach, as further detailed in Section 3.7.

LMEG acknowledges and agrees that any and all information and materials disclosed by or on behalf of THRIVEPOINT to LMEG or to LMEG's representative(s) relating in any manner to THRIVEPOINT's financial compliance with the Utah Act and any and all other Applicable Laws, including, but not limited to, financial information of THRIVEPOINT (collectively, "Compliance Information") are the sole and exclusive property of THRIVEPOINT. THRIVEPOINT hereby grants to LMEG an nonexclusive, fully paid, royalty free, nontransferable license to utilize and use any and all Compliance Information solely for the purposes of performing LMEG's obligations, duties and responsibilities under this Agreement.

2.4 Change in Service Fee. Except as provided in Sections 2.1(c), 2.3 and 3.3, during the term of this Agreement, and absent a material breach by LMEG or THRIVEPOINT, the Service Fee designated in Section 2.1(a) shall not be varied without the prior written consent of both parties.

2.5 Tax Responsibility. Any taxes based upon or emanating from this Agreement assessed against THRIVEPOINT or caused by THRIVEPOINT's direction of LMEG (except

income taxes, employment taxes, and any federal excise taxes assessed to LMEG) shall be paid by THRIVEPOINT.

ARTICLE 3 AGREEMENT TERM AND TERMINATION

3.1 Initial Term. The initial term of this Agreement shall be for a term of three (3) years from the Effective Date.

3.2 Termination for Cause/Material Breach. If a material breach of this Agreement occurs and such breach is not corrected within ninety (90) days after the breaching party receives written notice describing such breach, then the non-breaching party shall have the right to terminate this Agreement with the breaching party. If the breaching party does not agree that there has been an occurrence of breach or believes that the breach was corrected within ninety (90) days after receipt of written notice of such breach and if the breaching party provides written notice to the other party regarding such position within one hundred and twenty (120) days after receipt of written notice of such breach, then the matter shall be addressed pursuant to Section 6.5.

3.3 Delay in Providing Services. If LMEG does not provide the Services in a timely manner and such delay does not constitute a material breach, LMEG and THRIVEPOINT agree to negotiate, in good faith, a reduction in the Service Fee payable to LMEG to reasonably compensate THRIVEPOINT for LMEG's failure to provide prompt Services.

3.4 Delay in Providing Payment or Reimbursement. If THRIVEPOINT does not provide payment of the Service Fee or reimbursements on the date when such payment or reimbursement is due, interest will accrue at the rate per annum equal to *The Wall Street Journal* prime rate of interest as quoted in the Money Rates section of *The Wall Street Journal*; provided that accrual of such interest shall be waived if the delay is caused by deferrals in State funding to THRIVEPOINT for the period of time that such State funding payments to THRIVEPOINT are deferred.

3.5 Insolvency. Either party may terminate this Agreement upon thirty (30) days written notice, without being in breach of this Agreement, if the other party admits insolvency, makes an assignment for the benefit of creditors, or has a trustee or receiver appointed over all or any substantial part of such party's assets.

3.6 Threat to ThrivePoint's Tax-Exempt Status. If THRIVEPOINT or its representative makes a reasonable written determination that one or more terms of this Agreement threaten either (i) THRIVEPOINT's status as an organization described in Code Section 501(c)(3) and exempt from federal income tax under Code Section 501(a), or (ii) THRIVEPOINT's Charter under Utah law, then the parties agree to renegotiate the problematic terms of this Agreement. If agreeable renegotiated terms cannot be reached within thirty (30) days of THRIVEPOINT providing LMEG with notice and an explanation of its determination pursuant to this Section 3.6, then either party may terminate this Agreement without breach.

3.7 Termination Upon Revocation or Nonrenewal of Charter or Pursuant to Section 2.3. If THRIVEPOINT's Charter is not renewed, this Agreement shall terminate at the end of the Charter term. If THRIVEPOINT's Charter is revoked, this Agreement shall terminate as of the effective date of the revocation. If the fees or reimbursements paid by THRIVEPOINT to LMEG are adjusted pursuant to Section 2.3, LMEG shall have the right to cancel this Agreement with sixty (60) days notice to THRIVEPOINT without being in breach of this Agreement. Notwithstanding any other provisions of this Agreement, in the case of termination of this Agreement due to either revocation or nonrenewal of THRIVEPOINT's Charter, THRIVEPOINT shall owe no further fees or reimbursements to LMEG under this Agreement unless THRIVEPOINT has funds in excess of the amounts necessary to effectuate the school closure process and to dissolve the nonprofit corporation. Any funds available after accounting for school closure and dissolution expenses shall be used to satisfy outstanding LMEG invoices up through and including the date of termination of this Agreement, unless THRIVEPOINT is then party to bankruptcy proceedings, in which case LMEG may submit a claim for all fees and reimbursements due and payable through the bankruptcy proceedings.

3.8 Rights and Obligations after Termination. No termination of this Agreement shall affect the rights, obligations or claims of any party arising prior to the termination of such Agreement, including compensation due LMEG for Services provided under this Agreement prior to the termination date.

ARTICLE 4 CONFIDENTIALITY

4.1 Definition of Confidential Information. As used herein, "Confidential Information" shall mean:

(a) information disclosed by or on behalf of THRIVEPOINT to LMEG or to LMEG's representative(s) concerning disciplinary, academic, health and other student records, including but not limited to those covered by the Family Education Rights and Privacy Act ("FERPA");

(b) information and materials disclosed by or on behalf of THRIVEPOINT to LMEG or to LMEG's representative(s) relating in any manner to THRIVEPOINT or THRIVEPOINT's affiliates, which information and/or materials are not available to the general public or any information and/or materials disclosed by or on behalf of LMEG to THRIVEPOINT or THRIVEPOINT's representatives relating in any manner to LMEG or LMEG's affiliates which information and/or materials are not available to the general public; including, but not limited to, all diagrams, reports, methods, techniques, processes, future plans, financial information, cost and pricing information, computer programs, formulas and equations, the names of any of THRIVEPOINT's or LMEG's suppliers or vendors, or the costs of such supplies or materials, the prices at which THRIVEPOINT or LMEG obtains or has obtained, or at which THRIVEPOINT sells or has sold, its products and services, written business records, specifications and budgets; and

(c) all Compliance Information, to the extent not embodied in the forgoing.

(d) Confidential Information shall include information learned or furnished

either orally or in writing prior to or during the term of this Agreement.

4.2 Agreements Concerning Confidentiality. To protect against improper disclosure of Confidential Information, LMEG and THRIVEPOINT agree that:

(a) all Confidential Information of the other party shall be and remain the exclusive property of such other party;

(b) except for disclosure required by the Utah Act or other applicable law, each party shall limit access to Confidential Information of the other party to individuals employed or retained by the first party who have a need to know the Confidential Information in order to comply with the terms of this Agreement or other valid agreements between such parties. If either party is subject to a subpoena requiring the disclosure of Confidential Information, the party receiving the subpoena agrees to notify the other party prior to disclosing any Confidential Information in response to the subpoena; and

(c) the use of Confidential Information will be limited only to purposes of complying with each party's obligations hereunder, for purposes of complying with the Utah Act or other Applicable Law, or for such other purposes as shall be agreed upon by the other party in writing.

4.3 Exceptions to Confidentiality. The obligations of the parties contained in this Article 4 shall not apply to any Confidential Information which:

(a) was legally in a party's possession on a non-confidential basis prior to receipt from or receipt on behalf of the other party;

(b) was received in good faith on a non-confidential basis from a third party who is not subject to any confidentiality obligations;

(c) is now or later becomes publicly known through no breach of any obligations imposed by this Article 4 or other provision(s) of this Agreement; or

(d) was developed without the developing person(s) using any Confidential Information.

4.4 GRAMA. Notwithstanding anything in this Agreement to the contrary, LMEG acknowledges that this Agreement and related records such as invoices, reports, communications, etc. (collectively, "Agreement Records") might be considered public records under the Utah Government Records Access and Management Act, Utah Code Ann. § 63G-2-101 et seq. ("GRAMA") or other applicable public records laws. Without limiting the generality of the foregoing, LMEG acknowledges that Agreement Records deemed Confidential Information pursuant to this Agreement might still be considered public records under applicable public records laws. To the extent either party receives a request for disclosure of, or information about, one or more Agreement Records pursuant to a public records request (a "Request"), each of THRIVEPOINT and LMEG shall cooperate together in good faith in a

manner that such party deems reasonable in managing the Request and coordinating any applicable disclosure in response thereto.

ARTICLE 5 WARRANTIES AND INDEMNITIES

5.1 Warranties. Each party represents and warrants that it:

(a) is an organization duly organized, validly existing and in good standing under the laws of the state in which it is formed;

(b) has all requisite power and authority and the legal right to enter into this Agreement and to perform its obligations under this Agreement;

(c) has taken all necessary action on its part to authorize the execution and delivery of this Agreement and the performance of its obligations under this Agreement;

(d) has duly executed and delivered this Agreement, which, in turn, constitutes a legal, valid, binding obligation, enforceable against such party in accordance with its terms; and

(e) has approved this Agreement by a majority of Board members or other authorized Persons who do not have a conflict of interest in approving this Agreement.

5.2 Indemnities.

(a) Indemnification by THRIVEPOINT. Except to the extent caused by LMEG'S gross negligence or willful misconduct, THRIVEPOINT hereby agrees to indemnify and hold harmless LMEG, and its managers, members, officers, directors, employees, affiliates and representatives from any and all claims, demands, suits, damages, costs, expenses or any other liability, including attorneys' fees and costs of investigation, arising out of or under or related to the breach by THRIVEPOINT of any of its agreements, representations, warranties, or covenants contained herein; provided that, in no event, shall THRIVEPOINT be liable to LMEG for any special, indirect, consequential or punitive damages, whether as a result of a claim based in contract, tort or otherwise.

(b) Indemnification by LMEG. Except to the extent caused by THRIVEPOINT'S gross negligence or willful misconduct, LMEG hereby agrees to indemnify and hold harmless THRIVEPOINT, and its officers, directors, employees, affiliates and representatives from any and all claims, demands, suits, damages, costs, expenses or any other liability, including attorneys' fees and costs of investigation, arising out of or under or related to the breach by LMEG of any of its agreements, representations, warranties, or covenants contained herein; provided that, in no event, shall LMEG be liable to THRIVEPOINT for any special, indirect, consequential or punitive damages, whether as a result of a claim based in contract, tort or otherwise.

ARTICLE 6 GENERAL PROVISIONS

6.1 Notices.

Any notice, demand, or communication required or permitted to be given to a party by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if (i) delivered personally, (ii) sent by facsimile, or (iii) sent by registered or certified mail, postage prepaid, addressed to the party at the address set forth below. Except as otherwise provided herein, any such notice shall be deemed to be given on the date on which the same was personally delivered, on the date on which the notice was transmitted by facsimile if confirmation thereof is obtained or, if sent by registered or certified mail, three days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as aforesaid. The inability to deliver any such notice because of a changed mailing address or facsimile, of which no notice was given, or because of the rejection or refusal to accept such notice, shall be deemed to be the effective receipt of the notice as of the date of such inability to deliver, rejection or refusal to accept. Notice may be given by counsel or an agent for a party.

If to LMEG:

Learning Matters Educational Group, LLC
4744 W. Grovers Ave
Glendale, AZ 85308

If to THRIVEPOINT:

ThrivePoint Academy of Utah
1181 S 900 E
Salt Lake City, UT 84105

6.2 Waiver. No waiver of any breach of the terms of this Agreement shall be effective unless such waiver is in writing and signed by the party against whom such waiver is claimed. No waiver of any breach shall be deemed to be a waiver of any other or subsequent breach.

6.3 Severability. If any term, provision, or section of this Agreement shall be found to be unenforceable, that term, provision, or section shall be stricken from this Agreement and shall not affect the validity or enforceability of the remaining terms, provisions and sections of this Agreement. Any term, provision, or section of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms, provisions, and sections of this Agreement or affecting the validity or enforceability of any of the terms, provisions, or sections of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only as broad as enforceable.

6.4 Further Assurances. Each party shall execute such documents and shall give such further assurances as shall be reasonably necessary or desirable to perform its obligations

hereunder.

6.5 Governing Law; Dispute Resolution.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without applying any choice of law provisions of the State of Utah, or any other jurisdiction.

(b) If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation, administered under the supervision of a mutually agreed upon mediator. The mediation shall be held in Salt Lake City, Utah.

(c) Should mediation not successfully resolve the dispute(s), then, subject to the provisions of Section 6.5(d), the parties agree to proceed to mandatory and binding arbitration before a single arbitrator, pursuant to existing rules of the American Arbitration Association, with procedures to be mutually agreed upon by the parties. The arbitration shall take place in Salt Lake City, Utah.

(d) Irrespective of the mediation and arbitration provisions set forth herein, each party understands and agrees that a breach of this Agreement may result in the other party suffering irreparable harm in which the full extent of damages may be impossible to ascertain and monetary damages may not be an adequate remedy. As such, in its sole discretion, either party may seek immediate judicial relief as available in law or equity, and the initiation of any judicial proceeding will suspend the dispute resolution procedures set forth above.

(e) The arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the State of Utah, in accordance with this Section 6.5, in deciding the issues to be heard. Notice of any motions before the arbitrator shall be given to the arbitrator. Any party may cause to be prepared, at its expense, a written transcription or electronic recordation of such arbitration. The award of the arbitrator shall be supported by written findings of fact and conclusions of law.

(f) Except as may be required by law, no party, mediator or arbitrator may disclose the existence, content, or results of any mediation or arbitration hereunder without the prior written consent of both parties.

(g) Each party will bear its own costs and expenses associated with the mediation and/or arbitration procedures set forth in this Section 6.5, except that the parties will share equally any fees payable to a professional mediator and/or arbitrator.

(h) With respect to any matter not subject to mediation or arbitration, each of the parties hereby irrevocably and unconditionally consents to submit to the jurisdiction of the federal courts of the United States of America (located in Salt Lake City, Utah.) or, if such federal courts do not have jurisdiction, to the courts of the State of Utah (located in Salt Lake City) for any litigation arising out of or relating to this Agreement and the transactions

contemplated hereby, and further agrees that service of any process, summons, notice or document by U.S. certified mail to the party's respective address set forth in this Agreement shall be effective service of process for any litigation brought against the party in any such court. Each of the parties irrevocably and unconditionally waives any objection to the laying of venue of any litigation arising out of this Agreement or the transactions contemplated hereby in the courts of the United States of America or the State of Utah, in each case located in Salt Lake City, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim that any such litigation brought in any such court has been brought in an inconvenient forum.

(i) Each of the parties irrevocably agrees and acknowledges that any judgment (whether issued by a court, arbitrator or other person or entity) which one party may have against the other party, and all other monetary claims which one party may have against the other party, may be enforced in any jurisdiction in which the party subject to the monetary obligation has assets.

6.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

6.7 Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns. Except as provided herein, this Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

6.8 Entire Agreement; Amendment. Except as may be expressly set forth to the contrary herein, this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties (and their affiliates) with respect to the subject matter hereof. This Agreement may be amended only in writing signed by the parties.

6.9 No Benefit to Others. Except as may be expressly set forth to the contrary herein, the representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the parties hereto and their successors and permitted assigns, and the Agreement will not be construed as conferring, and is not intended to confer, any rights on any other persons or entities.

6.10 Public Statements. The parties will coordinate with one another on all public statements regarding THRIVEPOINT, including, without limitation, statements regarding the contractual relationship set forth in this Agreement, and statements regarding the performance by either party regarding the obligations hereunder. Except as required by Applicable Law, neither party will disseminate, publish or release any such statements or materials without the prior written consent of the other party, which consent will not be unreasonably withheld, conditioned or delayed.

6.11 Rights and Remedies. The rights and remedies provided by this Agreement are

cumulative and the use of any one right or remedy shall not preclude or waive the right to use any or all other remedies. These rights and remedies are given in addition to any other rights that the parties may have by law, statute, ordinance or otherwise.

6.12 Headings. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to define or limit the scope, extent or intent of this Agreement or any provision herein.

6.13 Recitals and Exhibits. The Recitals and any Exhibits to this Agreement are hereby incorporated into this Agreement by reference.

6.14 Construction. The parties agree that this Agreement was jointly developed and prepared and shall not be construed for or against either party by reason of the physical preparation of this Agreement.

6.15 Facsimile and Pdf Signatures. The parties agree that, if a duly authorized representative of one party signs this Agreement and transmits such Agreement to the other party via facsimile or email transmission, and a duly authorized representative of the other party then signs such transmission, then this Agreement shall have been validly executed by both parties. In such case, the fully signed document and the facsimile or pdf of such document (bearing all signatures and transmitted to the party that originally signed such document), shall be deemed original documents.

6.16 Relationship of Parties. The parties to this Agreement are not partners or joint venturers. LMEG is an independent contractor of THRIVEPOINT. This Agreement shall not constitute any party as the legal representative or agent of the other, nor shall any party or any affiliate of any party have the right or authority to assume, create or incur any liability or obligation, express or implied, against, in the name of, or on behalf of the other party.

6.17 Independent Counsel.

(a) Joint Preparation. This Agreement shall be considered, for all purposes, as having been prepared through the joint efforts of the parties to this Agreement. No presumption shall apply in favor of or against any party in the interpretation of this Agreement or any such other agreement or instrument, or in the resolution of any ambiguity of any provision hereof or thereof, based on the preparation, substitution, submission, or other event of negotiation, drafting or execution hereof or thereof.

(b) Independent Counsel. Each party to this Agreement understands and acknowledges that each of them is entitled to and has been afforded the opportunity to consult legal and tax counsel of its choice regarding the terms, conditions and legal effects of this Agreement as well as the advisability and propriety thereof. Each party to this Agreement further understands and acknowledges that having so consulted, or having had the opportunity to consult with, legal and tax counsel of its choosing, such party hereby waives any right to raise or rely upon the lack of representation or effective representation in any future proceedings or in connection with any future claim resulting from this Agreement. The parties

acknowledge that (i) Snell & Wilmer L.L.P. has represented LMEG with respect to the preparation of this Agreement, (ii) no other party to this Agreement has sought or obtained legal advice from Snell & Wilmer L.L.P. related to this Agreement or the transactions contemplated herein, and (iii) Snell & Wilmer L.L.P. has not rendered any advice to or represented any other party to this Agreement.

6.18 Legal Fees. LMEG and THRIVEPOINT shall pay their own respective legal fees incurred in negotiating and preparing this Agreement.

(SIGNATURE PAGE FOLLOWS)

**LEARNING MATTERS EDUCATIONAL
GROUP, LLC, an Arizona limited liability
company**

By:
Its:

**THRIVEPOINT ACADEMY OF UTAH, a Utah
non-profit corporation**

By:
Its:

Appendix G: Grant Application



Utah State Charter School Board

Startup and Implementation Grant Application - Revised July 29, 2021

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

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

The Startup and Implementation Grant is based on [UCA §53F-2-705](#) and USBE Rule 277-470-5.

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

Grant Assurances

Grant funds may only be used for the following:

- Post-award planning and design of the educational program;
- Research-based professional learning activities for teachers, staff, and board;
- Informing the community about the school;
- Acquiring necessary equipment and educational materials and supplies;
- Acquiring, developing or aligning curriculum, and;
- Other initial operational costs, such as:

- Costs associated with creating and implementing office functions;
- Costs associated with the installation of computers, data systems, networks, and telephones;
- Personnel expenses incurred either before or after the school’s opening (not to exceed a total of \$5,000 per month); and
- Rental or occupancy costs for the school facility for a reasonable period of time in preparation for the school’s opening.

The board understands that:

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

Shannon Creamer Smith

October 3,2023

Board Chair Signature

Date

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

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

Budget Categories	Startup Year	Implementation Year 1	Implementation Year 2	Total
Salaries (100)	\$250,500			\$250,500
<i>Additional info and Comments</i>	Salaries for Teachers, Success Coaches, Counselor, Superintendent,			

	Coordinators, and Administrative Staff			
Employee Benefits (200)	\$90,180			\$90,180
<i>Additional info and Comments</i>	Benefits for Teachers, Success Coaches, Counselor, Superintendent, Coordinators, and Administrative Staff			
P & T Services (300)	\$0			\$0
<i>Additional info and Comments</i>				
Property Services(400)				\$0
<i>Additional info and Comments</i>				
Other Services (500)				\$0
<i>Additional info and Comments</i>				
Travel (580)				
<i>Additional info and Comments</i>				
Supplies and Materials(600)	\$12,500			\$12,500
<i>Additional info</i>	Staff			

<i>and Comments</i>	Computers, Office Supplies and Materials, Textbooks			
Property (700)	\$28,000	\$18,820		\$46,820
<i>Additional info and Comments</i>	Classroom and Office Furniture	Classroom and Office Furniture		
Total	\$381,180	\$18,820		\$400,000

Budget Sheets Years 0-2

Start Up Year Budget 2024-25

ThrivePoint Academy of Utah		FY_2024-25__					
Startup Year		100% Enrollment			Breakeven Enrollment		
Number of Students:		0			0		
Grade Configuration:		9-12			9-12		
Revenue							
Food Services Sales to Students		0 \$0			0 \$0		
Student Activities		\$0			\$0		
Contributions and Donations from Private Sources:							
Source(s) (specify)		\$0			\$0		
Miscellaneous		\$0			\$0		
Total Revenue From Local Sources (1000)		\$0			\$0		
Estimated Total All State Funding		\$ -			\$ -		
Charter School Revolving Loan		\$300,000					
Charter School Startup and Implementation Grant		\$400,000					
Total Revenue from State Sources (3000)		\$700,000			\$0		
Federal Child Nutrition Program		0 \$0			0 \$0		
Restricted Federal Grants-in-Aid Received via USBE (IDEA)		\$0			\$0		
Federal Elementary and Secondary Education Act of 1965 (ESEA)		\$0			\$0		
Total Revenue from Federal Sources (4000)		\$0			\$0		
Loan Proceeds (other than revolving loan)		\$0			\$0		
Commercial		\$0			\$0		
Other (Loan from EMO)		\$0			\$0		
Budget from Surplus (For Budgeting Purposes Only)		\$0			\$0		
Total Revenue from Other Sources & Changes (5000 & 6000)		\$0			\$0		
Total Revenue		\$700,000			\$0		
Expenditures		Number	Salary/Cost	Total	Number	Salary/Cost	Total
--- SALARIES ---							
10.131	Salaries - Teachers	1.25	\$57,000	\$71,250	0.00	\$0	\$0
10.132	Salaries - Substitute Teachers	0.00	\$0	\$0	0.00	\$0	\$0
10.161	Salaries - Teacher Aides and Paraprofessionals	1.00	\$45,000	\$45,000	0.00	\$0	\$0
10.198	Salaries - Other Classified Personnel	0.00	\$0	\$0	0.00	\$0	\$0
	Total 10 (1000)-INSTRUCTION Salaries (100)			\$116,250			\$0
21.141	Salaries - Attendance and Social Work Personnel	0.00	\$0	\$0	0.00	\$0	\$0
21.142	Salaries - Guidance Personnel	0.25	\$57,000	\$14,250	0.00	\$0	\$0
21.143	Salaries - Health Services Personnel	0.00	\$0	\$0	0.00	\$0	\$0
21.144	Salaries - Psychological Personnel	0.00	\$0	\$0	0.00	\$0	\$0
21.152	Salaries - Secretarial and Clerical	0.00	\$0	\$0	0.00	\$0	\$0
21.198	Salaries - Other Classified Personnel	0.00	\$0	\$0	0.00	\$0	\$0
	Total - STUDENT SUPPORT Salaries (100)			\$14,250			\$0
22.145	Salaries - Licensed Media Personnel	0.00	\$0	\$0	0.00	\$0	\$0
22.162	Salaries - Non-licensed Media Personnel	0.00	\$0	\$0	0.00	\$0	\$0
22.198	Salaries - Other Classified Personnel	0.00	\$0	\$0	0.00	\$0	\$0
	Total - INSTRUCTIONAL STAFF SUPPORT Salaries (100)			\$0			\$0
24.121	Salaries Principals and assistant principals	0.75	\$100,000	\$75,000	0.00	\$0	\$0
24.152	Salaries - Secretarial and Clerical Personnel	1.25	\$40,000	\$50,000	0.00	\$0	\$0
24.198	Salaries - Other Classified Personnel	0.25	\$60,000	\$15,000	0.00	\$0	\$0
	Total - SCHOOL ADMINISTRATION Salaries (100)			\$140,000			\$0
26.181	Salaries - Operation & Maintenance Supervisors	0.00	\$0	\$0	0.00	\$0	\$0
26.182	Salaries - Custodial & Maintenance Personnel	0.00	\$0	\$0	0.00	\$0	\$0
	Total -OPERATION & MAINT OF FACILITIES Salaries (100)			\$0			\$0

31.191	Salaries - Food Services Personnel	0.00	\$0	\$0	0.00	\$0	\$0
	Total -FOOD SERVICES Salaries (100)			\$0			\$0
	TOTAL - SALARIES (100)			\$270,500			\$0
--- EMPLOYEE BENEFITS ---							
10.210	State Retirement - Instruction	0%	\$116,250	\$0	0%	\$0	\$0
21.210	State Retirement - Student Support	0%	\$14,250	\$0	0%	\$0	\$0
22.210	State Retirement - Instructional Staff Support	0%	\$0	\$0	0%	\$0	\$0
24.210	State Retirement - School Administration	0%	\$140,000	\$0	0%	\$0	\$0
26.210	State Retirement - Operation & Main of Facilities	0%	\$0	\$0	0%	\$0	\$0
31.210	State Retirement - Food Services	0%	\$0	\$0	0%	\$0	\$0
	Total - State Retirement			\$0			\$0
10.220	Social Security Contributions/Workers' Compensation/Unemployment Insurance	10%	\$116,250	\$11,625	10%	\$0	\$0
21.220	Social Security Contributions/Workers' Compensation/Unemployment Insurance	10%	\$14,250	\$1,425	10%	\$0	\$0
22.220	Social Security Contributions/Workers' Compensation/Unemployment Insurance	10%	\$0	\$0	10%	\$0	\$0
24.220	Social Security Contributions/Workers' Compensation/Unemployment Insurance	10%	\$140,000	\$14,000	10%	\$0	\$0
26.220	Social Security Contributions/Workers' Compensation/Unemployment Insurance	10%	\$0	\$0	10%	\$0	\$0
31.220	Social Security Contributions/Workers' Compensation/Unemployment Insurance	10%	\$0	\$0	10%	\$0	\$0
	Total - Social Security Contributions/Workers' Compensation/Unemployment Insurance			\$27,050			\$0
10.240	Medical Insurance/Dental Insurance/Group Life - Instruction	15%	\$116,250	\$17,438	15%	\$0	\$0
21.240	Medical Insurance/Dental Insurance/Group Life - Student Support	15%	\$14,250	\$2,138	15%	\$0	\$0
22.240	Medical Insurance/Dental Insurance/Group Life - Instructional Staff Suppo	15%	\$0	\$0	15%	\$0	\$0
24.240	Medical Insurance/Dental Insurance/Group Life - School Administration	15%	\$140,000	\$21,000	15%	\$0	\$0
26.240	Medical Insurance/Dental Insurance/Group Life - Operation & Maintenance	15%	\$0	\$0	15%	\$0	\$0
31.240	Medical Insurance/Dental Insurance/Group Life - Food Services	15%	\$0	\$0	15%	\$0	\$0
	Total- Medical Insurance/Dental Insurance/Group Life			\$40,575			\$0
10.290	Other Employee Benefits (specify) - Instruction	5%	\$116,250	\$5,813	1%	\$0	\$0
21.290	Other EmployeeBenefits (specify) - Student Support	5%	\$14,250	\$713	1%	\$0	\$0
22.290	Other Employee Benefits (specify) - Instructional Staff Support	5%	\$0	\$0	1%	\$0	\$0
24.290	Other Employee Benefits (specify) - School Administration	5%	\$140,000	\$7,000	1%	\$0	\$0
26.290	Other Employee Benefits (specify) - Operation & Maintenance of Facilities	5%	\$0	\$0	1%	\$0	\$0
31.290	Other Employee Benefits (specify) - Food Services	5%	\$0	\$0	1%	\$0	\$0
	Total - Other Employee Benefits			\$13,525			\$0
	TOTAL EMPLOYEE BENEFITS (200)			\$81,150			\$0
--- PURCHASED PROFESSIONAL & TECHNICAL SERVICES ---							
10.300	Pur-hased Prof & Tech Services - Instruction			\$0			\$0
21.300	Pur-hased Prof & Tech Services - Student Support			\$0			\$0
22.300	Pur-hased Prof & Tech Services - Instructional Staff Support			\$0			\$0
24.300	Pur-hased Prof & Tech Services - School Administration			\$0			\$0
26.300	Pur-hased Prof & Tech Services - Operation & Maintenance of Facilities			\$0			\$0
31.300	Pur-hased Prof & Tech Services - Food Services			\$0			\$0
	TOTAL - PURCHASED PROFESSIONAL & TECHNICAL SERVICES (300)			\$0			\$0
--- PURCHASED PROPERTY SERVICES ---							

26.400	Purchased Property Services			\$15,000			\$0
26.441	Rental of Land & Buildings			\$92,080			\$0
26.450	Construction Services			\$0			\$0
	TOTAL - PURCHASED PROPERTY SERVICES (400)			\$107,080			\$0
--- OTHER PURCHASED SERVICES ---							
27.510	Student Transportation Services (To/From School)			\$0			\$0
24.520	Insurance (other than employee benefits - e.g. D&O)			\$0			\$0
45.521	Property Insurance			\$0			\$0
45.522	Liability Insurance			\$0			\$0
10.530	Communication (telephone and other) - Instructional			\$0			\$0
21.530	Communication (telephone and other) - Student Support			\$0			\$0
24.530	Communication (telephone and other) - School Administration			\$0			\$0
26.530	Communication (telephone and other) - Operation and Maintenance of Fac			\$0			\$0
24.540	Advertising			\$7,500			\$0
10.550	Printing and Binding - Instruction			\$0			\$0
21.550	Printing and Binding - Student Support			\$0			\$0
24.550	Printing and Binding - School Administration			\$0			\$0
10.560	Tuition			\$0			\$0
21.570	Food Service Management			\$0			\$0
21.580	Staff Travel/Per Diem - Student Support			\$0			\$0
24.580	Staff Travel/Per Diem - School Administration			\$2,000			\$0
26.580	Staff Travel/Per Diem - Operation and Maintenance of Facilities			\$0			\$0
10.590	Inter-educational, Interagency Purchased Services			\$0			\$0
	TOTAL - OTHER PURCHASED SERVICES (500)			\$9,500			\$0
--- SUPPLIES & MATERIALS---							
10.600	Supplies & Materials - Instruction	300	\$17	\$5,000	0	\$0	\$0
10.641	Textbooks	300	\$8	\$2,500	0	\$0	\$0
21.600	Supplies & Materials - Student Support	0	\$0	\$0	0	\$0	\$0
22.640	Books and Periodicals	0	\$0	\$0	0	\$0	\$0
22.644	Library Books	0	\$0	\$0	0	\$0	\$0
24.600	Supplies & Materials - School Administration	1	\$5,000	\$5,000	0	\$0	\$0
26.600	Supplies & Materials - Operation & Maintenance of Facilities	0	\$0	\$0	0	\$0	\$0
31.600	Supplies & Materials - Food Service		\$0	\$0		\$0	\$0
31.630	Food - Food Service			\$0			\$0
	TOTAL - SUPPLIES & MATERIALS (600)			\$12,500			\$0
--- PROPERTY ---							
10.700	Property - Instruction			\$0			\$0
21.700	Property - Student Support			\$0			\$0
24.700	Property - School Administration			\$0			\$0
26.700	Property - Operation & Maintenance of Facilities			\$0			\$0
31.700	Property - Food Services			\$0			\$0

31.790	Depreciation and Amortization (Kitchen Equipment)	\$ - 7	\$0	\$ - 7	\$0
49.710	Land and Site Improvements		\$0		\$0
49.720	Buildings		\$0		\$0
27.732	School Buses		\$0		\$0
10.733	Furniture and Fixtures - Instruction		\$20,000		\$0
21.733	Furniture and Fixtures - Student Support		\$0		\$0
24.733	Furniture and Fixtures - School Administration		\$8,000		\$0
10.734	Technology Related Hardware - Instruction		\$0		\$0
21.734	Technology Related Hardware - Student Support		\$0		\$0
24.734	Technology Related Hardware - School Administration		\$0		\$0
10.736	Technology Software - Instruction		\$0		\$0
21.736	Technology Software - Student Support		\$0		\$0
24.736	Technology Software - School Administration		\$0		\$0
27.735	Non-Bus Vehicles		\$0		\$0

10.739	Other Equipment - Instruction		\$0		\$0
21.739	Other Equipment - Student Support		\$0		\$0
24.739	Other Equipment - School Administration		\$0		\$0
TOTAL - PROPERTY (700)			\$28,000		\$0

--- DEBT SERVICE & MISCELLANEOUS ---

10.890	Miscellaneous Expenditures - Instruction		\$0		\$0
21.890	Miscellaneous Expenditures- Student Support		\$0		\$0
24.890	Miscellaneous Expenditures- School Administration		\$0		\$0
26.890	Miscellaneous Expenditures - Operation & Maintenance of Facilities		\$0		\$0
31.890	Miscellaneous Expenditures - Food Services		\$0		\$0
45.890	Miscellaneous Expenditures - Facilities, Acquisition, & Construction Services		\$0		\$0
10.810	Dues & Fees - Instruction		\$0		\$0
21.810	Dues & Fees - Student Support		\$0		\$0
24.810	Dues & Fees -School Administration		\$0		\$0
26.810	Dues & Fees - Operation & Maintenance of Facilities		\$0		\$0
	Total - Miscellaneous		\$0		\$0
45.830	Interest on Debt		\$7,635		\$0
45.840	Redemption of Principal		\$0		\$0
	Total Debt Service		\$7,635		\$0
TOTAL - DEBT SERVICE & MISCELLANEOUS (800)			\$7,635		\$0

Total Expenditures \$516,365 \$0

1000	Local		\$0		\$0
3000	State		\$700,000		\$0
4000	Federal		\$0		\$0
TOTAL REVENUES			\$700,000		\$0

100	Salaries		\$270,500		\$0
200	Employee Benefits		\$81,150		\$0
300	Purchased Professional & Technical Services		\$0		\$0
400	Purchased Property Services		\$107,080		\$0
500	Other Purchased Services		\$9,500		\$0
600	Supplies & Materials		\$12,500		\$0
700	Property		\$28,000		\$0
800	Debt Service & Miscellaneous		\$7,635		\$0
TOTAL EXPENDITURES			\$516,365		\$0
Excess or Deficiency of Revenues over Expenditures			\$183,635		\$0
Other Sources of Funding (5000 & 6000)			\$0		\$0
Net Asset Balance (Fund Balance)			\$183,635		\$0
Reserves as Percentage of Total Revenue (Net Assets / Total Revenue)			26%		0%
Percentage of Funding Contributed to Reserve Balance (Ttl Rev - Ttl Exp / Ttl Rev = >5%)			26%		0%

Year 1 2025-26 Maximum Authorized Enrollment

CHARTER SCHOOL WORKSHEET			
*****PROJECTION ONLY*****			
ThrivePoint Academy of Utah			
	Max Authorized Enrollment	Rating Factor	WPU Generated
Estimated enrollment (HDK)		0.55	0
Estimated enrollment (FDK)		0.9	0
Estimated enrollment (1-3)		0.9	0
Estimated enrollment (4-6)		0.9	0
Estimated enrollment (7-8)	100	0.99	99
Estimated enrollment (9-12)	300	1.2	360
Special Ed enrollment (1-12)	40		
Special Ed (Self-Contained)	4		
Number of Teachers (K-6)			
Number of Teachers (7-12)	6		
WPU Value	\$4,629		
No. of Teachers (FTE) (CACTUS)	8		
School Administrators (CACTUS)	4		
Program Name	Rate	WPU Generated	Amount Generated
WPU Programs			
Regular Basic School:			
Regular WPU - K-12	See above	459.0000	\$ 2,124,711
Professional Staff	0.069966	32.1144	148,658
Restricted Basic School:			
Special Ed--Add-on			
Spec. Ed. Self-Contained			
Special Ed-State Programs			
Career and Technical Ed.			
Student at Risk Add-on			
Class Size Reduction (K-8)			
Total WPU Programs		491.1144	\$ 2,273,369
Non-WPU Programs			
Related to Basic Programs:			
Flexible Allocation-WPU Distribution			

Charter Funding Base			
Focus Populations			
Early Literacy			
Enhancement for Accelerated Students			
Other			
School Land Trust Program			
Grants for Professional Learning			
Educator Professional Time			
TSSA			
Student Health & Counseling			
Digital Teaching and Learning			
Educator Salary Adjustment (ESA)			
ESA-School Administrators			
Teacher Supplies and Material			
Local Replacement Dollars	Average \$3,074 per student		1,241,896
Total Non-WPU			\$ 1,241,896
ESTIMATED Total All State Funding			\$ 3,515,265

Year 1 Break Even Enrollment 2025-26

CHARTER SCHOOL WORKSHEET			
*****PROJECTION ONLY*****			
ThrivePoint Academy of Utah			
	Break Even Enrollment	Rating Factor	WPU Generated
Estimated enrollment (HDK)		0.55	0
Estimated enrollment (FDK)		0.9	0
Estimated enrollment (1-3)		0.9	0
Estimated enrollment (4-6)		0.9	0
Estimated enrollment (7-8)	80	0.99	79.2
Estimated enrollment (9-12)	240	1.2	288
Special Ed enrollment (1-12)	32		
Special Ed (Self-Contained)	3.2		
Number of Teachers (K-6)			
Number of Teachers (7-12)	6		
WPU Value	\$4,629		
No. of Teachers (FTE) (CACTUS)	8		
School Administrators (CACTUS)	4		
Program Name	Rate	WPU Generated	Amount Generated
WPU Programs			
Regular Basic School:			
Regular WPU - K-12	See above	367.2000	\$ 1,699,769
Professional Staff	0.069966	25.6915	118,926
Restricted Basic School:			
Special Ed--Add-on			
Spec. Ed. Self-Contained			
Special Ed-State Programs			
Career and Technical Ed.			
Students at Risk Add-on			
Class Size Reduction (K-8)			
Total WPU Programs		392.8915	\$ 1,818,695
Non-WPU Programs			

Related to Basic Programs:			
Flexible Allocation-WPU Distribution			
Charter Funding Base			
Focus Populations			
Early Literacy			
Enhancement for Accelerated Students			
Other			
School Land Trust Program			
Grants for Professional Learning			
Educator Professional Time			
TSSA			
Student Health & Counseling			
Digital Teaching and Learning			
Educator Salary Adjustment (ESA)			
ESA-School Administrators			
Teacher Supplies and Materials			
Local Replacement Dollars	Average \$3,074 per student		993,517
Total Non-WPU			\$ 993,517
ESTIMATED Total All State Funding			\$ 2,812,212

Year 1 Operational Budget 2025-26

ThrivePoint Academy of Utah		FY 2025-26					
First Operational Year		100% Enrollment			Breakeven Enrollment		
Number of Students:		400			320		
Grade Configuration:		9-12			9-12		
Revenue							
Food Services Sales to Students		400	\$167,040		320	\$130,176	
Student Activities		\$33,384			\$101		
Contributions and Donations from Private Sources:							
Source(s) (specify)		\$0			\$0		
Miscellaneous		\$0			\$0		
Total Revenue From Local Sources (1000)		\$200,424			\$130,277		
Estimated Total All State Funding		\$ 3,515,264.53			\$ 2,812,211.62		
Charter School Revolving Loan							
Charter School Startup and Implementation Grant		\$0					
Total Revenue from State Sources (3000)		\$3,515,265			\$2,812,212		
Federal Child Nutrition Program		400	\$167,040		320	\$130,176	
Restricted Federal Grants-in-Aid Received via USBE (IDEA)		\$61,376			\$46,592		
Federal Elementary and Secondary Education Act of 1965 (ESEA)		\$59,964			\$43,469		
Total Revenue from Federal Sources (4000)		\$121,340			\$90,061		
Loan Proceeds (other than revolving loan)		\$0			\$0		
Commercial		\$0			\$0		
Other (specify)		\$0			\$0		
Budget from Surplus (For Budgeting Purposes Only)		\$0			\$0		
Total Revenue from Other Sources & Changes (5000 & 6000)		\$0			\$0		
Total Revenue		\$3,837,029			\$3,032,550		
Expenditures		Number	Salary/Cost	Total	Number	Salary/Cost	Total
--- SALARIES ---							
10.131	Salaries - Teachers	8.00	\$57,000	\$456,000	6.00	\$57,000	\$342,000
10.132	Salaries - Substitute Teachers	0.00	\$0	\$0	0.00	\$0	\$0
10.161	Salaries - Teacher Aides and Paraprofessionals	8.00	\$45,000	\$360,000	4.00	\$45,000	\$180,000
10.198	Salaries - Other Classified Personnel	0.00	\$0	\$0	0.00	\$0	\$0
	Total 10 (1000)-INSTRUCTION Salaries (100)			\$816,000			\$522,000
21.141	Salaries - Attendance and Social Work Personnel	0.00	\$0	\$0	0.00	\$0	\$0
21.142	Salaries - Guidance Personnel	1.00	\$57,000	\$57,000	1.00	\$57,000	\$57,000
21.143	Salaries - Health Services Personnel	0.00	\$0	\$0	0.00	\$0	\$0
21.144	Salaries - Psychological Personnel	0.00	\$0	\$0	0.00	\$0	\$0
21.152	Salaries - Secretarial and Clerical	0.00	\$0	\$0	0.00	\$0	\$0
21.198	Salaries - Other Classified Personnel	0.00	\$0	\$0	0.00	\$0	\$0
	Total - STUDENT SUPPORT Salaries (100)			\$57,000			\$57,000
22.145	Salaries - Licensed Media Personnel	0.00	\$0	\$0	0.00	\$0	\$0
22.162	Salaries - Non-licensed Media Personnel	0.00	\$0	\$0	0.00	\$0	\$0
22.198	Salaries - Other Classified Personnel	0.00	\$0	\$0	0.00	\$0	\$0
	Total - INSTRUCTIONAL STAFF SUPPORT Salaries (100)			\$0			\$0
24.121	Salaries Principals and assistant principals	1.00	\$100,000	\$100,000	1.00	\$100,000	\$100,000
24.152	Salaries - Secretarial and Clerical Personnel	5.00	\$40,000	\$200,000	5.00	\$40,000	\$200,000
24.198	Salaries - Other Classified Personnel	3.00	\$60,000	\$180,000	3.00	\$60,000	\$180,000
	Total - SCHOOL ADMINISTRATION Salaries (100)			\$480,000			\$480,000
26.181	Salaries - Operation & Maintenance Supervisors	0.00	\$0	\$0	0.00	\$0	\$0
26.182	Salaries - Custodial & Maintenance Personnel	0.00	\$0	\$0	0.00	\$0	\$0
	Total -OPERATION & MAINT OF FACILITIES Salaries (100)			\$0			\$0

31.191	Salaries - Food Services Personnel	0.00	\$0	\$0	0.00	\$0	\$0
	Total -FOOD SERVICES Salaries (100)			\$0			\$0
	TOTAL - SALARIES (100)			\$1,353,000			\$1,059,000
--- EMPLOYEE BENEFITS ---							
10.210	State Retirement - Instruction	0%	\$816,000	\$0	0%	\$522,000	\$0
21.210	State Retirement - Student Support	0%	\$57,000	\$0	0%	\$57,000	\$0
22.210	State Retirement - Instructional Staff Support	0%	\$0	\$0	0%	\$0	\$0
24.210	State Retirement - School Administration	0%	\$480,000	\$0	0%	\$480,000	\$0
26.210	State Retirement - Operation & Main of Facilities	0%	\$0	\$0	0%	\$0	\$0
31.210	State Retirement - Food Services	0%	\$0	\$0	0%	\$0	\$0
	Total - State Retirement			\$0			\$0
10.220	Social Security Contributions/Workers' Compensation/Unemployment Insurance	10%	\$816,000	\$81,600	10%	\$522,000	\$52,200
21.220	Social Security Contributions/Workers' Compensation/Unemployment Insurance	10%	\$57,000	\$5,700	10%	\$57,000	\$5,700
22.220	Social Security Contributions/Workers' Compensation/Unemployment Insurance	10%	\$0	\$0	10%	\$0	\$0
24.220	Social Security Contributions/Workers' Compensation/Unemployment Insurance	10%	\$480,000	\$48,000	10%	\$480,000	\$48,000
26.220	Social Security Contributions/Workers' Compensation/Unemployment Insurance	10%	\$0	\$0	10%	\$0	\$0
31.220	Social Security Contributions/Workers' Compensation/Unemployment Insurance	10%	\$0	\$0	10%	\$0	\$0
	Total - Social Security Contributions/Workers' Compensation/Unemployment Insurance			\$135,300			\$105,900
10.240	Medical Insurance/Dental Insurance/Group Life - Instruction	15%	\$816,000	\$122,400	15%	\$522,000	\$78,300
21.240	Medical Insurance/Dental Insurance/Group Life - Student Support	15%	\$57,000	\$8,550	15%	\$57,000	\$8,550
22.240	Medical Insurance/Dental Insurance/Group Life - Instructional Staff Suppo	15%	\$0	\$0	15%	\$0	\$0
24.240	Medical Insurance/Dental Insurance/Group Life - School Administration	15%	\$480,000	\$72,000	15%	\$480,000	\$72,000
26.240	Medical Insurance/Dental Insurance/Group Life - Operation & Maintenance	15%	\$0	\$0	15%	\$0	\$0
31.240	Medical Insurance/Dental Insurance/Group Life - Food Services	15%	\$0	\$0	15%	\$0	\$0
	Total- Medical Insurance/Dental Insurance/Group Life			\$202,950			\$158,850
10.290	Other Employee Benefits (specify) - Instruction	5%	\$816,000	\$40,800	5%	\$522,000	\$26,100
21.290	Other EmployeeBenefits (specify) - Student Support	5%	\$57,000	\$2,850	5%	\$57,000	\$2,850
22.290	Other Employee Benefits (specify) - Instructional Staff Support	5%	\$0	\$0	5%	\$0	\$0
24.290	Other Employee Benefits (specify) - School Administration	5%	\$480,000	\$24,000	5%	\$480,000	\$24,000
26.290	Other Employee Benefits (specify) - Operation & Maintenance of Facility	5%	\$0	\$0	5%	\$0	\$0
31.290	Other Employee Benefits (specify) - Food Services	5%	\$0	\$0	5%	\$0	\$0
	Total - Other Employee Benefits			\$67,650			\$52,950
	TOTAL EMPLOYEE BENEFITS (200)			\$405,900			\$317,700
--- PURCHASED PROFESSIONAL & TECHNICAL SERVICES ---							
10.300	Pur:hased Prof & Tech Services - Instruction			\$410,000			\$340,550
21.300	Pur:hased Prof & Tech Services - Student Support			\$30,000			\$30,000
22.300	Pur:hased Prof & Tech Services - Instructional Staff Support			\$5,000			\$5,000
24.300	Pur:hased Prof & Tech Services - School Administration			\$637,000			\$507,050
26.300	Pur:hased Prof & Tech Services - Operation & Maintenance of Facilities			\$50,000			\$50,000
31.300	Pur:hased Prof & Tech Services - Food Services			\$0			\$0
	TOTAL - PURCHASED PROFESSIONAL & TECHNICAL SERVICES (300)			\$1,132,000			\$932,600
--- PURCHASED PROPERTY SERVICES ---							
26.400	Purchased Property Services			\$30,000			\$30,000
26.441	Rental of Land & Buildings			\$184,160			\$184,160

26.450	Construction Services			\$0			\$0
	TOTAL - PURCHASED PROPERTY SERVICES (400)			\$214,160			\$214,160
--- OTHER PURCHASED SERVICES ---							
27.510	Student Transportation Services (To/From School)			\$0			\$0
24.520	Insurance (other than employee benefits - e.g. D&O)			\$30,000			\$30,000
45.521	Property Insurance			\$10,000			\$10,000
45.522	Liability Insurance			\$10,000			\$10,000
10.530	Communication (telephone and other) - Instructional			\$6,000			\$6,000
21.530	Communication (telephone and other) - Student Support			\$0			\$0
24.530	Communication (telephone and other) - School Administration			\$6,000			\$6,000
26.530	Communication (telephone and other) - Operation and Maintenance of Fac			\$0			\$0
24.540	Advertising			\$10,300			\$10,300
10.550	Printing and Binding - Instruction			\$0			\$0
21.550	Printing and Binding - Student Support			\$5,000			\$5,000
24.550	Printing and Binding - School Administration			\$5,000			\$5,000
10.560	Tuition			\$0			\$0
21.570	Food Service Management			\$0			\$0
21.580	Staff Travel/Per Diem - Student Support			\$2,000			\$2,000
24.580	Staff Travel/Per Diem - School Administration			\$2,060			\$2,060
26.580	Staff Travel/Per Diem - Operation and Maintenance of Facilities			\$0			\$0
10.590	Inter-educational, Interagency Purchased Services			\$0			\$0
	TOTAL - OTHER PURCHASED SERVICES (500)			\$86,360			\$86,360
--- SUPPLIES & MATERIALS---							
10.600	Supplies & Materials - Instruction	400	\$300	\$120,000	329	\$300	\$98,700
10.641	Textbooks	400	\$50	\$20,000	329	\$17	\$5,648
21.600	Supplies & Materials - Student Support	400	\$13	\$5,000	329	\$17	\$5,483
22.640	Books and Periodicals	0	\$0	\$0	0	\$0	\$0
22.644	Library Books	0	\$0	\$0	0	\$0	\$0
24.600	Supplies & Materials - School Administration	1	\$5,150	\$5,150	1	\$5,150	\$5,150
26.600	Supplies & Materials - Operation & Maintenance of Facilities	1	\$5,000	\$5,000	1	\$5,000	\$5,000
31.600	Supplies & Materials - Food Service		\$0	\$0		\$0	\$0
31.630	Food - Food Service			\$167,040			\$130,176
	TOTAL - SUPPLIES & MATERIALS (600)			\$322,190			\$250,157
--- PROPERTY ---							
10.700	Property - Instruction			\$0			\$0
21.700	Property - Student Support			\$0			\$0
24.700	Property - School Administration			\$0			\$0
26.700	Property - Operation & Maintenance of Facilities			\$0			\$0
31.700	Property - Food Services			\$0			\$0
31.790	Depreciation and Amortization (Kitchen Equipment)	\$ -	7	\$0	\$ -	7	\$0
49.710	Land and Site Improvements			\$0			\$0
49.720	Buildings			\$0			\$0
27.732	School Buses			\$0			\$0

10.733	Furniture and Fixtures - Instruction		\$20,000		\$20,000
21.733	Furniture and Fixtures - Student Support		\$0		\$0
24.733	Furniture and Fixtures - School Administration		\$8,000		\$8,000
10.734	Technology Related Hardware - Instruction		\$0		\$0
21.734	Technology Related Hardware - Student Support		\$0		\$0
24.734	Technology Related Hardware - School Administration		\$0		\$0
10.736	Technology Software - Instruction		\$0		\$0
21.736	Technology Software - Student Support		\$0		\$0
24.736	Technology Software - School Administration		\$0		\$0
27.735	Non-Bus Vehicles		\$0		\$0

10.739	Other Equipment - Instruction		\$0		\$0
21.739	Other Equipment - Student Support		\$0		\$0
24.739	Other Equipment - School Administration		\$0		\$0
TOTAL - PROPERTY (700)			\$28,000		\$28,000

--- DEBT SERVICE & MISCELLANEOUS ---

10.890	Miscellaneous Expenditures - Instruction		\$0		\$0
21.890	Miscellaneous Expenditures- Student Support		\$0		\$0
24.890	Miscellaneous Expenditures- School Administration		\$0		\$0
26.890	Miscellaneous Expenditures - Operation & Maintenance of Facilities		\$0		\$0
31.890	Miscellaneous Expenditures - Food Services		\$0		\$0
45.890	Miscellaneous Expenditures - Facilities, Acquisition, & Construction Services		\$0		\$0
10.810	Dues & Fees - Instruction		\$0		\$0
21.810	Dues & Fees - Student Support		\$0		\$0
24.810	Dues & Fees -School Administration		\$0		\$0
26.810	Dues & Fees - Operation & Maintenance of Facilities		\$0		\$0
	Total - Miscellaneous		\$0		\$0
45.830	Interest on Debt		\$6,797		\$6,797
45.840	Redemption of Principal		\$72,165		\$72,165
	Total Debt Service		\$78,962		\$78,962
TOTAL - DEBT SERVICE & MISCELLANEOUS (800)			\$78,962		\$78,962
Total Expenditures			\$3,620,572		\$2,966,939

1000	Local		\$200,424		\$130,277
3000	State		\$3,515,265		\$2,812,212
4000	Federal		\$121,340		\$90,061
TOTAL REVENUES			\$3,837,029		\$3,032,550
100	Salaries		\$1,353,000		\$1,059,000
200	Employee Benefits		\$405,900		\$317,700
300	Purchased Professional & Technical Services		\$1,132,000		\$932,600
400	Purchased Property Services		\$214,160		\$214,160

500	Other Purchased Services		\$86,360		\$86,360
600	Supplies & Materials		\$322,190		\$250,157
700	Property		\$28,000		\$28,000
800	Debt Service & Miscellaneous		\$78,962		\$78,962
TOTAL EXPENDITURES			\$3,620,572		\$2,966,939
Excess or Deficiency of Revenues over Expenditures			\$216,457		\$65,611
Other Sources of Funding (5000 & 6000)			\$0		\$0
Net Asset Balance (Fund Balance)			\$216,457		\$65,611
Reserves as Percentage of Total Revenue (Net Assets / Total Revenue)			6%		2%
Percentage of Funding Contributed to Reserve Balance (Ttl Rev - Ttl Exp / Ttl Rev =>5%)			6%		2%

Year 2 Maximum Authorized Enrollment 2026-27

CHARTER SCHOOL WORKSHEET

*******PROJECTION ONLY*******

ThrivePoint Academy of Utah

	Max Authorized Enrollment	Rating Factor	WPU Generated
Estimated enrollment (HDK)		0.55	0
Estimated enrollment (FDK)		0.9	0
Estimated enrollment (1-3)		0.9	0
Estimated enrollment (4-6)		0.9	0
Estimated enrollment (7-8)	130	0.99	128.7
Estimated enrollment (9-12)	380	1.2	456
Special Ed enrollment (1-12)	51		
Special Ed (Self-Contained)	5.1		
Number of Teachers (K-6)			
Number of Teachers (7-12)	10		

WPU Value	\$4,814
No. of Teachers (FTE) (CACTUS)	10
School Administrators (CACTUS)	5

Program Name	Rate	WPU Generated	Amount Generated
WPU Programs			
Regular Basic School:			
Regular WPU - K-12	See above	584.7000	\$ 2,814,746
Professional Staff	0.069966	40.9091	196,937
Restricted Basic School:			
Special Ed--Add-on			
Spec. Ed. Self-Contained			
Special Ed-State Programs			
Career and Technical Ed.			
Student at Risk Add-on			
Class Size Reduction (K-8)			
Total WPU Programs		625.6091	\$ 3,011,682
Non-WPU Programs			
Related to Basic Programs:			
Flexible Allocation-WPU Distribution			
Charter Funding Base			
Focus Populations			

Early Literacy			
Enhancement for Accelerated Students			
Other			
School Land Trust Program			
Grants for Professional Learning			
Educator Professional Time			
TSSA			
Student Health & Counseling			
Digital Teaching and Learning			
Educator Salary Adjustment (ESA)			
ESA-School Administrators			
Teacher Supplies and Material			
	Average \$3,074 per student		1,583,417
Local Replacement Dollars			
Total Non-WPU			\$ 1,583,417
ESTIMATED Total All State Funding			\$ 4,595,100

Year 2 Break Even Enrollment 2026-27

CHARTER SCHOOL WORKSHEET

*******PROJECTION ONLY*******

ThrivePoint Academy of Utah

	Break Even Enrollment	Rating Factor	WPU Generated
Estimated enrollment (HDK)		0.55	0
Estimated enrollment (FDK)		0.9	0
Estimated enrollment (1-3)		0.9	0
Estimated enrollment (4-6)		0.9	0
Estimated enrollment (7-8)	90	0.99	89.1
Estimated enrollment (9-12)	250	1.2	300
Special Ed enrollment (1-12)	34		
Special Ed (Self-Contained)	3.4		
Number of Teachers (K-6)			
Number of Teachers (7-12)	6		
WPU Value	\$4,814		
No. of Teachers (FTE) (CACTUS)	8		
School Administrators (CACTUS)	4		

Program Name	Rate	WPU Generated	Amount Generated
WPU Programs			
Regular Basic School:			

Regular WPU - K-12	See above	389.1000	\$ 1,873,127
Professional Staff	0.069966	27.2238	131,055
Restricted Basic School:			
Special Ed--Add-on			
Spec. Ed. Self-Contained			
Special Ed-State Programs			
Career and Technical Ed.			
Students at Risk Add-on			
Class Size Reduction (K-8)			
Total WPU Programs		416.3238	\$ 2,004,183
Non-WPU Programs			
Related to Basic Programs:			
Flexible Allocation-WPU Distribution			
Charter Funding Base			
Focus Populations			
Early Literacy			
Enhancement for Accelerated Students			
Other			
School Land Trust Program			
Grants for Professional Learning			
Educator Professional Time			

TSSA			
Student Health & Counseling			
Digital Teaching and Learning			
Educator Salary Adjustment (ESA)			
ESA-School Administrators			
Teacher Supplies and Materials			
Local Replacement Dollars	Average \$3,074 per student		1,055,612
Total Non-WPU			\$ 1,055,612
ESTIMATED Total All State Funding			\$ 3,059,794

Year 2 Operational Budget 2026-27

Point Academy of Utah		FY 2026-27					
Operational Year		100% Enrollment			Breakeven Enrollment		
Number of Students:		510			340		
Configuration:		9-12			9-12		
Food Services Sales to Students		76 510			2 340		
Student Activities		\$42,565			\$108		
Contributions and Donations from Private Sources:							
(s) (specify)		\$0			\$0		
Miscellaneous		\$0			\$0		
Total Revenue From Local Sources (1000)		\$255,541			\$138,420		
Estimated Total All State Funding		4,595,099.70			3,059,794.23		
Charter School Revolving Loan							
Charter School Startup and Implementation Grant		\$0					
Total Revenue from State Sources (3000)		\$4,595,100			\$3,059,794		
Federal Child Nutrition Program		76 510			2 340		
Restricted Federal Grants-in-Aid Received via USBE (IDEA)		\$78,254			\$49,504		
Federal Elementary and Secondary Education Act of 1965 (ESEA)		\$76,454			\$46,186		
Total Revenue from Federal Sources (4000)		\$154,709			\$95,690		
Loan Proceeds (other than revolving loan)		\$0			\$0		
Commercial		\$0			\$0		
Other (specify)		\$0			\$0		
Budget from Surplus (For Budgeting Purposes Only)		\$0			\$0		
Total Revenue from Other Sources & Changes (5000 & 6000)		\$0			\$0		
Total Revenue				\$3,293,903			
\$5,005,349							
Activities	Number	\$/Cost	Total	Number	\$/Cost	Total	
--- SALARIES ---							
Teachers	10.00	\$59,850	\$598,500	7.00	\$59,850	\$418,950	
Substitute Teachers	0.00	\$0	\$0	0.00	\$0	\$0	
Teacher Aides and Paraprofessionals	11.00	\$47,250	\$519,750	5.00	\$47,250	\$236,250	
Other Classified Personnel	0.00	\$0	\$0	0.00	\$0	\$0	
1000)-INSTRUCTION Salaries (100)			\$1,118,250			\$655,200	
Attendance and Social Work Personnel	0.00	\$0	\$0	0.00	\$0	\$0	
Guidance Personnel	1.00	\$59,850	\$59,850	1.00	\$59,850	\$59,850	
Health Services Personnel	0.00	\$0	\$0	0.00	\$0	\$0	
Psychological Personnel	0.00	\$0	\$0	0.00	\$0	\$0	
Secretarial and Clerical	0.00	\$0	\$0	0.00	\$0	\$0	
Other Classified Personnel	0.00	\$0	\$0	0.00	\$0	\$0	

	STUDENT SUPPORT Salaries (100)			\$59,850			\$59,850
	§ - Licensed Media Personnel	0.00	\$0	\$0	0.00	\$0	\$0
	§ - Non-licensed Media Personnel	0.00	\$0	\$0	0.00	\$0	\$0
	§ - Other Classified Personnel	0.00	\$0	\$0	0.00	\$0	\$0
	INSTRUCTIONAL STAFF SUPPORT Salaries (100)			\$0			\$0
	§ Principals and assistant principals	1.00	\$105,000	\$105,000	1.00	\$105,000	\$105,000
	§ - Secretarial and Clerical Personnel	5.00	\$42,000	\$210,000	5.00	\$42,000	\$210,000
	§ - Other Classified Personnel	3.00	\$63,000	\$189,000	3.00	\$63,000	\$189,000
	SCHOOL ADMINISTRATION Salaries (100)			\$504,000			\$504,000
	§ - Operation & Maintenance Supervisors	0.00	\$0	\$0	0.00	\$0	\$0
	§ - Custodial & Maintenance Personnel	0.00	\$0	\$0	0.00	\$0	\$0
	OPERATION & MAINT OF FACILITIES Salaries (100)			\$0			\$0
	§ - Food Services Personnel	0.00	\$0	\$0	0.00	\$0	\$0
	FOOD SERVICES Salaries (100)			\$0			\$0
	TOTAL - SALARIES (100)			\$1,682,100			\$1,219,050
--- EMPLOYEE BENEFITS ---							
	Retirement - Instruction	0%	\$1,118,250	\$0	0%	\$655,200	\$0
	Retirement - Student Support	0%	\$59,850	\$0	0%	\$59,850	\$0
	Retirement - Instructional Staff Support	0%	\$0	\$0	0%	\$0	\$0
	Retirement - School Administration	0%	\$504,000	\$0	0%	\$504,000	\$0
	Retirement - Operation & Main of Facilities	0%	\$0	\$0	0%	\$0	\$0
	Retirement - Food Services	0%	\$0	\$0	0%	\$0	\$0
	State Retirement			\$0			\$0
	Security Contributions/Workers' Compensation/Unemployment	10%	\$1,118,250	\$111,825	10%	\$655,200	\$65,520
	Security Contributions/Workers' Compensation/Unemployment	10%	\$59,850	\$5,985	10%	\$59,850	\$5,985
	Security Contributions/Workers' Compensation/Unemployment	10%	\$0	\$0	10%	\$0	\$0
	Security Contributions/Workers' Compensation/Unemployment	10%	\$504,000	\$50,400	10%	\$504,000	\$50,400
	Security Contributions/Workers' Compensation/Unemployment	10%	\$0	\$0	10%	\$0	\$0
	Security Contributions/Workers' Compensation/Unemployment	10%	\$0	\$0	10%	\$0	\$0
	Social Security Contributions/Workers' Compensation/Unemployment Insurance			\$168,210			\$121,905
	Health Insurance/Dental Insurance/Group Life - Instruction	15%	\$1,118,250	\$167,738	15%	\$655,200	\$98,280
	Health Insurance/Dental Insurance/Group Life - Student Support	15%	\$59,850	\$8,978	15%	\$59,850	\$8,978
	Health Insurance/Dental Insurance/Group Life - Instructional Staff Support	15%	\$0	\$0	15%	\$0	\$0
	Health Insurance/Dental Insurance/Group Life - School Administration	15%	\$504,000	\$75,600	15%	\$504,000	\$75,600
	Health Insurance/Dental Insurance/Group Life - Operation & Maintenance	15%	\$0	\$0	15%	\$0	\$0
	Health Insurance/Dental Insurance/Group Life - Food Services	15%	\$0	\$0	15%	\$0	\$0