Maria Montessori Academy
Board of Directors Meeting
Date: June 11, 2026
Time: 4:00 PM
Location: 2505 N 200 E, North Ogden, UT 84414

The mission of Maria Montessori Academy is to provide an individualized grade K-9 education that promotes academic excellence founded on the authentic philosophy of Dr. Maria Montessori. MMA will craft each child's education in partnership with educators and parents to achieve higher levels of academic, personal and social achievement, thereby preparing students to become constructive contributors to their community.

AGENDA

CALL TO ORDER

CONSENT ITEMS

- 05.07.2026 Board Meeting Minutes

PUBLIC COMMENT

OPEN & PUBLIC MEETINGS ACT TRAINING

REPORTS

- Director's Report
  - Title IX Report
- Finance Report
  - Annual Commitment to Ethical Behavior
  - Fraud Risk Assessment

VOTING & DISCUSSION ITEMS

- 2026/2027 Proposed Budget
- 2027/2028 Amended Budget
- Audit Engagement Letter
- 2026/2027 TSSA Plan
- Schedule A
- Award RFP for Speech & Language Therapy
- Mental Health Screening Determination
- Calcut Consulting Contract
- Teton Science Schools Contract
- Special Education Services Agreement
- AW Special Education Services Agreement
- Sex Education Committee
- Policies:
  - SHiNE Policy
  - Administration of Medication Policy
- Board Terms & Elected Officers

In compliance with the Americans with Disabilities Act, persons needing auxiliary communicative aids and services for these meetings should call 801-444-9378. One or more board members may participate electronically or telephonically pursuant to UCA 52-4-207.

- Director Employer Agreement

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

- Annual Board Meeting Calendar

ADJOURN

In compliance with the Americans with Disabilities Act, persons needing auxiliary communicative aids and services for these meetings should call 801-444-9378. One or more board members may participate electronically or telephonically pursuant to UCA 52-4-207.

EXECUTIVE SUMMARY

DIRECTORS REPORT

See board meeting documentation folder for the most up to date report.
Action: *No action needed*

FINANCE REPORT

See board meeting documentation folder for the most up to date report.
Action: *No action needed*

ANNUAL COMMITTMENT TO ETHICAL BEHAVIOR

Annually, board members commit to abiding the school's ethics policy and to always engage in ethical behavior, conducting themselves in ways that are consistent with a high standard of ethics and complying with applicable law. Each board member will sign the commitment after reading the school's ethics policy.
Action: *No Board Vote, Board Signatures Required*

FRAUD RISK ASSESSMENT

Utah charter schools are required to complete an annual Fraud Risk Assessment as mandated by the Utah Office of the State Auditor. The purpose of the assessment is to evaluate the school's internal controls and identify areas of potential financial risk or vulnerability. Areas reviewed include separation of duties, financial oversight practices, employee training, purchasing procedures, and safeguards designed to prevent misuse of public funds.
The assessment results in a risk score that helps schools and governing boards better understand their overall fraud risk exposure and identify opportunities for improvement. Completing the assessment also helps demonstrate the school's commitment to financial transparency, accountability, and compliance with state requirements.
Action: *Signature Needed*

BUDGET- FINAL AMENDMENT

This budget amendment reflects final adjustments to the prior school year's financials based on actual revenues and expenditures. Variances from the originally approved budget are primarily due to changes in enrollment, program costs, staffing adjustments, and unanticipated expenses and/or savings realized throughout the year. Board approval of this amendment is requested to formally adopt the revised figures and close out the prior fiscal year in accordance with standard financial governance practices.
Action: *Board Vote*

BUDGET- PROPOSED

This proposed budget is balanced and designed to support the organization's mission while ensuring compliance with all financial policies and regulations.

Board review and approval are requested to authorize implementation for the upcoming fiscal year.
Action: *Board Vote*

AUDIT ENGAGEMENT LETTER (STATEMENT OF WORK)

Eide Bailly is a regional certified public accounting firm that has performed the school's audit attestation services in prior years. Such attestation services include the audited financial statements, agreed-upon procedures for student enrollment, state compliance procedures, and possibly a single audit. A single audit will be required if the school incurs more than $1M in federal expenditures. Each year the school is required to approve the services. If approved, audit engagement letters will be provided for the board president's or Director's signature.
Action: *Board Vote, designee to sign at later date*

TEACHER STUDENT SUCCESS ACT (TSSA) PLAN

The Teacher and Student Success Act (TSSA), established by SB 149 (2019), requires the board to adopt a Student Success Framework and annually review and approve a Teacher and Student Success Plan. The plan outlines how funds will be allocated to support student achievement and teacher effectiveness, with periodic amendments made as needed to better align spending with identified priorities, ensure effective use of funds, and address evolving school needs.
Action: *Board Vote*

SCHEDULE A CHARTER AMENDMENT

The Charter Agreement is a shared contract between your school's board and Utah State Charter School Board. It reflects how both boards work together and share accountability for the school's success. This amendment is designed to make updates more collaborative and transparent with both boards involved throughout the process.
Action: *Board Vote*

REQUEST FOR PROPOSAL- SPEECH & LANGUAGE SERVICES

The Evaluation Committee recommends to the school's Board of Directors that it renew Speech & Language Services with Something to Talk About for the 2026-2027 School Year.
Action: *Board Vote*

MENTAL HEALTH SCREENING PARTICIPATION

Each LEA governing board must make an annual determination on whether or not the LEA will administer a USBE approved mental health screener. Boards only need to vote on it again (and do so by August 1) if they are going to change from non-participating to participating. MMA is recommending changing their determination from non-participating to participating at this time.
Action: *Board Vote*

CALCUT CONSULTING CONTRACT

Calcut Consulting provides School Psychologist and Counseling Services. The details of the contract are available for reference in the board meeting documentation.

Action: *Board Vote*

TETON SCIENCE SCHOOLS CONTRACT

Teton Science Schools Contract will provide Professional Learning and Consulting Services for MMA. The fees shown in the documentation assume the maximum (14) amount of participants.

Action: *Board Vote*

SPECIAL EDUCATION SERVICES AGREEMENT

AW SPED Services provides Special Education Services to the school. The details of the contract are available for reference in the board meeting documentation.

Action: *Board Vote & Chair Signature*

SEX EDUCATION CURRICULUM COMMITTEE

The School's Board of Directors will review and approve the membership of the committee on or before August 1 each year. This committee shall be composed of parents, health professionals, school health educators, and administrators, with at least as many parent members as school employee members. The recommended makeup of the committee is: Kacee Weaver - Director, David Deaton - Junior High PE/Health Teacher, Mikala Grill - Nurse, Logan Kashanipour - Parent, Nekane Welch - Parent, Anna Hafen - Parent, Candice Cipullo – Parent.

Action: *Board Vote*

AMENDING ADMINISTRATION OF MEDICATION POLICY

New legislation added provisions with respect to the storage and administration of glucagon kits in schools. If a school employee becomes trained to administer a glucagon kit to a student in response to a potentially life-threatening condition resulting from abnormally low blood glucose levels, the school may make glucagon kits available to such trained employees. In addition, other legislation renamed "epinephrine auto injectors" to "injectable epinephrine rescue medication." The school's Administration of Medication Policy has been revised to comply with these new laws. Some additional revisions have been made to the emergency administration of medication portion of the policy to bring it into better compliance with applicable law, including the addition of a section on adrenal crisis rescue medication.

Action: *Board Vote*

AMENDING SHiNE POLICY

By law, the school must update or re-approve its SHiNE Policy annually. There are no changes recommended with respect to the school's designated high-needs areas. However, in consultation with accounting and legal, some proposed provisions have been added to the policy regarding payment of the salary supplement in certain circumstances, including: (a) if an eligible teacher's employment with the school ends before the salary supplement is paid (e.g., a teacher quits or is fired mid-year), the teacher will receive only a prorated portion of the salary supplement based on the portion of the school year the teacher worked at the school; and (b) if an eligible teacher begins employment with the school after the certified list of salary supplement recipients is finalized, the teacher is not automatically entitled to a salary supplement but the administrator may in their discretion and subject to SHiNE funding award the teacher a prorated salary supplement. A couple other minor revisions to the policy are recommended as well.
Action: *Board Vote*

BOARD MEMBER ROLES AND ELECTED OFFICERS

The Board regularly reviews member terms to ensure continuity, effective governance, and compliance with bylaws. As terms expire, the Board may fill vacancies or reappoint members willing to continue serving.
Action: *Board Vote*

DIRECTOR EMPLOYMENT AGREEMENT

The Board reviews and approves the Director's annual employment agreement to ensure compensation is appropriate and aligned with organizational performance. This process includes reviewing salary and compensation details, using a standard HR-provided agreement template, and discussing terms in a closed session. The Board determines performance pay and any end-of-year bonuses before formally approving and signing the agreement. Finalized documents are submitted to HR, and compensation records are updated accordingly to ensure accuracy and compliance.
Action: *Board Vote*

Maria Montessori Academy
Board of Directors Meeting

Date: May 7, 2026
Location: Electronic Board Meeting
Board Members Present: Nancy Lindeman, April Bench, John Horn, Logan Kashanipour, Terri Johnson
Excused Board Members: Stephanie Loud
Others Present: Kacee Weaver, Hannah Dorius, Jon McQueary

MINUTES

CALL TO ORDER

Nancy Lindeman called the board meeting to order at 10:06AM.

VOTING AND DISCUSSION ITEMS

- Commercial Kitchen Supply Quote
  This is one of the last major items to purchase for the kitchen. The school is aiming to begin the school lunch program during the next school year. The quote details a purchase of an oven for the kitchen.

  April Bench made a motion to approve the Commercial Kitchen Supply Quote up to $15,000. John Horn seconded. The motion passed unanimously. Votes were as follows: Nancy Lindeman, Aye; John Horn, Aye; Logan Kashanipour, Aye; April Bench, Aye; Terri Johnson, Aye.

CONSENT ITEMS

- 03.12.2026 Board Meeting Minutes

  Logan Kashanipour made a motion to approve 03.12.2026 Board Meeting Minutes, John Horn seconded. The motion passed unanimously. Votes were as follows: Nancy Lindeman, Aye; John Horn, Aye; Logan Kashanipour, Aye; April Bench, Aye; Terri Johnson; Aye.

CALENDARING

- Next Board Meeting will be held June 11, 2026 @ 4:00PM.

ADJOURN

At 10:18AM, April Bench made a motion to adjourn. Terri Johnson seconded the motion. The motion passed unanimously. Votes were as follows: Nancy Lindeman, Aye; John Horn, Aye; Logan Kashanipour, Aye; April Bench, Aye; Terri Johnson, Aye.

Maria Montessori Academy 05.07.2026
Board Approved:

MARIA MONTESSORI ACADEMY
BOARD MEETING CALENDAR

Below are the tentative Maria Montessori Academy Board Meeting dates for the 2026-2027 school year. Meetings are tentatively scheduled for the second Thursday bi-monthly. These dates are subject to change or cancellation and additional meetings may take place. Please note that meetings will generally be held at 2505 N. 200 E.; North Ogden, UT 84414, but may also be held electronically or at different locations as needed by the Board of Directors. All meetings will be posted on the Utah Public Meeting Notice website at least 24 hours in advance.

September 10, 2026 at 4:00 PM

November 12, 2026 at 4:00 PM

January 14, 2027 at 4:00 PM

March 11, 2027 at 4:00 PM

May 13, 2027 at 4:00 PM

June 10, 2027 at 4:00 PM

Board Member Annual Commitment to Ethical Behavior

I understand that as a board member of Maria Montessori Academy I should always engage in ethical behavior. I have read the school's Ethics Policy and am committed to abiding by the policy, conducting myself consistent with high standards of ethics, and complying with applicable law.

Signature_____________________________________	_______________________
Board Member Name	Date
Signature_____________________________________	_______________________
Board Member Name	Date
Signature_____________________________________	_______________________
Board Member Name	Date
Signature_____________________________________	_______________________
Board Member Name	Date
Signature_____________________________________	_______________________
Board Member Name	Date
Signature_____________________________________	_______________________
Board Member Name	Date
Signature_____________________________________	_______________________
Board Member Name	Date

CALCUT CONSULTING CONTRACT FOR SERVICES

Contracting Agency:
Provider Name: Jennifer Calcut
Ph#: 801-430-3911
Business Name: Calcut Consulting
Address: 5420 South 4225 West Roy, Utah 84067

Services to be billed at a rate of $110.00 an hour. This rate includes administration, testing protocols, scoring and interpretation, report writing, consultation, trainings, counseling services and attending IEP meetings.

School Psychologist

Testing Available

WISC-V
WAIS-IV
WPSSI-V
KTEA
WAIT
Raven's Progressive Matrices
Weschler Non-Verbal
ADOS-2
BASC-3
SSIS
ASRS
Conners
Vineland Adaptive Behavior Scales
Personality Scales for Adolescents
Executive Functioning Batteries
FUBA and BIP

Trainings

TBRI for Teachers Trauma Informed Care
Reading and Interpretation of Testing for Teachers
Team Building for teachers and staff utilizing the Enneagram

Counseling Services

Provided by DOPL Licensed Therapists
Zones of Emotional Regulation
Social Thinking Skills

The contract is for services provided by the School Psychologist and other licensed professionals. School Year 26-27 and rolling into School year 27-28. This agreement may be terminated by either party by giving a 30-day written notice. Payment for all services will be made within a 30-day period, after the invoice is received. A late fee of 15.00 dollars per every 15 days after the billing due date will be charged.

Provider Signature Date

School Signature

The mission of Maria Montessori Academy is to provide an individualized education that promotes academic excellence founded on the authentic philosophy of Dr. Maria Montessori. Maria Montessori Academy will craft each child's education in partnership with educators and parents to achieve higher levels of academic, personal and social achievement, thereby preparing students to become constructive contributors to their community.

Director Report - June 2026

Montessori Moment & Schoolwide Priorities

Following the Child: In Montessori education, *following the child* does not mean allowing students to do whatever they want. It means carefully observing each student's strengths, interests, developmental needs, and readiness, then providing the environment, guidance, and instruction needed to help them grow.

Following the child means:

- Meeting students where they are academically, socially, and emotionally.
- Using observation and data to guide instruction.
- Providing appropriate challenge and support based on individual readiness.
- Respecting that children develop at different rates and in different ways.
- Fostering independence, responsibility, and self-motivation.
- Creating opportunities for students to pursue meaningful work while mastering required standards.

The goal is not simply compliance with a curriculum; it is helping every child reach their fullest potential while developing the knowledge, skills, and character needed to contribute meaningfully to their community.

End Of Year Schoolwide Priorities Highlight Reel

ENROLLMENT

26-27 Enrollment (As of 5/28/26)

Grade:	K	1	2	3	4	5	6	7	8	9	Total
Future	78	57	45	57	47	31	38	39	25	18	435

STAFFING UPDATES

- 4th Early Childhood teacher - Kim Steinke
- JrHigh PE - Tom Epp
- JrHigh ELA/Science - Tarrin Pippin

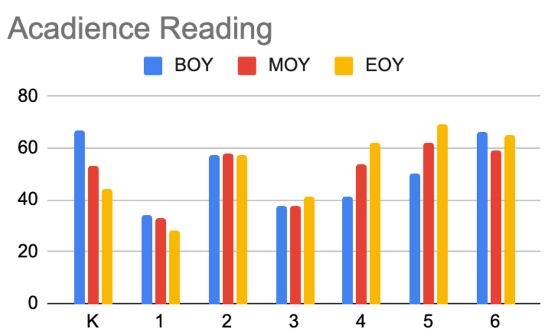
- JrHigh College and Career Awareness - Anna Hafen
- JrHigh Math - Faith Davis
- SpEd - Baleigh Parker
- SpEd - Lani Rounds

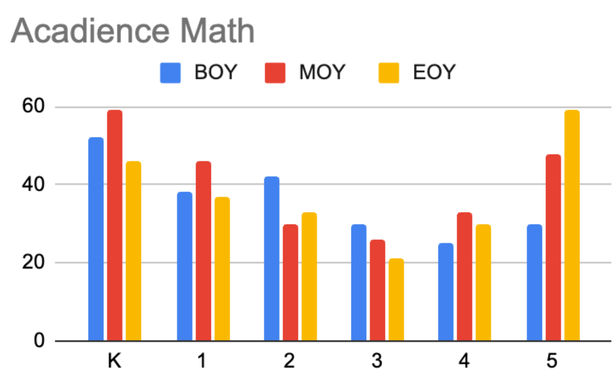
MARKETING

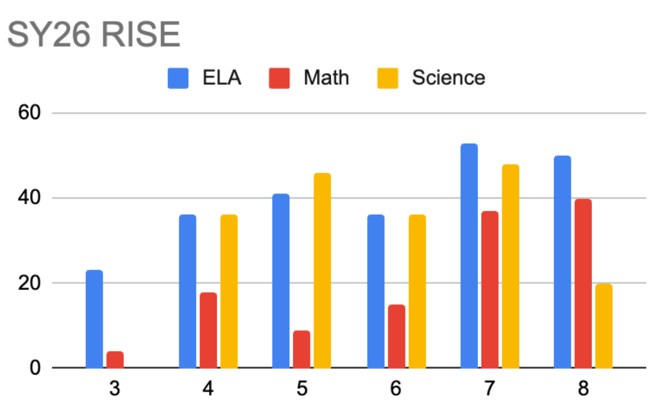
- Sponsoring North Ogden Cherry Days
    - Our name/logo will appear at the following events:
        - 6/29: Car Show and Kid Market
        - 7/1: Luau
        - 7/2: Rodeo
        - 7/4: Market in the Park

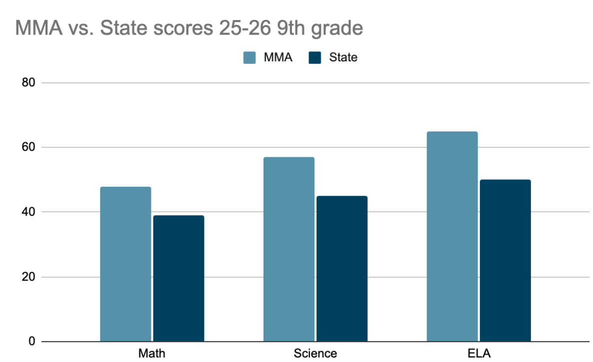
PROGRAMS

- **School Land Trust Updates -** Report was returned with a request for more information. Has been resubmitted with specifics related to software programs.
- **Preschool Program -** 24 students enrolled for next year!
- **Academics** -









- K-6 Reading Data Average
    25-26: 52% on benchmark/above benchmark
    24-25 : 42.24%
    +10% growth!
- K-5 Math Data Average
    25-26 : 37.6% on benchmark/above benchmark
    24-25 : 31.02%

+7% growth!

- **Athletics -** Seeking coaches for next school year.
- **Theater -** Neverland Project
- **Family Teacher Association** -
    - Total raised for Kitchen Equipment $10,257.16
    - New leadership and planning for the 26-27 school year is underway!
- **NSLP -** Training continues, menus completed, new oven ordered, dishwasher to be installed. Will begin August 17!
- **Positive Behavior Plan -** SY 25-26 MMA Positive Behavior Plan Continuum
- **Gifted and Talented -**
- **Safety** - Held a Lockdown drill attended by the North Ogden Police Department. Received a 9/10 on procedures and implementation. Discussing areas in which we need to improve. Ex: building-wide map, panic button, school safety specialist reassignment.
- **Title IX -** MMA 25-26 Title IX Athletics Reporting.docx

FACILITIES

- New Carpet to be installed.
- 4th Early Childhood classroom being stocked.
- The College and Career Awareness classroom needs furniture and supplies.

FUNDRAISING

- Kitchen cookbook project and soliciting businesses for donations.
- Plans for next year in support of field experiences.

UPCOMING

-

June 8, 2026

[Client#]

Board of
Directors
Maria Montessori
Academy
2505 N 200 E
North Ogden, UT
84414

This document constitutes a statement of work ("SOW") under the most recently executed Master Services Agreement ("MSA"), made by and between Eide Bailly LLP ("Eide Bailly", "we," "us," and "our") and Maria Montessori Academy ("Client," "you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services Eide Bailly will provide for the entity as of and for the year ended June 30, 2025.

Ken Jeppesen is the engagement partner for the audit services specified in this letter. The engagement partner's responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Scope of Audit Services

Audit of the Financial Statements

We will audit the financial statements of governmental activities, business-type activities, aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, and the related notes to the financial statements, which collectively comprise the entity's basic financial statements.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements. The RSI will be subjected to certain limited procedures, but will not be audited.

If presented, we will also evaluate and report on the presentation of supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole.

Audit of Major Program Compliance

In addition, we will audit the entity's compliance over major federal award programs, as necessary.

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards (SEFA) to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Audit Objectives
Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards , if any, and perform procedures to address those requirements.

Required Supplementary Information
Accounting principles generally accepted in the United States of America require that certain information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB), who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. We will not express an opinion or provide any form of assurance on the RSI.

Supplementary Information other than RSI
Supplementary information other than RSI will accompany [Client] 's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

- Management's Discussion and Analysis
- Statement of Revenues, Expenditures and Changes in Fund Balance- Budget and Actual- General Fund
- Notes to Required Supplementary Information

Auditor Responsibilities, Procedures, and Limitations
We will conduct our audit in accordance with GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

As part of our audit, we will:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the amounts and disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards* of the Comptroller General of the United States of America and/or state or regulatory audit requirements. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

Audit of Major Program Compliance

Our audit of your major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the provisions the Uniform Guidance; and will include tests of accounting records, a determination of major programs in accordance the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS, *Government Auditing Standards* of the Comptroller General of the United States of America, and/or any state or regulatory audit requirements, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs and performing such other procedures as we considers necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management Responsibilities
Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;

b. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
c. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
d. For maintaining records that adequately identify the source and application of funds for federally funded activities;
e. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance requirements;
f. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
g. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;

h. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
i. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
j. For taking prompt action when instances of noncompliance are identified;
k. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
l. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
m. For submitting the reporting package and data collection form to the appropriate parties;
n. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
o. To provide us with:
    i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, including the disclosures, such as records, documentation, and other matters;
    ii. Additional information that we may request from management for the purpose of the audit;
    iii. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence;
p. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
q. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
r. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
s. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.
t. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in the system of internal control and others where fraud could have a material effect on the financials; and

u. For the accuracy and completeness of all information provided.
v. If applicable, for including the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by us, including:
    i. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
    ii. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the supplementary information and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule of expenditures of federal awards will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule no later than the date of issuance by you of the supplementary information and our report thereon.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

Management agrees they are responsible for the distribution of reports issued in conjunction with this engagement to those charged with governance, entity officials, oversight bodies, or other organizations requiring audits, as applicable.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Responsibilities and Limitations Related to Nonattest Services

For all nonattest services we may provide to you, management agrees to assume all management responsibilities for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitor the system of internal control.

We will provide the following nonattest services:

- Prepare or assist with the preparation of your financial statements and the related notes.
- Prepare or assist in preparing the government-wide statements and conversion entries and note disclosures.
- Preparation of federal and state income tax returns
- Prepare or assist with the preparation of the schedule of expenditures for federal awards, as necessary.

- Completion of the Auditee's portion of the Data Collection Form, as necessary.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities.

You are also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

Reporting
We will issue a written report upon completion of our audit of your financial statements. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from the engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Data Collection Form
Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the Federal Audit Clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the Federal Audit Clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Engagement Administration and Other Matters
We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. Details of information we expect to need for our audit and the dates required will be provided separately.

You agree to share all facts that may affect your financial statements, even if you first become aware of those facts after the date of the auditor's report but before the date your financial statements are issued.

Government Auditing Standards require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

Eide Bailly LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business Code. The nature of the services to be provided in conjunction with this engagement are such that non-licensee owners may be involved in performing our services.

Engagement Fees

Our fees are based on the amount of time required at various levels of responsibility. We estimate that our fee for the financial statement audit and state compliance procedures will be $13,600. If a Single Audit is required, these fees will be billed separately. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date.

The ability to perform and complete our engagement consistent with the estimated fee included above depends upon the quality of your underlying accounting records and the timeliness of your personnel in providing information and responding to our requests. To assist with this process, we will provide you with an itemized request list that identifies the information you will need to prepare and provide in preparation for our engagement, as well as the requested delivery date for those items. A lack of preparation, including not providing this information in an accurate and timely manner, unanticipated audit adjustments, and/or untimely assistance by your personnel may result in an increase in our fees and/or a delay in the completion of our engagement.

We will advise you if unexpected circumstances require significant additional procedures resulting in a substantial increase in the fee estimate.

Changes in Professional Standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the SOW increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Use of Financial Statements

Should you decide to include or incorporate by reference these financial statements and our auditors' report thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to reissue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will reissue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to reissue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document, and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately.

If we decide to reissue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials, and we will receive a complete set of final documents.

If we decide not to reissue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

Termination
The engagement contemplated by this SOW shall terminate upon the earlier of completion of the services described herein or as described in the MSA.

Agreement
We appreciate the opportunity to provide the services described in this SOW under the MSA. This SOW and the MSA constitute the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and Eide Bailly related to audit services. Please sign, date, and return this SOW to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities. By signing this SOW, you represent and warrant that you are authorized to sign on behalf of and bind each client and any affiliate identified herein.

Sincerely,

Eide Bailly LLP

Eide Bailly LLP

AGREED TO AND ACCEPTED:

Name: ____

Title: ____

Date: ____

MARIA MONTESSORI ACADEMY
BOARD MEMBER TERMS & ELECTED OFFICERS

Board terms:

1. Nancy Lindeman (Chair)
   a. Term Expires: 06/30/2029
2. John Horn (Financial Coordinator)
   a. Term Expires: 06/30/2029
3. Terri Johnson (Member)
   a. Term Expires: 06/30/2029
4. Stephanie Loud (Member)
   a. Term Expires: 06/30/2029
5. April Bench (Member)
   a. Term Expires: 06/30/2029
6. Logan Kashanipour (Member)
   a. Term Expires: 06/30/2029

Something to Talk About, LLC

Somethingtotalkaboutspeech@gmail.com

Katie Poland M.S., CCC-SLP
Heather Ferguson M.S., CCC-SLP
197 West 2050 south
Perry UT 84302
435.830.8647

Contract for Speech Therapy Services
Maria Montessori Academy
2026-27 School Year

Specifications

Something To Talk About, LLC will provide speech/language therapy services for students within the District, grades K-9 for an estimated forty-two (42) hours per week. Services will initiate on **August 10, 2026** for the 2026-2027 school year and are renewable yearly. This agreement may be terminated by either party by giving thirty (30) days written notice. Services will be billed at seventy-seven dollars ($77) per hour for work done by a speech language pathologist (SLP); this includes work done at home that is directly related to servicing students such as writing IEP's, scoring evaluations and writing evaluation reports. Work that is done by the speech-language technician (SLT) will be billed at fifty-nine dollars ($59) per hour. Work done by an SLT will be supervised and fall within the scope of the SLT role as outlined by the Utah State Board of Education (USBE) guidelines. Services will be billed to Maria Montessori School on the first day of the following month. Payment for services is expected by the fifteenth of each month. Payments not received by the last day of the month will be subject to a $100 late fee. The services to be provided include:

- Provide Kindergarten articulation and language screeners.
- Provide hearing screeners on Kindergarten, 1st, 3rd, and 5th graders and all Special Education students.
- Provide consultative and direct speech/language therapy services.
- Consult with teachers, parents, and other professionals
- Screen and/or evaluate each student in all areas of suspected language dysfunction as identified by the RTI team or the IEP team members for possible services. Evaluations and reports will be completed within timelines required by the school district and IDEA.
- Review progress of each student in the therapy program and document progress with the same frequency as general education students.
- Revise IEP goals and objectives with IEP team members, as needed, and make recommendations to parents and other professionals as appropriate.
- Confer with classroom teachers concerning the classroom application of speech therapy recommendations.
- Participate in the individual education planning process by collaborating with special education and general education teachers as appropriate for each student who is to receive speech/language therapy.
- Maintain appropriate records and files for students receiving speech/language therapy.
- Maintain current speech therapy evaluations for students receiving speech/language therapy services so as to be in compliance with IDEA.

The speech-language pathologist (SLP) and the speech-language technician (SLT) will possess and maintain current licensure and credentials as required by the Utah State Board of Education (USBE).

______________________________ ______________________

Something To Talk About, LLC Date

______________________________ ______________________

Maria Montessori Academy Date

Maria Montessori Academy
Policy: Administration of Medication Policy
Approved:

Purpose

The purpose of this policy is to authorize personnel of Maria Montessori Academy (the "School") to administer medication to students consistent with applicable law.

The School's Board of Directors (the "Board") acknowledges that medication should typically be administered by a student or the student's parent or guardian. However, the Board recognizes that situations may arise where the health of a student may require administration of medication during the course of a school day by School personnel.

As long as authorized personnel act in a prudent and responsible manner, Utah law provides that School personnel who provide assistance in substantial compliance with a student's licensed health care provider's written statement are not liable civilly or criminally for any adverse reaction suffered by the student as a result of taking the medication or discontinuing the administration of medication. The Board hopes that this policy will help ensure that School personnel act in a prudent and responsible manner in order to protect the health of students and the interests of School personnel.

The Board also desires to set forth policies regarding acceptable self-administration of medication by students.

Policy

Administration of Medication by School Personnel

The School will comply with applicable state and federal laws, including but not limited to Utah Code Ann. § 53G-9-502, regarding the administration of medication to students by School personnel. Accordingly, pursuant to this policy, authorized School personnel may provide assistance in non-emergency situations in the administration of medication to students of the School during periods when the student is under the School's control.

School personnel may also administer medication to students in emergency situations in accordance with the following:

(a) Glucagon. Glucagon is an emergency diabetic medication used to raise blood sugar. The School will comply with the requirements of Utah Code Ann. § 53G-9-504 regarding the emergency administration of glucagon to a student . Accordingly, the School may administer glucagon to a student if: (1) the School has receive a glucagon authorization from the parent or guardian of a student with diabetes; (2) the student Is exhibiting the symptoms that warrant the administration of glucagon; (3) School personnel who have been trained (as described in the statute) in the administration of glucagon are immediately available to administer the glucagon; and (4) a licensed health care professional is not immediately available. The School may not compel School personnel to become trained in the administration of glucagon nor may it obstruct School personnel from becoming trained in the administration of glucagon.

(b) Glucagon Kit. The School will comply with the requirements of Utah Code Ann. §§ 26B-4-401, *et seq*., regarding the emergency administration of a glucagon kit to a student. Accordingly, the School may administer a glucagon kit to a student if: (1) the student has a diagnosis of diabetes by a health care provider; (2) the School has received a glucagon authorization from the parent or guardian of the student; (3) the student is showing symptoms of hypoglycemia (a potentially life-threatening condition resulting from abnormally low blood glucose levels); and (4) a School employee who has become a "qualified adult" as defined in the statute is immediately available to administer the glucagon kit. If the School has a School nurse and the School nurse is immediately available to administer a glucagon kit to a student under the circumstances described above, the School nurse should administer the glucagon kit. If the School does not have a School nurse or the School nurse is not immediately available, another School employee who is a qualified adult may administer the glucagon kit in accordance with the statute. The School may make a glucagon kit available to a School employee who becomes a qualified adult. The School may not prohibit or dissuade School employees from receiving training to become a qualified adult, nor may it prohibit or dissuade School employees who become a qualified adult from possessing or storing a glucagon kit on School property or administering a glucagon kit to any person in accordance with the statute.

(c) Injectable Epinephrine Rescue Medication. The School will comply with the requirements of Utah Code Ann. §§ 26B-4-401, *et seq.*, regarding the emergency administration of an injectable epinephrine rescue medication. Accordingly, the School may administer an emergency injectable epinephrine rescue medication to a student if: (1) the student is exhibiting potentially life-threatening symptoms of anaphylaxis; (2) a physician or physician assistant is not immediately available; and (3) a School employee who has become a "qualified adult" as defined in the statute is immediately available to administer the injectable epinephrine rescue medication. The School will make an emergency injectable epinephrine rescue medication available to a School employee who becomes a qualified adult. The School may not prohibit or dissuade School employees from receiving training to become a qualified adult, nor may it prohibit or dissuade School employees who become qualified adults from possessing or storing an emergency injectable epinephrine rescue medication on School property or administering an emergency injectable epinephrine rescue medication to any person in accordance with the statute.

(d) Seizure Rescue Medication. The School will comply with the requirements of Utah Code Ann. § 53G-9-505 regarding the emergency administration of seizure rescue medication to a student. Accordingly, the School may administer seizure rescue medication to a student if: (1) the School has received a seizure rescue authorization from the parent or guardian of the student; (2) the student is exhibiting a symptom, described on the student's seizure rescue authorization, that warrants the administration of a seizure rescue medication; (3) a School employee who has become a "trained school employee volunteer" as defined in the statute is immediately available to administer the seizure rescue medication; and (4) a licensed health care professional is not immediately available to administer the seizure rescue medication. The School may not compel a School employee to become a trained school employee volunteer nor may it obstruct a School employee from becoming a trained school employee volunteer.

(e) Opiate Antagonist. In accordance with Utah Code Ann. § 26B-4-509, School personnel may administer an opiate antagonist when acting in good faith to an individual whom the person believes to be experiencing an opiate-related drug overdose.

(f) Stock Albuterol. The School will comply with the requirements of Utah Code Ann. §§ 26B-4-401, *et seq*., regarding the emergency administration of stock albuterol to a student. Accordingly, the School may administer stock albuterol to a student if: (1) the student has a diagnosis of asthma by a health care provider; (2) the student has a current asthma action plan on file with the School; (3) the student is showing symptoms of an asthma emergency as described in the student's asthma action plan; and (4) a School employee who has become a "qualified adult" as defined in the statute is immediately available to administer the stock albuterol. If the School has a School nurse and the School nurse is immediately available to administer stock albuterol to a student under the circumstances described above, the School nurse should administer the stock albuterol. If the School does not have a School nurse or the School nurse is not immediately available, another School employee who is a qualified adult may administer the stock albuterol in accordance with the statute. In addition, if a School nurse is not immediately available and a student does not have a current asthma action plan, a School employee who is a qualified adult may administer stock albuterol to the student if the School employee identifies, based on their qualified adult training, that the student is experiencing an asthma emergency. The School may make stock albuterol available to a School employee who becomes a qualified adult. The School may not prohibit or dissuade School employees from receiving training to become a qualified adult, nor may it prohibit or dissuade School employees who become qualified adults from possessing or storing stock albuterol on School property or administering stock albuterol to any person in accordance with the statute.

(g) Adrenal Crisis Rescue Medication. The School will comply with the requirements of Utah Code Ann. § 53G-9-507 regarding the emergency administration of adrenal crisis rescue medication to a student. Accordingly, the School may administer adrenal crisis rescue medication to a student if: (1) the School has received an adrenal crisis rescue authorization from the parent or guardian of the student; (2) the student exhibits a symptom, described on the student's adrenal crisis rescue authorization, that warrants the administration of an adrenal cris rescue medication; (3) a School employee who has become a "trained school employee volunteer" as defined in the statute is available to administer the adrenal crisis rescue medication; and (4) a licensed health care professional is not immediately available to administer the adrenal crisis rescue medication. The School may not compel a School employee to become a trained school employee volunteer nor may it obstruct a School employee from becoming a trained school employee volunteer.

The Principal will establish administrative procedures that comply with applicable laws in order to set guidelines for when and how administration of medication under this policy will take place.

The Principal will consult with the local health department and/or a registered health care professional for assistance in developing procedures and training necessary for effective implementation of this policy. The School's Principal will ensure that School personnel and parents are provided with information about this policy as needed.

Self-Administration of Medication by Students

Students may possess and self-administer prescription medication at school in compliance with applicable law. The Principal will establish administrative procedures that comply with applicable laws in order to set guidelines for when and how this will take place.

Students are not prohibited from possessing and self-administering one day's dosage of a non-prescription medication where the student's maturity level is such that he or she can reasonably be expected to properly administer the medication on his or her own.

Observations and Medical Recommendations by School Personnel

The Principal will ensure that appropriate School personnel receive training on the provisions of Utah Code Ann. § 53G-9-203, including but not limited to training regarding medical recommendations by School employees and rules related to School employees communicating information and observations about a student's health and/or welfare.

School employees who intentionally violate Utah Code Ann. § 53G-9-203 will be subject to discipline up to and including termination.

Approved:

Administrative Procedures
Administration of Medication Procedures

These procedures are established in accordance with the Administration of Medication Policy adopted by the School's Board of Directors.

<u>Administration of Medication by School Personnel</u>

In order to ensure safe administration of medication to students, the procedures outlined here must be followed.

(1) The Principal will designate a reasonable number of School employees who will be responsible for administering medication to students in the School.

(2) The Principal will arrange for the Principal and all designated School employees to receive adequate training from a licensed health care professional prior to administering any medication. Training should include indications for the medication, means of administration, dosage, adverse reactions, contraindications, and side effects.

(3) The student's parent or guardian must complete the parent/guardian section of the Student Medication Form requesting that medication be administered to the student during regular school hours. Parents are responsible for updating the Student Medication Form as necessary.

(4) The student's health care provider must complete the Health Care Provider section of the Student Medication Form indicating the child's name, the name of the medication, the purpose of the medication, the means of administration, the dosage, the time schedule for administration, the anticipated number of days the medication needs to be given at school, and possible side effects. The practitioner must also affirm that giving the medication during school hours is medically necessary.

(5) A Student Medication Log must be maintained for any student who has medication administered at school, and all employees authorized to administer medication will be notified regarding each student to whom they are authorized to administer medication.

(6) Each time medication is given, the person who gave it must document the administration in ink on the Student Medication Log. If the medication is not administered as scheduled, a notation must be made on the Student Medication Log as to why the medication was not given, and the student's parent or guardian must be notified.

(7) The Student Medication Form and Student Medication Log will be retained in the student's records.

Approved:

(8) Teachers of the student receiving medication during school hours will be notified.

(9) Medication (other than that carried by a student) must be delivered to the School by the student's parent or guardian or designated adult.

(10) Medication should be delivered to the School in a container properly labeled by a pharmacy, manufacturer or health care provider. Labeling must include the student's name, the name of the prescribing practitioner, date the prescription was filled, name and phone number of the dispensing pharmacy, name of the medication, dose, frequency of administration, and the expiration date.

(11) Medication must be stored in a secure, locked cabinet or container in a cool, dry place, except that:

a. medications that require refrigeration must be stored appropriately;

b. insulin or emergency medications such as EpiPens, Twinject Auto-Injectors, asthma inhalers and glucagon must not be stored in a locked area so that they are available when needed.

(12) Authorization for administration of medication by School personnel may be withdrawn by the School at any time following written or verbal notice to the student's parent or guardian, as long as this action does not conflict with federal laws such as IDEA and/or section 504 of the Rehabilitation Act. The Principal may withdraw authorization for administration of medication in cases of noncompliance or lack of cooperation by parents or students unless the student's right to receive medication at school is protected by laws such as IDEA or section 504.

<u>Self-Administration of Medication by Students</u>

Students may possess and self-administer prescription medication if:

(1) The student's parent or guardian signs a statement:

a. Authorizing the student to self-administer the medication; and

b. Acknowledging that the student is responsible for, and capable of, self-administering the medication; and

(2) The student's health care provider provides a written statement

a. That it is medically appropriate for the student to self-administer the medication and be in possession of the medication at all times; and

b. Containing the name of the medication prescribed for the student's use.

The School will provide an acceptable form for parents to request that their student be allowed to possess and self-administer prescription medication.

Application of Sunscreen

Students may possess and self-apply sunscreen without a parent or physician's authorization.

If a student is unable to self-apply sunscreen, a school employee may apply the sunscreen on the student if the student's parent or legal guardian has provided written consent.

OFFICE OF THE
STATE AUDITOR

Questionnaire

Revised December 2020

Fraud Risk Assessment

INSTRUCTIONS:

- Reference the *Fraud Risk Assessment Implementation Guide* to determine which of the following recommended measures have been implemented.
- Indicate successful implementation by marking "Yes" on each of the questions in the table. Partial points may not be earned on any individual question.
- Total the points of the questions marked "Yes" and enter the total on the "Total Points Earned" line.
- Based on the points earned, circle/highlight the risk level on the "Risk Level" line.
- Enter on the lines indicated the entity name, fiscal year for which the Fraud Risk Assessment was completed, and date the Fraud Risk Assessment was completed.
- Print CAO and CFO names on the lines indicated, then have the CAO and CFO provide required signatures on the lines indicated.

Fraud Risk Assessment

Continued

*Total Points Earned: **355 /395** *Risk Level:

Very Low	Low	Moderate	High	Very High
> 355	316-355	276-315	200-275	< 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	200	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	5	5
b. Procurement?	5	5
c. Ethical behavior?	5	5
d. Reporting fraud and abuse?	5	5
e. Travel?	5	5
f. Credit/Purchasing cards (where applicable)?	5	5
g. Personal use of entity assets?	5	5
h. IT and computer security?	5	5
i. Cash receipting and deposits?	5	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	20	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	10	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	20	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?	--	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	20	20
7. Does the entity have or promote a fraud hotline?	20	20
8. Does the entity have a formal internal audit function?	--	20
9. Does the entity have a formal audit committee?	20	20

*Entity Name: Maria Montessori Academy

*Completed for Fiscal Year Ending: June 30, 2026 *Completion Date: June 11, 2026

*CAO Name: Kacee Weaver *CFO Name: **John Horn**

*CAO Signature: ______________________ *CFO Signature: ______________________

*Required

Basic Separation of Duties

See the following page for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	x			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?	x			
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".				x
4. Are all the people who have access to blank checks different from those who are authorized signers?		x	x	
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?	x			
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?	x			
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".	x			
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".	x			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".	x			
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	x			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	x			
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	x			

* MC = Mitigating Control

Basic Separation of Duties

Continued

Instructions: Answer questions 1-12 on the Basic Separation of Duties Questionnaire using the definitions provided below.

☺ If all of the questions were answered “Yes” or “No” with mitigating controls (“MC”) in place, or “N/A,” the entity has achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will be answered “Yes.” 200 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

☹ If any of the questions were answered “No,” and mitigating controls are not in place, the entity has not achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will remain blank. 0 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

Definitions:

Board Chair is the elected or appointed chairperson of an entity’s governing body, e.g. Mayor, Commissioner, Councilmember or Trustee. The official title will vary depending on the entity type and form of government.

Clerk is the bookkeeper for the entity, e.g. Controller, Accountant, Auditor or Finance Director. Though the title for this position may vary, they validate payment requests, ensure compliance with policy and budgetary restrictions, prepare checks, and record all financial transactions.

Chief Administrative Officer (CAO) is the person who directs the day-to-day operations of the entity. The CAO of most cities and towns is the mayor, except where the city has a city manager. The CAO of most local and special districts is the board chair, except where the district has an appointed director. In school districts, the CAO is the superintendent. In counties, the CAO is the commission or council chair, except where there is an elected or appointed manager or executive.

General Ledger is a general term for accounting books. A general ledger contains all financial transactions of an organization and may include sub-ledgers that are more detailed. A general ledger may be electronic or paper based. Financial records such as invoices, purchase orders, or depreciation schedules are not part of the general ledger, but rather support the transaction in the general ledger.

Mitigating Controls are systems or procedures that effectively mitigate a risk in lieu of separation of duties.

Original Bank Statement means a document that has been received directly from the bank. Direct receipt of the document could mean having the statement 1) mailed to an address or PO Box separate from the entity’s place of business, 2) remain in an unopened envelope at the entity offices, or 3) electronically downloaded from the bank website by the intended recipient. The key risk is that a treasurer or clerk who is intending to conceal an unauthorized transaction may be able to physically or electronically alter the statement before the independent reviewer sees it.

Treasurer is the custodian of all cash accounts and is responsible for overseeing the receipt of all payments made to the entity. A treasurer is always an authorized signer of all entity checks and is responsible for ensuring cash balances are adequate to cover all payments issued by the entity.

Maria Montessori Academy
Proposed Initial FY27 Budget and Final FY26 Budget
For Approval at June 11 , 2026 Board Meeting

Accounts	Actual FY2025 Results	Original FY2026 Budget	Current P&L Through 4-30-26	Proposed FY2026 Amended	Proposed FY2027 (All Funds)
Income					
1000 - Revenue From Local Sources	173,806	211,500	183,235	203,739	303,000
3000 - Revenue From State Sources	4,654,275	5,092,129	4,285,378	5,137,420	5,320,122
4000 - Revenue From Federal Sources	113,458	102,500	26,377	104,121	182,442
5000 - Other Financing Sources		50000	0	100,000	
Total Income	**4,941,539**	**5,456,129**	**4,494,990**	**5,545,280**	**5,805,565**
Gross Margin	4,941,539	5,456,129	4,494,990	5,545,280	5,805,565
Gross Margin %	100.0%	100.0%	100.0%	100.0%	100.0%
Expenses					
0100 - Salaries	2,313,945	2,560,000	1,875,523	2,596,299	2,761,807
0200 - Employee Benefits	500,740	555,000	408,395	614,009	693,711
0300-Purchased Professional and Technical Services	605,862	626,000	543,576	674,193	673,382
0400-Purchased Property Services	147,064	149,300	217,610	281,165	278,700
0500-Other Purchased Services	114,462	333,500	97,619	119,746	118,605
0600-Supplies and Materials	206,187	262,500	228,642	296,984	337,360
0700-Property	5,960	55,000	89,430	108,933	43,933
0800-Debt Service and Miscellaneous	723,259	742,500	609,737	748,500	753,500
Total Expenses	**4,617,478**	**5,283,800**	**4,070,532**	**5,439,829**	**5,660,998**
Net Income	324,061	172,329	424,458	105,451	144,567
Net Income %	6.6%	3.2%	9.4%	1.9%	2.5%
EBITDA	324,061	172,329	424,458	105,451	144,567
EBITDA %	6.6%	3.2%	9.4%	1.9%	2.5%

Notes:

Original FY26 Budget based on 399

Updated FY26 Estimate from State based on 402 Students

Original FY27 Budget based on 402 Students

Maria Montessori Academy
Policy: Salary Supplement for Highly Needed Educators Program Policy
Approved: June 12, 2025

Purpose

The purpose of this policy is to describe how Maria Montessori Academy (the "School") administers the Salary Supplement for Highly Needed Educators ("SHiNE") Program. This policy is meant to comply with the requirements of Utah Code § 53F-2-504.

Definitions

"Eligible teacher" means a teacher who:

(a) has a qualifying assignment;
(b) qualifies for the teacher's assignment in accordance with an LEA's policy; and
(c) is a new employee <u>or</u> has not received an unsatisfactory rating on the teacher's three most recent evaluations.

"Qualifying assignment" means a teacher who is assigned to a high-needs area.

"High-needs area" means at least two and up to five teaching assignments that an LEA designates in a policy as challenging to fill or retain.

Policy

<u>High-Needs Areas</u>

The following teaching assignments are designated as high-needs areas at the School:

(a) Elementary (K-5); and
(b) Secondary (6-9).

<u>Process for Determining if a Teacher is an Eligible Teacher</u>

The School's Director or his/her designee shall perform due diligence in determining whether a teacher meets the definition of eligible teacher as set forth in this policy. Due diligence includes, at a minimum, verifying that a teacher:

(a) is assigned to teach in one of the high-needs areas listed above;
(b) is qualified to teach in the high-needs area (qualification factors to consider include, but are not limited to, licensure, training, education, experience, and skills);
(c) is Montessori certified; and
(d) is a new employee of the School <u>or</u> is not a new employee of the School but has not received an unsatisfactory rating on the teacher's three most recent evaluations from the School.

On an annual basis, the School's Director or his/her designee shall create a list of all teachers who have been determined to meet the definition of eligible teacher under this policy.

Process for Certifying a List of Eligible Teachers to be Awarded a Salary Supplement

On an annual basis, the School's Director or his/her designee shall review the list of all teachers who have been determined to meet the definition of eligible teacher under this policy and shall make any changes to the list he/she feels is necessary. The list is considered certified by the School's Director or his/her designee when he/she finalizes the list with accounting or human resources.

Salary Supplement Amount

All teachers at the School determined to be eligible teachers under this policy (i.e., all teachers on the certified list described above) shall receive a salary supplement under the SHiNE Program in an amount consistent with this policy and the funds allocated to and received by the School under the SHiNE Program.

Eligible teachers who are assigned 1.0 FTE in a high needs area shall receive the full salary supplement. Eligible teachers who are assigned less than 1.0 FTE in a high needs area shall receive a prorated salary supplement based on the percentage of their FTE in the high needs area. However, if an eligible teacher's employment with the School ends before the salary supplement is paid, the teacher shall receive only a prorated portion of the salary supplement based on the portion of the school year the teacher worked at the School.

In addition, an eligible teacher who begins employment with the School after the certified list described above has been finalized shall not be entitled to a salary supplement. However, the Director may, in the Director's sole discretion and subject to available SHiNE Program funding, award such teacher a prorated salary supplement based on the portion of the school year the teacher worked at the School.

The School may increase the amount of funds the School provides to eligible teachers if the School:

(a) first ensures proper distribution of funds the School receives under the SHiNE Program to the School's eligible teachers; and
(b) experiences a carry forward or leftover balance.

Appeals

If the School's Director or his/her designee determines that a teacher does not meet the definition of eligible teacher and therefore does not qualify for a salary supplement under the SHiNE Program, the teacher may appeal that decision in writing to the School's Board of Directors (the "Board") if the teacher:

(a) believes he/she does meet the definition of eligible teacher under this policy; or

(b) has a teaching assignment at the School that is substantially equivalent to a high-needs area and otherwise meets the definition of eligible teacher under this policy.

When submitting an appeal, a teacher is required, at minimum, to provide transcripts and other documentation to the Board in order for the Board to determine if the teacher is an eligible teacher with a qualifying teaching background.

The Board shall make a decision on the appeal within thirty (30) school days.

Administrative Procedures

Each school year the Director shall establish, through administrative procedures, the salary supplement amount that each eligible teacher will receive for that school year.

Updating Policy

The School shall update this policy annually and provide notice of any changes to the policy to teachers within the School.

SPECIAL EDUCATION SERVICES AGREEMENT

This **SPECIAL EDUCATION SERVICES AGREEMENT** (the "**Agreement**") is entered into with an effective date of July 1, 2026 (the "**Effective Date**") by and between **Maria Montessori Academy**, a Utah nonprofit corporation (the "**School**"), and **Academica West, LLC**, a Utah limited liability company ("**Academica West**").

RECITALS

A. The School has received a charter (the "**Charter**") from the Utah State Charter School Board (the "**Authorizer**") to operate a charter school.

B. The School desires to ensure that it provides special education services to its students and operates its special education program in accordance with the requirements of its Charter and applicable laws.

C. Academica West has expertise and knowledge regarding the requirements associated with providing special education services and operating a special education program in compliance with applicable legal requirements.

D. The School believes that contracting with Academica West for special education services will allow the School's administration to more successfully meet the requirements associated with providing special education services to its student and operating a special education program.

E. The School and Academica West desire to enter into this Agreement for the purpose of having Academica West provide certain special education services to the School as set forth herein.

AGREEMENT

1. **Services to be Performed by Academica West.** Academica West will perform certain services related to the School's special education program (the "**Services**") as requested by the School up to 40 hours during the 2026-2027 school year. Unused hours will not roll over to any subsequent year. Service hours in excess of the agreed-upon amount will be billed at the same pro-rata rate but must be approved in advance by the School's director. The Services and applicable limitations are identified in **Exhibit A** attached to this Agreement.

2. **Compensation.** As compensation for the Services, the School will pay Academica West a fee in the amount of Fifteen Thousand Dollars ($15,000) (the "**Fee**"). Academica West will invoice the School for the Fee upon the execution of this Agreement, and the School will pay Academica West by check within thirty (30) days of the date of the invoice. No portion of the fee is refundable except as provided in Section 5, below.

3. **Independent Contractor Status**. The relationship between Academica West and the School shall be that of independent contractor and contractee. Academica West shall not be

considered an employee, partner, joint venturer, representative or agent of the School in connection with any of the transactions or relationships contemplated under this Agreement. Academica West shall not be authorized, without the prior written consent of the School in each specific case, to act on behalf of or to bind the School.

4. **Term and Termination**. This Agreement shall run for a term of one (1) year from the Effective Date. However, either party may terminate this Agreement at any time by giving sixty (60) days written notice of termination to the other party.

5. **Effect of Termination on Compensation**. In the event of termination of this Agreement, Academica West shall be entitled to retain the pro rata portion of the Fee through the date of termination and will refund to the School the remaining pro rata portion of the Fee within thirty (30) days of the termination date.

6. **Data Confidentiality**. The terms of the attached Data Confidentiality Addendum shall be considered part of this Agreement.

7. **Indemnification.** Each party shall defend, indemnify, and hold harmless the other party and its affiliates and their officers, directors, employees, agents, successors, and permitted assigns from and against all claims, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from the acts or omissions of the indemnifying party or its employees, agents or contractors in connection with the provision of special education services.

8. **Miscellaneous**.

(a) Neither party will be considered in default of this Agreement if the performance of any part or all of this Agreement is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either party's control and which cannot be overcome by reasonable diligence and without unusual expense.

(b) This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties.

(c) Neither party will assign this Agreement without the written consent of the other party; such consent will not be unreasonably withheld.

(d) No waiver of any provision of this Agreement will be deemed or will constitute a waiver of any other provision unless expressly stated.

(e) If any provision or any part of this Agreement is determined to be unlawful, void or invalid, that determination will not affect any other provision or any part of any other provision of this Agreement and all such provisions will remain in full force and effect.

(f) This Agreement is not intended to create any rights for any third-party beneficiary.

(g) This Agreement is made and entered into in the State of Utah and will be interpreted according to the laws of that state.

(h) Every notice, approval, consent or other communication authorized or required by this Agreement will not be effective unless it is in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

Academica West, LLC
290 N. Flint St., Suite A
Kaysville, UT 84037

Maria Montessori Academy
2505 N. 200 E.
North Ogden, UT 84414

(i) The headings in this Agreement are for convenience and reference only and in no way define, limit or describe the scope of this Agreement and will not be considered in the interpretation of this Agreement or any provision hereof.

(j) This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one Agreement.

(k) Each of the persons executing this Agreement has the full power and authority to execute this Agreement on behalf of the party for whom he or she signs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Maria Montessori Academy,
a Utah nonprofit corporation

____
Name: ________________________
Title: _________________________

ACADEMICA WEST, LLC,
a Utah limited liability company

____
Matthew Mouritsen, President

EXHIBIT A
Description of the Services

Over the term of the Agreement, Academica West will provide the School with service in the following categories as requested by the School:

Student Observations: The Education Specialist will conduct academic or behavioral student observations.

High Conflict Individual Education Programs: The Education Specialist will review the Individual Education Program and attend the meeting when a conflict arises.

Progress Monitoring: The Education Specialist will set up systems of support to develop a program for progress monitoring.

Required Timelines: The Education Specialist will set up systems of support to develop a database on due dates for Individual Education Programs and Initial Evaluations and and Re-evaluations.

Teacher Mentoring: The Education Specialist will mentor special education teachers in need of support. This can include development of Individual Education Programs, Initial and Re-evaluations. The Education Specialist can act as Teacher of Record as needed.

Professional Development: The Education Specialist will develop and provide professional development to whole school or special education departments. Schools are required to provide advance notice to give the specialist preparation time.

Paraprofessional Training: The Education Specialist will mentor paraprofessionals in need of support. This can include goal setting, observations of paraprofessionals, goal setting, behavior training and other services as requested.

State and Federal Reporting: The Education Specialist will complete required state and federal reporting including: Extended Year for Special Educators, personnel report, and other reports as assigned.

Grant Writing: The Education Specialist will complete grant applications, grant monitoring and follow-up reports.

Indicator Visit Support: The Education Specialist will provide support for indicator visits including review of files being audited, support during the visit and assist in completion of corrections.

Full Monitoring Visit Support: The Education Specialist will provide support for monitoring visits including pre-visit support, support during the visit and assist in completion of corrections.

Program Improvement Plan: The Education Specialist will complete the draft, final Program Improvement Plan and submit it to UPIPS with the support of the Special Education Director.

Policies and Procedures Manual: The Education Specialist will complete the policies and procedures manual as directed by the Utah State Board of Education, including support for presentation to the state and local board.

Internal Monitoring: The Education Specialist will conduct internal monitoring, including training special education teachers on UPIPS.

Appeals for Results Driven Accountability: The Education Specialist will complete appeals for Results Driven Accountability, with the assistance of the special education director.

DATA CONFIDENTIALITY ADDENDUM
Recitals

1. The School and Academica West are parties to a Special Education Services Agreement (the "**Agreement**") to which this Addendum is attached regarding services to be provided by Academica West to the School (the "**AW Services**").

2. Utah Code § 53E-9-309 establishes requirements for contracts between educational entities such as the School and third- party providers such as Academica West.

3. The parties are entering into this Addendum, in order to ensure that the Agreement complies with Section 53E-9-309 and other applicable legal requirements.

Agreement

Now, therefore, in consideration of the foregoing and the mutual covenants and promises of the parties hereto, the parties agree as follows:

1. Except as provided in Utah Code § 53E-9-309(4), Academica West will not use any personally identifiable student data received from the School for any purpose other than to provide the AW Services to the School.

(a) "Personally identifiable student data" means student data that identifies or is used by the holder to identify a student and includes:

(i) a student's first and last name;

(ii) the first and last name of a student's family member;

(iii) a student's or a student's family's home or physical address;

(iv) a student's email address or other online contact information;

(v) a student's telephone number;

(vi) a student's social security number;

(vii) a student's biometric identifier;

(viii) a student's health or disability data;

(ix) a student's education entity student identification number;

(x) a student's social media user name and password or alias;

(b) if associated with personally identifiable student data, the student's persistent identifier, including:

(i) a customer number held in a cookie; or

(ii) a processor serial number;

(iii) a combination of a student's last name or photograph with other information that together permits a person to contact the student online;

(iv) information about a student or a student's family that a person collects online and combines with other personally identifiable student data to identify the student; and

(v) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have first-hand knowledge of the relevant circumstances, to identify the student with reasonable certainty.

2. Academica West acknowledges that all student data of the School is the School's and/or students' property. Academica West will collect, use, store, and share personally identifiable student data only in accordance with the Agreement, this Addendum, Utah Code § 53E-9-309, as it may be amended, and any administrative rules adopted by the Utah State Board of Education. The parties acknowledge and agree that the terms of Utah Code § 53E-9-309, as it may be amended, and any administrative rules adopted by the Utah State Board of Education implementing Utah Code § 53E-9-309 govern the relationship between the parties.

3. Academica West may only share personally identifiable student data with employees and independent contractors of Academica West who have a legitimate need to such data in order to enable Academica West to provide the AW Services to the School. The School may request that Academica West notify the School of independent contractors with whom Academica West shares such data and the purpose for which such data is shared and to verify to the School that such independent contractors are bound by confidentiality agreements similar in scope to this Addendum.

4. At the request of the School, Academica West will allow the School or its designee to audit Academica West in order to verify compliance with the terms of the Addendum that relate to the confidentiality and protection of personally identifiable student data. This right to conduct an audit is subject to Academica West's confidentiality obligations to other customers and third parties.

5. During the term of the Agreement, Academica West will delete personally identifiable student data at the request and direction of the School.

6. At the completion of the parties' agreement, if the Agreement has not been superseded by a new agreement executed in accordance with applicable procurement

requirements, Academica West shall return or delete upon the School's request all personally identifiable student data of the School in Academica West's possession and provide to the School written verification of the return or deletion of such data, including deletion from Academica West's back-up system.

7. Academica West covenants and agrees that it shall indemnify and hold the School harmless from and against any and all third party losses, claims, legal fees, and liabilities related to or derived from any breach of this Addendum by Academica West or its employees, agents, officers, and directors.

8. In the event of any conflict between the Addendum and the Agreement, the terms of this Addendum shall govern.

Teacher and Student Success Plan
School Year: 2026-2027
School: Maria Montessori Academy
Date Board Student Success Framework Approved: June 15, 2019
Date Teacher and Student Success Plan Approved: May 16, 2024

General Information – In accordance with the Student Success Framework approved by the Board, the school's administration will create a Teacher and Student Success Plan designed to improve the school's performance under the state's accountability system (SBE staff have indicated that this means achieving at least a 1% increase from the previous year's overall score). The Plan's goals may align with the goals shown on the School Land Trust Plan. Schools must include at least one goal in the plan. Schools must solicit input on developing the plan from administrators, school level educators, parents, and the School Land Trust council and may solicit input from students, support professionals, or other community stakeholders. The Plan must be submitted to the school's Board for approval. The Board will annually review the Plan submitted and use its best efforts to complete the approval process by June 30 each year. The School Land Trust council will select a component of the approved plan to address within the School Land Trust Plan.

Goal

1. With end of year summative assessment, students at Maria Montessori Academy in grades 3 - 9 will increase English language arts standardized test scores by 2 percentage points, as compared to the previous years' proficiency scores.

Measurement

1. English language arts achievement will be measured by the end of year summative assessment.

Action Steps

- Administration will retain highly educated and effective staff.
- Administration will hire and provide support staff with professional learning opportunities to implement data-based decision making.
- Administration will purchase materials aligned with Science of Reading
- Teachers will use data to create instructional opportunities for students.
- Students will take end of year summative tests in English language arts.

Budget

50% of the TSSA funds will be used to increase salary and benefits and hire school certified personnel serving in an academic function according to USBE Rule R277-927.
25% of the TSSA funds will be used for increasing resources for Multi-Tiered Systems of Support.
25% of the remaining TSSA funds will be used to purchase research-based curricular resources, books technology, and supplies.

Maria Montessori Academy Health & Wellness Policy

Adapted from the Utah State Board of Education Model Policy
Approved: ___________________ | Reviewed Annually

Statement of Policy

Maria Montessori Academy (MMA) is committed to creating a health-focused learning environment where students develop the physical, emotional, mental, and social well-being needed for lifelong success. Guided by Montessori principles and supported by research, we recognize the critical connection between nutrition, physical activity, and student learning. Our school community—including educators, staff, families, and students—works together to support the development of healthy habits that enhance behavior, focus, and academic achievement.

The purpose of this policy is to ensure the best possible physical and mental health outcomes for all students at MMA. The Board of Directors understands that healthy eating patterns and regular physical activity reduce the risk of chronic disease and are essential to academic and developmental growth. In line with Montessori's whole-child approach, our environment is designed to promote independence, peace, and responsibility for one's own body and choices.

All students at MMA will be given the opportunity to acquire knowledge, build skills, and develop the habits necessary to make informed decisions about their health. Likewise, all staff members are encouraged to model healthy behaviors and actively support wellness in the classroom and throughout the school community. This wellness policy outlines our shared commitments to nutrition education, physical activity, school food guidelines, mental health supports, and staff wellness.

I. Nutrition

MMA recognizes nutrition as a foundation for student focus, physical health, and emotional regulation. Our approach to food is intentionally aligned with Montessori philosophy—providing students with clear, consistent expectations while allowing space for choice, independence, and grace and courtesy.

Nutrition Education

Maria Montessori Academy will support student learning about nutrition through a coordinated, cross-disciplinary approach:

- Nutrition is taught through the Utah Core Standards in grades K–9, using developmentally appropriate and culturally inclusive materials.
- Teachers are encouraged to integrate nutrition concepts into math, science, reading, and social studies.
- Healthy eating habits are reinforced in the classroom, cafeteria, and outdoor environments, with consistent messaging across all areas.
- The cafeteria serves as a learning laboratory where students explore healthy food options and practice responsibility, independence, and grace and courtesy.
- Nutrition education will include real-world learning experiences such as gardening, cooking, food preparation, and healthy lifestyle assemblies (e.g., gymnastics, dance, or fitness demonstrations).

- Food will not be used as a reward or withheld as punishment. However, nutrition incentive programs are allowed to support healthy behaviors.
- The school will promote regular dental and medical checkups as part of a healthy lifestyle.
- Parent education will include tips for preparing healthy, affordable sack lunches and snacks.
- Teachers will be encouraged to model healthy eating habits and integrate health awareness into their curriculum when appropriate.

School Food Culture & Guidelines

MMA is committed to providing meals that promote lifelong healthy eating behaviors while minimizing distractions to learning. Our food program will:

- Follow USDA nutrition standards and the Child Nutrition Act, ensuring meals include fresh fruits, vegetables, whole grains, and low-fat dairy products.
- Limit added sugar, sodium, saturated fats, and trans fats.
- Provide food options that accommodate cultural, dietary, and allergy-related needs.
- Offer sufficient time to eat: at least 10 minutes for breakfast and 20 minutes for lunch, excluding time in line.
- Schedule lunch near the middle of the school day and after recess when feasible to improve food intake and behavior.
- Encourage students to try new foods through tastings and exposure to healthy items.
- Utilize positive signage and student artwork in the cafeteria to promote nutritious options.
- Reinforce healthy food choices through school-wide events, family nights, and health fairs.
- Provide safe, clean, and well-regulated dining environments aligned with local health codes and HACCP standards.
- Discourage soda and energy drinks on campus; provide families with a list of healthy snack options.
- Allow food in classrooms when aligned with lesson plans or as part of prepared celebrations.
- Avoid food during birthday/“celebration of life” activities to maintain consistency and support inclusive practices.

Promotion of Healthy Eating

To reinforce healthy habits, MMA will:

- Encourage increased consumption of fresh fruits, vegetables, and whole foods.
- MMA will not permit the marketing of foods.
- If food and beverages are sold during school hours, they will follow Smart Snacks guidelines.
- Use taste tests and student feedback to inform menu planning and encourage participation.
- Create a positive food culture by celebrating wellness, not restricting or moralizing food.
- Incorporate consistent messaging through newsletters, morning announcements, social media, and bulletin boards.
- Promote hydration by allowing students to carry water bottles and access water throughout the day.

Food Safety & Security

To ensure the safety of all students:

- All food made available at MMA will comply with local and state health codes.
- Food service equipment and procedures will meet sanitation and safety standards.
- Proper food handling, storage, and preparation protocols will be followed.
- Staff will receive training in food safety and students will be supervised appropriately in food-related environments.

II. Physical Activity

At MMA, physical movement is integrated into the learning environment. Consistent with the Montessori belief in purposeful movement and development of the whole child, physical activity is essential to academic engagement and well-being.

- All students receive regular, age-appropriate physical education based on Utah Core Standards.
- Physical activity is incorporated throughout the day: classroom movement breaks, outdoor recess, physical education, and extracurricular opportunities.
- Recess is never withheld for academic or behavioral reasons. When students must remain indoors (due to testing or weather), indoor movement activities will be provided.
- Facilities and equipment are maintained for safety and functionality.
- Students with physical disabilities will be provided with appropriate and inclusive alternatives.
- Staff members model active lifestyles and engage with students during physical activities when appropriate.

III. Health Promotion

Environmental Health and Safety

- MMA monitors indoor air quality and outdoor pollution to protect student health. Recess is held indoors when air quality poses a risk.
- Signage reminds families and staff of “no idling” zones during drop-off and pick-up.
- Sun safety is encouraged through education and access to protective clothing and sunscreen. Recess and outdoor lessons are scheduled to avoid peak UV hours when possible.

General Health Practices

- Health screenings, including vision, hearing, and dental, are conducted per state guidelines. Parents are notified in advance.
- Free period products are provided in female and unisex restrooms.
- Students are supported in self-care practices such as hydration, hygiene, and rest.

IV. Substance Misuse Prevention & Intervention

Prevention

- MMA uses evidence-based prevention programs in grades 4–5, 7–9, including Botvin’s LifeSkills Training.
- Instruction on avoiding alcohol, tobacco, and drug use is embedded in the health curriculum and supported through assemblies and parent outreach.

- Positive behavior plans and family education sessions support early intervention.
- The school community promotes protective factors such as connectedness, communication, and decision-making skills.

Intervention

- Substance use violations are addressed with a focus on education, family involvement, and cessation resources.
- Progressive discipline, counseling referrals, and appropriate law enforcement notification are used in accordance with Utah Code.
- Staff are trained in proper disposal of controlled substances and understand when to report to administrators and parents.

V. Mental Health

Prevention and Education

- Mental health is integrated into our whole-child approach, focusing on resilience, safety, connectedness, and emotional literacy.
- All students receive instruction on mental and emotional health through core health curriculum.
- MMA conducts a bi-annual School Climate Survey to inform improvements in student well-being.

Identification and Screening

- With parental consent, students may participate in mental health screenings for depression, anxiety, and suicidal ideation.
- Staff are trained to observe and refer students in need of additional support.

Intervention and Recovery

- Tiered supports include access to school counselors, referrals to external providers, and coordinated care with families.
- Written parental consent is required for services unless there is imminent risk to student safety.
- Re-entry plans are developed for students returning from mental health treatment.

VI. Staff Wellness

- MMA supports staff wellness through professional development, health promotion, and access to lactation spaces in compliance with federal law.
- Employees are encouraged to model healthy behaviors and participate in school wellness initiatives.
- The wellness committee solicits staff input and evaluates wellness needs annually.

VII. Monitoring and Evaluation

- MMAs Executive Director, Food Service Manager, and Finance/Business Manager will conduct an annual review of the wellness policy and a triennial assessment in compliance with USDA requirements.

- The Wellness Policy will be publicly available on the website and shared through the school newsletter.
- Evaluation tools may include the WellSAT, School Health Index, and USBE’s Local Wellness Policy Evaluation Tool.
- The wellness committee oversees policy implementation and review.
    - The Wellness Committee will consist of the following stakeholders
        - Students
        - School Administrators
        - PE/Health teachers,
        - SFA representatives
        - School health professional
        - School board
        - Public

This policy is informed by the Utah State Board of Education Model Policy and adapted to reflect the Montessori approach to child development and learning.

CHARTER AGREEMENT

This Charter Agreement ("Agreement") is made and entered into this _____day of _______ ______20____ by and between the State Charter School Board, ("SCSB") and [Name of Applicant] (referred to as "Applicant").

RECITALS

WHEREAS**,** SCSB is an authorizer of Charter Schools under Utah Code Ann. § 53G-5-205(1);

WHEREAS, Applicant has applied to SCSB to be allowed to operate the Charter School proposed in its application ("Charter School");

WHEREAS, SCSB has approved Applicant's application; and

WHEREAS**,** SCSB and Applicant desire to comply with Utah Code Ann. § 53G-5-304(3) by entering into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other valuable considerations, the parties agree as follows:

SECTION 1. Establishment of Charter School.

(a) Applicant shall have the right to operate the Charter School according to the terms of this Agreement. This Agreement includes the terms set forth in Schedule A, which is attached hereto and made part of this Agreement. Any conflicts between Schedule A and this Agreement will be resolved in favor of Schedule A.

(b) The name of the Charter School is set forth in Schedule A.

(c) The location of the Charter School is set forth in Schedule A.

(d) As required by Utah Code Ann. § 53G-5404(7), the Charter School shall be organized and managed under Title 16, Chapter 6a, Utah Revised Nonprofit Corporation Act.

SECTION 2. SCSB Oversight.

(a) The Charter School shall fully support SCSB's oversight responsibilities by timely responding to all requests made by SCSB, including inquiries, requests for reports, audits, formal and informal investigations, formal and informal visits, and inspections of books and records of the Charter School.

(b) SCSB shall do its best to avoid administrative costs associated with duplicate requests.

SECTION 3. **Operation of Charter School.**

(a) The mission statement and purpose of the Charter School are set forth in Schedule A.

(b) The Charter School's opening date is set forth in Schedule A.

(c) The grade levels the Charter School will serve are set forth in Schedule A.

(d) The maximum number of students the Charter School may serve shall be set forth in Schedule A. This number is subject to Utah Code Ann. § 53G-6-504.

(e) The Charter School's key elements are set forth in Schedule A.

(f) The Charter School's enrollment preferences are set forth in Schedule A.

(g) The Charter School has minimum governance, financial, and academic performance standards and unique performance measures that are required by statute and rule. Per SCSB policy, these performance standards and measures are referenced in the Charter School Accountability Framework as performance indicators. The Charter School Accountability Framework will be used to evaluate the operation of the Charter School.

SECTION 4. **Governance of Charter School.**

The Charter School shall be governed by a governing board that is subject to the following:

(a) The governing board shall have the authority, as established in its articles and bylaws, to decide all matters relating to the operation of the Charter School and shall have the final responsibility for the academic, operational, and financial performance of the Charter School, with the understanding that the governing board may delegate decision-making authority for policy and operational decisions to officers, employees, and agents of the Charter School so long as the ultimate responsibility for and oversight of any such delegated authority remains with the governing board.

(b) The governing board shall ensure that the Charter School's policies and programs comply with the terms and conditions of this Agreement and with all governing federal and state laws, regulations, and rules that the Charter School is subject to.

(c) The structure of the governing board is set forth in Schedule A.

(d) The governing board shall adopt rules of order and procedure for its meetings as required by Utah Code Ann. § 53-5-413.

(e) SCSB may, at its discretion, and under mutual agreement provide administrative services to, or perform other school functions for the Charter School, and charge fees for the provision of those services or functions.

(f) The governing board shall meet all reporting requirements described in Utah Code Ann. § 53G-5-404.

(g) Any notice or communication that the SCSB is required to give or may give to the Applicant or the Charter School under this Agreement shall be effective after being delivered or communicated to the chair of the governing board.

(h) The governing board shall submit any reports required by state and federal law, this Agreement, and as requested by SCSB in a timely manner.

(i) The Charter School is required to be aware of and comply with any updates to the minimum governance standards made in statute, rule or SCSB policy.

SECTION 5: School Autonomy.

SCSB shall honor and preserve the core autonomies that are crucial to the Charter School's success by doing the following:

(a) SCSB shall assist the Charter School in understanding and carrying out the Charter School's obligations under this Agreement.

(b) SCSB shall review its compliance requirements, policies, and procedures and evaluate the potential to increase school autonomy based on flexibility in the law, streamlining requirements, demonstrated school performance, or other considerations.

SECTION 6. Transparency.

The governing board shall ensure that the Charter School is transparent by doing the following:

(a) The governing board shall comply with Title 52, Chapter 4, Open and Public Meetings Act.

(b) The Charter School shall maintain a website with the content requirements found in UT Admin. Code R277-551-5, posted at least 180 days prior to the opening day of school.

(c) The Charter School's website shall also contain the following:

- (i) links to school data and accountability reports maintained on other websites (e.g., student assessment, audited financial statement, etc.);

- (ii) links to the governing board meeting dates, agendas, minutes, and recordings.

SECTION 7. Compliance with Laws, Regulations, and Rules.

Applicant acknowledges that, under Utah Code Ann. § 53G-5-401(1)(a), the Charter School is considered a public school within the state's public education system and is subject to and must abide by all federal and state laws, regulations, rules, and policies otherwise affecting Charter Schools as public schools.

SECTION 8. Charter School's Financial Matters.

(a). The Charter School's fiscal year shall begin on July 1 of each calendar year of the term of this Agreement and shall end on June 30 of the subsequent calendar year.

(b) The Charter School is required to be aware of and comply with any updates to the minimum financial standards made in statute, rule or SCSB policy.

SECTION 9. Insurance.

(a) The Charter School shall obtain and maintain adequate liability and other appropriate insurance through the Utah Division of Risk Management or other suitable insurance carrier with a general policyholder rating of not less than A and a financial rating of AAA as rated in the most current available "Best Guide" Insurance Report. The insurance shall include:

(i) general liability;

(ii) errors and omissions;

(iii) directors and officers liability;

(iii) workers' compensation;

(iv) comprehensive/collision consistent with cash values of vehicles if applicable;

(v) liability insurance specific to the Charter School's governing board's financial officer or treasurer or business administrator consistent with coverage designated in board rule; and

(vi) tail coverage or closeout insurance covering at least one year after closure of the Charter School.

(b) The general liability, errors and omissions, and directors and officers liability coverage shall extend through the completion of the closure of the Charter School under Utah Code Ann. § 53G-5-504.

(c) The Charter School may obtain liability insurance coverage in addition to or in excess of the requirements stated in this section.

(d) SCSB shall be named as an additional insured under all general liability insurance policies required by this section, except where there is common coverage provided by Risk Management.

(e) Written proof and copies of required insurance policies shall be provided to SCSB at least 90 days prior to the initial opening of the Charter School. The Charter Schools' governing board shall provide SCSB with certificates of insurance annually within thirty days of the insurance purchase or renewal.

SECTION 10. Review of Charter School's Performance.

(a) The Charter School is required to be aware of and comply with any updates to the minimum academic performance standards and unique performance measures made in statute, rule or SCSB policy.

(b) SCSB shall review and evaluate the Charter School's performance as required by statute and rule. To facilitate this, the following shall do the following:

(i) In keeping with the purpose of Title 53G, Chapter 5, Charter Schools, SCSB may produce for public distribution an annual report that provides clear, accurate, performance data for the Charter School according to the Charter School Accountability Framework set forth by the SCSB, as well as reporting overall portfolio performance.

(ii) SCSB shall gather all data that are needed to determine the achievement of performance standards as referenced in the Charter School Accountability Framework. The Charter School shall assist in gathering, maintaining, and submitting all data that are needed to determine the achievement of unique performance measures as referenced in the Charter School Accountability Framework.

(iii) SCSB will meet with the Charter School to discuss performance over time, referenced as a comprehensive review.

(c) If SCSB identifies deficiencies in its review or other investigation of the Charter School, the SCSB shall take steps it deems necessary to remediate the Charter School's deficiencies in accordance with SCSB's written policy regarding remediation of deficiencies and UT Admin. Code R277-553-3.

SECTION 11. Termination of Agreement.

Subject to the requirements of Utah Code Ann. § 53G-5-503, SCSB may terminate this Agreement for any of the following reasons:

(a) The Charter School's failure to meet the requirements stated in this Agreement;

(b) The Charter School's failure to meet generally accepted standards of fiscal management;

(c) The Charter School's designation as a low-performing school under Title 53E, Chapter 5, Part 3, School Turnaround and Leadership Development; and failure to improve the Charter School's grade under the conditions described in Title 53E, Chapter 5, Part 6, School Turnaround and Leadership Development;

(d) The Charter School's violation of requirements under Title 53G, Chapter 5, Charter Schools or another law; or

(e) other good cause.

SECTION 12. Closure of the Charter School.

If the Charter School is closed for any reason, including the termination of this Agreement in accordance with Utah Code Ann. § 53G-5-503 or the Charter School's conversion to a private school, the Applicant and the Charter School shall comply with the provisions of Utah Code Ann. § 53G-5-504. The Charter School may not dispose of its assets in violation of state board rules, SCSB's policies, Section 53G-5-504, or other related provisions of Title 53G, Chapter 5, Charter Schools.

SECTION 13. Limitation of Liability for Debts or Financial Obligations of the Charter School.

(a) Except as provided in Part 6, Charter School Credit Enhancement Program, neither SCSB nor the state, including an agency of the state, shall be liable for the debts or financial obligations of the Charter School or a person who operates the Charter School.

(b) As provided under Utah Code Ann. § 53G-5-505(2), the governing board, the nonprofit corporation under which the Charter School is organized and managed, and the Charter School are solely liable for any damages resulting from a legal challenge involving the operation of the Charter School.

SECTION 14. Waiver of State Board Rules.

The Utah State Board of Education has waived for the Charter School the rules that are set forth in Schedule A.

SECTION 15. Modification.

(a) Except as provided in Subsection (b) of this section, this Agreement may not be modified except by mutual agreement between SCSB and the Charter School's governing board. Any such amendment must be made in writing and signed by the appropriate representatives of SCSB and the governing board.

(b) The Charter School's governing board may modify this Agreement without the mutual agreement described in Subsection (a) of this section to:

(i) include an enrollment preference as described in Utah Code Ann. § 53G-6-502(4)(h); or

(ii) only as described in Utah Code Ann. § 53G-7-221(5), include or remove an innovation plan.

SECTION 16. Indemnification.

Applicant agrees to indemnify and hold harmless SCSB, the Utah State Board of Education, the school district, and the State of Utah, their officers, agents, employees, successors and assigns from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from any action of the Charter School caused by any intentional or negligent act or omission of the Charter School, its officers, agents, employees, and agents.

SECTION 17. Assignment.

The assignment of this Agreement or a significant part of the Charter School's assets, or any part of its operations, to another entity, related or not, is deemed an amendment and is effective only if the amendment is done according to SCSB's policy.

SECTION 18. Miscellaneous.

(a) In the performance of this Agreement, the Applicant and the Charter School shall each act in an independent capacity and not as officers or employees or agents of SCSB or the State of Utah.

(b) This Agreement constitutes the entire agreement between the parties and supersedes the Applicant's application and any other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(c) This Agreement and any amendments to it are subject to applicable state and federal laws and shall be deemed amended to reflect applicable changes to those laws.

(d) This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. The venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

(e) Photocopies or electronic copies of this Agreement shall have the same force and effect as the original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

SCSB:

STATE CHARTER SCHOOL BOARD

Name:	**Signature:**
Dr. W. Bryan Bowles, Board Chair	

APPLICANT:

APPLICANT

Name:	**Signature:**
Kacee Weaver Executive Director	

MEMBERS OF THE CHARTER SCHOOL'S GOVERNING BOARD

Name:	**Signature:**
Nancy Lindeman Board Chair	
John Horn	
April Bench	
Logan Kashanipour	
Stephanie Loud	
Terry Johnson	
Sabrina Foster	

SCHEDULE A

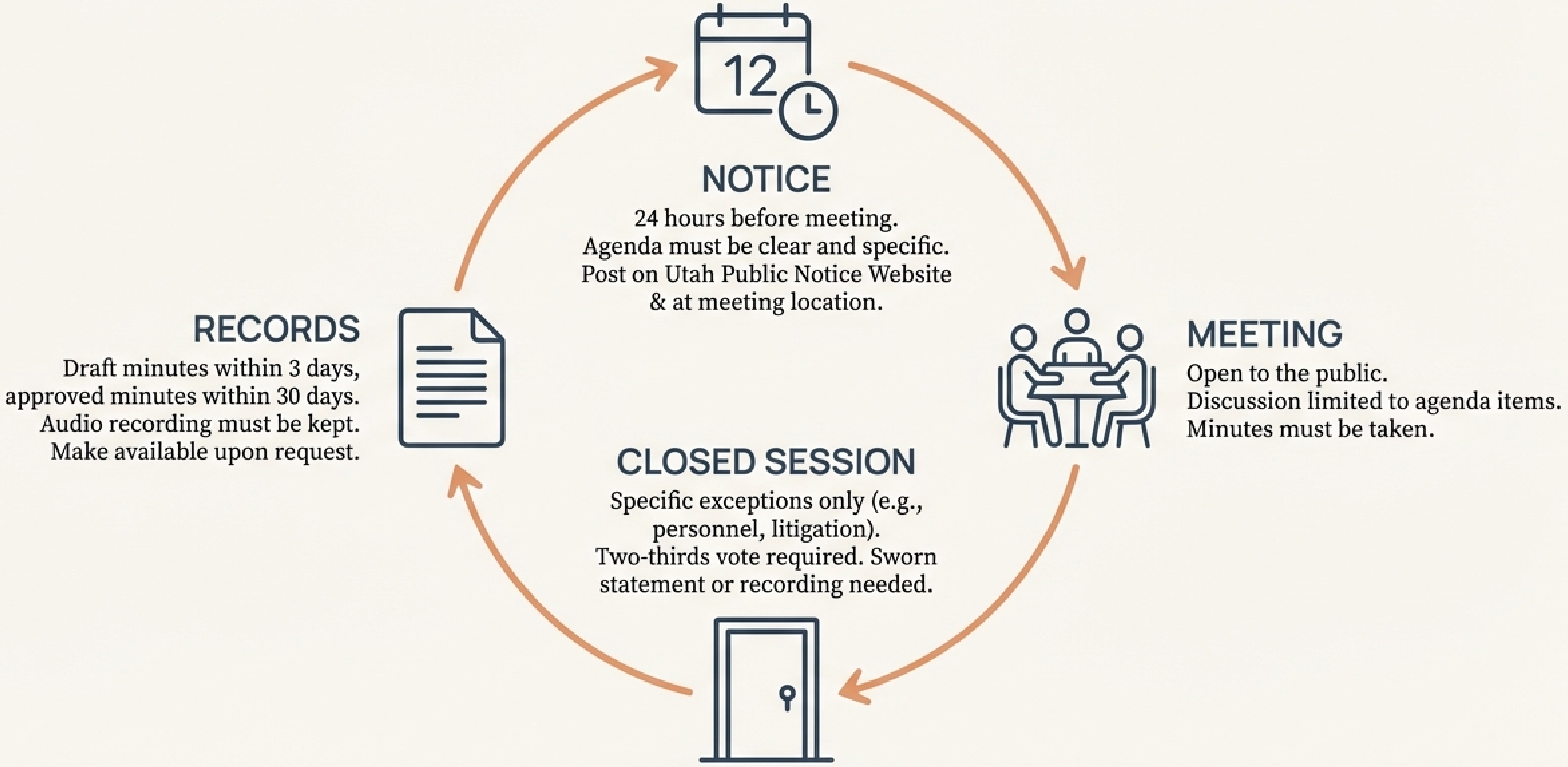
Name of Charter School:	Maria Montessori Academy
Location of Charter School:	2505 N. 200 E. North Ogden, Utah 84414
Charter School's Mission Statement:	The mission of Maria Montessori Academy is to provide an individualized grade K-9 education that promotes academic excellence founded on the authentic philosophy of Dr. Maria Montessori. MMA will craft each child's education in partnership with educators and parents to achieve higher levels of academic, personal and social achievement, thereby preparing students to become constructive contributors to their community.
Charter School's Purpose:	Creating new professional opportunities for educators that allow educators to actively participate in designing and implementing learning programs at the school
Key Elements of the Charter School:	Individualized and Differentiated Learning. • Personalized learning plans and progress monitoring. Every student has a workplan aligned to grade-level standards. • Flexible grouping based on student needs and readiness. Formative assessment is used to create reteaching and extension lessons. • Differentiated instruction, assignments, and assessments. Student voice and choice in learning experiences. • Mastery-based learning that values growth over comparison. State standards are scaffolded so that students reach high academic outcomes. • Teachers serve as guides who provide personalized support and challenge. • Student-led parent-teacher conferences guided by teachers. • Prepared Environment created through intentional observation and reflection on student interests and abilities. Mixed-age groupings with teacher and assistant assigned to each elementary class. • Early Childhood: Kindergarten • Lower Elementary: 1st – 3rd grade • Upper Elementary: 4th – 5th grade • Junior High: 6th – 9th grade Interdisciplinary Teaching and Learning • Learning organized around big ideas, themes, and essential questions • Real-world problem-solving and application of knowledge such as project-based and inquiry-driven learning experiences • Opportunities for creativity, collaboration, and innovation through student research, presentations, and authentic demonstrations of understanding. Parent Involvement and Community Connection • Family education nights, workshops, and community events • Volunteer opportunities to support classrooms and school programs • Shared responsibility for student attendance, behavior, and academic success

	• Meaningful opportunities for family feedback and input Character Development • Focus on Peace Education: explicit teaching and modeling of respect, responsibility, and integrity • Opportunities for leadership, service, and community engagement • Grace and courtesy lessons that promote positive social interactions, creating a peaceful, inclusive, and respectful school culture. • Restorative approaches to conflict resolution and problem-solving • Student reflection, goal setting, and personal accountability for the development of perseverance, resilience and a growth mindset • Emphasis on kindness, empathy and understanding diverse perspectives
Opening date of Charter School:	August 16, 2010
Grade Levels Served:	Kindergarten through 9^{th} grade
Maximum Enrollment: **If the Charter School has satellite Charter Schools, the maximum number of students that will be collectively served by the Charter School is reflected as the Maximum Enrollment number.*	750
The Charter School's enrollment preferences shall be as follows:	Enrollment preference at MMA shall be given to children: 1) Of founding members, 2) Pupils returning to the charter school in the second or any subsequent year of its operation, 3) To siblings of pupils already enrolled in the charter school, 4) Children of MMA teachers.
The structure of the governing board shall be as follows:	**Number of members:** **5-7 voting members comprised of parents and/or local business/civic leaders** with at least 25% being parents of students currently attending Maria Montessori Academy**.**
	How members are appointed: 1. Open Board positions shall be advertised during the first week of April. 2. Interested candidates may request and submit required application materials. 3. Each Board member shall cast one vote per open position. 4. Candidates receiving the most votes shall be elected. 5. In the event of a tie, a second ballot shall be conducted among the tied candidates. 6. If a tie remains after the second ballot, the position shall be determined by random drawing.
	Term of office: Board members will serve 1-4 year terms.

The Utah State Board of Education has waived the following administrative rules for the Charter School:	None

The Lifecycle of a Compliant Public Meeting

A Practical Guide to the Utah Open & Public Meetings Act (OPMA) for Public Bodies



NotebookLM

The Guiding Principle: Government in the Sunshine

The Utah Open & Public Meetings Act is built on a simple but powerful premise. The Act's intent is for public bodies to take their **actions** *and* conduct their **deliberations** openly.

NotebookLM

When Does a Gathering Become a "Meeting"?

A gathering is an official "meeting" under the Act only when all three of the following conditions are met:

1

A Public Body with a Quorum

A simple majority of members are present.

2

Properly Convened

An authorized individual **convenes** the body following the proper legal process.

3

For a Specific Purpose

The gathering is for the express purpose of discussing or acting on a "relevant matter" within the body's authority (e.g., receiving public comment, deliberating, or taking action).

NotebookLM

A Cautionary Note on Electronic Messages

The Act does not restrict a board member from sending electronic messages (like emails or texts) to other members when a meeting is not convened.

- **BE AWARE:** These electronic communications are still public records subject to the Government Records Access and Management Act (GRAMA).
- **REMEMBER:** A rapid, back-and-forth electronic exchange for the purpose of deliberation could be scrutinized as an improper, un-noticed “meeting”.

NotebookLM

PHASE 1: BEFORE THE MEETING

The Three Pillars of Public Notice

Notice must be provided **no less than 24 hours** prior to the meeting.

Your public notice must be posted in three places:

1. At the "anchor location" or where the meeting will be held.
2. On the Utah Public Notice Website (www.utah.gov/pmn/).
3. On your organization's website.

Pro-Tip: For regular meetings scheduled over a year, you must give notice of the annual schedule (date, time, place) at least once each year.

NotebookLM

A Compliant Agenda is Specific and Transparent

Required Agenda Information:

- ✓ Meeting Agenda
- ✓ Date
- ✓ Time
- ✓ Place

The 'Reasonable Specificity' Rule: The agenda must clearly state each topic that will be considered. Vague descriptions are not compliant.

Navigating Public Comment

Discussion is Permitted: At the chair's discretion, a topic raised by the public *can* be discussed even if not on the agenda.

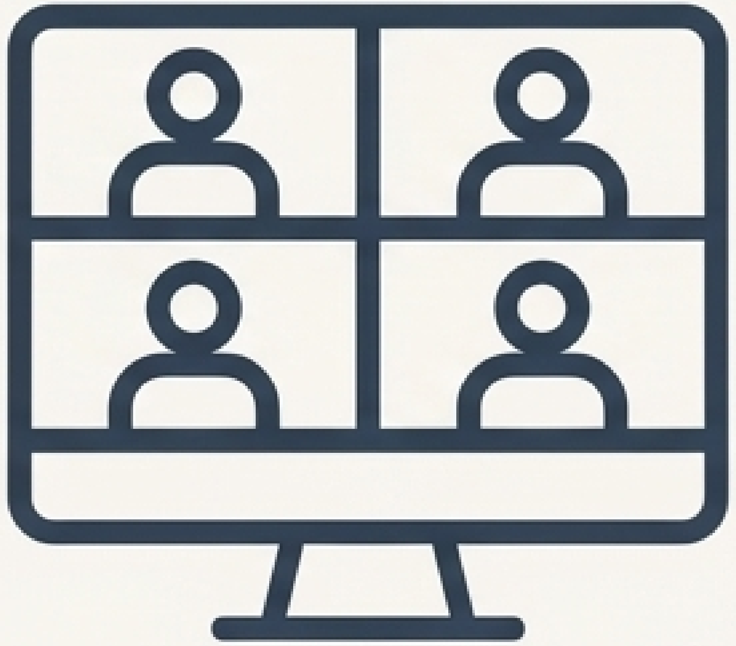
Final Action is Not: The board *cannot* take final action on any topic that was not included on the properly noticed agenda.

NotebookLM

PHASE 2: DURING THE MEETING

Conducting Compliant Electronic Meetings

Prerequisite: A board can only hold an electronic meeting if it has formally adopted a resolution, rule, or ordinance governing their use.



Additional Notice Requirements

1. **Standard Public Notice**: All the requirements from the previous slides.

2. **Anchor Location Notice**: Written notice posted at the physical anchor location (unless an exception applies).

3. **Board Member Notice**: Notice to board members at least 24 hours prior, with instructions on how to connect.

NotebookLM

The Anchor Location: A Physical Connection for the Public

What is an Anchor Location?

When holding an electronic meeting, the board must provide a physical "anchor location" where the public can attend and observe the open portions of the meeting in person.

Where must it be?

Option A: The building/location where the board would normally meet.

Option B: Another location that is reasonably as accessible to the public.

NotebookLM

When is an Anchor Location Not Required?

Exception 1: Health & Safety Risk

Condition: The board chair determines that an anchor location presents a substantial risk to health or safety OR the normal meeting location has been ordered closed.

Required for Public Notice:

- A statement of the chair's determination.
- A summary of the facts supporting it.
- Clear information on how the public can attend electronically.

Duration: This determination is valid for 30 days.

Exception 2: Fully Remote Meeting with No Public Request

Condition: ALL board members are attending remotely, AND the board has not received a written request to provide an anchor location.

Critical Deadline: The written request from the public must be received at least twelve (12) hours before the meeting time.

NotebookLM

SPECIAL CIRCUMSTANCES: CLOSED SESSIONS

Closing a Meeting: A Deliberate and Public Process

The Default Rule: All meetings of a public body are open to the public unless they are closed by following the strict procedures in the Act.

1. **Public Motion:** A motion must be made to enter a closed session during an open meeting.

2. **Public Vote:** The meeting may be closed only upon a two-thirds (2/3) majority vote of the members present.

3. **Public Record:** The reason(s) for the closed session, the location, and a record of the vote (by name of each member) must be included in the public minutes of the open meeting.

NotebookLM

The Limited and Specific Reasons for a Closed Session

A closed session may only be held to discuss the following topics. No final action or vote can be taken, except a majority vote to end the closed session.

- An individual's character, professional competence, or physical/mental health.
- Collective bargaining strategy.
- Pending or reasonably imminent litigation.
- The purchase, exchange, or sale of real property.
- Security personnel, devices, or systems.
- Investigative proceedings regarding allegations of criminal misconduct.
- Specific procurement-related roles (e.g., evaluation committee).

NotebookLM

Record-Keeping for Closed Sessions

Recording is Required...: Closed meetings must be recorded in their entirety. The recording must include date, time, place, and names of all present.

...With Two Key Exceptions:

A recording is **NOT** required if the sole purpose of the session was to discuss:

1. The character, professional competence, or physical/mental health of an individual.
2. Security personnel, devices, or systems.

Sworn Statement Requirement:

If a meeting is not recorded under an exception, the board chair must sign a sworn statement affirming the sole purpose was for one of the exempt topics.

Record Status: Closed session recordings and any optional minutes are 'protected records' under GRAMA.

NotebookLM

PHASE 3: AFTER THE MEETING

Creating a Complete and Accurate Public Record

1. Written Minutes

2. A Complete and Unedited Audio Recording

Checklist: What Must Be in the Written Minutes?

- ✓ Date, time, and place of the meeting.
- ✓ Names of members present and absent.
- ✓ The substance of all matters proposed, discussed, or decided.
- ✓ A record, by individual member, of each vote taken.
- ✓ The name of any person who provides public comment and a summary of their comment.
- ✓ Any other information a member requests to be entered.

NotebookLM

The Public Availability Timeline

Pending Minutes

What: Unapproved draft minutes (must be marked as such).
When: Must be made available within a **reasonable time** after the meeting.

Audio Recording

What: The complete, unedited audio recording of the open meeting.
When: Must be made available to the public within **3 business days** after the meeting.

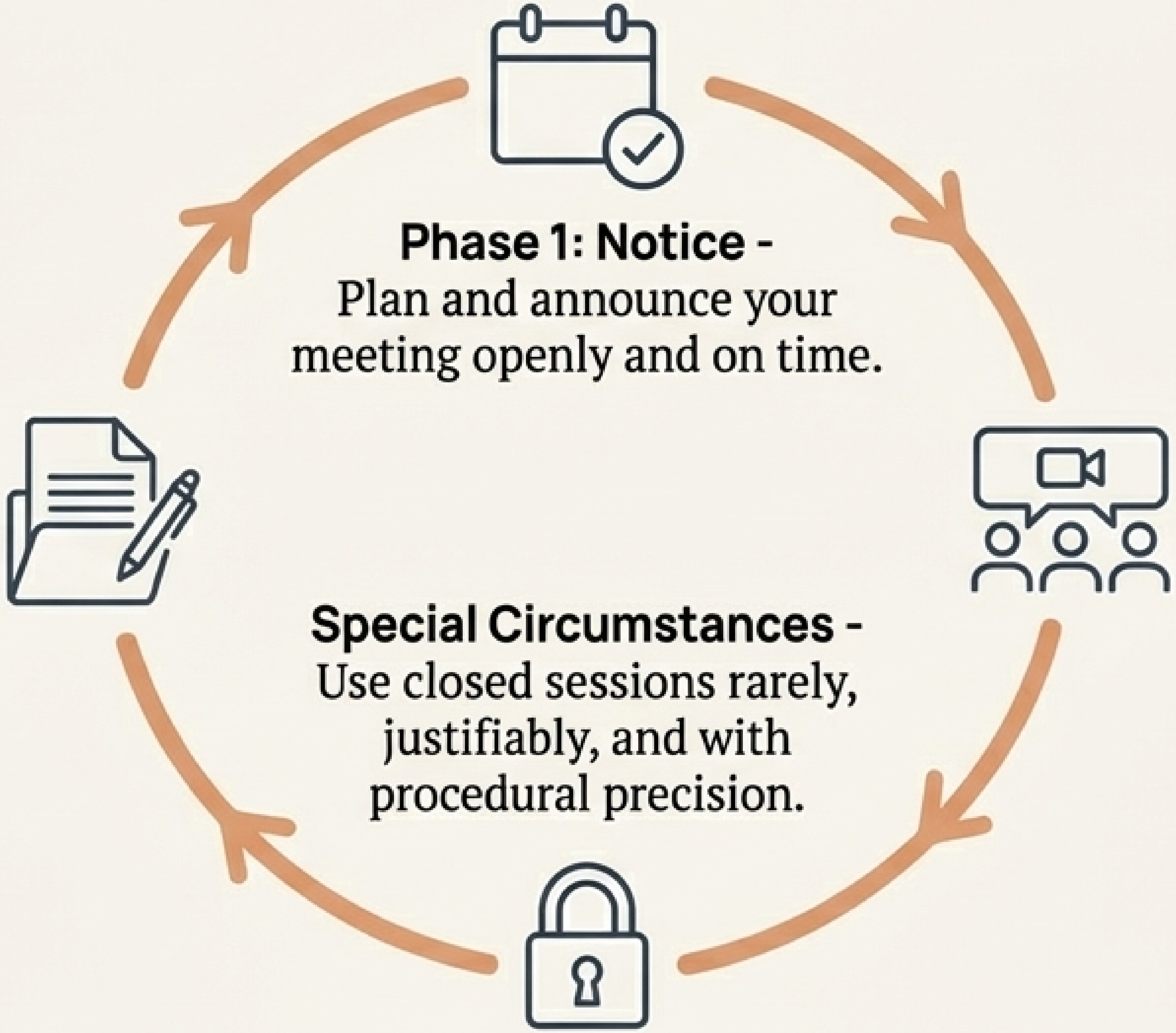
Approved Minutes & Meeting Materials

What: The final, approved minutes and any materials distributed at the meeting.
When: Must be posted to the Public Notice Website and available at the office within **3 business days** after approval.

Note: Members of the public are permitted to record open meetings as long as it does not interfere.

NotebookLM

Good Governance is a Cycle of Transparency



Phase 1: Notice - Plan and announce your meeting openly and on time.

Phase 2: Conduct - Deliberate and act in the open, following clear rules for all meeting types.

Special Circumstances - Use closed sessions rarely, justifiably, and with procedural precision.

Phase 3: Record - Document your actions accurately and make them accessible to the public promptly.

Adhering to the Open & Public Meetings Act protects the public's trust and ensures the integrity of your work.

NotebookLM

Teton Science Schools
700 Coyote Canyon Rd
Phone 307.733.1313 Fax 833.877.3291
www.tetonscience.org tax id # 83-0219163

Professional Learning Contract

Date of Contract: May 21, 2026

Primary Contact Information (Service Recipient)		**Financially Responsible Entity**	
Organization Name:	Maria Montessori Academy	**Entity:**	Maria Montessori Academy
Mailing Address:	290 N Flint St Kaysville, UT 84037	**Contact Person's Name:**	Kacee Weaver
Contact Person's Name:	Nicole Householder	**Contact Person's Title:**	Director
Contact Person's Title:	Student Success Specialist- Field experience coordinator	**Address:**	290 N Flint St Kaysville, UT 84037
Contact Work Phone:	801-827-0150	**Work Phone:**	801-827-0150
Contact Email:	nhouseholder@mmautah.org	**Email:**	kweaver@mmautah.org

Program Description (see details at end of agreement)

Teton Science Schools' Professional Learning and Consulting Services (**Service Provider**) are designed around the practices/outcomes of the Teton Science Schools' Place-based Education Framework and School Implementation Model. Services are described in detail at the end of this contract.

Service Recipient provides:

- Classroom and outdoor space for the program and any transportation necessary for the program, if the program is not based at a Teton Science Schools' campus
- Selection of participants for the program and communication in advance with participants about their upcoming professional development experience
- Agreed upon technology and supplies to deliver the program

Number of Participants for Workshops:

- **MINIMUM: 8** participants.
- **MAXIMUM: 14** participants. Fees above apply to any number of participants below maximum.

Teton Science Schools
700 Coyote Canyon Rd
Phone 307.733.1313 Fax 833.877.3291
www.tetonscience.org tax id # 83-0219163

Program Cost Detail

Program Type (See description of Program Services below for additional information.)	**Dates of Service**	**Quantity**	**Rate**	**Total Cost**
Discounts	Discount	1	($1,529.50)	($1,529.50)
Lodging	Lodging for 9 guests for 2 nights (double or triple occupancy lodge rooms for 9 educators)	1	$2,209.70	$2,209.70
Meals	Meals for 9 people for 3 days (2 breakfasts, 2 lunches, 2 dinners, and daily snacks)	1	$1,657.80	$1,657.80
Workshop at TSS - 2 consecutive days or more	Programming for 9 guests for 2 days (1 full day and 2 ½ days)	1	$8,662.00	$8,662.00
Total (not including travel)				**$11,000.00**

Payment Agreement

- Total Fee not including travel due **6 weeks** from contract date or two weeks before first program:
    - (**$10,667.00**) **due by:** **July 1, 2026 – an overpayment from Maria Montessori's Field Education program will be applied towards the total due**
- Please mail to **700 Coyote Canyon Rd., Jackson, WY 83001 Attn: Registrar**
- The balance due for travel will be determined at the conclusion of each program (if applicable) and an invoice will be emailed to lead contact. Balance for each workshop travel is due four weeks after the conclusion of the program.
- No refunds will be issued for cancellations made within 120 days of the program and pre-booked travel costs will be the responsibility of the Service Recipient. Outside of the 120 days, a 15% cancellation fee will be retained by the Service Provider.

Teton Science Schools
700 Coyote Canyon Rd
Phone 307.733.1313 Fax 833.877.3291
www.tetonscience.org   tax id # 83-0219163

General Terms

1. Intellectual Property Rights
    a. If any third party intellectual property is used in the materials, the Service Provider shall ensure that it has secured all necessary consents and approvals to use such third party intellectual property rights for the Service Provider and the Service Recipient.
    b. Service Recipient shall not reproduce Service Provider materials for use outside of the Service Recipient's organization without written consent from Service Provider.
2. Warranty
    a. The Service Provider represents and warrants that:
        i. it will perform the Services with reasonable care and skill; and
        ii. the Services and the Materials provided by the Service Provider to the Service Recipient under this Agreement will not infringe or violate any intellectual property rights or other right of any third party.
3. Term and Termination
    a. This Agreement shall be effective on the date hereof and shall continue, unless terminated sooner.
    b. Either Party may terminate this Agreement upon notice in writing and financial settlement will reflect contract information.
    c. As needed, either Party may modify the quantity of services to be provided, upon notice in writing.
    d. In the event the Service Recipient decides to terminate or to modify the Agreement, the Service Recipient agree to reimburse the Service Provider any incurred costs to include: non-refundable travel fees (airfare cancellation fees, lodging cancellation fees or lost deposits, etc.) as well as the cost of any printed materials and/or shipping of materials.
4. The Service Provider can offer graduate-level credits through the University of Wyoming for participation in professional development programs. These credits are available with a per person fee that must be paid by the individual. If the Service Recipient wants to pursue these credits for the professional learning program, notice must be given at the time of contract signing and at least 50 days prior to the start of the first contact time.
5. In the event that the onsite program is canceled due to a plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restriction, the program will be facilitated virtually. If virtual facilitation is not possible due to the circumstances of either partner, the fee will be retained by TSS or applied to a rescheduled date.
6. In the event that the onsite program is canceled due to unforeseen travel challenges of the provider or the provider becoming sick or injured in transit, the program will be facilitated virtually. If virtual facilitation is not possible due to the circumstances of either partner, the fee will be retained by TSS or applied to a rescheduled date.
7. By signing this agreement, we authorize Teton Science Schools, Inc. (TSS) to:
    a. Use images of adult and teacher participants' from professional development programs for advertising, audiovisual, digital or other purposes, and
    b. Use images and examples of student work while not using student names to share with schools and teachers affiliated with Teton Science Schools' Place Network and professional development.

In addition, by checking this box at left we authorize TSS to use images and videos of students that we share directly with TSS for purposes of sharing examples of place-based education with schools and teachers affiliated with Teton Science Schools.

We understand:.

- Contract must be signed and returned by: **June 1, 2026**
- **This contract is good through May 31, 2027. Any unused professional development or consulting experiences not used by this date will be forfeited.**

I have read and agree to the terms and conditions outlined above. This agreement shall be effective as of the date last signed below.

Contracted Organization ("Service Recipient") Fiscal Officer	Teton Science Schools' ("Service Provider") Representative

Teton Science Schools
700 Coyote Canyon Rd
Phone 307.733.1313 Fax 833.877.3291
www.tetonscience.org   tax id # 83-0219163

Program Services

Approach

Teton Science Schools approaches professional development and consulting with one central idea: that if we are teaching about engagement and excellence in our schools, then our professional development offerings must also be engaging and excellent. We model our model.

Outcomes

Each off-site or virtual program is designed around the set of core outcomes from the Teton Science Schools Framework and School Implementation Model. Core areas of professional learning include community as classroom, community engagement, integrating content and place, and learner-centered practices. Embedded in these practices are concepts such as inquiry, design thinking, project-based learning, local <--> global scales of place, community engagement, nature-based/Reggio early childhood programs, competency-based assessment, social-emotional learning, personalized learning, intentional culture, and more.

Program Services

Workshops Held Off-Site

Workshops offer engaging professional development experiences connected to the school's implementation strategy. Typically two-days in length and offered one or more times per year, these workshops guide teachers through aspects of the TSS Framework and School Implementation Model. Detailed workshop agendas are shared with schools prior to the date of service. Workshops are generally in person at the school (i.e., at the Service Recipient's) site. While planned to be in person, these workshops can be modified to be virtual as needed.

Coaching

Instructional coaching can be one-on-one or in small groups (often PLCs, departments, or grade-level teams). Coaching typically (though not always) happens after an initial whole-group workshop and provides participating teachers with an opportunity to receive targeted support in applying a place-based approach to their particular context. Coaching is usually virtual, although in rare cases when a TSS coach lives within the Service Recipient's geographic region or is traveling to the Service Recipient's area for another service, in-person coaching may be arranged.

Virtual Consulting

Virtual Consulting services are available on all topics related to the TSS Framework for all school partners. All Place Network Schools receive a minimum of 10 hours of virtual consulting each year. This consulting is planned in partnership meetings between the School Coach, School Leadership, and Network Advocate.

Virtual Workshops

Virtual workshops are available to continue learning and assess progress towards meeting professional learning outcomes related to the TSS Framework and Learning Model. Virtual workshops can vary in length from 60-minutes to one or more days, depending on a school's needs and interests.

Workshops Held at Teton Science Schools

Programs can be based at a Teton Science Schools' campus if availability allows. These programs operate with the same program approach and outcomes as described above; however, their physical location is based at a Teton Science Schools' campus instead.

- The visiting organization is financially responsible for damages to facilities and lost or broken equipment.

- Adult and student medical, risk release, & standards of behavior forms, lodge floor plans, and the field group roster must be completed and sent to the Teton Science Schools 2 weeks prior to the program. Program participation is contingent upon the review and approval of their risk release and medical forms.
- Dietary Restrictions and Food Allergies: At Teton Science Schools, participant safety is our first priority. Teton Science Schools, in coordination with our food vendors and school partners, strive to accommodate dietary restrictions and allergies whenever possible. Replacements of menu items due to restrictions vary based on the specific request and/or allergy. Please carefully review the information in our Information Documents for more details.
- TSS does not cancel programming due to weather. Should weather affect travel to or from TSS, TSS will make every effort to accommodate travel changes, based on availability. TSS will offer to extend the program when resources are available. Final invoices issued at the close of your stay will reflect the price quoted in the contract.

Maria Montessori Academy
Evaluation Committee Statement
RFP for Speech and Language Therapy Services

Background
Maria Montessori Academy (the "school") issued an RFP for Speech and Language Therapy Services Provider on May 8, 2026. Two company submitted proposals to the school: Something to Talk About and ESS.

Evaluation and Scoring of Proposal
The Evaluation Committee on this RFP was Kacee Weaver, Candice Cipullo, and Sara Dunn. They reviewed and scored the proposals on June 9, 2026. Together they determined that Something to Talk About's proposal met the minimum requirements of the RFP and that their pricing and terms were reasonable. The committee determined that it would be in the school's best interest to award the contract to Something to Talk About.

Based on the Committee's review of the proposal, Something to Talk About (a) has the requisite experience and qualifications to provide quality speech and language therapy services and (b) has successfully done this type of work for schools in the past, including Maria Montessori Academy.

The Committee awarded each offeror the following points:

- Something to Talk About
    - Offeror's Description and Past Experience – 30/30 points
    - Offeror's Personnel and Management – 25/25 points
    - Quality of Offeror's Service Based on References – 15/15 points
    - Pricing – 30/30 points
    - **Total – 100/100 points**
- ESS
    - Offeror's Description and Past Experience – 30/30 points
    - Offeror's Personnel and Management – 25/25 points
    - Quality of Offeror's Service Based on References – 15/15 points
    - Pricing – 20/30 points
    - **Total – 90/100 points**

Award Recommendation
The Evaluation Committee recommends to the school's Board of Directors that it award the contract for Speech and Language Therapy Services to Something to Talk About for a period not to exceed five years and authorize the director to negotiate and execute an agreement with the provider.