

Wasatch Peak Academy

Board of Directors Meeting

Date: March 20, 2024

Time: 8:15AM

Location: 414 N Cutler Drive, North Salt Lake, UT 84054

Online Access:

<https://us02web.zoom.us/j/86907826166?pwd=RDdCN0I3d3c2dld0TE8xTzFvQVc2dz09>



Wasatch Peak Academy will provide a meaningful educational experience utilizing service-learning and Spanish emphasis instruction to inspire in students:

- ★ a genuine appreciation for community and country;
- ★ a willingness to embrace leadership opportunities;
- ★ a perpetual enthusiasm for learning; and
- ★ a standard of individual academic excellence.

AGENDA

CALL TO ORDER

PUBLIC COMMENT (Comments limited to three minutes each)

CONSENT ITEMS

- February 15, 2024, Board Meeting and Closed Session Minutes

VOTING AND DISCUSSION ITEMS

- Armitex Window Film Quote
- Quote for Security Cameras
- ETS Invoices
- Bank Account Signers
- Award Landscaping and Snow Removal RFP
- Award Financial Advisor RFP
- Reimbursement Resolution
- Policies to Rescind:
 - Learner Validated Program Policy
 - Religion and Education Policy

CLOSED SESSION– to discuss the character, professional competence, or physical or mental health of an individual pursuant to Utah Code 52-4-205(1)(a).

CALENDARING

- Next Board Meeting May 15, 2024

ADJOURN

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call 801-444-9378 to make appropriate arrangements. One or more board members may participate electronically or telephonically pursuant to UCA 52-4-7.8.

Wasatch Peak Academy Statement of Activities

Created on March 10, 2024

For Prior Month

Wasatch Peak Academy

	Annual June 30, 2024	Year-to-Date February 29, 2024	% of Budget
	Budget	Actual	
Net Income			
Income			
Revenue From Local Sources	160,650	170,044	105.8 %
Revenue From State Sources	4,719,240	3,283,844	69.6 %
Revenue From Federal Sources	192,634	72,419	37.6 %
Total Income	5,072,524	3,526,307	69.5 %
Expenses			
Instruction/Salaries	2,438,334	1,408,077	57.7 %
Employee Benefits	619,000	366,483	59.2 %
Purchased Prof & Tech Serv	319,576	264,365	82.7 %
Purchased Property Services	513,000	326,947	63.7 %
Other Purchased Services	87,300	80,509	92.2 %
Supplies & Materials	350,719	236,003	67.3 %
Property	0	57,560	0.0 %
Debt Services & Miscellaneous	373,700	251,325	67.3 %
Total Expenses	4,701,629	2,991,269	63.6 %
Total Net Income	370,895	535,038	144.3 %

Wasatch Peak Academy
Statement of Financial Position
Created on March 10, 2024
For Prior Month

	Period Ending 02/29/2024	Period Ending 02/28/2023
	<u>Actual</u>	<u>Actual</u>
Assets & Other Debits		
Current Assets		
Operating Cash	2,639,998	2,361,099
Accounts Receivables	6,834	31,007
Total Current Assets	<u>2,646,832</u>	<u>2,392,106</u>
Restricted Cash	<u>1,069,298</u>	<u>683,339</u>
Net Assets		
Fixed Assets	5,378,570	4,985,004
Depreciation	(1,330,711)	(1,119,303)
Total Net Assets	<u>4,047,859</u>	<u>3,865,701</u>
Total Assets & Other Debits	<u>7,763,989</u>	<u>6,941,146</u>
Liabilities & Fund Equity		
Current Liabilities	91,841	59,963
Long-Term Liabilities	<u>4,324,496</u>	<u>4,442,799</u>
Fund Balance	<u>2,812,614</u>	<u>1,911,950</u>
Net Income	<u>535,038</u>	<u>526,434</u>
Total Liabilities & Fund Equity	<u>7,763,989</u>	<u>6,941,146</u>

Wasatch Peak Academy

Board of Directors Meeting



Date: February 15, 2024

Anchor Location: 414 N Cutler Drive, North Salt Lake, UT 84054

This meeting of the board of directors was held electronically.

In Attendance: Wendy Tibbitts, Jennifer Royall, Brad Wyatt, Emily Willey, Marlowe Wolferstan, Paul Franzen, Megan Triplett

Others In Attendance: Amy Pilkington, Alicia Ady, Chantel Wixon, Heidi Bauerle

MINUTES

CALL TO ORDER

At 8:17 AM Marlowe Wolferstan called the meeting to order.

PUBLIC COMMENT (Comments limited to three minutes each)

- 2024-2025 Fee Schedule and Fee Waiver Policy
This was the second comment period for the public to comment on the 2024-2025 Fee Schedule. There were no comments.

CONSENT ITEMS

- January 24, 2024, Board Meeting Minutes
Wendy Tibbitts made a motion to approve the January 24, 2023, Board Meeting Minutes. Megan Triplett seconded. Motion passed unanimously. Votes were as follows: Marlowe Wolferstan, Aye; Paul Franzen, Aye; Wendy Tibbitts, Aye; Jennifer Royall, Aye; Emily Willey, Aye; Megan Triplett, Aye.

VOTING AND DISCUSSION ITEMS

- 2024-2025 Fee Schedule and Fee Waiver Policy
This was discussed on the last meeting. There was no more discussion.
Marlowe Wolferstan made a motion to approve the 2024-2025 Fee Schedule and Fee Waiver Policy. Jennifer Royall seconded. Motion passed unanimously. Votes were as follows: Marlowe Wolferstan, Aye; Paul Franzen, Aye; Wendy Tibbitts, Aye; Jennifer Royall, Aye; Emily Willey, Aye; Megan Triplett, Aye.

Brad Wyatt joined the meeting at 8:22am

- Bank Account Signers
Chantel Wixon discussed how the board will need to approve the new bank signers by position. She discussed which people will be on which accounts. The petty account will have the board chair, the director, Jed Stevenson and Sheldon Kilpack. The operating account will have the board chair, Jed Stevenson, and Sheldon Kilpack. The board expressed the desire not to add Jed and Sheldon onto the bank accounts. They asked questions about check and balances with have Jed and Sheldon on the accounts. The board would like more clarification on a few questions they had before they vote.
This item was tabled.
- Award RFP
Amy Pilkington discussed the RFP process. The school received multiple bids in response

to their RFP, the construction committee scored all of the RFP bids individually then met together to discuss the score and provide a recommendation to the board. The committee recommends that the school award the RFP to Stout. This is based on many factors including cost and timeline considerations. The board received the score sheets for all of the RFP bids. The board asked about timeline and if the construction would be completed before school starts next year. They also discussed when to let families know. They would like to lock in the Construction company and financing before it's announced. *Wendy Tibbitts made a motion to award the Construction RFP to Stout. Jennifer Royall seconded. Motion passed unanimously. Votes were as follows: Marlowe Wolferstan, Aye; Paul Franzen, Aye; Wendy Tibbitts, Aye; Brad Wyatt, Aye; Jennifer Royall, Aye; Emily Willey, Aye; Megan Triplett, Aye.*

CLOSED SESSION – to discuss the character, professional competence, or physical or mental health of an individual pursuant to Utah Code 52-4-205(1)(a).

At 8:33am, Marlowe Wolferstan made a motion to move into closed session, located at 414 N Cutler Dr, North Salt Lake, UT; to discuss the character, professional competence, or physical or mental health of an individual pursuant to Utah Code 52-4-205(1)(a). Paul Franzen seconded the motion. Votes were as follows: Megan Triplett, Aye; Wendy Tibbitts, Aye; Marlowe Wolferstan, Aye; Jennifer Royall, Aye; Emily Willey, Aye; Paul Franzen, Aye; Brad Wyatt, Aye. Motion passed unanimously.

At 8:38AM Paul Franzen made a motion to move out of closed session. Megan Triplett seconded the motion. Motion passed unanimously. Votes were as follows: Megan Triplett, Aye; Wendy Tibbitts, Aye; Marlowe Wolferstan, Aye; Jennifer Royall, Aye; Emily Willey, Aye; Paul Franzen, Aye; Brad Wyatt, Aye.

CALENDARING

- Next Board Meeting March 20, 2024

ADJOURN

At 8:38AM Jennifer Royall made a motion to adjourn. Wendy Tibbitts seconded. Motion passed unanimously. Votes were as follows: Megan Triplett, Aye; Wendy Tibbitts, Aye; Marlowe Wolferstan, Aye; Paul Franzen, Aye; Jennifer Royall, Aye; Emily Willey, Aye; Brad Wyatt, Aye.

**Wasatch Peak Academy
Board of Directors Closed Session**



Meeting Date: February 15, 2024
Location: 414 N Cutler Dr, North Salt Lake, UT 84054

CLOSED SESSION SWORN STATEMENT:

At a duly noticed public meeting held on the date listed above, the board of directors for Wasatch Peak Academy entered into a closed session for the sole purpose of discussing the character, professional competence, or physical or mental health of an individual in accordance with Utah Code Ann. 52-4-2(1)(a).

I declare under criminal penalty under the law of Utah that the foregoing is true and correct.

Signed on the 15th day of February 2024, at North Salt Lake, Utah.

A handwritten signature in cursive script, appearing to read "Marlowe Wolferstan".

Marlowe Wolferstan, Board Chair

DRAFT

Armitex LLC

488 W 2000 S Bldg 7
Orem, UT 84058 US
+1 8016917100
dean@armitex.com



Estimate

ADDRESS
Amy Pilkington
Wasatch Peak Academy
414 N Cutler Drive
North Salt Lake, Utah 84054
USA

SHIP TO
Amy Pilkington
Wasatch Peak Academy
414 N Cutler Drive
North Salt Lake, Utah 84054
USA

ESTIMATE 1720
DATE 02/14/2024
EXPIRATION 03/31/2024
DATE

SALES REP
Holt Rowley

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	08 Mil Clear Security Film - Installation and Anchoring (161 Panels) (Outside Windows)	1	29,412.50	29,412.50
	08 Mil Clear Security Film - Installation and Anchoring (48 Panels) (Inside Classroom Windows)	1	4,250.11	4,250.11

North Salt Lake, Utah Project for 08 Mil Security Film for Wasatch Peak Academy.

60% Due Upon Ordering
40 % Due Upon Completion
03% Credit Card Fee

Pricing subject to change upon Final Measurements and customers desires or changes.

Includes Security Film, Anchoring and Installation.

SUBTOTAL	33,662.61
DISCOUNT 10%	-3,366.26
TAX	0.00
TOTAL	\$30,296.35

Accepted By

Accepted Date

ISSUED TO Wasatch Peak Academy 414 North Cutler Drive North Salt Lake UT 84054	DATE 2/15/2024	PROJECT DESCRIPTION Windows Server Upgrade
	EXPIRATION DATE 3/16/2024	PROJECT MANAGER Dearden, Brendan Brendan.dearden@etscorp.com

DESCRIPTION	QTY	UNIT PRICE	EXT PRICE
License & Labor	1	4,203.00	4,203.00
(Qty. 1) WINDOWS SERVER 2022 DATACENTER-16 CORE-EDU (Qty. 2) WINDOWS SERVER 2022 DATACENTER-2 CORE-EDU Labor to Configure and Install the following Servers: WPA-BELLS - Windows Server 2012 R2 x64 STD (in place upgrade) WPA-CAMERAS - Windows Server 2012 R2 x64 STD (in place upgrade) WPA-FILESVR01 - Windows Server 2012 R2 x64 STD (in place upgrade) WPA-REMOTEAPP - Windows Server 2012 R2 x64 STD (in place upgrade) WPA-SVR01 - Windows Server 2012 R2 x64 STD (build new and replace) WPA-SVR02 - Windows Server 2012 R2 x64 STD (build new and replace)			

TERMS AND CONDITIONS

For equipment purchases, payment is due prior to work being completed. Project invoices will be Due Upon Receipt. Invoices not paid within terms will be subject to an interest charge of 18% per annum. If collection is required, the undersigned agrees to pay collection costs and reasonable attorney fees. Standard manufacturer's warranty applies to equipment unless otherwise stated. Sign and date below to accept this quote.

SUBTOTAL	4,203.00
SALES TAX	0.00
QUOTE TOTAL	4,203.00

Signature: _____

Date: _____

Thank you for considering ETS for your project. We are pleased to present you with a project quote for the services we will provide. The quote presented in this document includes a description of the services we will provide and the total project cost. We strive to take all factors into consideration to provide a fair and accurate quote for your project. If the project requires a change in materials or scope of work, ETS will produce a change order for your approval.

The following process will be followed by client or ETS if a change to this quote is required:

- A request to change or add to any part of the project must be made in writing and will be considered a 'Change Order' to the original project.
- If the Change Order will require a difference in the original project cost, an estimated amount will be provided to the Client for review and approval.
- The Client will confirm the Change Order via email response or signature on change order quote, and in doing so, it is agreed that the Client will pay any difference in cost illustrated in the change order once the project is completed and invoiced. If the Change Order requires some payment upfront, this will be noted.

If you have any questions or concerns about the project quote, please do not hesitate to contact us. We appreciate the opportunity to work with you and look forward to the possibility of partnering on this project.

ISSUED TO

Wasatch Peak Academy
414 North Cutler Drive
North Salt Lake UT 84054

DATE

2/15/2024

PROJECT DESCRIPTION

(Qty. 90) Chromebook 3110 for Students

EXPIRATION DATE

3/16/2024

PROJECT MANAGER

Dearden, Brendan
Brendan.dearden@etscorp.com

DESCRIPTION

QTY

UNIT PRICE

EXT PRICE

Hardware & Labor

1

32,410.00

32,410.00

(Qty. 90) Chromebook 3110
- Intel® Celeron™
- 4 GB
- 32 GB
(Qty. 90) Google Chromebook Console License
Standard Setup & Configuration
Delivery

TERMS AND CONDITIONS

For equipment purchases, payment is due prior to work being completed. Project invoices will be Due Upon Receipt. Invoices not paid within terms will be subject to an interest charge of 18% per annum. If collection is required, the undersigned agrees to pay collection costs and reasonable attorney fees. Standard manufacturer's warranty applies to equipment unless otherwise stated. Sign and date below to accept this quote.

SUBTOTAL

32,410.00

SALES TAX

0.00

QUOTE TOTAL

32,410.00

Signature: _____

Date: _____

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If you have any questions or concerns about the project quote, please do not hesitate to contact us. We appreciate the opportunity to work with you and look forward to the possibility of partnering on this project.

ISSUED TO

Wasatch Peak Academy
414 North Cutler Drive
North Salt Lake UT 84054

DATE

2/21/2024

PROJECT DESCRIPTION

Replacement Phones

EXPIRATION DATE

3/22/2024

PROJECT MANAGER

Dearden, Brendan
Brendan.dearden@etscorp.com

DESCRIPTION	QTY	UNIT PRICE	EXT PRICE
Yealink SIP-T31P	1	45.00	45.00

TERMS AND CONDITIONS

For equipment purchases, payment is due prior to work being completed. Project invoices will be Due Upon Receipt. Invoices not paid within terms will be subject to an interest charge of 18% per annum. If collection is required, the undersigned agrees to pay collection costs and reasonable attorney fees. Standard manufacturer's warranty applies to equipment unless otherwise stated. Sign and date below to accept this quote.

SUBTOTAL	45.00
SALES TAX	0.00
QUOTE TOTAL	45.00

Signature: _____

Date: _____

Thank you for considering ETS for your project. We are pleased to present you with a project quote for the services we will provide. The quote presented in this document includes a description of the services we will provide and the total project cost. We strive to take all factors into consideration to provide a fair and accurate quote for your project. If the project requires a change in materials or scope of work, ETS will produce a change order for your approval.

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If you have any questions or concerns about the project quote, please do not hesitate to contact us. We appreciate the opportunity to work with you and look forward to the possibility of partnering on this project.



EMINENT TECHNICAL SOLUTIONS

1103 N 1600 W, Layton, UT 84041

932 E 00 S, Declo, ID 83323

833.758.7300

etscorp.com

PROJECT QUOTE

EM-2709

ISSUED TO

Wasatch Peak Academy
414 North Cutler Drive
North Salt Lake UT 84054

DATE

2/15/2024

PROJECT DESCRIPTION

(Qty. 10) Teachers Laptop

EXPIRATION DATE

3/16/2024

PROJECT MANAGER

Dearden, Brendan
Brendan.dearden@etscorp.com

DESCRIPTION

QTY

UNIT PRICE

EXT PRICE

Hardware & Labor

1

14,190.00

14,190.00

(Qty. 10) Dell Latitude 5540

- Intel Core i5 Processor

- 16 GB RAM

- 256 GB SSD

- Windows 11 Pro

STANDARD SETUP AND CONFIGURATION

- Install fresh OS/remove all bloatware and trials

- Join PC to domain - includes giving the PC an appropriate name

- Install Office 365

- Install all windows updates

- Install AV software

- Install RMM software (pulseway)

- set up local administrator account

ON-SITE SETUP AND CONFIGURATION

- 2 hours included for setup of user profile, peripherals, and other applications.

*** BASED ON THE ABOVE STANDARD SETUP, ETS DOES NOT ANTICIPATE NEEDING ADDITIONAL HOURS, BUT IF ADDITIONAL SETUP IS NEEDED, OVERFLOW FOR ADDITIONAL SETUP HOURS WILL BE ISSUED THROUGH A CHANGE ORDER.***

TERMS AND CONDITIONS

For equipment purchases, payment is due prior to work being completed. Project invoices will be Due Upon Receipt. Invoices not paid within terms will be subject to an interest charge of 18% per annum. If collection is required, the undersigned agrees to pay collection costs and reasonable attorney fees. Standard manufacturer's warranty applies to equipment unless otherwise stated. Sign and date below to accept this quote.

SUBTOTAL

14,190.00

SALES TAX

0.00

QUOTE TOTAL

14,190.00

Signature: _____

Date: _____

Thank you for considering ETS for your project. We are pleased to present you with a project quote for the services we will provide. The quote presented in this document includes a description of the services we will provide and the total project cost. We strive to take all factors into consideration to provide a fair and accurate quote for your project. If the project requires a change in materials or scope of work, ETS will produce a change order for your approval.

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If you have any questions or concerns about the project quote, please do not hesitate to contact us. We appreciate the opportunity to work with you and look forward to the possibility of partnering on this project.

PRICING FORM

Offerors must complete and sign this pricing form OR submit their own pricing forms. Please include pricing for year 1, 2, 3, 4, and 5.

Service/Product	Price Year 1	Year 2	Year 3	Year 4	Year 5
(as described on pp. 2- 4 above)					
Spring lawn aeration	\$305.43	\$305.43	\$314.59	\$314.59	\$320.70
Fall lawn aeration	N/A	N/A	N/A	N/A	N/A
Spring clean up	\$330.00	\$330.00	\$339.90	\$339.90	\$346.50
Spring irrigation startup and adjustments	\$68.00/Per Hour	\$68.00/Per Hour	\$70.00/Per Hour	\$70.00/Per Hour	\$71.50/Per Hour
Weekly lawn care from April through October	\$8,408.40	\$8,408.40	\$8,660.65	\$8,660.65	\$8,828.82
Weekly weed and debris removal from April through October	\$852.04	\$852.04	\$877.60	\$877.60	\$894.64
Irrigation check from April through October	\$68.00/Per Hour	\$68.00/Per Hour	\$70.00/Per Hour	\$70.00/Per Hour	\$71.50/Per Hour
Lawn fertilization round 1	\$702.40	\$702.40	\$723.47	\$723.47	\$737.52
Lawn fertilization round 2	\$373.02	\$373.02	\$384.21	\$384.21	\$391.67
Lawn fertilization round 3	N/A	N/A	N/A	N/A	N/A
Lawn fertilization round 4	N/A	N/A	N/A	N/A	N/A
Broadleaf Weed Control	\$733.40	\$733.40	\$755.40	\$755.40	\$770.07
Lawn insecticide round 1	N/A	N/A	N/A	N/A	N/A
Lawn insecticide round 2	N/A	N/A	N/A	N/A	N/A
Fall clean up	\$440.00	\$440.00	\$453.20	\$453.20	\$462.00
Irrigation winterization	\$99.75/Per Hour	\$99.75/Per Hour	\$102.75/Per Hour	\$102.75/Per Hour	\$104.75/Per Hour
Shrub Trimming	\$660.00	\$660.00	\$679.80	\$679.80	\$693.00
Total Price by Year for Services Listed Above	\$12,804.69	\$12,804.69	\$13,188.83	\$13,188.83	\$13,444.92
Irrigation repair – hourly rate	\$68.00	\$68.00	\$70.00	\$70.00	\$71.40

Snow removal – price per push-Parking	\$280.00	\$280.00	\$288.40	\$288.40	\$294.00
Snow removal – price per push-Sidewalks	\$420.00	\$420.00	\$432.60	\$432.60	\$441.00
Application of salt – price per bag	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30
Application of ice melt – price per bag	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40
Other service/product offered by Offeror (e.g., tree pruning, etc.)			\$0.00	\$0.00	
Other charges imposed by Offeror (e.g., fuel surcharge, etc.)			\$-	\$-	

**RESOLUTION OF THE BOARD OF DIRECTORS OF
WASATCH PEAK ACADEMY**

REIMBURSEMENT RESOLUTION

MARCH 20, 2024

WHEREAS, the Board of Directors (the “Board”) of Wasatch Peak Academy (the “School”) has determined it is in the best interest of the School to enter into a Loan Agreement between the School and the Utah Charter School Finance Authority (the “Issuer”) whereby the School will borrow the proceeds of the Issuer’s Charter School Revenue Bonds (the “Bonds”) to (a) finance the construction of a new addition to the School’s campus and the furnishing of the new addition (collectively, the “Project”); and (b) pay certain costs of issuance (collectively, the “Financing”);

WHEREAS, the Board has determined that it is necessary that the School express its intention to reimburse certain qualified expenditures incurred by the School with respect to the Project; and

WHEREAS, no qualified expenditures of the Project to be reimbursed were paid more than 60 days prior to the date of this Resolution;

NOW THEREFORE Be It and It Is Hereby Resolved by the Board of the School, as follows:

Section 1. The School hereby declares its intention and reasonable expectation to use the proceeds of the Bonds (the “Reimbursement Bonds”) of the Issuer to reimburse itself for expenditures for costs of the Project. The School intends that the Reimbursement Bonds are to be issued, and the reimbursements made, by the later of 18-months after the later of (a) the payment of the costs or (b) after the Project is placed in service, but in any event, no more than three years after the date the expenditure was paid. The School anticipates that the maximum principal amount of Reimbursement Bonds that will be issued to finance the Project will not exceed \$2,200,000, but acknowledges that the School may refund its outstanding Series 2013A Bonds, in which case the total Bonds issued will not exceed \$7,000,000. The particular amount, maturities, fixed or variable interest rates, redemption terms and other terms and provisions of the Bonds will be determined by the Issuer.

Section 2. All actions of the members of the Board, officers, and employees of the School that are in conformity with the purposes and intent of this Resolution, whether taken before or after the adoption hereof, are hereby ratified, confirmed and approved.

Section 3. The appropriate officials of the School, including without limitation the Board President, Board Financial Coordinator, and/or the Board Secretary of the School, are hereby authorized and directed to execute and deliver for and on behalf of the School any or all additional certificates, documents and other papers and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution.

Section 4. If any provisions of this Resolution should be held invalid, the invalidity of such provision shall not affect the validity of any of the other provisions of this Resolution.

Section 5. All resolutions of the School or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency.

Section 6. This Resolution shall be effective immediately upon its adoption.

ADOPTED AND APPROVED March 20, 2024.

BOARD OF DIRECTORS OF WASATCH PEAK
ACADEMY

By _____
Board President

The foregoing Resolution was duly adopted at a meeting of the Board held on March 20, 2024, at which a quorum of the Board was present by the affirmative vote of _____ Directors, and opposed by _____ Directors, and has been duly recorded in the official book of minutes of the proceedings of the Board and is in full force and effect.

By _____
Board Secretary

Policy Summary

Rescinding Learner Validated Program Policy

During the Covid-19 pandemic, and specifically during the 20-21 and 21-22 school year, the school received permission from the Utah State Charter School Board to implement a learner validated program (e.g., an online learning program, blended learning program, etc.). Many schools were implementing these types of online or blended (hybrid) learning programs because of the pandemic, and one of the requirements to do such programs was to adopt a Learner Validated Program Policy. However, the school's permission to operate such online or blended programs ended after the 21-22 school year. So, this policy no longer applies and should be rescinded to avoid any confusion.

Wasatch Peak Academy
Policy: Learner Validated Program Policy
Approved: June 15, 2020
Amended: August 19, 2021



Purpose

The Board of Directors of Wasatch Peak Academy (the “School”) adopts this policy to apply in the event the School implements an online learning program, blended learning program, or personal, competency-based learning program (collectively referred to as a “learner validated program”) for the 2020-2021 and/or 2021-2022 school year. The Board is adopting this policy to help the School be able to provide a quality education to all of its students in the wake of the COVID-19 pandemic. This policy complements the School’s Attendance Policy.

Policy

In 2020, the School received approval from the Utah State Charter School Board to implement a learner validated program during the 2020-2021 and/or 2021-2022 school year. If the School elects to implement such a program during one or both of those school years, the School shall follow all applicable laws related to the program, including Utah Administrative Code Rules R277-419 and R277-607.

Consistent with R277-419, the School’s Director shall establish administrative procedures that designate a learner validated enrollment measurement to document the learner validated membership or enrollment status for each student that is enrolled in a learner validated program at the School. The learner validated enrollment measurement established by the Director may include some or all of the following components, in addition to other components, as determined by the Director:

- (a) A minimum student login or teacher contact requirement;
- (b) Required periodic contact with a licensed educator;
- (c) A minimum hourly requirement, per day or per week, when students are engaged in coursework; or
- (d) Required timelines for a student to provide or demonstrate completed assignments, coursework, or progress toward academic goals.

The Director’s administrative procedures shall also address:

- (a) How attendance for students in a learner validated program at the School will be entered and where educators will document the learner validated program attendance within their student information system; and
- (b) The conditions under which the School will mark a student in a learner validated program at the School truant (i.e., absent for half a school day or more).

The School shall document the enrollment status of each student in a learner validated program at the School in compliance with this policy and the Director’s administrative

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procedures at least once every ten consecutive school days. The School shall also appropriately adjust and update student membership records in the School's student information system for participating students that did not meet the learner validated enrollment measurement. The School shall withdraw a student in a learner validated program at the School from membership in the School if:

- (a) The School has not personally engaged with the student during the prior ten consecutive school days; or
- (b) The student has had ten consecutive school days of unexcused absences.

When a student in a learner validated program at the School has an unexcused absence, the School will notify the student's parent/guardian in the same manner as outlined in the School's Attendance Policy.



PURPOSE

It is the policy of Wasatch Peak Academy (the "School") to recognize, protect, and accommodate the rights of religious practice and expression guaranteed by state and federal laws and by the constitutions of Utah and the United States.

The purpose of this policy is to help School personnel protect and accommodate individual rights of conscience in the School.

POLICY

The School's Board of Directors expects School personnel to foster mutual understanding and respect for all individuals and beliefs. Study about religion is an important part of a complete education and is necessary to achieving an understanding of history, societies, and cultures throughout the world. School curricula - including activities, discussions, assignments, displays, and performances - may refer to religious thought and expression, provided such references are designed to achieve specific educational objectives.

School personnel should neither promote nor disparage any religious, agnostic or atheistic belief or religion in general. Teaching about religion should be objective, thus avoiding any implication that religious doctrines have the endorsement of school authority. School personnel should recognize that religious holidays are observed in various ways, or not observed at all, based upon the influence of ethnic tradition, family style, or religious conviction.

Students may request to be excused or refrain from participating, in activities, discussions, and assignments that they feel would violate their rights of conscience or religious freedom. Such requests must be made in a timely manner to the appropriate authorities. The parent(s) or legal guardian(s) of a minor student may also make a request for excusal on that student's behalf. If focused on a specific activity, discussion, or assignment, and in accordance with Utah Code, State Board of Education Rules, and School Procedures, such requests will be granted routinely and without penalty

Administrative Procedures for the School' Religion and Education

Policy Procedures for Implementation

1. At least once a year, the Principal will review with teachers, the School community council (SCC) members, and staff, the School's Religion and Education Policy (the "Policy"), the associated procedures, and related statutes and regulations. This review will stress the Board's expectation that School personnel will recognize, protect, and accommodate religious freedom and individual rights of conscience in the operation of the School, while fostering mutual understanding and respect for all individuals and beliefs.
2. The Board encourages teachers and employees at the School to discuss, equitably and with civility, and, if possible, resolve with students, parents, and guardians, any concerns regarding curricular content, activities, or student participation.
3. Students, parents, and legal guardians will be notified annually of their rights under the Policy, state law, and state administrative rules. The notice will contain at least the following information:
 - a. A copy of the Policy, rules, and related statutes and regulations regarding religion in the curriculum will be available upon request in the school office;
 - b. A secondary school student, or parent or legal guardian of any student, may make a complaint to the Principal that a portion of the curriculum, a School activity, or the conduct of a School employee violates state or federal law insofar as it "promotes or disparages a particular religious, denominational, sectarian, agnostic, or atheistic belief or viewpoint." See Utah Code §53A-13-101.1 (4);
 - c. A secondary school student, or parent or legal guardian of any student, may make a request to the Principal for a waiver of participation in any portion of the curriculum or a School activity, which the student, parent, or legal guardian believes is an infringement of the student's right of conscience or the exercise of religious freedom in any of the following ways:
 - i. It requires the affirmation or denial of a religious belief or practice, or right of conscience.
 - ii. It requires participation in a practice forbidden by a religious belief or practice, or right of conscience.
 - iii. It bars participation in a practice required by a religious belief or practice, or right of conscience.
 - d. According to Utah State Administrative Rules (R277-105-5.B), a claimed infringement, justifying waiver of participation, "
4. The Principal will discuss annually with the sec any requests for accommodation, or complaints about religion in the curriculum, made within the last year. In discussing these matters with the sec, the Principal will take care to protect the privacy rights of those who made complaints or requests.

Requests for Waiver of Participation

A secondary student, or parent or legal guardian of any student, may request to be excused or refrain from participating in activities, discussions, and assignments they feel would violate their rights of conscience or religious freedom. In general, and within the bounds of law, such requests will be granted routinely and without penalty.

Any student, parent, or legal guardian who desires a waiver of participation or substitution of another activity as provided in Utah State Board Administrative Rules (R277-105-5) will put that request in writing and direct it to the Principal.

Once a student, parent, or legal guardian has requested a waiver of participation, the student will not be compelled to participate in any curriculum or activity pending resolution of the request, unless the Principal has determined that requiring the participation of that particular student in that particular activity is the least restrictive means necessary to achieve a specifically identified educational objective in furtherance of a compelling governmental interest. (R277-105-5.F)

The principal, student, the student's parent or legal guardian, and the teacher or employee responsible for the program in question will meet to discuss the request. The Principal will arrive at a decision, swiftly and in a manner consistent with state law, whether to waive participation, alter the curriculum or activity, substitute another activity, or require the student's participation. The Principal will encourage the student and student's parent or guardian to suggest a reasonable alternative. In making a decision, the Principal will give proper consideration to any suggestions made by the student and the student's parent or guardian.

The Principal will keep a written record of every request for a waiver of participation or substitution of activity based on religious freedom or right of conscience and any decisions made regarding each request.

Complaints Alleging Violation of Law

Any student, parent, or legal guardian may register a complaint with the Principal that a particular curriculum or activity violates state or federal law insofar as it "promotes or disparages a particular religious, denominational, sectarian, agnostic, or atheistic belief or viewpoint."

If a complaint is made by a minor student, the Principal will give written notice to the student's parent or legal guardian by letter addressed to the parent or legal guardian's last known address.

The Principal, student, the student's parent or legal guardian, and the teacher or employee responsible for the program in question will meet to discuss the complaint, and the Principal will arrive at a decision, consistent with state and federal law, whether to alter the curriculum or activity, substitute another activity, or deny that the curriculum or activity is in violation of law. The Principal will give a written decision as soon as practical under the circumstances.

The Principal will keep a written record of every complaint and any decisions made regarding each complaint. The Principal will submit his or her written record of each complaint to the Board President.

The Board President will personally, or by a committee of his or her choosing, evaluate the curriculum or activity in question. If the Board President is concerned that any curriculum or activity may violate state or federal law, he or she may determine whether the educational objectives could be achieved by less restrictive means and may request that the Principal alter or substitute another curriculum or activity.

Appeals Process

A student, parent, or legal guardian who is dissatisfied with a Principal's decision regarding either requests for waiver of participation or complaints about curricula and activities perceived to be in violation of law, may appeal that decision within ten (10) days to the Board President.

The Board President will review the complaint of the student, parent, or legal guardian and the decision of the principal and may modify the Principal's decision.

At the sole discretion of the Board President, a committee of his or her choosing may be formed to review the complaint and the decision of the Principal. If the Board President decides to form a committee to consider the appeal, the student and student's parent or guardian will be notified.

The Board President will keep a written record of every appeal and any decisions made regarding each appeal.

The decision of the Board President will be final.