



EARLY LIGHT
ACADEMY

Board Meeting Packet

BOARD MISSION:

As the Board of Early Light Academy, it is our mission to oversee the school's strategic direction and vision. It is our role to govern as opposed to manage. Acting with a unified voice, we strive to support and ensure a lasting and sustainable future for ELA. We seek to inspire and promote an atmosphere of integrity, transparency and accountability. We serve to empower the school's administrative leadership to execute its mission of academic excellence, growth and achievement.

June 28, 2021

Early Light Academy Annual Board Meeting Agenda Monday, June 28, 2021

Location: 11709 S. Vadiana Drive, South Jordan, Utah 84009



NOTE: It is possible that the ELA Board of Directors may be utilizing an electronic meeting component with one or more of their members.

The mission of the Early Light Academy is to deliver a high-quality education with a deep, rich and engaging curriculum utilizing effective instructional techniques and emphasizing history, taking our students from the Stone Age to the Space Age, the Information Age and beyond.

AGENDA

8:30 AM – CALL TO ORDER

PUBLIC COMMENT (Comments will be limited to three minutes)

REPORTS

- Financial Report
 - ✓ [Budget Review](#)
- [Directors Report](#)
- [Goal Setting](#)
- Board Report

BOARD TRAINING

- [Review Board Mission Statement](#)
- [Annual PPP Training & Review](#)
- [Annual Open & Public Meetings Act Training](#)
- [Annual Fraud Risk Assessment](#)
- [Review Ethics Policy & Sign Statement of Ethical Behavior](#)

CONSENT ITEMS

- [May 19, 2021 Board Meeting Minutes](#)
- [May 19, 2021 Closed Session Affidavit](#)

VOTING ITEMS

- [2020-2021 Final Amended Budget](#)
- 2021-2022 Annual School Budget

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

- [Amended 2021-2022 School Calendar](#)
- [Audit Engagement Letters](#)
- [School Insurance Carrier](#)
- [Board Mission Statement](#)
- [Engagement of Municipal Advisor](#)
- [Award RFP for Food Services and Agreement](#)
- [Sex Education Instruction Committee](#)
- [Board Member and their Terms](#)
- Election of Board Officers – ALL

CALENDARING

- [Set 2021-2022 Board Meeting Schedule](#)
- Possible Electronic Meeting
- PreBoard Meeting – August 4th @ 10:00 am (PROPOSED)
- Next Board Meeting – August 18th @ 8:30 am (PROPOSED)
- REMINDER:
 - ✓ Audit Committee Training
 - ✓ Online Introductory Training for School Board Members (Fraud Risk)

CLOSED SESSION to discuss the character, professional competence, or physical or mental health of an individual pursuant to Utah Code 52-4-205(I)(a). [*IF NEEDED*]

ADJOURN

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

[Back to Agenda](#)

Early Light Academy Statement of Activities As of Date: May 31, 2021

As of Date:

5/31/2021

	Annual Year-to-Date June 30, 2021		
	Budget	Actual	% of Budget
Net Income			
Income			
Revenue From Local Sources	152,800	141,753	92.8 %
Revenue From State Sources	8,143,127	7,463,738	91.7 %
Revenue From Federal Sources	632,088	341,104	54.0 %
Total Income	8,928,015	7,946,595	89.0 %
Expenses			
Instruction/Salaries	4,096,882	3,330,005	81.3 %
Employee Benefits	1,196,427	909,061	76.0 %
Purchased Prof & Tech Serv	707,028	580,495	82.1 %
Purchased Property Services	399,999	364,275	91.1 %
Other Purchased Services	82,000	62,363	76.1 %
Supplies & Materials	697,134	591,256	84.8 %
Property	137,815	128,599	93.3 %
Debt Services & Miscellaneous	1,431,999	1,404,191	98.1 %
Total Expenses	8,749,284	7,370,245	84.2 %
Total Net Income	178,731	576,350	322.5 %

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

Early Light Academy Statement of Financial Position As of Date: May 31, 2021

As of Date:

5/31/2021

	Period Ending 05/31/2021	Period Ending 05/31/2020
	Actual	Actual
Assets & Other Debits		
Current Assets		
Operating Cash	2,733,852	2,179,461
Accounts Receivables	14,102	3,476
Other Current Assets	6,758	0
Total Current Assets	<u>2,754,712</u>	<u>2,182,937</u>
Restricted Cash	<u>2,531,775</u>	<u>2,710,146</u>
Net Assets		
Fixed Assets	18,984,718	18,197,188
Depreciation	<u>(3,439,734)</u>	<u>(3,171,228)</u>
Total Net Assets	<u>15,544,984</u>	<u>15,025,960</u>
Total Assets & Other Debits	<u>20,831,471</u>	<u>19,919,043</u>
Liabilities & Fund Equity		
Current Liabilities	<u>43,584</u>	<u>424,720</u>
Long-Term Liabilities	<u>20,281,575</u>	<u>20,572,304</u>
Fund Balance	<u>(885,042)</u>	<u>(1,318,135)</u>
Net Income	<u>1,391,354</u>	<u>240,154</u>
Total Liabilities & Fund Equity	<u>20,831,471</u>	<u>19,919,043</u>

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.



DIRECTOR'S REPORT

#PhoenixStrong

#Phoenixrisingfromtheashes

June 28, 2021

The mission of the Early Light Academy is to deliver a high-quality education with a deep, rich and engaging curriculum utilizing effective instructional techniques and emphasizing history, taking our students from the Stone Age, to the Space Age, the Information Age and Beyond.

“Understanding history sheds light on our future.
Our actions today will impact our tomorrow.”

- Fire on Thurs, June 24, 2021 on the roof of building C
- Staff night at the show - Spelling Bee
- Staff bonuses to be mailed this week
- Leave of Absence Procedure
- Reinvigorate the Field/Turf
- Data Report
- Looking ahead:
 - Annual theme: Making a *Difference* - Differentiation
 - Preparing for next year
 - Back to School training/staff retreat - Ideal Team Player
 - Leader in Me: The Power to Choose

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.



EARLY LIGHT ACADEMY

Long-Term Leave of Absence if FMLA is Not Approved Administrative Procedure

In the event that an application for FMLA is not approved, the employee may request a Long-term Leave of Absence.

Employees with a qualifying reason must first apply for FMLA. To do this, an employee can contact Early Light Academy's administration team or business manager, Academica West or Helpside to have the forms sent to them. After Helpside processes the paperwork, they will determine if the employee is eligible or not.

If an employee is eligible for FMLA, they may take up to 12 weeks of unpaid leave per year. Leave may be consecutive or intermittent. If the qualifying reason is for the birth of a child, the leave must be consecutive.

FMLA

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees of covered employers with unpaid, job-protected leave for qualifying family members and qualifying medical reasons.

What does the Family and Medical Leave Act provide?

- FMLA provides eligible employees up to 12 work weeks of unpaid leave per year.
- FMLA requires group employee benefits to be maintained during the leave as if the employee continued to work instead of taking leave.
- Employees are also entitled to return to their same or an equivalent job at the end of their FMLA leave.

What are qualifying reasons?

The following are qualifying reasons for FMLA leave:

- The birth of a son or daughter, and to bond with the newborn child;

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

- For the placement with the employee of a child for adoption or foster care, and to bond with that child;
- To care for an immediate family member (spouse, child, or parent – but not a parent “in-law”) with a serious health condition;
- To take medical leave when the employee is unable to work because of a serious health condition; or
- For qualifying exigencies arising out of the fact that the employee’s spouse, son, daughter, or parent is on covered active duty or call to covered active duty status as a member of the National Guard, Reserves, or Regular Armed Forces.

What is an eligible employee?

An employee is eligible for FMLA leave if he or she has met all the following:

- Worked for the employer for at least 12 months (does not need to be consecutive); and
- Worked at least 1,250 hours for the employer during the 12-month period immediately preceding the leave request; and
- Employees will be required to use PTO to cover all or part of the FMLA leave taken.

Long-Term Leave of Absence if/when FMLA is not approved by Helpside

In the event that an employee does not qualify for FMLA due to length of service or number of hours, but the employee has a qualifying reason consistent with the guidelines of FMLA for taking a long-term leave of absence, an employee may request to take up to 6 weeks of unpaid leave, upon approval by the Director. If the employee needs additional time after the 6 weeks, the employee may be terminated from employment, but may be able to apply for future positions.

If an employee is granted a long-term leave of absence and will be out due to the birth of a child. The time off shall be consecutive and not intermittent.

In the event that an employee applied for FMLA and was denied, and it is determined by the Director that there is not a qualifying reason to take a long-term leave of absence, Early Light Academy will not work with the employee to approve a long-term leave of absence.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

[Back to Agenda](#)



STRATEGIC SCHOOL IMPROVEMENT PLAN

*INCUBATE INNOVATION
CREATE CLARITY
EXPECT EXCELLENCE*

Goal #1: Own and share our ELA story: Stay relevant and maintain full enrollment in an increasingly competitive school choice landscape

Goal #2: Build the instructional capacity, efficacy, continuity, and professional excellence of ELA educators, efficiently using available resources to nurture an active community of diverse learners.

Goal #3: Consistently deliver an ELA-branded education: Provide an inclusive, supportive school environment; Engage each student in active personalized learning; Provide appropriate depth, complexity, and challenge across a broad range of disciplines. ALL IN! EVERY STUDENT, EVERY MOMENT, EVERY DAY!

Goal #4: Manage a sustainable budget, in alignment with school improvement initiatives, that supports diverse student needs, provides competitive compensation in order to attract and retain exemplary teachers & support staff, and anticipates student-centric investments in facilities, technology, and curriculum.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

*We have identified these areas as priorities for the next 3-5 years.
This plan is subject to annual review, analysis, & applicable update*

Goal #1: OWN AND SHARE OUR ELA STORY to stay relevant and maintain full enrollment in an increasingly competitive school choice landscape

It used to be enough for charter schools to be different from traditional boundary school options. Now that is simply not enough. School choice options have expanded over the last decade and we find ourselves in a much more competitive landscape, surrounded by other great schools families can choose from. We need to be doing something *better* than what our competition offers in order to sustain our enrollment and continue to thrive as a school of choice. We recognize the ongoing need for effective, efficient communication with our current stakeholders as well as the importance of developing a solid marketing strategy to attract new families to our school. Owning and sharing our story will enable us to remain a competitive player in the field of school choice.

General School News, Classroom News

To make sure our current and prospective parents, students, and staff are informed about who we are and what sets us apart, we need to establish more consistent internal and external branding. This includes articulating what an “ELA-branded” classroom looks like and what it means to get an ELA education.

In

We have established an informative school website, a weekly digital newsletter, and official social media channels (including Facebook, Instagram, Twitter, ELA Chat, LinkedIn, and a school app) to share our school story--including improvement efforts, progress, and successes. We also have a staff digital newsletter used for reminders and information that doesn't need to be shared in face-to-face meetings. We will continue to use these channels to keep our stakeholders informed and engaged. We will also consider seeking out more public recognition and designations such as Schools to Watch and other distinctions of excellence.

Teachers own and share their classroom stories, proactively communicating what students are learning and how they are progressing throughout the year. Students own and share their ELA stories through student-led conferences with artifacts such as personal and/or class mission statements, goals and goal progress, portfolios of student work, reflections, and performances.

Exterior Signage, Campus Monument

Adding exterior building signage and a monument with a digital LED display to our campus will support efforts to expand our presence in the local community and pique the interest of locals as they drive and/or walk by. It is our plan to continue to identify effective marketing strategies and build our brand and reputation in the local community. An annual market analysis will guide our marketing efforts as our competitive landscape continues to evolve.

Branding: Professional Culture, Style Guide

Other components of owning and sharing our story include refining our brand, internally and externally, developing an elevator pitch, and adopting an official style guide. We value our school

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

culture and will be formalizing our essential paradigms about teaching and learning in a professional culture document that will be shared with current and prospective families and employees. We will use a variety of channels to recruit, develop, retain, and sustain talent. A style guide will provide appropriate guidelines for the use of official school logos, mascots, colors, and fonts, which will be available internally for staff use. A consistent message, look, and feel will help solidify our brand both internally and externally.

Stakeholder Surveys, Onboarding Procedures

We will actively solicit and act upon stakeholder input as we continue to engage students, parents, and staff while pursuing school improvement efforts. This may include timely surveys for new students/families, students/families who choose to attend a different school, alumni who have moved on to high school and/or college, an annual parent survey, periodic student and staff surveys, and quick dashboard parent surveys during the year. We will also establish onboarding procedures to help new families and staff feel more connected and informed as they acclimate to our school.

Addendum to Charter: Exhibit A

A final piece of owning and sharing our ELA story will be updating our charter agreement with an addendum, “Exhibit A.” As core standards, curriculum, and assessments have evolved over the last nine years we have been in operation, we need to ensure that our charter agreement with USBE is a current, future-proof, and accurate reflection of our school. The leadership team, under the direction of administration, will review our current charter agreement and identify essential accountability measures that are in alignment with Early Light Academy’s vision, mission and strategic improvement plan. A draft will be presented to staff and the governing board before submission to USBE for approval. The original charter will then serve as our school’s founding charter application and the new document will become our charter agreement.

Goal #1: OWN AND SHARE OUR ELA STORY to stay relevant and maintain full enrollment in an increasingly competitive school choice landscape

Indicators/How Assessed	Timeline/Goal	Who is Responsible?
Keep stakeholders informed about general school news: Website & app, digital newsletters School announcements, social media presence (Facebook, Instagram, Twitter, LinkedIn), ELA Chat	Updates as applicable Weekly for parents, e/o week for staff Daily (pages) Weekly posts (minimum) Respond to messages as applicable; MyELAStory@EarlyLightAcademy.org Improve NPS	Office Asst. Director, Office Asst. SMAC students Office Asst. Office Asst.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

Keep parents informed & engaged w/classroom news and student growth: Teachers share classroom stories; Students share their school stories	Weekly updates Conferences (fall, winter, spring): portfolios, class/personal missions, goals & goal progress	Classroom teachers Aides, as appropriate Special Education Team Students
Annual market analysis that drives strategic marketing plan: Recruit and retain students and employees; Improve lottery metrics; Increase acceptance rate	Annually by December Goal: establish a baseline and track metrics, consistently improve rates and enrollment metrics	Director Office Assistant AW (Kara) Leadership Team
Increased presence in the local community: Exterior building signage; Monument with LED screen; Social media marketing; Leadership speaker series Continued presence in the South Jordan Journal Marketing Campaigns through local advertising agencies Website updated Involve Social Media influencers	March, 2018 Summer, 2018 Ongoing Start Fall 2018 3 times a year with cultural events Annually 2020-2021	Director/Kirk/Jeff (AW) Director/Kirk/Jeff (AW) Director/Amy/Kara (AW) Board + others Berry Kawa Kawa Kawa
Solidify branding: style guide, hashtags WE ARE what history books are made of Incubate Innovation, Create Clarity, Expect Excellence	Spring/Fall, 2018 Fall, 2018 Fall, 2018 #MyELAStory 2020-2021 #phoenixstrong 2021-2022 #makingadifference	Team Leads, Faculty, Leadership Team, Kawa, Board
Active solicitation for and response to stakeholder feedback: Survey results from Students & Staff, New families, Non-enrolled families, Unenrolled families, Alumni (annually), Current families (annually), Quick dashboards	As applicable for most, annually for alumni and current families Goal: onboard new families, use stakeholder feedback to drive ongoing improvement efforts	Director Office Manager Office Assistant Leadership Team School Improvement Team
Exhibit A charter amendment: Approval of “Exhibit A” document	Spring, 2018 draft submitted for approval; Roll out Fall 2018	Leadership Team, Board, Faculty/Staff, USCB, USBE

Goal #2: Build the instructional capacity, efficacy, continuity, and professional excellence of ELA educators, efficiently using available resources to nurture an active community of diverse learners.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

In order to elevate teaching and learning at ELA and facilitate a higher level of student performance, we need to maintain purposeful, intentional impact of instruction by using prep/team/instructional time and our abundance of available resources effectively **and purposefully**.

Greatest Influences on Student Outcomes

We need to build the instructional capacity and efficacy of each educator in the areas with the greatest influence on student outcomes. This includes a foundation of positive relationships, classroom management that minimizes behavior issues and maximizes engagement, classroom culture that enhances self esteem and self efficacy of each student, maximizing highly effective pedagogy practices, and planning that is deliberate and differentiated to meet the unique academic, social, and emotional needs of diverse learners.

Educational Technology Vision; Canvas; [ELA EdTech Vision](#)

As we continue to bring more technology into our instructional spaces, it's imperative that we establish an educational technology vision that articulates how technology will be leveraged as a tool for innovative teaching to *support* personalized learning while ensuring our students become responsible digital citizens. Technology can fundamentally change the way we teach and improved tools can yield improved pedagogy. However, technology doesn't replace effective teaching; It is a vehicle, not a destination. We don't always need to use technology and it should never be used as a time filler or babysitter.

We are in the early stages of implementing Canvas as our Learning Management System (LMS) and Assessment Management System (AMS). This decision was sparked by the August 2017 announcement that Canvas was going to be offered free to all educators across the state of Utah. Being mindful of our current state of implementation fatigue, we decided to start with an *optional* early adopter roll out for any teacher interested in getting started this year (2017-18). Future plans will include holding Canvas specific trainings through UEN to help with our long term goal of school wide implementation. We expect this implementation to be scaffolded with small, attainable goals for our teachers. ~~We see this as a positive move forward for all stakeholders involved—teachers, students, parents—as Canvas can provide a “single sign in” umbrella for many of the tools and programs we use at ELA as well as a streamlined way for teachers to communicate between school and home in a consistent, predictable fashion. Canvas can also support a shift toward personalized learning.~~ **Moving forward, we have found that Canvas works best as a Learning Management System for grades 6-9. Grades K-5 are currently using Google Classroom as their Learning Management System.**

~~We plan to adopt the ISTE standards as a research-based framework to guide educational technology and support digital teaching and learning. Embedding the ISTE standards can support ELA students becoming: 1) empowered learners, 2) digital citizens, 3) knowledge constructors, 4) innovative designers, 5) computational thinkers, 6) creative communicators, and 7) global collaborators. We will establish a systematic plan aligned with a shared vision for educational technology and school effectiveness.~~ **[ELA's EdTech Vision](#) will guide educational initiatives and instruction at ELA in an effort to help our students become excellent digital citizens.** In addition, we will continue to

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

adequately budget to support changing technology infrastructure needs, personnel, digital resources, and staff development so we can provide equitable access to current and emerging technologies and digital resources. Finally, we will be very mindful of providing time for colleagues to practice and share ideas; continue to expand their capacity to use technology to facilitate teaching and learning; align content standards; and center planning, teaching, and assessment on the needs and abilities of students.

Formative Classroom Evaluation Tool

Feedback from the AdvancEd Review Team indicates a need to align evaluation processes for K-9 educators, including creating a consistent formative evaluation tool and process, increasing the frequency and impact of classroom visits, and timely debrief conversations with meaningful, actionable feedback that provide opportunities for teachers and the leadership team to collaborate regarding student learning, improving instruction, and reinforcing an “ELA branded” education, including guidelines for *how* ELA wants teachers to teach.

As a result, a formal evaluation tool was developed by the Administration team based on the Utah Effective Teaching Practices in the 2019-2020 school year. The formal evaluation tool was implemented school wide as a way to give teachers specific, meaningful and actionable feedback. In addition, a classroom “drop-in” evaluation tool was piloted in the 2019-2020 school year in the Elementary Building, and fully implemented campus wide in the 2020-2021 school year. This classroom “drop-in” evaluation tool allows administrators the ability to do quick classroom check-ins for specific implementations such as teaching standard implementations and school wide focuses (teacher clarity and feedback).

Attracting and Retaining Exceptional Educators

Attracting and retaining exceptional teachers and support staff will be prioritized as we seek to improve the continuity of professionalism and quality of instruction at ELA. We need to define the professional culture at ELA, including our classroom and education branding; Continuing priorities include supporting teachers in their efforts to educate students, providing competitive compensation for rewarding and meaningful work, boosting staff morale, minimizing staff burnout, maintaining a reliable substitute pool, and protecting innovation, autonomy, and flexibility.

Goal #2: Build the instructional capacity, efficacy, continuity, and professional excellence of ELA educators, efficiently using available resources to nurture an active community of diverse learners.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

Indicators/How Assessed	Timeline/Goal	Who is Responsible?
<p>Data & trends from classroom observations & debrief conversations: A new classroom observation tool; data from multiple visits; debriefs centered around the metrics outlined in the tool</p>	<p>Year 1: 2018-2019 Create a professional culture document & an informal classroom observation tool aligned to the purpose and direction of ELA that meets AdvancEd improvement priorities Years 2-3: 2019-2021 Refine the tool and embed regular, informal visits & debriefs between leadership and educators centered around instructional expectations and student learning Years 4+: Adjust and adapt for future goals Use data to drive differentiation strategies in the classroom</p>	<p>School Improvement Committee, Team Lead Committee Admin & Teachers</p>
<p>Parent satisfaction: Feedback from annual parent survey</p>	<p>Year 1: 2018-19 Establish historical and baseline data; set goals for improvement Years 2+: Help teachers set goals; Provide support to teachers; Track progress</p>	<p>Leadership Team Parents Teachers</p>
<p>Retention of quality educators: Annual analysis of voluntary and involuntary turnover and exit interview trends</p>	<p>Year 1: 2018-19 Analyze retention data and trends Years 2+ Establish goals based on historical parent survey results and retention analysis Years 3+ monitor and adjust; continue to refine hiring and onboarding process to recruit and retain exceptional educators</p>	<p>ELA Director AW HR</p>
<p>Educational Technology Vision that provides a roadmap to personalized learning: Canvas as LMS; Canvas + Gauge as AMS; Capacity to personalize learning; Implementation of ISTE standards</p>	<p>Preview Year: 2017-18 Early adopters (optional) Year 1: 2018-19 Explore ISTE standards. Adopt ELA's EdTech Vision and establish priorities for an educational technology vision in alignment with improvement goals; Start using Canvas schoolwide as a consistent bridge between school and home; Start using Gauge for benchmark assessments (Last year for MC) Year 2: Draft an educational technology vision in alignment with school improvement goals; Expand use of Canvas to incorporate lesson content; Use Canvas and Gauge to track student mastery of standards (Transition fully from MC to Canvas); Full Aspire integration with Canvas; ISTE standards incorporated into YLP's and specials Year 3: Expand use of Canvas to include more shifts in pedagogy toward personalizing learning for students; Further embed ISTE standards in all content areas; Years 4+ Continue to refine Years 4 + Use ELA's EdTech Vision to drive educational initiatives and instruction.</p>	<p>Teachers UEN Canvas Trainers Leadership Team DTL Team All Teachers JH Teachers & K, 1, 6 shift assessments to Canvas 2, 3, 4, 5 shift assessments to Canvas</p>

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

Goal #3: Consistently deliver an ELA-branded education: Provide an inclusive, supportive school environment; Engage each student in active personalized learning; Provide appropriate depth, complexity, and challenge across a broad range of disciplines. ALL IN! EVERY STUDENT, EVERY MOMENT, EVERY DAY!

We want our students to have a smooth transition to high school, be well prepared for future college and career pursuits, become responsible citizens of the world, and have motivation for lifelong learning. As we shift ownership of learning to the students, we need to create an environment that encourages ownership of learning, respect for self and others, fosters inquiry, promotes critical thinking, supports comprehension, develops mastery, and emphasizes historical inquiry--including significant events and individuals from the past. As students identify patterns of change over time, assess relevance of evidence, analyze the relationships of the past to the present, and build a solid foundation from a broad range of disciplines, they will be able to expand from basic skills to higher level skills and better connect how their actions today impact the future.

~~What we lack in ethnic diversity we make up for with ability diversity, with a wide spread of high and low student achievement levels and outcomes.~~ Meeting the diverse needs of *all* students is **our primary focus**. ~~relentless, worthy pursuit.~~ Relationships, communication, classroom management, school culture, curriculum, instructional strategies, **differentiation** and assessments should support and appropriately challenge all students as we articulate high expectations for annual growth in all areas including: academics, behavior, leadership, social-emotional skills, and ~~comprehensive~~ citizenship.

~~Inquiry and project based learning that facilitates higher order thinking will become embedded more consistently and planning will~~ **As we shift to personalized learning, we will be deliberate in our differentiation for Tier I instruction.** ~~Innovative teaching practices such as making abstract, complex ideas more accessible with visualizations, providing media rich, multisensory learning environments,~~ We will focus on providing reading and math instruction based on both grade level and ability grouping. Students should discover and maximize their unique learning styles and have their educational experience be enriched beyond the core as teachers foster a love of learning. Administrative support should include providing professional development, mentoring, and resources in alignment with school improvement goals that empower teachers to innovate and meet diverse student needs.

Interpreting and Responding to Data

We need to better support educators with interpreting and responding to data so they can feel empowered to facilitate appropriate annual growth for students--whether they are on, below, or above grade level. The leadership team has quarterly data dives and data is shared regularly during ~~faculty meetings~~ PLC's and board meetings. Creating a culture of trust within grade level teams will help educators feel comfortable sharing data and discussing how to respond to grade level, classroom, and individual student data.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

Behavior and Academic Interventions

As teachers grow in their ability to nurture an active community of diverse learners, they will continue to need support with behavior and academic interventions. We will continue to refine our TAT procedures to support teachers in these areas. In response to feedback, we have made our mentoring program more effective, continued the instructional coaching support we have in place, and continued offering ample professional development aligned to identified needs. We will make a consistent effort to personalize professional learning ~~and model what personalization can look like as we desire to increase the transfer of professional learning to instructional practice.~~ We also plan to provide more consistent training and support for our aides and substitutes, especially in the areas of behavior, student accommodations, and technology. ~~Consistent expectations for whole group, small group, and individual instruction will be articulated and supported.~~

MTSS, REMEDIAL TAT, Advanced TAT

The belief that all students can learn often means we tend to focus on students who are not yet meeting grade level expectations. Much of our focus historically has been on the needs of students who are below grade level, including students with disabilities and those needing tiered behavior and academic interventions. Students who are already considered proficient generally continue to remain proficient but may not be making adequate annual growth. As we seek to ensure all students make appropriate growth annually, we will maintain tiered behavior and academic supports (MTSS) for our lowest achieving students while establishing an advanced TAT team made up of educators from multiple grade levels. The advanced TAT team will identify students, support teachers and facilitate appropriate growth and rigor for advanced students.

~~Comprehensive Standards Inclusion to Support Academic Growth:~~

~~Year long plans will reflect comprehensive inclusion of science, writing, history, health and nutrition, leadership, SEL, and ISTE standards. This will include cross-curricular projects as well as literacy skill development and common academic vocabulary. While we recognize the need to sustain the positive trends we have established in math and language arts, we need to make sure we allocate adequate resources—technology, curriculum, pedagogy, professional development, and supplies—to increase student outcomes in these additional areas. We will continue to appropriately support teachers and teams with data analysis and responding with appropriate remediation, intervention, and enrichment opportunities.~~

National School Lunch Program:

One opportunity we have to remove barriers and provide inclusion is by participating in the National School Lunch Program. To become eligible, we will need to modify our school schedule slightly, update our Wellness Policy, add a Negative Lunch Balance Policy, update our lunch vendor agreement, and purchase a combi oven.

Goal #3: Consistently deliver an ELA-branded education: Provide an inclusive, supportive school environment; Engage each student in active personalized learning; Provide appropriate depth, complexity, and challenge across a broad range of disciplines. ALL IN! EVERY STUDENT, EVERY MOMENT, EVERY DAY!

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

Indicators/How Assessed	Timeline/Goal	Who is Responsible?
<p>Comprehensive Standards including leadership and social emotional well being; Year Long Plans reflect comprehensive academic, leadership, ISTE and SEL standards and also address improving outcomes in science and writing</p> <p>Increased teacher instructional capacity: Classroom management and engagement; Rigor; Timely feedback; Use of Rubrics; Cross-curricular projects, units, and lessons integrating history themes and literacy standards, daily differentiation, project-based learning, high levels of creativity, critical thinking, collaboration; Personalized learning</p> <p>Increased student outcomes: Self-directed learning; Formative writing assessments with Utah Compose, Academic Vocabulary; Benchmarks; End of year State summative assessments; Standards-referenced grading K-9; Decreased behavioral referrals; Continuity with Citizenship module in Aspire</p>	<p>Prepare for rollout of new standards and assessments: Years 1-2: 2018-20 Identify and address YLP's for comprehensive standards inclusion; Compare & contrast ELA history standards with State history standards, identify standards missing from YLP's; Identify speaking, writing, listening, reading standards across content areas; Unpack new Science standards, adopt and/or align curriculum resources & PD for teachers (Land Trust funds: Science/Writing).</p> <p>Years 3-5: 2021-24 YLP will be simplified to a high level view of the teacher's year and showing standards to be covered each term. Teachers will use scope and sequences driven by the curriculum or the standards in the YLP. Continue to deliberately and purposefully plan and execute cross-curricular projects emphasizing history and literacy standards Ongoing: Refine instructional strategies & YLP's in response to outcomes</p>	<p>Leadership Team will assess and respond to PD needs; Teachers understand, teach, & assess standards, using rubrics to communicate expectations and evaluate proficiency; Curriculum Committee will explore available resources and make recommendations to Leadership Team; Students own learning, set goals and track their progress, and demonstrate improved competency; Students will use rubrics to self-evaluate and/or peer review, revising as appropriate to meet or exceed grade level expectations</p>
<p>National School Lunch Program (NSLP)</p> <p>Become eligible for and actively participate in the NSLP in partnership with Ascent Academies: Application acceptance Participation trends Survey feedback re: satisfaction with NSLP</p>	<p>Prepare: 2017-18 Become eligible for NSLP (update Wellness Policy, add Negative Lunch Balance Policy; Health & Nutrition standards, update lunch agreement, \$ oven) Year 1: 2018-19 Launch NSLP; (modify lunch schedule, extend Fridays, implement new policies and standards) Years 2-5: 2019-23 Track eligibility metrics, participation, and satisfaction with NSLP</p>	<p>Administration, Board, and kitchen staff from Ascent Academies; Families (applications, ordering, & surveys) Teachers & Staff: adjust to schedule changes and implement health and nutrition standards</p>
<p>Differentiated Approach to Learning including Tier I Differentiation, MTSS, Remedial TAT & Advanced TAT; Self-directed, personalize learning</p> <p>Appropriate annual growth; Ensure proficient students also make annual growth; Annual growth of highest and lowest 25% on literacy and State summative assessments.</p> <p>Implementation and tracking of Tier I, II, III interventions; Classroom observations</p>	<p>Year 1: 2018-19 Continue Tier I, II, III interventions; Refine TAT process; Define advanced TAT scope; Define personalized learning and Tier I differentiation; Sustain positive trends in math and language arts by continuing to use programs such as STMath, ALEKS, Math XL to differentiate, remediate, and enrich student learning; Year 2: 2019-20: Implement advanced TAT; Establish vision for Tier I differentiation & personalized learning; Allocate adequate resources and support to increase student outcomes in Science and Writing; Years 3-5: 2020-23 For personalized learning in math, grades 3-5 will use iReady and grades 6-9 will use Math Space. Continue to assess and respond to needs</p>	<p>Leadership Team TAT teams Teachers/Teams/Aides Students/Parents SpEd Dept. School Improvement Committee</p>

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

	based on data.	
Service/Leadership Experiences	7th grade team building event at the beginning of each year 9th grade capstone event	

Goal #4: MANAGE A SUSTAINABLE BUDGET, in alignment with school improvement initiatives, that supports diverse student needs, provides competitive compensation in order to attract and retain exemplary teachers & support staff, and anticipates student-centric investments in facilities, technology, and curriculum.

Our people are our greatest assets at Early Light Academy. Balancing competitive compensation for teachers and staff while proactively forecasting for technology, facilities, and curriculum needs will be priorities as we continue to identify and support diverse student needs. Financial goals include increasing our cash on hand to 90 days within five years and 120 days within 10 years while maintaining a 1.1 or better debt ratio. Creating a compensation package that rewards teacher growth and competency will help to attract and retain talent and allow for continuity of established programs and services.

Indicator	How Assessed	Timeline/Goal	Who is Responsible?
Budget: Days COH [State guidelines > 30 days with positive trend]	Increased days Cash on Hand (COH) over time: <i>annual</i> targets with <i>monthly</i> reporting; 3 year cash flow trend analysis <i>Exceeds = ahead of goal timeline</i>	Year 1: 2018-19 60 days COH Years 2-5: 2019-23 Increase COH to 90 days Years 6-10: 2023-2028 Increase COH to 120 days	Director ELA Board Financial Coordinator AW Accountant
Budget: Debt Service Coverage Ratio [State guidelines ≥1.1 and bond covenants ≥1.0]	Maintain 1.1 or better debt ratio; <i>Exceeds = 1.2 or better debt ratio</i>	Year 1: 2018-19 Establish debt ratio goal Years 2-10: 2018-2027 Maintain 1.2 or better debt ratio	ELA Director ELA Board Financial Coordinator AW Accountant
Competitive Teacher Compensation: <ul style="list-style-type: none"> ● Salary schedule ● 401K Match ● Stipends ● Benefits ● PTO ● PD 	Annual analysis of voluntary and involuntary turnover and exit interview trends <i>Exceeds to be determined</i>	Year 1: 2018-19: Establish baseline & goals; Add 401K match; Year 2: 2019-20 Research and draft tiered salary schedule; Match a portion of benefit contributions for opt-ins; Years 3+: monitor/adjust Year 4: Add employer contribution to insurance	ELA Director ELA Board AW Accountant AW HR (exit interviews?)

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

		benefits	
Long term forecast for large expenses	Facilities forecast based on annual inspections/needs; Technology R&R forecast based on age of current equipment; Curriculum forecast based on renewal cycles and changes to core standards & assessments	Year 1: 2018-19 Establish 10 year forecast Years 2-4: 2019-2021 Refine forecasts and adjust annually Years 5-10: 2021-2028 Assess predicted vs. actual and further refine long term projections	ELA Director & Leadership Team AW Accountant AW Facilities IT Vendor

SUMMARY OF SCHOOL IMPROVEMENT INITIATIVES

Goal #1: Own and share our ELA story: Stay relevant and maintain full enrollment in an increasingly competitive school choice landscape

Goal #2: Build the instructional capacity, efficacy, continuity, and professional excellence of ELA educators, efficiently using available resources to nurture an active community of diverse learners.

Goal #3: Consistently deliver an ELA-branded education: Provide an inclusive, supportive school environment; Engage each student in active personalized learning; Provide appropriate depth, complexity, and challenge across a broad range of disciplines. ALL IN! EVERY STUDENT, EVERY MOMENT, EVERY DAY!

Goal #4: Manage a sustainable budget, in alignment with school improvement initiatives, that supports diverse student needs, provides competitive compensation in order to attract and retain exemplary teachers & support staff, and anticipates student-centric investments in facilities, technology, and curriculum.

2017-2018

Refinanced Bonds (October-December): Bond interest freed up for other needs (401K match, salary increases, facilities improvement, branding/marketing, professional development)

Prepared for Spring 2018 Accreditation Renewal (September-March)

Stakeholder Surveys; Comprehensive SWOT analysis

Accreditation Site Visit and Renewal (March 2018; Final report expected June 30);

Anticipating 5 year accreditation term renewal (June 30, 2018)

Draft of Strategic Plan and Goals (May 2018)

Self Study; Strengths from self-study validated

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

4 School improvement goals established, including two accreditation priorities:

1) Personalize learning 2) Create an observation tool

Branding: monument in progress, building signage installed, social media presence established, S'more weeklies, "Exhibit A" approved, Style Guide created, market analysis, marketing budget

2018-2019

Implement branding (internal and external)

Update market analysis by December 1, 2018

Analyze teacher retention data and parent survey data trends

Create a professional culture document and a consistent informal classroom evaluation tool

Explore ISTE standards and establish priorities for a shared educational technology vision

Define "Tier I differentiation" and what "personalized learning at ELA" could look like

Continue tracking days COH and debt service coverage ratio

Establish a 10-year financial forecast, including technology repair and replacement needs

2019-2020

Review 2018-2019 progress and update strategic plan and goals (annually) based on progress, new information, and internal/external changes

Host "cottage meetings" to encourage staff input

Continue to build days COH to exceed goal

Covid-19 impacted the last few months of school. Teachers had to implement creative teaching practices to deliver content via digital means

2020-2021

Gather feedback from all stakeholders prior to making final decisions regarding learning models during the 20-21 school year and provide staff with technology resources to assist in delivering virtual learning

Created virtual tours for the website for the new families that could not tour the school in person during Covid

Admin virtual message in the weekly newsletter to parents

Featured in two different articles in the South Jordan Journal for our virtual Culture Night and History Fair

Updated school website

Laying the groundwork for team building introducing The Ideal Team Player for 2021-2022

Differentiation emphasis introduced for 2021-2022

9th grade capstone experience, emphasis was finding true strength in the midst of challenges

Analyze benchmarks and progress monitoring data to determine instruction for annual growth

Days COH - continue to exceed annual goal

Covid Grant Funds - Used to support instruction by enhancing opportunities for students and teachers to utilize technology, supply the School with protective equipment and products to ensure safety during Covid

2021-2022

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

Goal #1

Increase the lottery to maintain an avg of 350 students on the waiting list... through community outreach programs and targeted marketing efforts

Acquire bid for mural

Goal #2

The Ideal Team Player to define our culture and a norm we use to build and thrive in teams.

We will present each faculty member with a journal for self reflection to be used at monthly faculty meetings with guided questions for reflection around how they are doing with developing the attributes of Hungry, Humble and Smart. Principles and practices of The Ideal Team Player will be incorporated into PLC's and 1:1's.

Differentiation refined as a highly effective strategy used to achieve targets for Goal #3 (Differentiation will be the focus of staff retreat, Infused into PLC's, Subject of PD, Celebrated at faculty mtgs)

Goal #3

- Defining the purpose and scope of the capstone event
 - Rotation schedule of trips - 3 diff experiences that rotate
 - Form a student capstone committee to help plan, arrange and coordinate
 - School (7th Grade), City/Community (8th Grade), State Level (9th grade) service projects that tie into a final capstone project

- Our goal is to increase proficiency in Math and Literacy by 3% each year for the next 5 years. We need to increase our participation rate to 95% or above as the state reinstates accountability requirements.

Elementary students will have differentiated instruction in whole group settings with small group interventions. Progress monitoring will occur regularly (Ie. Red = weekly, yellow and green = every other week, blue = monthly)

Teachers will consistently provide Tier II math instruction. Math manipulatives can be used again now that Covid is not creating limitations. Increase use of manipulatives during instruction. Model in PLC's tier I instruction using manipulatives. Use graphic organizer to schedule math instruction.

Math Club - GTAT

NJHS students to tutor, Homework club, stipend to teachers to tutor after school

- Team lead collaboration with schoolwide initiatives

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

- **Early Literacy/Learning Goals for the 2021-2022**
 - **Goal #1:** By June 2nd, 2022, first grade teachers at Early Light Academy, with the support of Administration, Instructional Coach, Grade Level Teams, Paraprofessionals, Special Education Department, and other school personnel; will increase the percentage of first grade students at or above benchmark on Acadience EOY composite reading score by 3%. (Our last 3 years' average was 69%; our goal will be 72%). This will be accomplished by implementing Heggerty's phonemic awareness program with fidelity, in conjunction with our Reading Street Core Basal. We will continue working with the Lexia Core 5 program in synchrony with whole group instruction as well as the implementation of pre-COVID progress monitoring routines through professional development and instructional coaching, as well as including these components in the classroom observation tool and Professional Growth Plan with specific feedback on fidelity and routines in an effort to increase the percentage of students reaching benchmark by the end of their first grade year.
 - **Goal #2:** By June 2nd, 2022, second grade teachers at Early Light Academy, with the support of Administration, Instructional Coach, Grade Level Teams, Paraprofessionals, Special Education Department, and other school personnel; 2nd grade students will reduce the percentage of second grade students scoring well-below benchmark on Acadience Reading composite from BOY to EOY by 37% by providing targeted, evidence-based interventions (such as MClass Lesson Plans, Sidewalks by Reading Street, Next Steps in Literacy Instruction and the Heggerty Phonemic Awareness program) that align to a student's specifically identified learning gaps to improve the percentage of second graders moving out of the well-below benchmark status.

Goal #4

Compensation package increased - add employee contribution

Days COH target goal

Replace 25% of staff tech annually

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

[Back to Agenda](#)

Board PPP Trainings & Reviews

<u>PPP Required by Law to be Reviewed</u>	<u>Frequency</u>	<u>Reviewer</u>
Attendance/Tuancy	Annually (5-28-20)	Board
Cash Handling	Annually	LEA
Donation and/or Fundraising	Annually	LEA****
Electronic Resources or Devices*	Regularly	LEA
Emergency Response/Preparedness Policy & Plan	Once every three years	LEA
Fee Waiver	Annually (1-20-21)	Board
Financial Reporting	Annually	LEA
Parent & Family Engagement, Compact, Plan**	Annually	LEA
Procurement	Annually	LEA
Purchasing and Disbursement	Annually	LEA
Sex Education Instruction	Every two years ()	Board
Wellness***	Periodically	Well. Cmte

<u>PPP Required by PPP to be Reviewed</u>	<u>Frequency</u>	<u>Reviewer</u>
Information Technology Security Policy & Plan	Periodically	IT Sec. Mgr.
Meal Charge/Alternate Meal Policy/Proc***	Annually	LEA
Student Conduct and Discipline Policy & Plan	As necessary (6-18-20)	Not Specified

<u>PPP Required by Law to be Re-Approved</u>	<u>Frequency</u>	<u>Approver</u>
Electronic Resources or Devices*	Regularly (5-28-20)	Board
Fee Waiver	Annually (1-20-21)	Board
Wellness***	Once every three years (6-18-20)	Board

<u>Other Required Trainings</u>	<u>Frequency</u>	<u>Reviewer</u>
Arrest Reporting Policy	Annually ()	Board
Open & Public Meetings Act	Annually (6-18-20)	Board
Fraud Risk Assessment/Ethical Behavior	Annually (6-18-20)	Board
Fraud Risk Online Training https://training.auditor.utah.gov	Every (4) years (2020-2021) (New board members within 6 mos of being on board)	Board

* Also includes Acceptable Use, Internet Safety, and other similar policies.

** Review and approval requirements only apply if school receives Title I funds

*** Review and approval requirements only apply if school participates in USDA food program

**** Most schools' policies say the Board will review the policy

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

[Back to PPPT](#)

Early Light Academy

Attendance Policy

Adopted: April 14, 2009

Amended: September 16, 2016

Amended: January 31, 2019

Amended: **November 18, 2020**



PURPOSE

Early Light Academy (the “School”) is committed to providing a quality education for every student. The School firmly believes that consistent attendance teaches students responsibility. Students learn the value of being punctual and prepared. Frequent absences and tardiness result in a loss of continuity of instruction. Also, frequent absences and tardiness prove disruptive for students, teachers, and staff. Excessive unexcused absences may lead to a student’s permanent dismissal from the School.

Parents are expected to take a proactive role in ensuring their children attend school. We recommend families plan their vacation schedule around the existing School calendar. When possible, medical and dental appointments should take place outside of school hours and parents should notify the School in advance of any absence. Parents and students are responsible for obtaining homework or assignments for the time period which the student is absent.

The School intends for this policy to be consistent with the provisions of Utah’s compulsory education laws, Utah Code §§ 53G-6-201 through 53G-6-208, as well as Utah Administrative Code Rule R277-607.

The School’s Board of Directors shall review this policy annually. The Board shall also annually review attendance data and consider revisions to this policy to encourage student attendance.

POLICY

Definitions

“Absence” or **“absent”** means the failure of a school-age child assigned to a class or class period to attend a class or class period. “Absence” or “absent” does not mean multiple tardies used to calculate an absence for the sake of a truancy.

“Valid excuse” or **“excused absence”** means an absence resulting from:

- a) an illness, which may be either mental or physical;
- b) a death of a family member or close friend;
- c) a documented medical appointment;
- d) a family emergency;
- e) an approved School activity;

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

- f) a preapproved extended absence for a family activity or travel, consistent with School policy; or
- g) an absence permitted by an individualized education program or Section 504 accommodation plan.

The Principal has the discretion to consider other absences as "valid excuses."

"Valid excuse" or "excused absence" does not mean a parent acknowledgement of an absence for a reason other than those described above.

"Habitual truant" means a school-age child who:

- (1) is in grade 7 or above and at least 12 years old;
- (2) is subject to the requirements of Section 53G-6-202; and
- (3)(a) is truant at least ten times during one school year; or (b) fails to cooperate with efforts on the part of School authorities to resolve the school-age child's attendance problem as required under Section 53G-6-206.

"School-age child" means a minor who is at least six years old but younger than 18 years old and who is not emancipated.

"School day" means the portion of a day that school is in session in which a school-age child is required to be in school for purposes of receiving instruction.

"Truant" means a condition by which a school-age child, without a valid excuse, is absent for (a) at least half of the school day; or (b) if the school-age child is enrolled in a learner verified program, as that term is defined by the State Board of Education, the relevant amount of time under the School's Continuing Enrollment Policy. A school-age child may not be considered truant under this policy more than one time during one day.

Attendance Requirements: Students are allowed a maximum of five (5) unexcused absences per year.

Excused Absences: An oral or written communication documenting a valid excuse must be received from the student's parents/guardian within one (1) business day of the absence in order for the absence to be excused. In the event of multiple consecutive absences, written communication must be received within one (1) business day of the student's return to school.

In the event of an unforeseeable illness or emergency, the School should be notified as soon as reasonably possible.

Preapproved Extended Absence: A parent/guardian may request approval from the Principal prior to a student's extended absence of up to ten (10) days per school year. The Principal will approve the absence if the Principal determines that the extended absence will not adversely impact the student's education.

Make-up Work: Make-up work is permitted for students who have excused absences. The teacher will provide the student or the parent/guardian with any make-up work upon request. Make-up work must be completed within a reasonable timeframe as determined by the teacher.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

Tardiness: A student is tardy if he or she is not in the assigned classroom when the late bell rings. In general, tardiness will be handled on an individual basis with the teacher. If a student is chronically tardy, then the student may be referred to the administration. Elementary students are allowed five (5) tardies per quarter. Middle school students are allowed three (3) tardies per class each quarter.

Notification of Absences and Tardies: In the event a student is absent, parents/guardians will be notified by phone on the day of the absence. Parents and students are responsible for tracking the total number of absences and tardies. Parents will be notified when their student reaches the 4th unexcused absence of the year. Parents of elementary students will be notified when their child is tardy for the 4th time during a given quarter. Parents of Middle school students will be notified if their child is tardy for the 2nd time in a class for the given quarter. If the maximum limit for unexcused absences or tardiness is reached, the Principal will attempt to schedule a meeting with the parents to review the situation and will outline the appropriate corrective action.

Grounds for an Appeal: Students who believe that all or part of their absences and/or tardies should be considered excused may provide a written request to the administrator to review their case.

Notice of Compulsory Education Violation

The School may issue a "notice of compulsory education violation" to a parent/guardian of a school-age child who is in grades 1 through 6 if the student is truant at least five (5) times during the school year.

This notice shall:

1. Direct the parent/guardian to meet with School authorities to discuss the student's attendance problem and cooperate with the Principal and Board to secure regular attendance by the student;
2. Designate the School authorities with whom the parent is required to meet;
3. State that it is a class B misdemeanor for the student's parent or guardian to intentionally or without good cause fail to meet with the designated School authorities to discuss the student's attendance problems, or fail to prevent the student from being truant an additional five (5) more times during the remainder of the school year; and
4. Be served on the parent/guardian by personal service or certified mail.

If School personnel have reason to believe that, after a notice of compulsory education violation is issued, the parent or guardian has failed to make a good faith effort to ensure that the school-age child receives an appropriate education, the issuer of the compulsory education violation shall submit to the Division of Child and Family Services the report required by Utah Code § 53G-6-202(8) (also in accordance with the School's Child Abuse and Neglect Reporting Policy).

Truancy Intervention Program

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

The School's Truancy Intervention Program is established to encourage good attendance and to facilitate the processing of chronically truant students through evidence-based alternative interventions or the juvenile court. Those efforts will include documented earnest and persistent efforts to resolve a student's attendance problems as follows:

- Annual notification of the School's attendance policies will be provided to the parents of all students at the time of registration.
- When a student's attendance is negatively affecting the student's learning, the classroom teacher will notify the student and/or the student's parent(s) of the concern. The teacher will set up a conference with the student and/or the student's parent(s) to identify and resolve any problems that prevent the student from attending school. The student's progress will be monitored.
- If meeting with the student and parent(s) does not adequately address the problems and the student's learning continues to suffer, then the School counselor or Principal will work with the teacher and parent(s) in finding a solution to the problems that are preventing the student from attending to his/her learning. Efforts to resolve the problems may include, but are not limited to, the following: making adjustments to the curriculum or the schedule, counseling of the student by School authorities, considering alternatives proposed by the parent, or providing the parent with a list of community resources to help the family.
- The Principal may consult with a parent/guardian to determine if mitigating circumstances such as medical or psychological problems indicate the use of intervention methods for resolving the attendance problems.
- In the event that the preceding interventions fail, a certified letter will be sent to the parent(s) requesting a formal meeting with the administrator to resolve the attendance problems. A copy of the letter and mailing certificates will be kept by the School.
- The Principal will notify the student and a parent/guardian of the actions the School may take should the student be truant in the future.

Notice of Truancy

Consistent with Section 53G-6-203, the School may issue a notice of truancy to a school-age child who is in grade 7 or above, at least 12 years old, and is truant at least five (5) times during the school year.

A notice of truancy will only be issued after the School has made earnest and persistent efforts to resolve student attendance problems, which efforts may include those set forth above.

A notice of truancy will:

1. Direct the school-age child who receives the notice of truancy, and the parent/guardian of the school-age child, to meet with School authorities to discuss the student's attendance problem and cooperate with the Principal and Board to secure regular attendance by the student;
2. Designate the School authorities with whom the school -age child and parent/guardian is required to meet.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

A notice of truancy will be served on the parent/guardian by personal service or regular mail. The parent/guardian will have the right to appeal a notice of truancy in writing to the Principal within ten (10) days of being issued.

Referrals for Habitual Truancy

In accordance with Utah Code § 53G-8-211(4), the School shall refer a school-age child for prevention and early intervention youth services, as described in Section 62A-7-104, by the Division of Juvenile Justice Services for being a habitual truant if the school-age child refuses to participate in an evidence-based alternative intervention described in Utah Code § 53G-8-211(3)(b), including:

- a mobile crisis outreach team;
- a youth services center operated by the Division of Juvenile Justice Services;
- a youth court or comparable restorative justice program; or
- other evidence-based interventions created and developed by the School or other governmental entities as set forth in Subsection 53G-8-211(3)(b)(v).

The School may refer a school-age child who is a habitual truant to juvenile court or a law enforcement officer or agency if the student refuses to participate in an evidence-based alternative intervention described in Subsection 53G-8-211(3)(b) and fails to participate in prevention and early intervention youth services provided by the Division of Juvenile Justice Services as provided above.

A referral to juvenile court or a law enforcement officer or agency will include:

1. Attendance records for the student;
2. A report of evidence-based alternative interventions used by the School before the referral, including outcomes.
3. The name and contact information of the School representative assigned to actively participate in the court process with the student and the student's family;
4. A report from the Division of Juvenile Justice Services that demonstrates the minor's failure to complete or participate in prevention and early intervention youth services as set forth in Utah Code § 53G-8-211(4); and
5. Any other information that the School considers relevant.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

[Back to PPPT](#)

Early Light Academy
Sex Education Instruction Policy
Approved: October 25, 2018



EARLY LIGHT
ACADEMY

POLICY

The purpose of this policy is to ensure that the Sex Education Curriculum taught at Early Light Academy (the “School”) is compliant with state law. The School will comply with applicable state law regarding the presentation of sex education instruction or instructional programs.

"Sex education instruction or instructional programs" means any course, unit, class, activity or presentation that provides instruction or information to students about sexual abstinence, human sexuality, human reproduction, reproductive anatomy, physiology, pregnancy, marriage, childbirth, parenthood, contraception, HIV/AIDS, sexually transmitted diseases, or refusal skills, as defined in Utah Code § 53G-10-402. While these topics are most likely discussed in courses such as health education, health occupations, human biology, physiology, parenting, adult roles, psychology, sociology, child development, and biology, this policy applies to any course or class in which these topics are the focus of discussion.

Every two years the Board of Directors will (a) review this policy; and (b) review data for the county in which the School is located regarding teen pregnancy, child sexual abuse, sexually transmitted diseases and sexually transmitted infections, and the number of pornography complaints or other instances reported in the School.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.



EARLY LIGHT ACADEMY

Sex Education Instruction Administrative Procedures

These administrative procedures are established pursuant to the Sex Education Instruction Policy adopted by the School's Board of Directors.

In accordance with state law, all sex education instruction or instructional programs will comply with the requirements of Utah Code § 53G-10-402 through -403 and Utah Admin Code R277-474. Specifically, the School will:

- teach sexual abstinence before marriage and fidelity after marriage as methods for preventing certain communicable diseases;
- teach personal skills that encourage individual choice of abstinence and fidelity; and
- obtain prior parental consent before any sex education instruction, maturation education, or other instructional program.

The Director will establish a curriculum materials review committee composed of parents, school employees, and others selected by the Director. If possible, the committee will also include health professionals and school health educators. The committee will have at least as many parents as school employees. The committee will select officers and is subject to the Utah Open and Public Meetings Act. The School's Board of Directors will review and approve the membership of the committee on or before August 1 each year. If the School's Board of Directors is composed of a majority of parents, it may elect to act as the committee.

The curriculum materials review committee will meet on a regular basis, as determined by the members of the committee, select officers for the committee and designate a committee chair, and comply with the Open and Public Meetings Act. The committee will review and make recommendations to the School's Board of Directors regarding instructional materials to be used by the School in connection with sex education instruction or a maturation education program. Program materials and guest speakers supporting instruction on these topics must also be reviewed and approved by the curriculum materials review committee.

Instructional materials used by the School in connection with sex education instruction or a maturation education program must be approved by the School's Board of Directors. These materials will comply with the requirements of applicable law and will be available for parents to review for a reasonable period of time prior to consideration for adoption by the Board of Directors.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

The following topics may not be taught in the School:

- The intricacies of intercourse, sexual stimulation or erotic behavior;
- The advocacy or encouragement of the use of contraceptive methods or devices; or
- The advocacy of premarital or extramarital sexual activity.

The School will comply with the Utah Family Educational Rights and Privacy Act, Utah Code § 53E-9-202 through -203 and obtain parental consent prior to any sex education instruction, maturation education, or other instructional program. At no time will a student be in the classroom during any sex education instruction, maturation education, or other instructional program unless an approval form signed by the student's parent/guardian is on file. The parental notification form will:

- a) explain a parent's right to review proposed curriculum materials in a timely manner;
- b) request the parent's permission to instruct the parent's student in identified course material related to sex education or maturation education;
- c) allow the parent to exempt the parent's student from attendance for a class period where identified course material related to sex education instruction or maturation education is presented and discussed;
- d) be specific enough to give parents fair notice of topics to be covered;
- e) include a brief explanation of the topics and materials to be presented and provide a time, place and contact person for review of the identified curricular materials;
- f) be retained on file with affirmative parental consent for each student prior to the student's participation in discussion of issues protected under Section 53G-10-402; and
- g) be maintained at the School for a reasonable period of time.

Instructors may not intentionally elicit comments or questions about matters subject to parental consent requirements. Additionally, instructors' responses to questions spontaneously raised by students must be brief, factual, objective and in harmony with content requirements of this policy and state law. Responses must also be age appropriate and limited in scope to that reasonably necessary under the circumstances.

The School will ensure that educators with any responsibility for any aspect of sex education instruction will receive appropriate professional development outlining the sex education curriculum and the criteria for sex education instruction. The School will ensure that educators receive this professional development at least once every three years. Additionally, the School will ensure that such educators are familiar with requirements of the Utah Family Educational Rights and Privacy Act.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

HIV & STDs in Utah: 2019 Surveillance Update

In 2019, **134 New HIV Diagnoses** were reported to the Utah Department of Health for a rate of 4.2 cases per 100,000 persons. This is a slightly higher rate of new HIV diagnoses compared with 2018 and the 5-year average rate. Disease investigation specialists at the local health departments interviewed more than 80% of these individuals and 77% were linked to HIV care within 30 days of diagnosis.

At the end of 2018, there were **2,625 People Living With Diagnosed HIV** (PLWDH) in Utah. The Utah Department of Health works with local health departments to improve access to care for these individuals and consequently improve viral suppression rates.

11,071 Chlamydia, **2,883 Gonorrhea**, and **428 Syphilis** cases were reported in 2019. This is the highest number of sexually transmitted diseases (STDs) ever reported in Utah. The rate of chlamydia has been steadily increasing with 345.3 cases per 100,000 persons reported this year, a 19.6% increase from the 2015 rate. Gonorrhea continues to be reported more frequently in Utah with a more than 800% rate increase since a low of 9.8 cases per 100,000 persons was reported in 2011. Although, 2019 saw a slight decrease when compared with previous years. In 2019, the rate of gonorrhea was 89.9 cases per 100,000 persons, which represents a 2.0% decrease from the 2018 rate.

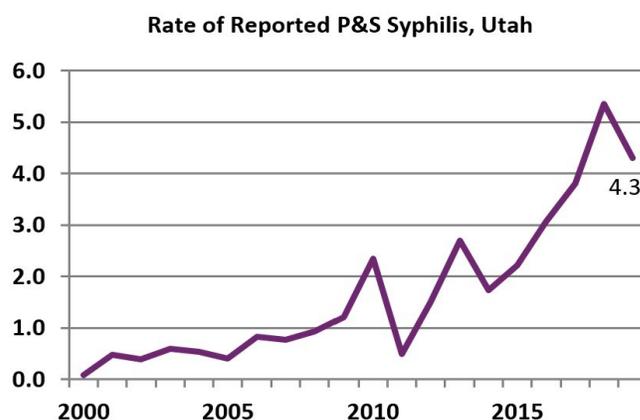
Syphilis has recently been experiencing a resurgence throughout the U.S. and Utah. In 2019, the Utah rate of primary and secondary (P&S) syphilis was 4.3 cases per 100,000 persons. This represents a 19.7% decrease from the 2018 rate; while this reduction in cases from the previous year is encouraging, there remains a general upward trend in rates that is concerning.

Syphilis is concentrated in Utah along the Wasatch Front with more than 70% of 2019 P&S syphilis cases reported in Salt Lake County. The majority of syphilis cases occur among gay, bisexual, and other men who have sex with men (MSM). In 2019 79.0%, or nearly eight out of ten P&S syphilis cases, reported being MSM.

For more information on the rates of STDs and HIV in Utah, please contact the Utah Department of Health, Bureau of Epidemiology at 801-538-6191 or visit <https://ptc.health.utah.gov/>.

For information on HIV prevention, testing, and treatment resources, please visit <https://hivandme.com/>

For more information on STD risks, symptoms, treatment, and prevention, please visit <https://catchtheanswers.utah.gov/>.



HIV & STDs in Utah: 2019 Surveillance Update

Table 1: Reported Cases and Rates of HIV and STDs, Utah, 2015-2019

	2015		2016		2017		2018		2019	
	Cases	Rate [§]	Cases	Rate [§]	Cases	Rate [§]	Cases	Rate [§]	Cases	Rate [§]
HIV	123	4.1	139	4.6	118	3.8	122	3.9	134	4.2
PLWDH [¶]	2,865	96.1	3,005	98.8	2,965	95.6	3,088	97.9	-	-
Chlamydia	8,611	288.8	9,460	311.0	10,135	326.8	10,558	334.8	11,071	345.3
Gonorrhea	1,560	52.3	2,100	69.0	2,541	81.9	2,895	91.8	2,883	89.9
Syphilis, Primary	27	0.9	37	1.2	47	1.5	77	2.4	53	1.7
Syphilis, Secondary	39	1.3	56	1.8	71	2.3	92	2.9	85	2.7
Syphilis, Early Latent	36	1.2	61	2.0	87	2.8	105	3.3	120	3.7
Syphilis, Late or Unknown	88	3.0	106	3.5	97	3.1	146	4.6	170	5.3
Syphilis, Congenital	0	0.0	0	0.0	0	0.0	1	0.0	4	0.1

Table 2: Reported Cases and Rates of HIV and STDs by Local Health District, Utah, 2019

	HIV		Chlamydia		Gonorrhea		P&S Syphilis		EL Syphilis	
	Cases	Rate [§]	Cases	Rate [§]	Cases	Rate [§]	Cases	Rate [§]	Cases	Rate [§]
Bear River	3	-	391	205.7	39	20.5	0	0.0	1	-
Central Utah	1	-	135	160.9	11	13.1*	1	-	0	0.0
Davis County	10	2.8*	1,155	323.6	229	64.2	15	4.7	8	2.2*
Salt Lake County	82	7.1	5,710	495.2	1,898	164.6	97	10.3	80	6.1
San Juan	0	0.0	55	329.7	16	95.9	0	0.0	1	-
Southeastern Utah	2	-	91	215.3	15	35.5	2	-	0	0.0
Southwest Utah	8	3.1*	701	274.0	84	32.8	6	2.3*	3	-
Summit County	1	-	132	315.6	24	57.4	3	-	2	-
Tooele County	0	0	188	265.2	47	66.3	0	0.0	0	0.0
TriCounty	1	-	96	163.0	25	42.5	0	0.0	0	0.0
Utah County	22	3.4	1,362	209.1	246	37.8	5	0.8*	18	2.8
Wasatch County	0	0	57	173.4	7	21.3*	0	0.0	0	0.0
Weber-Morgan	4	1.5*	998	375.7	243	91.5	9	3.4*	7	2.6*

[§] Rate per 100,000 persons

[¶] Estimated number of PLWDH as of December 31st of the reported year (does not include new HIV diagnoses)

* Use caution in interpreting, the estimate has a relative standard error greater than 30% and does not meet UDOH standards for reliability.

Note: Estimates for PLWDH are not yet available for 2019. Rate estimates with relative standard errors greater than 50% have been suppressed.

Data Source: Utah Department of Health, UT-NEDSS (reportable disease surveillance system)



UTAH DEPARTMENT OF
HEALTH

UTAH ADOLESCENT BIRTH DATA 2019

Table 1: Utah Adolescent Birth Rates Age 15-19 by Local Health District per 1,000 Females, 2019

Location	Rate per 1,000 females aged 15-19
TriCounty LHD	22.1
Southeast Utah LHD	18.8
San Juan LHD*	16.6
Weber-Morgan LHD	15.1
Salt Lake County LHD	14.8
Central Utah LHD	13.6
Southwest Utah LHD	13.0
Tooele County LHD	12.6
Bear River LHD	10.9
Wasatch County LHD	9.5
Davis County LHD	8.8
Utah County LHD	7.6
Summit County LHD*	6.9
State of Utah	12.0
U.S. (2018)	17.4

*Interpret with caution. Small numbers may affect the reliability of this information.
 Source: Data are from Utah Department of Health. IBIS-PH ibis.health.utah.gov (downloaded September 11, 2020). U.S. data is for 2018 and available at https://www.cdc.gov/nchs/data/nvsr/nvsr68/nvsr68_13-508.pdf

Table 2. Utah Adolescent Birth Rates by Small Area (Ages 15-19) per 1,000 Females, 2019			
Location	Rate	Location	Rate
West Valley (Center)	40.7	Utah County (South) V2	14.6
Salt Lake City (Glendale) V2	40.3	Hurricane/La Verkin	14.6
West Valley (East) V2	40.2	Blanding/Monticello	14.1
Daggett and Uintah County	32.3	Layton/South Weber	14.0
Taylorsville (East)/Murray (West)	32.3	North Salt Lake	13.5
Salt Lake City (Rose Park)	30.5	Wasatch County	13.0
Midvale	29.7	Roy/Hooper	12.8
South Salt Lake	29.6	North Logan	12.3
Ben Lomond	29.4	Summit County (East)	12.0
Kearns V2	29.3	Washington City	11.4
Murray	28.4	Orem (West)	11.0
West Valley (West) V2	27.7	West Jordan (West)/Copperton	11.0
San Juan (Other)	26.2	Spanish Fork	10.4
Ogden (Downtown)	26.0	Sandy (Center) V2	10.3
Tremonton	26.0	Eagle Mountain/Cedar Valley	10.3
Provo (West City Center)	25.1	Orem (East)	9.8
Richfield/Monroe/Salina	24.7	Lehi	9.4
Magna	23.8	Smithfield	9.3
Duchesne County	23.6	Ivins/Santa Clara	8.6
Orem (North)	21.3	Holladay V2	7.7
Emery County	21.0	Bountiful	7.7
Delta/Fillmore	20.0	Sanpete Valley	7.7
Southwest LHD (Other)	19.8	Logan V2	7.3
Riverdale	19.8	Woods Cross/West Bountiful	7.2*
West Jordan (Northeast) V2	19.6	Herriman	7.1
Grand County	19.1	Saratoga Springs	7.0
Clearfield Area/Hooper	19.1	Provo (East City Center)	6.7
Washington County (Other) V2	19.0	Syracuse	6.6
Central (Other)	19.0	South Jordan V2	6.6
Taylorsville (West)	18.5	Riverton/Bluffdale	6.5
Brigham City	18.2	Pleasant Grove/Lindon	6.4
West Jordan (Southeast)	17.9	Millcreek (South)	6.1
Sandy (West)	17.9	Cache County (Other)/Rich County (All) V2	6.0
Carbon County	17.8	Salt Lake City (Downtown) V2	5.8
Payson	17.3	Salt Lake City (Sugar House)	5.7
Hyrum	17.2	American Fork	5.6
Tooele Valley	16.9	Weber County (East)	5.4
Cedar City	16.9	Farmington	5.3
South Ogden	16.8	Draper	5.1
Box Elder County (Other) V2	15.9	Kaysville/Fruit Heights	5.1
St. George	15.9	Mapleton	5.1*
Nephi/Mona	15.7	Centerville	5.0*
Tooele County (Other)	15.5	Salem City	4.9*
Springville	15.0	Cottonwood	4.6

Sandy (Northeast)	4.3*	
Daybreak	4.2	
Morgan County	4.0*	
Park City	3.8*	
Salt Lake City (Foothill/East Bench)	3.0*	
Millcreek (East)	3.0*	
Alpine	2.3*	
Salt Lake City (Avenues)	2.2*	
Provo/BYU	1.7	
Sandy (Southeast)	1.5*	
Salt Lake City (Southeast Liberty)	**	
Utah (3-year average)	14.1	

Rates are based on years 2017-2019
*Small numbers make the rates unreliable and do not meet the reliability standards for the Utah Department of Health
** Suppressed
Data are from Utah Department of Health IBIS-PH ibis.health.utah.gov (downloaded September 11, 2020)

Table 3. Utah Adolescent Birth Rates, Age 15-19 Rates by Ethnicity per 1,000 Females, 2019	
Ethnicity	Rate per 1,000 Females
Hispanic Females	28.4
NonHispanic Females	8.0

Data are from Utah Department of Health IBIS-PH ibis.health.utah.gov (downloaded September 11, 2020)

Table 4. Utah Adolescent Birth Rates, Age 15-19 by Race per 1,000 Females, 2019	
Race	Rate per 1,000 Females
Other Race	38.7
American Indian or Alaska Native	23.36
Black or African American	22.62
Native Hawaiian or Other Pacific Islander	10.87
White	10.17
Asian	5.04

Data are from Utah Department of Health IBIS-PH ibis.health.utah.gov (downloaded September 11, 2020)

More detailed data can be found on Utah’s Public Health Indicator Based Information System (IBIS) (<https://ibis.health.utah.gov/topic/Index.html>) You may also contact the Maternal & Infant Health Program Epidemiologist, Nicole Stone (nstone@utah.gov or 801-273-2873), or the Teen Pregnancy Prevention Specialist, Elizabeth Gerke (egerke@utah.gov or 801-273-2870), for data specific to your area or population.

By County

Count of Victims with Supported Sexual Abuse

If youth had more than one case with at least one supported sexual abuse allegation, they were counted each time (but only once/case).

County Name	Sexual Abu..	Case End Date					
		FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
BEAVER	Y	<25	<25	<25	<25	<25	<25
BOX ELDER	Y	45	44	25	51	50	48
CACHE	Y	54	72	51	80	71	82
CARBON	Y	<25	<25	<25	<25	27	<25
DAGGETT	Y			<25			<25
DAVIS	Y	171	191	163	203	195	184
DUCHESNE	Y	42	41	31	32	<25	<25
EMERY	Y	<25	<25	<25	<25	<25	<25
GARFIELD	Y	<25	<25	<25		<25	
GRAND	Y	<25	<25	<25	<25	<25	<25
IRON	Y	33	58	59	40	50	42
JUAB	Y	<25	<25	<25	<25	<25	<25
KANE	Y	<25	<25	<25	<25	<25	<25
MILLARD	Y	<25	<25	<25	<25	<25	<25
MORGAN	Y	<25		<25	<25	<25	<25
PIUTE	Y			<25			
RICH	Y		<25				<25
SALT LAKE	Y	748	753	744	690	755	763
SAN JUAN	Y	<25	<25	<25	<25	<25	<25
SANPETE	Y	37	38	29	37	51	32
SEVIER	Y	<25	<25	<25	<25	<25	<25
SUMMIT	Y	<25	<25	<25	<25	<25	<25
TOOELE	Y	48	65	64	81	73	75
UINTAH	Y	57	59	56	59	37	35
UTAH	Y	375	321	344	354	392	297
WASATCH	Y	<25	<25	<25	<25	<25	<25
WASHINGTON	Y	97	80	92	92	82	86
WAYNE	Y	<25				<25	<25
WEBER	Y	151	133	154	154	209	191

<25 broken down by Case End Date Year vs. County Name and Sexual Abuse Yn. The data is filtered on State Abrv, which keeps UT. The view is filtered on County Name, which keeps 29 of 92 members.

Grouped Counties to Show Numbers

Count of Victims with Supported Sexual Abuse

If youth had more than one case with at least one supported sexual abuse allegation, they were counted each time (but only once/case).

County Name (group) 1	Sexual Abuse Yn	Case End Date				
		FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
BEAVER, GARFIELD, IRON, KANE, PIUTE, WAYNE	Y	59	83	79	62	68
BOX ELDER	Y	45	44	25	51	50
CACHE & RICH	Y	54	73	51	80	71
CARBON, EMERY, GRAND	Y	27	31	32	43	38
DAGGETT, DUCHESNE, UINTAH	Y	99	100	88	91	59
DAVIS	Y	171	191	163	203	195
JUAB, MILLARD, TOOELE	Y	71	86	86	106	99
MORGAN, SUMMIT, WASATCH	Y	38	47	29	45	36
SALT LAKE	Y	748	753	744	690	755
SANPETE & SEVIER	Y	51	62	43	55	64
UTAH	Y	375	321	344	354	392
WASHINGTON	Y	97	80	92	92	82
WEBER	Y	151	133	154	154	209

Count of Victim Id broken down by Case End Date Year vs. County Name (group) 1 and Sexual Abuse Yn. The data is filtered on State Abrv and County Name. The State Abrv filter keeps UT. The County Name filter keeps 29 of 92 members.

Grouped Counties to Show Numbers

Count of Victims with Supported Sexual Abuse

If youth had more than one case with at least one supported sexual abuse allegation, they were counted each time (but only once/case).

County Name (group) 1	Sexual Abuse Yn	Case End ..
		FY 2020
BEAVER, GARFIELD, IRON, KANE, PIUTE, WAYNE	Y	60
BOX ELDER	Y	48
CACHE & RICH	Y	84
CARBON, EMERY, GRAND	Y	31
DAGGETT, DUCHESNE, UINTAH	Y	53
DAVIS	Y	184
JUAB, MILLARD, TOOELE	Y	97
MORGAN, SUMMIT, WASATCH	Y	44
SALT LAKE	Y	763
SANPETE & SEVIER	Y	45
UTAH	Y	297
WASHINGTON	Y	86
WEBER	Y	191

Count of Victim Id broken down by Case End Date Year vs. County Name (group) 1 and Sexual Abuse Yn. The data is filtered on State Abrv and County Name. The State Abrv filter keeps UT. The County Name filter keeps 29 of 92 members.

[Back to PPPT](#)

Early Light Academy
Arrest Reporting Policy
Adopted: August 11, 2009
Amended: September 18, 2015



POLICY

The Board of Directors of the School recognizes the importance of receiving information regarding arrests of employees that are not licensed by the Utah State Office of Education in order to assist the School in adequately safeguarding the safety of students.

Required Reports

(a) Non-USOE-licensed employees of the School, (b) volunteers, (c) Board Members, and (d) any School employees who drive a motor vehicle as part of their employment responsibilities must report to the Principal information regarding the following matters:

- Convictions, including pleas in abeyance and diversion agreements;
- Any matters involving arrests for alleged sex offenses;
- Any matters involving arrests for alleged drug-related offenses;
- Any matters involving arrests for alleged alcohol-related offenses; and
- Any matters involving arrests for alleged offenses against the person under Title 76, Chapter 5 (i.e., assault, battery, etc.)

Timeline for Reports

Current employees of the School must provide the required reports to the Principal within seven (7) days of receiving notification of this policy from the Principal. Thereafter, employees of the School must submit required reports to the Principal within seven (7) days of the event necessitating the report. New employees of the School must report this information prior to commencing work for the School.

Procedure for Review of Reports

The Principal will review and investigate all reports received pursuant to the policy and determine whether any employment action is necessary to protect the safety of students.

The Principal will maintain the confidentiality of the information submitted and only share such information with individuals who have a legitimate need to know. Information regarding the reports, the results of any investigation, the Principal's determination and any action taken will be

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

maintained in a separate, confidential employment file. These records will only be kept as long as the Principal determines it is necessary to protect the safety of students.

Required Action

Any individual who reports a matter involving alleged sex offenses or other alleged offenses which may endanger students shall be immediately suspended from all student supervision responsibilities during the period of investigation.

Any individual who reports a matter involving alcohol or drugs shall be immediately suspended from transporting students, operating motor vehicles on school business, or operating or maintaining school vehicles during the period of investigation.

Training

The Principal will ensure that individuals subject to this policy receive appropriate training regarding their arrest reporting obligations.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

Utah Open & Public Meetings Act Annual Training Materials

DEFINITIONS

Public Policy: it is the intent of the Open and Public Meetings Act (the “Act”) that public bodies take their actions *and* conduct their deliberations openly.

A “**Meeting**” is defined as (i) the “convening” of a public body (ii) with a “quorum” present. This includes a workshop or an executive session, whether in person or by means of electronic communications.

Electronic Message Transmissions. The Act does not restrict a board member from transmitting an electronic message to other board members at a time when the board is not convened in an open meeting. (Remember, electronic messages are subject to the Government Records Access Management Act and the Act’s definition of a “meeting.”)

“**Convening**” means the calling together of the board by a person authorized to do so for the purpose of discussing, receiving comments from the public about, or acting upon a matter over which the board has jurisdiction or advisory power.

A “**Quorum**” is defined by the organization’s bylaws.

NOTICE REQUIREMENTS

Notice of public meetings must be: (i) posted at the principal office, or if that does not exist, at the building where the meeting is to be held; (ii) posted on the Utah Public Notice Website (www.utah.gov/pmn/); and (iii) provided to newspaper/media (accomplished by posting on the Utah Public Notice website).

- 1) Notice must be provided no less than 24 hours prior to the meeting.
- 2) Notice must include the meeting agenda, date, time, and place.
- 3) Annual Notice. If regular meetings are scheduled in advance over the course of a year, the board must give notice at least once each year of its annual schedule (date, time, place).
- 4) Agendas. The agenda must provide reasonable specificity of each topic that will be considered at the board meeting.

Public Comment. At the discretion of the board chair, a topic raised by the public can be discussed during the meeting even if it was not included on the agenda. However,

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

the board cannot take final action on a topic unless it was included on a properly noticed agenda.

- 5) Emergency Meetings. If the board holds an “emergency meeting,” as defined by §52-4-202(5), the notice requirements above do not apply. Emergency meetings are limited to unforeseen circumstances that require immediate consideration, and the best practicable notice is still required.

ELECTRONIC MEETINGS - A board can hold an electronic meeting if it has adopted a resolution/rule/ordinance governing the use of electronic meetings (satisfied by adopting Electronic Meetings Policy).

- 1) Electronic Meeting Notice Requirements. In addition to the public notice requirements for a regular meeting, notice for an electronic meeting must also include: (i) written notice at the anchor location (unless no anchor location exists in accordance with the exception below); and (ii) 24 hr. minimum notice to board members with a description of how they will be connected to the meeting.
- 2) Anchor Location Requirements. When holding an electronic meeting, the board must identify an “anchor location” and provide space where members of the public can attend the open portions of the meeting. The anchor location must be in the building/location where the board would normally meet if they were not holding an electronic meeting.

Exception to Anchor Location Requirement: No anchor location is required if the board chair determines: (i) that having an anchor location presents a substantial risk to the health or safety of those present at the anchor location; or (ii) the location where the board would normally meet has been ordered closed for public health/safety reasons. If no anchor location will be made available under this exception, the public notice for the meeting must include a statement of the chair’s risk determination, a summary of the facts supporting the determination, and information on how the public can attend electronically. The determination is valid for 30 days.

REQUIRED OPEN MEETING RECORDS - Written minutes and a recording shall be kept for all open meetings.

- 1) Written Minutes. Minutes must include the following:
 - a) the date, time and place of the meeting;
 - b) the names of members present and absent;
 - c) the substance of all matters proposed, discussed or decided (or audio link);
 - d) a record, by individual member, of each vote taken;

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

- e) the name of any person who provides comments to the board, as well as a brief summary (or audio link) of their comment; and
- f) any information that a board member asks to be entered in the minutes.

Note: Pending minutes must indicate they are not approved.

- 2) Audio Recording. The board must maintain a complete and unedited recording of all open portions of each meeting.

Note: members of the public can record the meeting so long as it does not interfere with the meeting.

- 3) Public Availability of Records:

- a) *Pending Minutes*: must be made available within a reasonable time after the meeting.
- b) *Approved Minutes & Meeting Materials*: within three (3) business days after approving written minutes, the board must: (i) post the approved minutes *and* meeting materials distributed at the meeting to the Public Notice Website; and (ii) make both available at the primary office.

Note: If an individual presents or provides electronic information related to an agenda item, the board shall require a copy to be included in the public record.

- c) *Recording*: within three (3) business days, make the audio recording available to the public.

CLOSED SESSION REQUIREMENTS - A meeting is open to the public unless closed under §52-4-204, -205, -206.

- 1) A meeting may be closed to the public by a 2/3 majority vote to close.
- 2) Closed Session Voting. No vote can be taken in a closed meeting, except for a vote to end the closed meeting and return to an open meeting (requires a majority vote).
- 3) Permissible Reasons for Closed Session. Discussions regarding: an individual's character, competence, mental health; collective bargaining; pending or imminent litigation; sale/purchase of real property; security personnel, devices or system discussions; investigative proceedings for criminal misconduct; or when acting as the evaluation committee, protest officer, or appeals committee under the procurement code.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

4) Public Record of Closed Session. The public minutes and recording must include: (i) the reason(s) for holding the closed session; (ii) the location; and (iii) the vote, by name, of all members for or against closing the meeting.

5) Closed Session Records:

a) *Recording Requirement*. Closed meetings must be recorded in their entirety *unless* the meeting was closed to discuss: (i) the character, professional competence or physical/mental health of an individual; or (ii) to discuss security personnel, devices or systems.

The closed session recording must include: (i) the date, time and place of the closed meeting; (ii) the names of members present and absent; and (iii) the names of all others present in the closed session unless disclosure infringes on the confidentiality purposes of the closed meeting.

Note: if the meeting was not recorded under the exceptions noted above, the board chair/president must sign a sworn statement affirming that the sole purpose for closing the closed meeting was to discuss one of the exempt purposes.

b) Closed session minutes are optional.

c) Closed session recordings and minutes are “protected records” under Utah’s Government Records Access Management Act.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

AFFIRMATION OF TRAINING

In accordance with the requirements of UCA §52-4-104. et. seq., Utah's Open and Public Meetings Act, I _____ and pursuant to the provisions of UCA §78B-5-705, make this written declaration upon oath, subscribed and dated under penalty as provided by said section and affirm as follows:

I have completed the required annual training for a member of the **EARLY LIGHT ACADEMY Board of Directors** by way of the follow:

- Online video
- Review of PDF presentation I received via e-mail (the state legislature version) or other source
- Review of PowerPoint presentation that received via e-mail or other source
- Other: _____

Executed and dated this _____ day of _____, 20_____

Board Member Signature

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.



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.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

Fraud Risk Assessment

Continued

*Total Points Earned: 370/395 *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?	X	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	X	5
b. Procurement?	X	5
c. Ethical behavior?	X	5
d. Reporting fraud and abuse?	X	5
e. Travel?	X	5
f. Credit/Purchasing cards (where applicable)?	X	5
g. Personal use of entity assets?		5
h. IT and computer security?	X	5
i. Cash receipting and deposits?	X	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	X	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	X	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	X	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?	X	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?	X	20
7. Does the entity have or promote a fraud hotline?	X	20
8. Does the entity have a formal internal audit function?		20
9. Does the entity have a formal audit committee?	X	20

*Entity Name: Early Light Academy

*Completed for Fiscal Year Ending: 30 June 2021 *Completion Date: 28 June 2021

*CAO Name: Stephanie Schmidt *CFO Name: David Bourne

*CAO Signature: _____ *CFO Signature: _____

*Required

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

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?	✓			
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?	✓			
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".				✓
4. Are all the people who have access to blank checks different from those who are authorized signers?	✓	✓		
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?	✓			
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?	✓			
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".	✓			
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".	✓			
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".	✓			
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	✓			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	✓			
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".	✓			

* MC = Mitigating Control

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

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.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

[Back to Agenda](#)



Board Member Annual Commitment to Ethical Behavior

I understand that as a board member of **Early Light 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 _____
Eric Montague

Date

Signature _____
Jenn Lund

Date

Signature _____
David Bourne

Date

Signature _____
Andrea Johsnon

Date

Signature _____
Candice Mitchell

Date

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

Early Light Academy
Ethics Policy
Adopted: September 9, 2013



Early Light Academy (the “School”) adopts this policy to ensure that individuals associated with the School, including Board Members and employees, conduct themselves consistent with high standards of ethics and with applicable law.

Any allegation of a violation of this policy should be reported to the School’s Board of Directors in accordance with the School’s Staff Grievance Policy or Parent Grievance Policy, as applicable. The Board will ensure that all allegations of ethics violations are promptly investigated and that appropriate action is taken based on the results of the investigation.

No Board Member or School employee may violate Utah Code 76-8-105, which precludes the solicitation or receipt of a bribe.

No Board Member or School employee may violate the Utah Public Officers’ and Employees’ Ethics Act (Utah Code 67-16-1, et seq.), which, among other requirements, precludes Board Members and School employees from:

- (a) accepting employment or engaging in any business or professional activity that he/she might reasonably expect would require or induce him/her to improperly disclose controlled information that he/she has gained by reason of his/her official position;
- (b) disclosing or improperly using controlled, private, or protected information acquired by reason of his/her official position or in the course of official duties in order to further substantially his/her personal economic interest or to secure special privileges or exemptions for himself/herself or others;
- (c) using or attempting to use his/her official position to:
 - [i] further substantially his/her personal economic interest; or
 - [ii] secure special privileges or exemptions for himself/herself or others;
- (d) accepting other employment that he/she might expect would impair his/her independence of judgment in the performance of his/her public duties;
- (e) accepting other employment that he/she might expect would interfere with the ethical performance of his/her public duties; or
- (f) except as otherwise allowed in the law, knowingly receiving, accepting, taking, seeking, or soliciting, directly or indirectly for himself/herself or another a gift of substantial value or a substantial economic benefit tantamount to a gift:

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

- [i] that would tend improperly to influence a reasonable person in the person's position to depart from the faithful and impartial discharge of the person's public duties;
- [ii] that he/she knows or that a reasonable person in that position should know under the circumstances is primarily for the purpose of rewarding him/her for official action taken; or
- [iii] if he/she recently has been, is now, or in the near future may be involved in any governmental action directly affecting the donor or lender, unless a disclosure of the gift, compensation, or loan and other relevant information has been made in the manner provided in Utah Code 67-16-6.

Licensed educators of the School must comply with Utah Educator Standards contained at R277-515-3 pertaining to the ethical conduct required of all licensed educators in the state of Utah.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

[Back to Agenda](#)

Early Light Academy Board Meeting Minutes Wednesday, May 19, 2021

Location: 11709 S. Vadiana Drive, South Jordan, Utah 84009



In Attendance: Eric Montague, Andrea Johnson, Jenn Lund, Candice Mitchell, David Bourne

Others in Attendance: Steph Schmidt, Dawn Kawaguchi, Stacey Phillips, Brad Taylor (via phone 8:51 p.m.)

***SCHOOL MISSION:** The mission of the Early Light Academy is to deliver a high-quality education with a deep, rich and engaging curriculum utilizing effective instructional techniques and emphasizing history, taking our students from the Stone Age to the Space Age, the Information Age and beyond.*

***SCHOOL VISION:** Understanding history sheds light on our future. Our actions today will impact our tomorrow.*

MINUTES

8:40 AM – CALL TO ORDER

There was no PUBLIC COMMENT.

REPORTS

- Directors Report by Director Schmidt
 - ✓ 14th Annual POW on May 14th – Advance theatre students write, direct, act and design original 10-minute one act plays and monologues
 - ✓ 9th Grade Capstone Event
 - Elk Ranch
 - The View for dinner
 - U of U Ropes Course
 - Jr High dance at the school
 - ✓ History Fair
 - ✓ BOGO Book Fair May 27th in the gym
 - ✓ Currently have a RFP out for Food Service due June 7th
 - ✓ Teachers turn tech carts on May 28th
 - ✓ Social/Emotional Wellness
 - ✓ Current COVID count is 2
 - ✓ Mask mandate update starting June 1st (last week of school)
 - ✓ End of year lunch June 3rd for staff from 1-3
 - ✓ Swig gift cards to staff from board
- Financial Report

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

- ✓ Next month we will have a heavy budget discussion. Look for financials coming out in the next week.
- ✓ 3rd Round of ESSR money coming soon (federal relief funding)
- ✓ We are at about 83% through the budget
- ✓ David asked if we will be receiving more federal revenue. Brad stated that this is the COVID money and will offset the decrease in the local revenue due to the lunch program. COVID money has deadline dates out as far as 2023. There was a discussion on the federal lunch program and how they have covered lunch for all students for the entire school year. It is possible that the feds will extend the food service program for next school year.
- ✓ The expense side things look great. Brad reminded the board about the summer payroll accruals.
- ✓ Big ticket items that are paid upfront in July and January under Property and Debt Services. Things look good and Brad expects that the end the year will be even better than what the financials are showing right now.
- ✓ Review of balance sheet (operating cash). We are up in cash from last year so Brad will be talking with David for a possible movement of money to the PTIF so you can earn some interest on it.
- ✓ David asked about any information on possible refinance. Brad stated that David Robertson has requested some information that he is working on for the school.
- ✓ Stephanie would like to talk to Brad about funds for staff bonuses.

BOARD TRAINING

- Review School Mission and Vision – Eric stated that he asked Kim what the best practices that other boards are doing to help parents understand the role of the board. Other boards read a board mission statement at the beginning of their meetings so that it's understood of what the board does with some key words. He reviewed the school mission and vision.
- Create Board Mission Statement – Eric has worked with Kim on some possible board mission statements. He read the recommended the mission statement. It is as follows:
 - ✓ **Board mission statement:** It is the mission of the ELA board to support the school's mission and vision while making academic growth and achievement a priority. The board will govern not manage, it will act in a manner that maintains financial stability, it will speak and act as a unified voice.

There was a discussion on where the mission statement should be posted and when it should be read in a board meeting. Candice would like a more definitely understanding of the differentiation of governing vs. managing because she thinks that the parents need more clarity on what that means. Eric stated that his intention was to present it to the board and discuss it today. He asked Candice if she would rework the mission statement and send it out to the board so that they can approve it at the next board meeting in June. Eric asked if any board members had any changes to the Board Rules of Conduct and Procedure that we discussed last month.

CONSENT ITEMS

- April 21, 2021 Board Meeting Minutes – There was no further discussion.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

- April 21, 2021 Closed Session Affidavit – There was no further discussion. **Eric Montague made a motion to approve the consent items. David Bourne seconded the motion. The roll call votes were as follows:**
 - Eric Montague – Aye**
 - Jenn Lund – Aye**
 - David Bourne – Aye**
 - Andrea Johnson – Aye**
 - Candice Mitchell – Aye****Motion passed unanimously.**

VOTING ITEMS

- Amended Board Rules of Order & Procedure – There was no further discussion.
- 2021-2022 TSSA Plan – Stephanie reviewed the 2021-2022 TSSA Plan. This is a plan that is required to be approved each year. This is similar to what we did for this current year. There was a discussion on why there is no goal on numeracy. Stacey informed the board that the Early Literacy Plan for next year will include math and will be called the Early Learning Plan.
- Amended Dress Code Policy – Stephanie stated that we added black as a color due to a request from the Jr. high because it’s hard to tell the difference between black and navy blue. We also clarified PEAK dress down days. Due to the new fee waiver requirement, we can’t require students to pay so this just clarifies that as well as what is acceptable as dress down. There was a discussion regarding masks. Eric would like to add another bullet under “Accessories” that says, “Appropriate health-related face coverings are permitted” as well amend the last bullet under “Not Allowed” to “Head coverings, non-health related masks, or weapons.”

Eric Montague made a motion to approve the amended Board Rules of Order and Procedure; and the 2021-2022 Teacher Student Success Act Plan. David Bourne seconded the motion. The roll call votes were as follows:

Eric Montague – Aye
Jenn Lund – Aye
David Bourne – Aye
Andrea Johnson – Aye
Candice Mitchell – Aye
Motion passed unanimously.

Eric Montague made a motion to approve the amended Dress Code Policy with the changes under “Accessories” add “Appropriate health-related face covering are permitted” and under “Not Allowed” amend to say “Head coverings, non-health related masks, or weapons.” David Bourne seconded the motion. The roll call votes were as follows:

Eric Montague – Aye
Jenn Lund – Aye
David Bourne – Aye

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

**Andrea Johnson – Aye
Candice Mitchell – Aye
Motion passed unanimously.**

CALENDARING

- Staff Party June 3rd
- PreBoard Meeting – June 7th @ 10:00 am
- Next Board Meeting – Reschedule June 28th @ 8:30 am
- REMINDER:
 - ✓ Audit Committee Training – Dawn will follow up on an email.
 - ✓ Online Introductory Training for School Board Members (Fraud Risk)
- Appreciation and Thanks – Eric expressed his appreciation and thanks for a wonderful job well done this year and he awarded Steph with a bonus from the board.

9:43 AM – David Bourne CLOSED SESSION to discuss the character, professional competence, or physical or mental health of an individual pursuant to Utah Code 52-4-205(I)(a). Jenn Lund seconded the motion. The roll call votes were as follows:

**Eric Montague – Aye
Jenn Lund – Aye
David Bourne – Aye
Andrea Johnson – Aye
Candice Mitchell – Aye**

Motion passed unanimously.

10:10 AM – David Bourne made a motion to ADJOURN. Eric Montague seconded the motion. The roll call votes were as follows:

**Eric Montague – Aye
Jenn Lund – Aye
David Bourne – Aye
Andrea Johnson – Aye
Candice Mitchell – Aye**

Motion passed unanimously.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

[Back to Agenda](#)

**Early Light Academy
Closed Session Affidavit
Wednesday, May 19, 2021**

Location: 11709 S. Vadiana Drive, South Jordan, Utah 84009



In Attendance: Eric Montague, Andrea Johnson, Jenn Lund, Candice Mitchell, David Bourne

Others in Attendance: Steph Schmidt, Dawn Kawaguchi, Stacey Phillips

The mission of the Early Light Academy is to deliver a high-quality education with a deep, rich and engaging curriculum utilizing effective instructional techniques and emphasizing history, taking our students from the Stone Age to the Space Age, the Information Age and beyond.

Affidavit

This Closed Session was held to discuss the character, professional competence, or physical or mental health of an individual pursuant to Utah Code 52-4-205(I)(a).

Eric Montague, Board President

Date

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

[Back to Agenda](#)

**Early Light Academy
Proposed Amended FY21 and Initial FY22 Budgets
For Approval at June 28, 2021 Board Meeting**

	Year Ending 6/30/2020	Year-to-Date 6/30/2021	Year Ending 6/30/2021	Year Ending 07/01/2020 Through 6/30/2022	07/01/2020 Through 4/30/2021
	PY Actuals	CY Approved	FY21 Amended PROPOSED FINAL	FY22 Proposed INITIAL	CY Actuals YTD
Net Income					
Income					
Revenue From Local Sources	265,262	238,500	152,800	185,000	126,982
Revenue From State Sources	7,896,955	7,991,507	8,143,127	8,536,152	6,826,070
Revenue From Federal Sources	220,862	316,485	632,089	430,230	262,110
Loan Proceeds	0	0	0	0	0
Total Income	8,383,079	8,546,492	8,928,016	9,151,382	7,215,162
Expenses					
Instruction/Salaries	3,590,062	3,789,039	4,096,882	4,308,432	2,993,698
Employee Benefits	1,045,227	1,153,496	1,196,427	1,222,425	813,570
Purchased Prof & Tech Serv	695,358	707,028	707,028	707,028	529,096
Purchased Property Services	371,247	400,000	400,000	435,000	339,378
Other Purchased Services	79,550	96,000	82,000	98,000	55,669
Supplies & Materials	533,306	636,744	697,134	603,517	549,032
Property	1,018,671	130,316	137,815	150,315	128,599
Debt Services & Miscellaneous	1,428,978	1,432,000	1,432,000	1,434,800	1,403,855
Total Expenses	8,762,399	8,344,623	8,749,285	8,959,517	6,812,897
Total Net Income	(379,320)	201,869	178,731	191,865	402,265

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

ELA Board of Director's Meeting Monday, June 28, 2021

Voting Item: *Amended 2021-2022 School Calendar*

Issue

The Board must approve the annual school calendar that meets the state requirements of 180 days and 990 hours of instruction. (A school day must have a minimum of 4 instructional hours.)

Background

The administration has decided to change the fall and winter conferences to a Thursday and Friday so that the second day is an early out and the teachers can be done by 4 p.m.

- Fall Conference was September 22-23 with a Comp Day on September 24. Fall Conference is now changed to September 23-24 and the Comp day is now September 27.
- Winter Conference was February 9-10 with a Comp Day on February 11. Winter Conference is now February 10-22 and the Comp Day is now February 18.

This calendar meets the required (180) days and have the required (990) hours. We have a "Sharpen Your Saw" day on March 28th to use in case we have a "snow day".

Recommendation

It is recommended that the Board approve the amended 2021-2022 school calendar.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

Early Light Academy Elementary 2021-2022

MONTH	STUDENT DAYS PER MONTH	FULL DAYS	EARLY RELEASE DAYS	TEACHER COMP DAYS	LEGISLATIVE PD DAYS	NEW TEACHERS ONLY WORK DAYS	ALL TEACHERS ONLY WORK DAYS	TEACHER DAYS PER MONTH
August	12	9	2		1	4	4	20
September	21	16	4	1				21
October	16	12	4					16
November	17	14	3					17
December	13	10	3					13
January	20	15	4		1			20
February	19	15	3	1				19
March	22	18	3		1			22
April	16	12	4					16
May	21	17	4					21
June	3	1	1		1			3
Total Days	180	139	35	2	4	4	4	188
Total Hours	1018.00	845.58	137.08	11.00	24.33	N/A	N/A	N/A

STUDENT HOUR CALCULATIONS	STUDENT FULL DAYS	STUDENT EARLY RELEASE DAYS
Start	8:25 AM	8:25 AM
End	3:10 PM	1:00 PM
<i>Elapsed Time</i>	405.00	275.00
Passing Time	0	0
Lunch	40	40
Total Minutes	365.00	235.00
EMPLOYMENT AGREEMENT INFORMATION		
DAYS	NEW TEACHERS	RETURNING TEACHERS
Start Date	3-Aug	10-Aug
End Date	3-Jun	3-Jun
20-21 Work Days	189	185
21-22 Work Days	188	184
Difference	-1	-1

Early Light Academy Jr. High 2021-2022

MONTH	STUDENT DAYS PER MONTH	FULL DAYS	EARLY RELEASE DAYS	TEACHER COMP DAYS	LEGISLATIVE PD DAYS	NEW TEACHERS ONLY WORK DAYS	ALL TEACHERS ONLY WORK DAYS	TEACHER DAYS PER MONTH
August	12	9	2		1	4	4	20
September	21	16	4	1				21
October	16	12	4					16
November	17	14	3					17
December	13	10	3					13
January	20	15	4		1			20
February	19	15	3	1				19
March	22	18	3		1			22
April	16	12	4					16
May	21	17	4					21
June	3	1	1		1			3
Total Days	180	139	35	2	4	4	4	188
Total Hours	1003.85	838.63	130.08	11.00	24.13	N/A	N/A	N/A

STUDENT HOUR CALCULATIONS	STUDENT FULL DAYS	STUDENT EARLY RELEASE DAYS
Start	8:25 AM	8:25 AM
End	3:10 PM	1:00 PM
<i>Elapsed Time</i>	405.00	275.00
Passing Time	12	12
Lunch	31	40
Total Minutes	362.00	223.00
EMPLOYMENT AGREEMENT INFORMATION		
DAYS	NEW TEACHERS	RETURNING TEACHERS
Start Date	3-Aug	10-Aug
End Date	3-Jun	3-Jun
20-21 Work Days	189	185
21-22 Work Days	188	184
Difference	-1	-1

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

**ELA Board of Director's Meeting
Monday, June 28, 2021**

Voting Item: *Engage School's Auditor*

Issue:

The school's agreement with Eide Bailly for audit attestation services are required to be approved each year.

Background:

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 and fall enrollment, state compliance procedures, and possibly a single audit. A single audit will be required if the school incurs more than \$750,000 in federal expenditures. Each year the school is required to approve the aforementioned services. If approved, audit engagement letters will be provided for the board president's signature.

This year Eide Bailly will be sending the audit engagement letters electronically through DocuSign. Sample letters are provided in this packet

Recommendation:

It is recommended that the Board approve the engagement of services provided by Eide Bailly for the year ending June 30, 2021 and allow the Board President to sign on behalf of the school.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

SAMPLE - Agreed Upon Procedures Engagement Letter Template

May 15, 2021

Board of Directors

School Name

Address

State, UT ZIP

This letter sets forth our understanding for applying agreed-upon procedures to the Utah State Audit Compliance Guide of School Name (the School) as of or for the period ended June 30, 2021. The School is responsible for its compliance with the Utah State Compliance Audit Guide.

This engagement is solely for the purpose of reporting our findings regarding the results of the procedures performed as compared to the State Compliance Audit Guide. This report is intended for use by the School and the Utah State Board of Education and is expected to be restricted to the use of these specified parties.

As part of our engagement, we will request from management written confirmation concerning representations made to us in connection with the agreed upon procedures. This will include confirmation that we have obtained from all necessary other parties' agreement to the procedures and acknowledgement that the procedures performed are appropriate for their purposes. You agree to provide such confirmation.

We will apply the procedures outlined in the 2021 Utah State Compliance Audit Guide.

We will conduct our engagement in accordance with the attestation standards for agreed-upon procedures engagements established by the American Institute of Certified Public Accountants *and the standards applicable to attestation engagements contained in Government Auditing Standards issued by the Comptroller General of the United States, and/or any other standards or requirements to be followed.* We are responsible for carrying out the procedures and reporting findings in accordance with these standards. We have no responsibility to determine the differences between the procedures to be performed and the procedures that we would have determined to be necessary had we been engaged to perform another form of attestation engagement.

Our report will list the procedures performed and our findings. Our report will be addressed to the School and will be intended for use by and restricted to the use of the specified parties as identified above. Our report will contain such restricted-use language.

Should we have any reservations with respect to the subject matter, we will discuss them with you before the report is issued.

We have no responsibility to update our report for events and circumstances occurring after the date of our report.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

During the course of the engagement, we may communicate with you or with your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

We plan to begin our procedures on approximately July 15, 2021 and, unless unforeseeable problems are encountered, the engagement should be completed by November 1, 2021.

Ken Jeppesen is the engagement partner for the services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the agreed-upon procedures report.

With respect to any nonattest services we perform, we agree to perform the following:

- Prepare or assist with preparing financial statements in conformity with U.S. generally accepted accounting principles based on information provided by you.

With respect to the nonattest services provided, we will not assume management responsibilities on behalf of the School. However, we will provide advice and recommendations to assist management of the School in performing its responsibility.

The School's management is responsible 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) establishing and maintaining internal controls, including monitoring ongoing activities.

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

- We will perform the services in accordance with applicable professional standards, including "appropriate standard reference, i.e. the Statements for Standards for Tax Services issued by the AICPA".
- This engagement is limited to the information returns as previously outlined. 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, including determining account codings and approving journal entries. Our firm will advise the School with regard to tax positions taken in the preparation of the tax return, but the School must make all decisions with regard to those matters."

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices are payable upon presentation. We estimate that our fee for the

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

engagement will be between consistent with the total fee outlined in the engagement letter regarding the audit of the School's financial statements. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate.

In addition, we will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our agreed upon procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. 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. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

The agreed upon procedure documentation for this engagement is the property of Eide Bailly LLP and constitutes confidential information. However, we may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider.

We will maintain the confidentiality of your personal information and will apply procedures to protect against any unauthorized release of your personal information to third parties.

We agree to retain our attest documentation or work papers for a period of at least eight years from the date of our report.

DISPUTE RESOLUTION

The following procedures shall be used to resolve any disagreement, controversy or claim that may arise out of any aspect of our services or relationship with you, including this engagement, for any reason ("Dispute"). Specifically, we agree to first mediate.

Mediation

All Disputes between us shall first be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator. The mediator will be selected by mutual agreement, but if we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA").

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute. Mediation will be conducted with the parties in person in Ogden, Utah.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Either party may commence suit on a Dispute after the mediator declares an impasse.

Governing Law and Venue

We both agree to submit any unresolved Dispute to trial by a federal or state court venued in Minneapolis, Minnesota. This agreement shall be governed by and construed in accordance with the laws of the State of Minnesota (regardless of the laws that might be applicable under the principles of conflict of law) as to all matters including without limitation, matters of validity, construction, effect, and performance.

LIMITATION OF DAMAGES AND NO PUNITIVE DAMAGES

The exclusive remedy available to you in any adjudication proceeding shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by us of our duties under this agreement and/or under applicable professional standards, such damages will be limited to no more than two times fees paid under this agreement. In no event shall we be liable to you for any punitive or exemplary damages, or for attorneys' fees.

TIME LIMITATION

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute. We both agree that, notwithstanding any statute of limitations that might otherwise apply to a Dispute, it is reasonable that you may not bring any legal proceeding against us unless it is commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our report, return or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the agreed-upon procedure report.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

INDEMNITY

You agree that none of Eide Bailly LLP, its partners, affiliates, officers or employees (collectively "Eide Bailly") shall be responsible for or liable to you for any misstatements in your financial statements and/or tax return that we may fail to detect as a result of knowing representations made to us, or the concealment or intentional withholding of information from us, by any of your owners, directors, officers or employees, whether or not they acted in doing so in your interests or for your

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

benefit, and to hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees from any such misstatement, provided that the services performed hereunder were performed in accordance with professional standards, in all material respects.

If a claim is brought against you by a third-party that arises out of or is in any way related to the services provided under this engagement, you agree to indemnify Eide Bailly LLP, its partners, affiliates, officers and employees, against any losses, including settlement payments, judgments, damage awards, punitive or exemplary damages, and the costs of litigation (including attorneys' fees) associated with the services performed hereunder provided that the services were performed in accordance with professional standards, in all material respects.

ASSIGNMENTS PROHIBITED

You agree that you will not and may not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly LLP, its partners, affiliates, officers and employees, to any other person or party, or to any trustee, receiver or other third party.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our engagement including our respective responsibilities. If you have any questions, please let us know.

We appreciate the opportunity to be of service to you and look forward to working with you and your staff.

Respectfully,

Ken Jeppesen
Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the School by:

Name: _____

Title: _____

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

SAMPLE - Charter School 2021 Audit Engagement Letter Template

May 15, 2021

Board of Directors

School Name

Address

City, ST ZIP

The following represents our understanding of the services we will provide to School Name (the School).

You have requested that we audit the governmental activities, each major fund, and the aggregate remaining fund information of the School, as of June 30, 2021, and for the year then ended, and the related notes, which collectively comprise the School's basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit applicable to those basic financial statements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) 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 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 (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

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

Supplementary information other than RSI will accompany the School'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 perform 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

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

- Budget to Actual Comparisons (Major Funds)

Auditor Responsibilities

We will conduct our audit in accordance with U.S. GAAS and in accordance with *Government Auditing Standards*, and/or state or regulatory audit requirements. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the basic financial statements, whether due to fraud or error, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and, if applicable, in accordance with *Government Auditing Standards* and/or state or regulatory audit requirements.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements 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 basic financial statements that we have identified during the audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the School's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion. We will also audit the School's compliance with the applicable state compliance requirements described in the State Compliance Audit Guide, issued by the Office of the Utah State Auditor.

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 basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance 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; and
- c. 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 basic financial statements such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit; and
 - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- d. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by the entity's auditor;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- f. 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 basic financial statements as a whole; and
- g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- h. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

- a. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- j. For the accuracy and completeness of all information provided.

With respect to any nonattest services we perform, we agree to perform the following:

- Prepare or assist with preparing financial statements in conformity with U.S. generally accepted accounting principles based on information provided by you.

The School's management is responsible 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) establishing and maintaining internal controls, including monitoring ongoing activities.

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.

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.

Reporting

We will issue a written report upon completion of our audit of the School's basic financial statements. Our report will be addressed to the governing body of the School. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Ken Jeppesen is the engagement partner for the audit services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our audit on approximately August 1, 2021.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices are payable upon presentation. We estimate that our fees for these services to be consistent with total fees outlined in our attachment to this letter. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the School's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

In addition, we will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit and information preparation procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. 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. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, “service providers”) in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor’s report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least eight years from the date of our report.

At the conclusion of our audit engagement, we will communicate to management and the board of directors the following significant findings from the audit:

- Our view about the qualitative aspects of the entity’s significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management’s consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Eide Bailly LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Utah State Board of Education pursuant to authority given to it by law or regulation. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP’s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to Utah State Board of Education. The Utah State Board of Education may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

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.

DISPUTE RESOLUTION

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

The following procedures shall be used to resolve any disagreement, controversy or claim that may arise out of any aspect of our services or relationship with you, including this engagement, for any reason (“Dispute”). Specifically, we agree to first mediate.

Mediation

All Disputes between us shall first be submitted to non-binding mediation by written notice (“Mediation Notice”) to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator. The mediator will be selected by mutual agreement, but if we cannot agree on a mediator, one shall be designated by the American Arbitration Association (“AAA”).

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute. Mediation will be conducted with the parties in person in Ogden, Utah.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Either party may commence suit on a Dispute after the mediator declares an impasse.

INDEMNITY

You agree that none of Eide Bailly LLP, its partners, affiliates, officers or employees (collectively “Eide Bailly”) shall be responsible for or liable to you for any misstatements in your financial statements that we may fail to detect as a result of knowing representations made to us, or the concealment or intentional withholding of information from us, by any of your owners, directors, officers or employees, whether or not they acted in doing so in your interests or for your benefit, and to hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys’ fees from any such misstatement, provided that the services performed hereunder were performed in accordance with professional standards, in all material respects.

If a claim is brought against you by a third-party that arises out of or is in any way related to the services provided under this engagement, you agree to indemnify Eide Bailly LLP, its partners, affiliates, officers and employees against any losses, including settlement payments, judgments, damage awards, punitive or exemplary damages, and the costs of litigation (including attorneys’ fees) associated with the services performed hereunder provided that the services were performed in accordance with professional standards, in all material respects.

ASSIGNMENTS PROHIBITED

You agree that you will not and may not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly LLP, its partners, affiliates, officers and employees, to any other person or party, or to any trustee, receiver or other third party.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,

Kenneth D. Jeppesen, CPA
Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the School by:

Name: _____

Title: _____

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

ELA Board of Director's Meeting Monday, June 28, 2021

Voting Item: *Insurance Coverage*

Issue:

The school's previous insurance company has declined to renew the school's policy, so the school needs to decide on the carrier for their insurance policies going forward.

Background:

The school has been insured by Hanover Insurance Company for several years. As a result of the school's loss history and a difficult insurance market for education, Hanover declined to renew the school's coverage. American Insurance & Investments, who has acted as insurance broker for the school, solicited several insurance carriers for quotes. Wright Specialty provided the quote with the best coverage and the most competitive premiums.

Recommendation:

It is recommended that the board approve binding insurance coverage with Wright Specialty.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.



Education Insurance Proposal

Prepared for

Early Light Academy

Presented by:

American Insurance & Investment Corp.

Policy Term: 07/01/2021 - 07/01/2022

Date Quoted:

Expires:

Commercial Property Coverage

American Family Home Insurance Company - "A+" (XV) AM Best Rating

	Limit	Deductible	Premium
Blanket Limit @ 100%	\$22,850,000	\$1,000	\$6,259
Real Property	\$20,700,000		
Personal Property	\$2,150,000		
Wind/Hail Deductible		\$1,000	
Valuation	Replacement Cost		
	Agreed Value		
Loss of Income	\$250,000		Included
Extra Expense	\$250,000		Included
Equipment Breakdown	\$22,850,000	\$1,000	\$1,331
Honor Roll Elite Property Enhancement	Per Form	\$1,000	\$267
Earthquake	\$10,000,000	\$100,000	\$27,580
TRIA			\$0
	Property Premium		\$35,437

Flood coverage is not offered for buildings in Special Flood Hazard Area identified by the United States Federal Emergency Management Agency (FEMA) which include Flood Zones A, AE, AH, AO, A1-A30, AR, A99, V, VE or V1-V30. The summary limits and deductibles vary by location. A statement of values can be available upon request.

Commercial Inland Marine Coverage

American Family Home Insurance Company - "A+" (XV) AM Best Rating

	Limit	Deductible	Premium
Scheduled Equipment	\$800,000	\$500	\$2,240
	Inland Marine Premium		\$2,240

Proposal

This proposal may vary from the requested terms and conditions in your submission. Please review this proposal carefully. This proposal contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, refer to the policy forms. In the event of a difference between this proposal and the policy, the policy will prevail. Specimen policy forms are available upon request and through the Wright Specialty website (<http://www.wrightspecialty.com>).

Partnership beyond the policy.™

Educators Legal Liability Coverage (Claims-Made)

American Family Home Insurance Company - "A+" (XV) AM Best Rating

	Limit	Deductible	Premium
Educators Legal Liability for Monetary Damages			
Each Wrongful Act or Offense	\$1,000,000	\$10,000	\$4,746
Aggregate	\$3,000,000		
Wrongful Acts Retro Date	07/01/2021		
Employment Acts Coverage	Included	\$10,000	\$6,010
Employment Acts Retro Date	07/01/2021		
Defense Expense for Injunctive or Declaratory Relief			
Each Action	\$100,000	\$10,000	\$48
Aggregate	\$300,000		
Honor Roll Elite	Per Form	Per Form	\$263
Breach of Fiduciary Duty	Per Form	Per Form	\$124
BFD Retro Date	07/01/2021		
Educators Legal Liability Premium			\$11,191

Notes:

Please refer to the applicable policy form for details regarding the terms of any available extended reporting period.

Proposal Premium Summary

Line of Coverage	Premium
Package	
Commercial Property	\$35,437.00
Commercial Inland Marine	\$2,240.00
Commercial General Liability	\$5,484.00
Educators Legal Liability	\$11,191.00
Package Total	\$54,352.00
Commercial Auto	\$1,585.00
Excess Liability	\$4,420.00
Account Subtotal	\$60,357.00
Surcharge/Fee Total	\$0.00
Account Total	\$60,357.00

Lines of Coverage	Carrier
Package	American Family Home Insurance Company
Commercial Auto	American Family Home Insurance Company
Excess Liability	American Family Home Insurance Company

Subjectivities

Coverage cannot be bound until the following items are received, reviewed and accepted by Underwriting:

- Signed Statement of Values
- PE EL 205 will include verbiage to exclude any claim brought about by the Brimhall family.

SCHEDULE OF FORMS AND ENDORSEMENTS

POLICY NUMBER: Q-02334	EFFECTIVE DATE: 07/01/2021
----------------------------------	--------------------------------------

<u>NUMBER</u>	<u>TITLE</u>
Common	
COVER PAGE (01-20)	Policy Cover Page
PE CO 100 (01-20)	Common Policy Declarations
IL 09 52 (01-15)	Cap On Losses From Certified Acts Of Terrorism
PE CO 300 (01-20)	Common Policy Conditions
PE CO UT1 (01-20)	Utah Changes - Cancellation and Nonrenewal
TERRNOTICE09 (01-15)	Policyholder Disclosure Notice Of Terrorism Insurance Coverage
VL N 800 (03-20)	Customer Assistance Notice
Property	
PE PR 100 (01-20)	Property Coverage Part Declarations
PE PR 101 (04-20)	Property Coverage Form
PE PR 210 (07-20)	Limitation Changes - Interior Of Building
PE PR 402 (01-20)	Earthquake - Volcanic Eruption Coverage
PE PR 441 (01-20)	Equipment Breakdown Coverage Deductible Options
PE PR 442 (02-20)	Equipment Breakdown Coverage Limit Of Insurance Real And Personal Property
PE PR 443 (07-20)	Equipment Breakdown Coverage Changes
PE PR 602 (07-20)	Honor Roll Elite Property Enhancement Endorsement
PE PR 603 (07-20)	Income Loss Changes - Educational Institutions
PE PR UT1 (01-20)	Utah Changes
Inland Marine	
IM SCHED OF INLAND MARINE (01-20)	Inland Marine - Schedule of Inland Marine
PE IM 100 (01-20)	Inland Marine Coverage Part Declarations
PE IM 101 (01-20)	Inland Marine Coverage Form
PE IM UT1 (01-20)	Utah Changes
General Liability	
PE GL 100 (01-20)	General Liability Coverage Part Declarations
CG 21 70 (01-15)	Cap On Losses From Certified Acts Of Terrorism
PE GL 101 (01-20)	General Liability Coverage Form
PE GL 213 (01-20)	Exclusion - Liquor Liability
PE GL 217 (01-20)	Exclusion - Carnivals, Circuses, And Fairs
PE GL 224 (01-20)	Exclusion - Electronic Information Security Event - With Limited Bodily Injury Exception
PE GL 416 (01-20)	Employee Benefits Liability
PE GL 603 (07-20)	Abuse Or Molestation Liability Coverage
PE GL 620 (07-20)	Honor Roll Elite General Liability Enhancement
PE GL 623 (07-20)	Limited Exclusion - Professional Services With Exceptions For Student Interns And Certain Medical Services
PE GL 624 (07-20)	Crisis Management And Public Relations Expense Coverage
PE GL 625 (07-20)	Counseling Professional Liability Coverage

SCHEDULE OF FORMS AND ENDORSEMENTS

POLICY NUMBER: Q-02334	EFFECTIVE DATE: 07/01/2021
----------------------------------	--------------------------------------

NUMBER

TITLE

General Liability

PE GL 626 (07-20) Specific Operations Amendment
PE GL 628 (07-20) Exclusion - Firearms Or Conducted Energy Devices
PE GL 630 (07-20) Exclusion - Students Medical Payments
PE GL UT1 (01-20) Utah Changes
VL 400 (07-20) Communicable Disease Exclusion

Educators Legal Liability

PE EL 100 (01-20) Educators Legal Liability Coverage Part Declarations
PE EL 101 (01-20) Educators Legal Liability Coverage Form - Claims Made
PE EL 205 (01-20) Exclusion Of Specified Items
PE EL 206 (07-20) Exclusion - Tuition And Related Costs
PE EL 303 (07-20) Consent To Settle Condition
PE EL 306 (07-20) Amendment Of Breach Of Fiduciary Duty Exclusion With Defense Expenses
PE EL 500 (07-20) Honor Roll Enhancement
PE EL UT1 (01-20) Utah Changes

Proposal

[Back to Agenda](#)



Board Mission Statement

****PROPOSED****

As the Board of Early Light Academy, it is our mission to oversee the school's strategic direction and vision. It is our role to govern as opposed to manage. Acting with a unified voice, we strive to support and ensure a lasting and sustainable future for ELA. We seek to inspire and promote an atmosphere of integrity, transparency and accountability. We serve to empower the school's administrative leadership to execute its mission of academic excellence, growth and achievement.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

ELA Board of Director's Meeting Monday, June 28, 2021

Voting Item: *Municipal Advisor Engagement Letter*

Issue:

ELA's 2014 series of bonds are eligible for refinancing. Requesting the Board review and approve Financial Advisor services engagement to assist with the refinance process.

Background:

The current Series 2014 Bonds are eligible for refinancing on a tax-exempt basis. With current rates and the school's BB S&P rating, the school should be able to lower their current bond rates of 5.2% - 5.3%. In addition to lowering interest rates, the school may have the ability to borrow additional funds for projects at the school and eliminate or reduce elements like the debt service reserve fund.

The Utah State Charter Finance Authority requires schools to engage a Financial Advisor for these tax-exempt transactions. State procurement requires schools to review the qualifications of at least 3 such firms. Based on this review and the firm's history with Early Light Academy, we believe the firm best suited to assist Early Light Academy with this process is Lewis Young Robertson & Burningham (LYRB). LYRB will pursue numerous refinancing options including direct placement bonds, public bond offerings, and any other viable options.

Recommendation:

We recommend that the Board approve the engagement of Lewis Young Robertson & Burningham as Financial Advisor to the school and allow Eric Montague to sign the agreement on behalf of the School.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

**AGREEMENT FOR FINANCIAL ADVISORY AND CONSULTING SERVICES
FOR EARLY LIGHT ACADEMY**

THIS AGREEMENT for Financial Consulting Services (the “Agreement”) is made as of _____, (the “Effective Date”), by and between EARLY LIGHT ACADEMY (“ELA”), and LEWIS YOUNG ROBERTSON & BURNINGHAM, INC., (LYRB) a Utah corporation having its corporate offices at the address of 41 North Rio Grande, Suite 101, Salt Lake City, Utah 84101 (the “Financial Consultant”).

WHEREAS, the Financial Consultant is an experienced and fully qualified firm, acting in a fiduciary role, provides financial and consulting services, as more fully set forth herein, to and for local governmental and nonprofit entities including charter schools; and

WHEREAS, ELA wishes to engage the Financial Consultant to provide the Services defined below and for the purposes set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, ELA and the Financial Consultant agree as follows:

1. *General Scope of Services.*

During the Term of this Agreement, the Financial Consultant will perform and provide the services needed, required or desired by ELA, which may include, but are not limited to the following (collectively, and combined with the detailed services set forth in Section 2 below, the “Services”):

- (a) information and analysis regarding the best methods of issuing debt and all related matters including, but not limited to, rating agency presentations, debt structuring, market conditions, comparable interest rates, quantitative analysis, investment of bond proceeds, etc.;
- (b) assist with presentation(s) and application(s) to an entity to act as a conduit issuer for municipal bonds and request any enhancement or other programs as appropriate and applicable;
- (c) assist with presentation(s) and application(s) for any loan or loan program that may be appropriate and applicable;
- (d) formulation of debt policies and procedures for ELA, as needed;
- (e) financial modeling and preliminary feasibility of capital projects, as needed;
- (f) advice and assistance with multi-year financial forecasting; and
- (g) other financial and consulting services as requested by ELA.

2. *Detailed Scope of Services—Particular to Debt Issuance*

During the Term hereof, with respect to any particular debt issuance by ELA, the Financial Consultant will provide the following particular Services, as appropriate and necessary, for the issuance and placement or sale of each such debt issue:

- (a) consult with and advise ELA regarding the recommended size, structure and other specifications of the particular issue;

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

- (b) furnish information and advice concerning current market conditions for the particular type of debt to be issued;
- (c) assist in application to a conduit issuer for the issuance of municipal bonds and related enhancement programs in preparation of materials, presentations and related needs as appropriate and applicable;
- (d) assist in application(s) for loan(s) or loan program(s) in preparation of materials, presentations and related needs as appropriate and applicable;
- (e) assist in the formulation of a coordinated plan and schedule for the authorization, issuance and placement or sale of the particular debt issuance;
- (f) prepare, as necessary, a detailed quantitative analysis of the debt issue;
- (g) assist ELA in selecting other professional services necessary, possibly with formal Request for Proposals (RFP's), to complete debt transaction(s) which could include underwriter, bond counsel, disclosure counsel, borrower's counsel, trustee, paying agent, financial printing, feasibility consultant, CPA, title services and others, as applicable;
- (h) consult with and work with bond counsel, legal counsel and other consultants selected by ELA as necessary and appropriate;
- (i) review and comment on all bond or debt related documents;
- (j) attend document review meetings, due diligence sessions, coordination meetings with ELA officials and others and attend all meetings as necessary or as requested by ELA;
- (k) assist ELA in compiling financial and demographic information related to the particular debt issue as needed;
- (l) advise ELA regarding the method of placement or sale of the particular debt issue and assist in identifying potential purchasers as needed and appropriate;
- (m) seeing to the closing of transactions that includes, amongst other duties, drafting a closing memorandum including wire instructions, attending pre-closing and closing of the particular debt issue and other;
- (n) as appropriate and applicable, advise ELA officials to and participate in any presentations to be made to any of the credit rating services or bond insurers for the purpose of obtaining credit rating services or bond insurance for the debt issue, assist in compiling the required information and financial data for the presentations and, upon request, accompany ELA's representatives during the rating agencies' and/or insurers' presentations whether held here or out of state; and
- (o) generally work with professionals representing ELA in preparation for the debt issuance.

3. Detailed Scope of Services—Particular to General Financial Consulting

With respect to any Services which do not lead to the issuance of debt, a detailed statement of work for each Service will be agreed upon in advance in writing between the parties and will be incorporated as an addendum to this agreement once signed by both parties.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

4. Term of Financial Consultant Agreement

ELA and the Financial Consultant agree that the initial term of this Agreement will be for two (2) years (from the Effective Date of this Agreement (“Initial Term”), and shall automatically renew for additional periods of one (1) year (each, a “Renewal Term,” and the Initial Term and Renewal Terms, collectively, constitute the “Term”), unless terminated within 30-days prior written notice of the renewal anniversary.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

5. Representations of ELA.

ELA represents and warrants that, in connection with any issuance of debt or request for the Financial Consultant to proceed with any other services as provided for under the provisions of this Agreement, ELA will take the following actions, among other actions as may be appropriate and necessary, to accomplish the authorization, issuance and sale of a particular debt issue, or to facilitate the timely processing and completion of other services requested by ELA.

- (a) cooperate with the Financial Consultant in all respects to facilitate the transaction;
- (b) provide the Financial Consultant with all relevant information and data ELA may have in its possession or under its control which is reasonably required by the Financial Consultant and is considered material to the transaction;
- (c) take reasonable action to pass, as it pertains to the issuance of municipal bonds, all required resolutions and take all other reasonable legislative or administrative actions as necessary or as advised by counsel to authorize, issue and sell any particular debt issue, or to allow for completion of other services, and to assure compliance with all constitutional provisions, laws, ordinances, rules and regulations pertaining thereto;
- (d) furnish the Financial Consultant with certified copies of the minutes of all meetings and other proceedings taken in connection with a particular debt issue or other service related matters, all affidavits of publication relating thereto and all other certificates and documents to successfully market a debt issue and make delivery thereof, or complete other requested services, as needed;
- (e) authorize the preparation and distribution of all documentation related to the particular service, including but not limited to, offering information provided to prospective purchasers of any particular debt issue;
- (f) request issuer's counsel, borrower's counsel, board members and ELA's personnel, as appropriate, to review and approve all offering information or other documentation related to a transaction prior to its distribution;
- (g) if a credit rating or bond insurance will be applied for on a particular debt issue, ELA will contract directly with the rating agency for the rating, or the bond insurer for the insurance or surety, and will make available to the rating agency or bond insurer all information and financial data reasonably requested;
- (h) select and retain professionals as needed for each issue of debt and as may be needed in connection with the completion of other services under this contract (such as issuer's counsel, borrower's counsel, bond counsel, engineers, appraisers, feasibility consultants, etc.) and pay the agreed fees and expenses of those contracts; and
- (i) compensate the Financial Consultant for all Services rendered under this Agreement and any amendments hereof in accordance with Paragraph 6 below.

6. General Payment of Compensation, Costs and Expenses.

ELA shall compensate the Financial Consultant for Services rendered under this Agreement as follows:

- (a) for Services rendered in accordance with this Agreement, compensation will be as outlined in Attachment A. For Services of the Financial Consultant that do not lead to the actual issuance of debt, compensation will be determined based upon the scope of work performed, as documented in a statement of work or other similar document. Compensation will be mutually agreed upon as the scope of work is defined, and may be in the form of either agency commission or an agreed-to fee for Services;

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

- (b) certain expenses that may be incurred by the Financial Consultant will be charged to ELA at cost such as mailing or shipping costs of offering information, printing of bond or note instruments, special computer services, advertising, out-of-state travel, closing expenses and actual costs of copying or printing any offering information shall be borne by ELA. In the event all such other expense exceeds the sum of \$250.00, such expense shall be approved by ELA before it is incurred;
- (c) with respect to the costs and expenses of a particular transaction that are not specifically mentioned or provided for in this Section 6, ELA and the Financial Consultant will agree on and arrange for their payment, as the requirements of the particular transaction or engagement are specified.

7. *Payment Methods.*

- (a) after the sale and upon delivery of proceeds of any debt issue, or other provisions as outlined in Attachment A, the Financial Consultant shall submit an invoice to ELA for the services rendered by the Financial Consultant with respect to such debt and payment of the fee amount shall be due at the time of closing on the debt transaction;
- (b) for the completion of requested Services which do not involve the issuance of debt, any fee amount required to be paid hereunder shall be billed and paid in periodic payments (most often monthly) as set forth in the applicable statement of work

8. *Financial Consultant an Independent Contractor.*

For purposes of this Agreement and the Services to be performed hereunder, the Financial Consultant, its officers, employees and agents shall not be considered to be officers, employees, agents or servants of ELA. The Financial Consultant is and shall be considered to be an independent contractor in all respects and as such its personnel will not be supervised by ELA officers or personnel and ELA will not furnish facilities or equipment to the Financial Consultant for its use in the performance hereof.

9. *Conflict of Interest*

The Financial Consultant acknowledges that its corporate legal counsel Kirton McConkie (“Kirton”) is a firm that could potentially represent ELA as borrower’s counsel. Should this be the case, Kirton should draft a conflict of interest statements for both ELA and LYRB to sign.

Otherwise, the Financial Consultant is not aware of a current conflict of interest. LYRB represents that if any situations occur whereby an interest of ELA is in conflict with the interests of another client of the Financial Consultant, the Financial Consultant shall promptly disclose the conflict to ELA.

10. *Additional Services.*

If authorized in advance by ELA and in compliance with the terms of this Agreement, the Financial Consultant may furnish services in addition to the basic services described herein. Compensation for those additional services shall be as mutually agreed to by the parties.

11. *No Sales Obligation of the Financial Consultant.*

ELA acknowledges that neither the Financial Consultant nor its principals shall be obligated in any way for any part of a distribution, underwriting, placement, issuance or sale of any bonds, notes or other forms of indebtedness relating to this Agreement.

12. *Amendments.*

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

The parties hereto may request changes in the Services or other provisions of this Agreement at any time, but no change shall be effective until it has been mutually agreed to by the parties in writing or is required to be made pursuant to or because of changes in federal, state or local laws relating to debt issuance by local governments. Except for amendments due to changes in law which shall be deemed to take place immediately as of the effective date of the change in law, all other amendments must be in writing and authorized by both parties, by a duly executed amendment of this Agreement.

13. Termination.

Unless previously terminated according to Section 4 of this Agreement, it is agreed that either party may terminate this Agreement by providing the other party at least sixty (60) days written notice of termination. Any such termination shall be accomplished by one party giving the other party written notice thereof. Neither party shall have any liability to the other for damages or other losses because of a termination of this Agreement unless that termination is wrongful and not done in good faith; provided, however, if a termination should occur, ELA agrees to pay the Financial Consultant all amounts due for Services actually performed through and including the termination date and the Financial Consultant shall deliver to ELA all data, reports and information that would be due on the termination date. All relevant documents, materials and work-in-progress will be turned over to ELA.

14. Miscellaneous.

- (a) *Governing Law.* This Agreement shall be governed in all respects by the laws of the State of Utah, without regard to the conflict of laws rules thereof.
- (b) *Successors and Assigns.* This Agreement may not be assigned by either party without the written consent of both ELA and the Financial Consultant; provided, however, the Financial Consultant has the right to assign this Agreement as part of a merger, consolidation, or other type of acquisition, as long as the assignee agrees to assume all of Financial Consultant's obligations hereunder.
- (c) *Entire Agreement.* This Agreement is the full and entire understanding and agreement of the parties with regard to the subjects discussed herein.
- (d) *Notices.* All notices and other communications required or permitted under this Agreement shall be in writing and may be sent by personal delivery, telecopy, overnight delivery service or U.S. Mail, in which event it may be mailed by first-class, certified or registered, postage prepaid. All such notices and communications shall be addressed to the Financial Consultant at the following address at such other address that the Financial Consultant shall have furnished to ELA in writing.

Laura D. Lewis, Managing Partner
Lewis Young Robertson & Burningham, Inc.
41 North Rio Grande Street, Suite 101
Salt Lake City, UT 84101
(With a copy to the Compliance Officer)

Notices to be mailed to ELA shall be sent to:

EARLY LIGHT ACADEMY
Attn: Board Chair
11709 S Vadiana Dr

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

South Jordan, UT 84009

- (e) *Severability.* If any provision of this Agreement shall be determined, by a court of competent jurisdiction, to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (f) *Titles and Subtitles.* The titles of the paragraphs and subparagraphs of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.
- (g) *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- (h) *Further Assurances.* Each party to this Agreement shall do and perform or cause to be done and performed all such further acts and things and shall execute and deliver all such other agreements, certificates, instruments and documents as the other party hereto may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

[The remainder of this page was intentionally left blank]

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized this ___ day of _____, 2021.

Early Light Academy

By: _____

Name: _____

Title: _____

LEWIS YOUNG ROBERTSON & BURNINGHAM, INC.

By: _____

David Robertson
Principal / Owner

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

Attachment A

The following schedule provides a general range of fees for services for the benefit of ELA.

I. For Financial Services provided pursuant to paragraphs 1 & 2 of the Agreement related to the structuring and issuance of debt.

- A. The minimum fee for any debt transaction will be \$45,000. This is only applied if the formula in Paragraph B below doesn't generate the minimum fee amount.
- B. For services outside those listed in the Utah Charter School Finance Authority's Request of Qualifications, LYRB proposes the following hourly fee schedule. Work on an hourly basis will only be performed with an approved scope of services by ELA prior to commencing such project. Fees will be based upon designation of personnel providing such service as follows:
 - 1) \$100 for any LYRB employee position for general staff
 - 2) \$130 for any LYRB employee position with an analyst designation
 - 3) \$150 for any LYRB employee position with a senior analyst designation
 - 4) \$195 for any LYRB employee position with a vice president designation
 - 5) \$235 for any LYRB employee position with a partner designation

II. Other Consulting Services:

- A. For services other than debt related transactions, LYRB will quote ELA a "not to exceed" fee when we have a reasonable understanding of the detailed scope of work that will be required by ELA. Should the scope change, we reserve the right to negotiate with ELA a fair increase to the fee quote.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

ELA Board of Director's Meeting Monday, June 28, 2021

Voting Item: *Request for Proposal for Food Service Management*

Issue:

The School needs to award the contract on the Request for Proposal for Food Service management that it recently issued.

Background:

On May 6, 2021 Early Light Academy issued an RFP for a Food Service management company. The deadline to submit proposals in response to the RFP is June 6, 2021. This RFP is also posted on the Utah Public Procurement Place (U3P) portal.

One company submitted a proposal in response to Early Light Academy's RFP for a Food Service management company. The company that submitted the proposal was Lunch Pro LLC. The evaluation committee did a complete evaluation on Lunch Pro LLC. See attached evaluation sheet.

Please note that Academica West LLC and Lunch Pro LLC has sent a Disclosure of Common Ownership and Conflict of Interest statement for the Early Light Academy Board of Directors.

Recommendation:

It is recommended that the Board award the contract on the Request for Proposal for Food Service Management to Lunch Pro LLC and authorize Director Schmidt to enter into an agreement with Lunch Pro on behalf of the School.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

Early Light Academy Evaluation Committee Statement

RFP for Food Service Management

Issued: May 6, 2021

Posted: May 6, 2021 to June 6, 2021

Deadline: June 6, 2021

Evaluation: June 16, 2021

Evaluation Committee Members

Stephanie Schmidt

Michelle Drachman

Amy Kawa

Evaluation Committee's Written Statement

One company submitted a proposal in response to Early Light Academy's RFP for a Food Service Management Company. The company that submitted the proposal was Lunch Pro.

Lunch Pro's proposal received a perfect 100/100.

30/30 - points Cost

20/20 - points Experience

5/5 - points Involvement of Students, Staff and Patrons

15/15 - points Menu and Portion Sizes

20/20 - points On-site Manager

10/10 - points Promotion of the School Food Service Program

TOTAL: **100/100** points

Their plan was specific and demonstrated their ability to provide the services necessary to provide a successful lunch program at Early Light Academy.

The Evaluation Committee will recommend that Early Light Academy award the contract for CNP to Lunch Pro.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

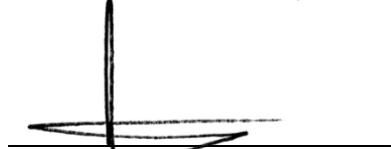
ACADEMICA WEST / LUNCH PRO DISCLOSURE OF COMMON OWNERSHIP & CONFLICT OF INTEREST

The purpose of this disclosure is to ensure Early Light Academy’s board of directors is aware of the common ownership that exists between Academica West, LLC and Lunch Pro, LLC as the board of directors considers engaging a food services management company. For purposes of this disclosure, “common ownership” means that the principal owners of Academica West are also the principal owners of Lunch Pro. In addition, several Academica West employees perform services and/or manage the operations of Lunch Pro. Common ownership between these companies creates a conflict of interest as it relates to Academica West’s advice or direction related to B Early Light Academy’s lunch program and the procurement of a food services management company.

It is important that Early Light Academy’s board of directors is aware of the relationship between Academica West and Lunch Pro to ensure the procurement of a food services management company is conducted and evaluated in a manner that is transparent and open to competition in accordance with school policy and applicable laws, rules and regulations. To the extent your board of directors would like additional third-party advice, we encourage you to contact the USBE’s National School Lunch Program support staff. Contact information can be found at: <https://www.schools.utah.gov/cnp/contact>.

Dated: June 17, 2021

ACADEMICA WEST, LLC

A handwritten signature in black ink, appearing to read 'Jed Stevenson', is written over a horizontal line.

Jed Stevenson, Owner

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

ELA Board of Director's Meeting Monday, June 28, 2021

Voting Item: *2021-2022 Sex Ed Instruction Committee Membership*

Issue:

According to the current Sex Education Instruction administrative procedures, the School's Board of Directors will review and approve the membership of the committee on or before August 1 each year.

Background:

According to the administrative procedures, the Principal will establish a curriculum materials review committee composed of parents, school employees, and others selected by the Principal. If possible, the committee will also include health professionals and school health educators. The committee will have at least as many parents as school employees.

The sex education instruction committee for the 2021-2022 school year will consist of the following positions:

- Jr. High Principal (Darci Cordero)
- Health Teacher (Shannon James)
- Curriculum Director (Shannon Berry)
- (3) Parent Board Members

Recommendation:

It is recommended that the board approve the 2021-2022 Sex Education Instruction Committee Membership with the following positions: (1) Jr. High Principal, (1) Health Teacher, (1) Curriculum Director and (3) Parent Board Members.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

ELA Board of Director's Meeting Monday, June 28, 2021

Voting Item: *Ratify Board Members and their Terms*

Issue:

The Board must ratify all members and their terms annually.

Background:

Each year at the Annual Board Meeting, the board must ratify all members and their terms. This year, there are no members that are up for renewal. Below are the board members and their terms.

- Eric Montague – June 2024
- Jenn Lund – September 2023
- Candice Mitchell – July 2023
- David Bourne – June 2023
- Andrea Johnson – June 2022

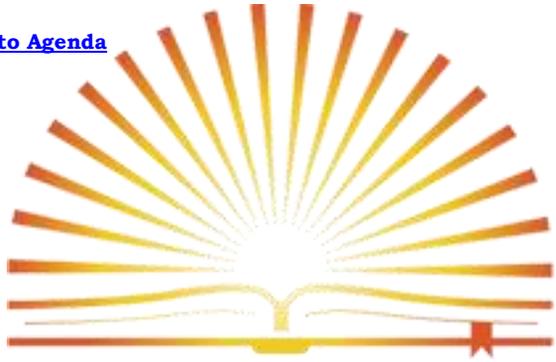
Recommendation:

It is recommended that the Board ratify Eric Montague with a term to expire June 2024, Jenn Lund with a term to expire September 2023, Candice Mitchell with a term to expire July 2023, David Bourne with a term to expire June 2023, and Andrea Johnson with a term to expire June 2022.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

[Back to Agenda](#)



EARLY LIGHT
ACADEMY

2021–2022 Board Meeting Calendar

Below are the Board Meeting dates for the 2021-2022 school year. Meetings are tentatively scheduled and are subject to change. There may be additional meetings schedule throughout the school year. All meetings will be posted on the Utah Public Meeting Notice website. For more official meeting information please visit the [Public Notice Website](#).

Please note that meetings will generally be held at Early Light Academy, 11709 S. Vadiana Drive, South Jordan, UT 84009. Meetings may also be held electronically (HUB: 11709 S. Vadiana Drive, SouthJordan, UT 84009) or at different locations as specified by the Board of Directors.

August 18, 2021

September 15, 2021

October 27, 2021

November 17, 2021

January 19, 2022

February 16, 2022

March 16, 2022

April 27, 2022

May 18, 2022

June 15, 2022

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.