

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/pmnl/); 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, 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;
 - 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.
- 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.

AFFIRMATION OF TRAINING

In accordance with the requirements of UCA §52-4-104. et. seq., Utah's Open and Public Meetings Act, I _____, having been duly sworn, and on my oath, do affirm as follows:

I have completed the required annual training for a member of **Scholar Academy Board of Directors** by way of the following:

- Online video
- Review of the PDF presentation I received via e-mail (the state legislature version) or other source
- Review of PowerPoint presentation I received via e-mail or other source
- Other: Attended In-Person Training and Received PDF Presentation

Further, your affiant sayth not.

DATED this 2nd day of June, 2022

Board Member Signature

Board Member Annual Commitment to Ethical Behavior

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

Signature _____
Board Member Name

Date

Signature _____
Board Member Name

Date

Signature _____
Board Member Name

Date

Signature _____
Board Member Name

Date

Signature _____
Board Member Name

Date

Signature _____
Board Member Name

Date

Signature _____
Board Member Name

Date

Scholar Academy Positive Behavior Plan

Positive Behavior Specialist: Traelle Gailey, Jeff Hall, Alison Newkirk, Kara Larsen

Scholar Academy Board of Directors approved the date plan:

Programs we **already** have in place that focus on peer pressure, mental health and creating positive relationships:

Name of Program:	How the program addresses the use of tobacco, alcohol, electronic cigarette products, and other controlled substances:
<p>Second Steps Program</p> <p>Progress: Scholar Academy purchased additional digital support materials that are compatible with Smart Boards. This addition made the program simpler to use and teach. All areas of the Second Steps program were taught with fidelity in all grades, Kindergarten – to 8th grade. Some of the highlights of the program are Growth Mindset, Emotion Management, Empathy, Kindness, Problem-Solving, and Anti-Bullying.</p>	<p>The Second Steps Program is a Social/Emotional program that shows the positive effects of universal, classroom-based SEL programs for children. There’s also broad recognition that benefits are even greater when children experience SEL throughout their day, across home, school, and out-of-school time environments, and throughout developmental stages. When implemented holistically, with a coordinated, community-wide approach, SEL can build stronger communities and support inclusive, equitable learning. Students who participate in SEL programs have shown a decreased desire to engage in activities that involve drug and alcohol use. The SEL curriculum team researched CASEL guidelines to choose a program that would encompass what we are hoping to do with our students.</p>
<p>School Counselor- Individual, small group, and classroom guidance lessons.</p> <p>Progress: Mrs. Murphy was incredible in assisting our school through trauma this year. She met with kids individually as well as taught whole classes on mental health awareness and dealing with stress.</p>	<p>Students who are taught appropriate skills to manage trauma, mental health challenges, and chronic stress are more likely to build resilience within themselves and the family system.</p>
<p>Bullying Prevention/Cyber Bullying</p> <p>Progress: Second Steps SEL program has a component that provides explicit instruction on anti-bullying, cyberbullying and prevention strategies.</p>	<p>Classroom based guidance lessons that help students identify the impact of bullying. Surveys indicate that children view bullying as the worst experience of childhood, other than losing a loved one. This program identifies the key factors and forms of bullying. It also addresses Cyberbullying and prevention strategies.</p>
<p>Hope Squad</p> <p>Progress: The Hope Squad advisors held weekly classes/meetings to provide support and instruction for members. The Hope Squad members then</p>	<p>Hope Squad is a peer-to-peer suicide prevention program. Hope Squad members are nominated by their classmates as trustworthy peers and trained by advisors. The program reduces youth suicide through education, training, and peer intervention.</p>

provided a listening ear, friendship, and support to their peers.	Squad meets once a month to plan and participate in lessons provided by trained Hope Squad advisors.
Health and Safety Fair Progress: Mr. Pratt served as the chairman of the Health and Safety Fair. He created a digital fair to make it more inclusive and assessable for all students. The fair was well attended, and Scholar Academy partnered with many businesses, agencies and organizations in our area.	The Community Health and Safety Fair is a resource to engage the public about common health and safety topics. By partnering with local area agencies, businesses, and organizations, we are able to provide education, resources, and information regarding health issue as well as mental health awareness.

Programs we are **building** or adding to address peer pressure, mental health, and creating positive relationships:

Name of Program:	How program will address the use of tobacco, alcohol, electronic cigarette products, and other controlled substances:
Life Skills Training- Promoting Health and Personal Development	The Life Skills Training program was carefully designed to target the primary causes of tobacco use. Life Skills Training addresses all the most important factors leading adolescents to use one or more drugs by teaching a combination of health information, general skills, and drug resistance skills. Life Skills also addresses the importance of positive relationships and avoiding negative pressures.
1. Safe UT Progress: We were able to meet with Senator Thatcher regarding the Safe UT app. Scholar now has three representatives from our school participating in the Safe UT app. We have also distributed information to students to take home as well as hung posters around the school.	SafeUT app is a confidentiality reporting app, where students can report harm done to themselves or others. Through the SafeUT app, students who are experiencing suicidal ideation can connect with individuals trained in coping skills awareness and treatment. Students can talk to mental health experts. SafeUT provides posters to hang around the school as well as information for students to take home.
2. Red Ribbon Week Progress: We are currently developing and creating a team to create a plan for Red Ribbon Week in the future.	Red Ribbon Week focuses on student attitudes surrounding drugs, alcohol, and other substances, as well as attitudes surrounding community and community connectedness. Red ribbon week addresses avoiding negative peer pressure.

Other programs, clubs, service opportunities and pro-social activities we **already** have in place:

Name of Program, Club, Service Opportunity, or Pro-Social Activities:	How program, club, etc. addresses the use of tobacco, alcohol, electronic cigarette products, and other controlled substances:
	These programs assist in teaching students' skills to help them in becoming people of good character. Character

	education is about teaching, practicing, and modeling personal and civic values. Students who participate in character building programs have shown a decreased desire to engage in activities that involve drug and alcohol use. These programs promote family and community involvement, thus promoting positive relationships both inside and outside of school.
1. Principals 100 club Progress: The staff at Scholar used the OWL tickets to promote school pride and positive behavior. Administrators were able to host “Mystery Motivators” activities throughout the year.	Students are recognized for following the OWLS: O=Obey Rules W=Work Hard L= Listen and Learn and S = Show school pride. Owl tickets are given school wide. Turned in for a spot on the 100-club board. Once a ten across or bingo is attained, the principal will host a mystery motivator, such as a game, treat or other activity.
2. Scholar Stars Progress: Each month the administrators host a breakfast and activity for the students that exemplified each skill/attribute for that month. This program promotes good relationships between staff and students as well as positive behavior.	Each month the focus is on skills that each Scholar Owl should exemplify. Students are recognized at a special breakfast and activity, for skills such as emotional management, compassion, problem solving, forgiveness, initiative, integrity, perseverance, respect, and service.
3. Citizen of the Term Progress: Students were recognized throughout the year for possessing excellence, effort and respect for others. Additionally, during 8 th grade graduation, students were given awards to recognize students for these attributes as well.	6 th , 7 th , and 8 th grade students are acknowledged for excellence, effort, and level of respect for others. An event is held during school hours to honor those chosen each term. Citizens are given a certificate and their picture is hung in the hall for the term.
4. Literacy Night Progress: Literacy night was held on March 3, 2022. There were teacher-led activities, snacks, games, and literature prizes. Literacy night was well attended with most families in attendance.	This program promotes pro-social behavior through family/community building and connection. It builds a positive association between school and home and helps to orient students toward their future. Families are welcomed to the school to participate in various literacy activities.
5. Night of the Arts Progress: Night of the Arts program was fully implemented. Many students were able to participate and received recognition for their efforts at an event that evening.	The Night of the Arts program provides opportunities for recognition and access to the arts which boost student confidence and success in the arts and in life. Students are acknowledged for their creativity and families are welcomed to the recognition evening.
6. Service-Learning Opportunities Progress: Service-Learning this year was school-based. Due to Covid, we weren’t able to send students into the community to complete service. This opened up an opportunity for students/staff to complete service for our school community. Providing students this opportunity helps to increase school pride and a feeling of belonging on campus.	Service Learning is an educational approach where a student learns theories in the classroom and at the same time volunteers with an agency (usually a non-profit or social service group) and engages in reflection activities to deepen their understanding of what is being taught.

Other programs, clubs, service opportunities and pro-social activities we are **building** or adding:

Name of Program, Club, Service Opportunity, or Pro-Social Activities:	How program, club, etc. will address the use of tobacco, alcohol, electronic cigarette products, and other controlled substances:
<p>1. Hope Squad Junior</p> <p>Progress: Mr. Pratt and Mrs. Newkirk are the trained Scholar Hope Squad advisors. This year we created the Hope Squad for the Jr. High students and will be implementing Hope Squad Junior for 4th, 5th, and 6th-grade students this coming school year, 2022/2023.</p>	<p>“The elementary HOPE Squad is really the introduction to what HOPE Squad is really about. They spend one full year on anti-bullying. They spend one full year on resiliency, and then they spend another year on mental-wellness.”—Greg Hudnall, executive director of Hope4Utah</p>
<p>2. Stem/Math Night</p> <p>Progress: STEM/Math night was partially implemented along with the Science Fair that was held the evening of May 19th. Students that chose to participate received feedback from community members as well as awards.</p>	<p>A STEM Family Night is an evening of hands-on science, math, and engineering activities for students and families to complete together. The event includes a range of activities covering different STEM topics and connections to exciting STEM careers.</p> <p>Math Nights engage students and parents together in math activities, using fun learning experiences and games. These experiences inspire students' interest in math, help them understand master math concepts, promote STEM literacy and empower families to support their children's success in math.</p>
<p>3. Science Fair</p> <p>Progress: Scholar Academy Science Fair was held on May 19th. It was an optional activity for students from 3rd – to 8th grades. Students received feedback and awards from community members/staff. The event was well attended, and the feedback received was very positive.</p>	<p>Science fair project entries employ the scientific method to test a hypothesis. Science fairs are not exhibits or mere displays of projects. Students present their science project results in the form of a report, display board, and/or models that they have created. School communities are invited to observe the projects.</p>

References

Life Skills Training
Promoting Health and Personal Development. Gilbert J Botvin, Ph. D

Core Practices, EL Education
A Vision for Improving Schools. EL Education.org

Practical Solutions for Challenging Students K – 12
Total Behavioral Management. Kathryn P. Phillips M.A.

Management in the Active Classroom. Ron Berger, Dina Strasser, Libby Woodfin

Implementing Social and Emotional Learning in Classrooms and Schools. Marc A. Brackett, Nicole A. Elbertson

Yale Center for Emotional Intelligence

An Educator's guide to Bullying/Cyberbullying Prevention. National Professional Resources, [www. NPRinc.com](http://www.NPRinc.com)
Character Matters. National Professional Resources, www. NPRinc.com

Social Activity, School-Related Activity, and Anti-Substance Use Media Messages on Adolescent Tobacco and Alcohol Use.

Journal of Human Behavior in the Social Environment 21(5):475-489

**Scholar Academy
Board of Directors Meeting
May 5, 2022**

Anchor Location: 928 North 100 East, Tooele, UT 84074

This meeting of the board of directors was held electronically.

In Attendance: Jared Hamner, Johanna Leonelli, Cami Cazier

Others In Attendance: Traelle Gailey, Krystal Taylor

Excused: Dustin Laughlin, Dusty Griffith

MINUTES

CALL TO ORDER

Jared Hamner called the meeting to order at 5:33PM.

PUBLIC COMMENT

There was no public comment.

CONSENT ITEMS

- March 31, 2022 Board Meeting and Closed Session Minutes
Johanna Leonelli made a motion up to approve the March 31, 2022 Board Meeting and Closed Session Minutes. Cami Cazier seconded the motion. Motion passed unanimously. Votes were as follows: Jared Hamner, Aye; Cami Cazier, Aye; Johanna Leonelli, Aye.

BUSINESS AND DISCUSSION ITEMS (To be discussed and/or voted on)

- Teton Science Trip Invoice
- Smart Board Purchase
- The board reviewed invoice information for the above purchases. Pricing came in higher than what was previously reviewed and approved by the board.
Johanna Leonelli made a motion up to approve the Teton Science Trip Invoice for an additional \$9,100 and the Smart Board Purchase for up to \$37,000 Cami Cazier seconded the motion. Motion passed unanimously. Votes were as follows: Jared Hamner, Aye; Johanna Leonelli, Aye; Cami Cazier, Aye.

CALENDARING

- Board Meeting June 2, 2022
The next board meeting will be on June 2nd.

ADJOURN

At 5:41PM Cami Cazier made a motion to adjourn. Johanna Leonelli seconded the motion. Motion passed unanimously. Votes were as follows: Jared Hamner, Aye; Johanna Leonelli, Aye, Cami Cazier, Aye.



Fraud Risk Assessment

INSTRUCTIONS:

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

Fraud Risk Assessment

Continued

*Total Points Earned: 355/395 *Risk Level: Very Low Low Moderate High Very High
> 355 316-355 276-315 200-275 < 200

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

*Entity Name: Scholar Academy _____

*Completed for Fiscal Year Ending: 2022 _____ *Completion Date: 06.02.2022

*CAO Name: Traelle Gailey *CFO Name: Dusty Griffith

*CAO Signature: _____ *CFO Signature: _____

*Required

Basic Separation of Duties

See the following page for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	✓			
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

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.

Scholar Academy
Proposed Initial FY23 Budget and Final FY22 Budget
For Approval at June 2, 2022 Board Meeting

Accounts	Actual FY2021 Results	Original FY2022 Budget	Current P&L Through 4-30-22	Proposed FY2022 Amended	Proposed FY2023 (All Funds)
Income					
1000 - Revenue From Local Sources	65,173	113,050	45,433	50,250	120,500
3000 - Revenue From State Sources	5,175,216	5,304,147	4,515,894	5,417,128	5,967,921
4000 - Revenue From Federal Sources	716,943	408,419	405,695	551,265	543,964
5000 - Other Financing Sources					
Total Income	5,957,332	5,825,616	4,967,022	6,018,643	6,632,385
Gross Margin	5,957,332	5,825,616	4,967,022	6,018,643	6,632,385
Gross Margin %	100.0%	100.0%	100.0%	100.0%	100.0%
Expenses					
0100 - Salaries	2,871,803	2,909,630	2,163,975	2,885,206	2,938,084
0200 - Employee Benefits	812,153	905,219	610,547	892,047	911,991
0300-Purchased Professional and Technical Services	368,740	385,000	312,732	419,500	427,000
0400-Purchased Property Services	100,361	100,000	65,754	105,500	101,500
0500-Other Purchased Services	31,289	55,000	57,805	90,000	90,000
0600-Supplies and Materials	425,723	507,500	405,255	635,500	609,000
0700-Property	100,885	40,000	0	10,000	440,000
0800-Debt Service and Miscellaneous	805,509	815,000	795,730	820,000	825,000
Total Expenses	5,516,463	5,717,349	4,411,798	5,857,753	6,342,575
Net Income	440,869	108,267	555,224	160,890	289,811
Net Income %	7.4%	1.9%	11.2%	2.7%	4.4%
EBITDA	440,869	108,267	555,224	160,890	289,811
EBITDA %	7.4%	1.9%	11.2%	2.7%	4.4%

Notes:



May 3, 2022

Board of Directors
Scholar Academy
928 N 100 E
Tooele, Utah 84074

You have requested that we audit the financial statements of the governmental activities and each major fund of Scholar Academy (the School) as of June 30, 2022, and for the year then ended, and the related notes to the financial statements, which collectively comprise the School's basic financial statements.

In addition, we will audit the entity's compliance over major federal award programs for the period ended June 30, 2022, if federal expenditures exceed \$750,000. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

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

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

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB), require that Management's Discussion and Analysis, Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual – General Fund and Notes to Required Supplementary Information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, 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. 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 accounting principles generally accepted in the United States of America. 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

Schedule of Expenditures of Federal Awards

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

Data Collection Form

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

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

Audit of the Financial Statements

We will conduct our audits in accordance with GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America, the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and, in accordance with any state or regulatory audit requirements. As part of an audit of financial statements in accordance with GAAS and in accordance with *Government Auditing Standards*, Uniform Guidance and/or any state or regulatory audit requirements we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

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

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America and/or state or regulatory audit requirements.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

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. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor’s report, or if necessary, withdraw from the engagement. 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 to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

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

We also will issue a written report on our financial statement and single audit upon completion of our audit.

Audit of Major Program Compliance

Our audit of the School’s major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on

compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit.

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

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

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

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

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

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:

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

2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely, the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, including disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
16. For adjusting the 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 year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. 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 compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and

22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

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

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited 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.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

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

- Prepare federal and state income tax returns, as applicable.
- Prepare or assist with preparing financial statements in conformity with U.S. generally accepted accounting principles based on information provided by you.
- Complete the auditee's portion of the Data Collection Form, as applicable.

We will not assume management responsibilities on behalf of the School. The School's management understands and agrees that any advice or recommendation we may provide in connection with our audit engagement are solely to assist management in performing its responsibilities.

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 services are as follows:

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

Fees and Timing

Ken Jeppesen is the engagement partner for the audit services specified in this letter. He will be assisted with the Single Audit portion of the engagement by Paul Skeen. 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 July 25, 2022.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses, including administrative charges. Invoices are payable upon presentation. We estimate that our fees for the financial statement audit and state compliance procedures will be \$12,250. If a Single Audit is required, or Information Return Form 990 is requested to be completed, these fees will be billed separately.

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.

The ability to perform and complete our engagement consistent with the estimated fee included above depends upon the quality of your underlying accounting records and the timeliness of your personnel in providing information and responding to our requests. To assist with this process, we will provide you with a Prepared-by-Client (PBC) request that identifies the information required to perform our engagement, as well as a planned timeline for the engagement. A failure to provide this information in an accurate and timely manner may result in an increase in our fees and/or a delay in the completion of our engagement.

We may be requested to make certain audit documentation available to outside parties, including regulators, pursuant to authority provided by law or regulation or applicable professional standards. 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 the outside party, who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in making such audit documentation available or 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 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.

Other Matters

During the course of the engagement, we will only provide confidential engagement documentation to you via Eide Bailly's secure portal or other secure methods, and request that you use the same or similar tools in providing information to us. Should you choose not to utilize secure communication applications, you acknowledge that such communication contains a risk of the information being made available to unintended third parties. Similarly, we may communicate with you or your personnel via e-mail or other electronic methods, and you acknowledge that communication in those mediums contains a risk of misdirected or intercepted communications.

Should you provide us with remote access to your information technology environment, including but not limited to your financial reporting system, you agree to (1) assign unique usernames and passwords for use by our personnel in accessing the system and to provide this information in a secure manner; (2) limit access to "read only" to prevent any unintentional deletion or alteration of your data; (3) limit access to the areas of your technology environment necessary to perform the procedures agreed upon; and (4) disable all usernames and passwords provided to us upon the completion of procedures for which access was provided. We agree to only access your technology environment to the extent necessary to perform the identified procedures.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your website or elsewhere, 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.

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 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.

Neither of us may use or disclose the other's confidential information for any purpose except as permitted under this engagement letter or as otherwise necessary for Eide Bailly to provide the services. Your confidential information is defined as any information you provide to us that is not available to the public. Eide Bailly's confidential information includes our audit documentation for this engagement. Our audit documentation shall at all times remain the property of Eide Bailly LLP. The confidentiality obligations described in this paragraph shall supersede and replace any and all prior confidentiality and/or nondisclosure agreements (NDAs) between us.

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

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

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

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.

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.

MEDIATION

Any disagreement, controversy or claim arising out of or related to any aspect of our services or relationship with you (hereafter a "Dispute") shall, as a precondition to litigation in court, first be submitted to mediation. In mediation, the parties attempt to reach an amicable resolution of the Dispute with the aid of an impartial mediator. Mediation shall begin by service of a written demand. The mediator will be selected by mutual agreement. If we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA"). Mediation shall be conducted with the parties in person in Salt Lake City, 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. Neither party may commence a lawsuit until the mediator declares an impasse.

LIMITED INDEMNITY

Eide Bailly LLP and its partners, affiliates, officers, and employees (collectively "Eide Bailly") shall not be responsible for any misstatements in your financial statements and information return that we may fail to detect as a result of misrepresentations or concealment of information by any of your owners, directors, officers, or employees. You shall indemnify and hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages, and attorneys' fees arising from any such misstatement or concealment of information.

If through no fault of Eide Bailly we are named as a party to a dispute between you and a third party, you shall indemnify and hold Eide Bailly harmless against any losses, damages, settlements, judgments, awards, and the costs of litigation (including attorneys' fees) we incur in connection with the dispute.

Eide Bailly shall not be entitled to indemnification under this agreement unless the services were performed in accordance with professional standards in all material respects.

LIMITATION OF LIABILITY

The exclusive remedy available to you for any alleged loss or damages arising from or related to Eide Bailly’s services or relationship with you shall be the right to pursue claims for actual damages that are directly caused by Eide Bailly’s breach of this agreement or Eide Bailly’s violation of applicable professional standards. In no event shall Eide Bailly’s aggregate liability to you exceed two times fees paid under this agreement, nor shall Eide Bailly ever be liable to you for incidental, consequential, punitive, or exemplary damages, or attorneys’ fees.

TIME LIMITATION

You may not bring any legal proceeding against Eide Bailly unless it is commenced within twenty-four (24) months (“Limitation Period”) after the date when we delivered 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 audit and information return preparation. The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of a possible Dispute.

GOVERNING LAW AND VENUE

Any Dispute between us, including any Dispute related to the engagement contemplated by this agreement, shall be governed by Utah law. Any unresolved Dispute shall be submitted to a federal or state court located in Salt Lake City, Utah.

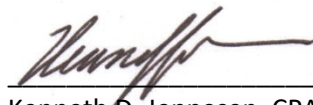
ASSIGNMENTS PROHIBITED

You shall not assign, sell, barter, or transfer any legal rights, causes of actions, claims, or Disputes you may have against Eide Bailly to any person.

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 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: _____

The Chariot Group, Inc.

www.chariotgroup.com
 3120 Denali Street, Suite 1
 Anchorage, AK 99503
 (877) 822-5300 TIN # 92-0169059



Invoice

DATE	INVOICE #
9/23/2021	44045

BILL TO

Scholar Academy
 928 N. 100 E.
 Tooele, UT 84074
 Attn: Accts Payable

P.O. No.	TERMS	DUE DATE	REP	ORDER DATE	CUSTOMER
PO75657	Due Upon Receipt	9/23/2021	SVC	9/23/2021	70114E - 232808
QTY	DESCRIPTION			RATE	AMOUNT
22	ED-SW-EXT-3, SMART Learning Suite - 3 year extended software maintenance, quantity 21-50			83.36	1,833.92
Thank You for Your Business!				Total	\$1,833.92
				Payments/Credits	\$0.00
				Balance Due	\$1,833.92

1.5% per month interest charged on overdue balances.
 Returns must be made within 30 days of invoice date and be in factory fresh condition. Restocking fee & freight charges apply.



DHE Computer Systems, LLC

CO - 7076 S Alton Way, Building C, Centennial CO 80112
AZ - 415 S. 48th Street Suite 100, Tempe AZ, 85281
888.290.6050 | sales@dhecs.com | www.dhecs.com

QUOTE

QUOTE DATE: 05/17/2022
QUOTE #: SQ-052898
EXPIRATION DATE: 06/16/2022

BILL TO

Scholar Academy
Scholar Charter School
928 North 100 East
Tooele, UT 84074

SHIP TO

Scholar Academy
Scholar Charter School
928 North 100 East
Tooele, UT 84074
Karen Morgan

P.O. NUMBER	PAYMENT TERMS	SHIPPING METHOD	QUOTE DATE	SHIP DATE	SALES REP
	Net 30	BEST WAY	05/17/2022	06/16/2022	TR

ITEM	DESCRIPTION	QTY	UNIT PRICE	LINE TOTAL
81M80063US	100e, Intel Celeron N4020, 11.6 HD Display, Windows 10 Pro Shape the Future Entry, 4 GB Memory, 64GB EMMC, Intel 9560 11AC 2x2 + BT5.0, 720p Camera, 3 Cell 42 WH Battery, Keyboard, 1 Year Mail in Warranty	112	\$245.27	\$27,470.24
5WS0N75691	3Y Depot (School Year Term)	112	\$27.5	\$3,080.00
SUBTOTAL				\$30,550.24
Total Applicable Taxes				\$0.00
TOTAL				\$30,550.24

Comments:**APPROVED BY**

Name	Signature	Date
_____	_____	_____

Pricing is firm for 30 Days after receipt of quotation. After 30 Days, pricing is subject to change without notice. Please contact your account manager for more information - 888.290.6050 or sales@dhecs.com



Proposal for Partnership

Quote Number	Q-26015	Created Date	05/12/2022
Account Name	Scholar Academy (UT)	Expiration Date	06/11/2022
Primary Contact	Shannon Proctor	Prepared By	Angie Jennings
		Email	angie.jennings@openup.org

Bill To	Shannon Proctor 928 N 100 E Tooele, UT 84074	Ship To	Shannon Proctor 928 N 100 E Tooele, UT 84074-4630
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Introduction

Open Up Resources is pleased to submit this proposal for partnership. We are poised to deliver a best-in-class solution that suits your approach to teaching and learning.

The following quote outlines pricing for the requested materials and services; please contact us should your needs change. We will confirm this order upon receipt of your purchase order(s).

Thank you!

Product	Product Code	Unit Price	Qty.	Total Price
OUR K5 MATH GK STDNT COURSE	9781638426752	\$24.00	80	\$1,920.00
OUR K5 MATH G1 STDNT COURSE	9781638426844	\$24.00	80	\$1,920.00
OUR K5 MATH G2 STDNT COURSE	9781638426936	\$24.00	80	\$1,920.00
OUR K5 MATH G3 STDNT COURSE	9781638427032	\$24.00	80	\$1,920.00
OUR K5 MATH G4 STDNT COURSE	9781638427124	\$24.00	80	\$1,920.00
OUR K5 MATH G5 STDNT COURSE	9781638427223	\$24.00	80	\$1,920.00

Subtotal: \$11,520.00

Standard Shipping Subtotal: FREE*

Estimated Tax: \$806.40

Total: \$12,326.40

Terms & Conditions

Pricing Information:

- All prices are in US dollars and valid for 30 days from the date of this proposal. After this time period, prices, products, and services are subject to change without notice.
- Note: This is a cost proposal, not a formal contract.

Shipping and Handling Charges:

- **All orders for Alaska and Hawaii will be charged shipping based on weight and distance.**
- Standard orders will be shipped via ground carrier, standard delivery.
- Books are packed in cartons labeled with Grade and Unit Number. Pallets will be organized by the receiving school or district to aid in distribution to the appropriate locations. To minimize the number of pallets shipped per school, materials for more than one grade level may appear on a single pallet.
- *Additional charges may apply for expedited shipments or exceptionally large orders; please contact your field specialist if you have special shipping or delivery requirements. Requests for shipping or product order changes after submission of your order will be accommodated whenever possible, though fees for re-direction may apply.

Ordering Information:

Please submit your official purchase order, with authorized signature(s), electronically to your field specialist. Include:

- Your complete billing address.
- A primary contact name, email address, phone number, title, school, district, street address, city, state, and zip code.
- A copy of this proposal.
- Any additional special requirements for delivery.

Payment Information:

- We kindly request payment within 30 days. Open Up Resources is a 501C3 not-for-profit organization.
- A 3% service charge will be applied for credit card payments.
- After 90 days, a fee of 1.5% per month will be charged on unpaid balances

Shortages and Damaged Materials

Please inventory your materials upon receipt. Open Up Resources will replace damaged, missing, or incorrect materials from an order at no cost to the customer if notified within 30 days of the shipment arrival date.

Return requests for any other reason must be made within 30 days of the shipment arrival date and will be considered by Open Up Resources on a case-by-case basis.

The following materials are not refundable:

- Custom trade book bundles and their bins
- Lab Materials Kits

Warranty:

- Open Up warrants to the District that for one year from the date of purchase (the 'Warranty Period'), all printed textbooks provided by Open Up pursuant to this RFP ('Textbooks') will be free from material manufacturing defects in material and workmanship that render such Textbooks unusable. To the extent that a material manufacturing defect that makes any Textbook unusable is discovered during the Warranty Period, Open Up will provide the District with a functionally equivalent replacement Textbook at no additional cost to the District. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, OPEN UP MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE TEXTBOOKS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. THIS WARRANTY DOES NOT APPLY TO LAB MATERIALS KITS.
- The District must make best efforts to inspect books for material defects within 60 days of receipt to ensure timely replacement.
- Issues requiring warranty support may be directed to support@openup.org.

Tax Information:

Taxes have been estimated based on Open Up Resources' understanding of applicable taxes in your school's location. They will be confirmed at the time of invoicing.

**SPECIAL EDUCATION SERVICES AGREEMENT
BETWEEN
SCHOLAR ACADEMY
AND
ACADEMICA WEST, LLC**

This **SPECIAL EDUCATION SERVICES AGREEMENT** (the “**Agreement**”) is entered into with an effective date of **July 1, 2022** (the “**Effective Date**”) by and between **Scholar Academy** a Utah nonprofit corporation (the “**School**”), and **Academica West, LLC**, a Utah limited liability company (“**Academica West**”).

RECITALS

- A.** The School has received a charter (the “**Charter**”) from the Utah State Charter School Board (the “**Authorizer**”) to operate a charter school.
- B.** The School desires to ensure that it provides special education services to its students and operates its special education program in accordance with the requirements of its Charter and applicable laws.
- C.** Academica West has expertise and knowledge regarding the requirements associated with providing special education services and operating a special education program in compliance with applicable legal requirements.
- D.** The School believes that contracting with Academica West for special education services will allow the School’s administration to more successfully meet the requirements associated with providing special education services to its student and operating a special education program.
- E.** The School and Academica West desire to enter into this Agreement for the purpose of having Academica West provide certain special education services to the School as set forth herein.

AGREEMENT

1. **Services to be Performed by Academica West.** Academica West will perform certain services related to the School’s special education program (the “**Services**”) as requested by the School. The Services and applicable limitations are identified in **Exhibit A** attached to this Agreement.
2. **Compensation.** As compensation for the Services, the School will pay Academica West a fee in the amount of Twenty Five Thousand Dollars (\$25,000) (the “**Fee**”). Academica West will invoice the School for the Fee upon the execution of this Agreement, and the School will pay Academica West by check within thirty (30) days of the date of the invoice.

3. **Independent Contractor Status.** The relationship between Academica West and the School shall be that of independent contractor and contractee. Academica West shall not be considered an employee, partner, joint venturer, representative or agent of the School in connection with any of the transactions or relationships contemplated under this Agreement. Academica West shall not be authorized, without the prior written consent of the School in each specific case, to act on behalf of or to bind the School.

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

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

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

7. **Miscellaneous.**

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

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

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

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

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

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

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

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

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

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

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

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

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

Scholar Academy
a Utah nonprofit corporation

Board President

ACADEMICA WEST, LLC,
a Utah limited liability company

Kim Dohrer, President

EXHIBIT A
Description of the Services

- Student file reviews with the School's special education teacher(s), providing support and training to the teacher(s), up to twenty (20) hours (anticipated to be approximately ten (10) file reviews)
- Trainings, up to fifteen (15) hours (anticipated to be five (5) trainings of three (3) hours each)
- Behavioral consultation, up to twenty (20) hours
- Appeals to Results Driven Accountability (RDA) and Program Improvement Plan (PIP) support, up to fifteen (15) hours
- Support the School's special education personnel on high-need IEPs, up to twenty (20) hours
- Monthly mentoring for the School's special education personnel, up to twenty-five (25) hours

In addition, other services requested by the School, including but not limited to services provided in connection with due process complaints and state complaints, will be billed at \$135 per hour.

DATA CONFIDENTIALITY ADDENDUM

Recitals

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

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

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

Agreement

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

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

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

- (i) a student’s first and last name;
- (ii) the first and last name of a student’s family member;
- (iii) a student’s or a student’s family’s home or physical address;
- (iv) a student’s email address or other online contact information;
- (v) a student’s telephone number;
- (vi) a student’s social security number;
- (vii) a student’s biometric identifier;
- (viii) a student’s health or disability data;
- (ix) a student’s education entity student identification number;
- (x) a student’s social media user name and password or alias;

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

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

(ii) a processor serial number;

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

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

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

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

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

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

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

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

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

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

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

**Scholar Academy
Teacher and Student Success Plan (TSSA)
School Year: 2022– 2023**

School: Scholar Academy (6J)

Date Board Student Success Framework Approved: June 28, 2019

Date Teacher and Student Success Plan Approved: June 2, 2022

General Information – *In accordance with the Student Success Framework approved by Scholar Board, the school’s administration has created a Teacher and Student Success Plan designed to improve the school’s performance under the state’s accountability system (SBE staff have indicated that this means achieving at least a 1% increase from the previous year’s overall score). The Plan will be submitted to the Board for approval. The Board will annually review the Plan submitted and use its best efforts to complete the approval process by June 30 each year. **The Scholar Academy School Land Trust Council will select a component of the approved plan to address within the School Land Trust Plan.***

Goals based on Scholar Student Needs

1. SA Students in grades 3 - 8 will increase language arts scores by 1 percentage point as compared to the previous years’ proficiency scores. **
2. SA Students in grades 3 - 8 will increase math scores by 1% percentage points as compared to the previous years’ proficiency scores. **
3. SA Students in Grades 1-2 will meet at least one of the goals established in the K/3 Literacy Plan
4. 90% of SA Students in grades 7-8 will pass all four core classes (Math, English, Science, Social Studies)
5. 70% of students in grades 1-8 attending after school Math, Reading or English tutoring for 1 term (8 sessions) will improve performance on in -class formative assessments

Measurement

1. Goal 1 measured by end of year summative test.
2. Goal 2 measured by end of year summative test.
3. Goal 3 measured by EOY Acadience scores
4. Goal 4 is measured by the number of 7th/8th students passing Core classes
5. Goal 5 is measured by the growth students demonstrate in core classes on in-class assessments

Action Steps

- Mentors will be assigned and assist new teachers in establishing best classroom practices. Instructional coach will work with staff on implementing best practices in core classes

- Teachers assigned to ZAP will extend the workday by 1 hour to assist students in grades 7-8 with assignments
- Teachers will use data to create instructional opportunities for students.
- Students will take end of year summative tests in language arts and math.
- Staff in grades 7-8 will be assigned 1 hour of ZAP class each week
- Staff will offer before or after school math or reading tutoring in grades 1-8
- Administration will provide reinforcement of current school programs to assist teachers with their classrooms.

Budget

40% of the budget will be used to retain quality teachers

10% of the budget will be used for mentor stipends

10 % of the budget will be used to pay staff for ZAP duties and tutoring

40% of the budget will be used to augment existing school programs

Scholar Academy will post on the website at scholarcharter.org (a) the approved Plan, (b) a description of the school's allocation budgeted and actual expenditures, (c) a summary of how the expenditures help the school accomplish the plan, and (d) the school's current level of performance.

POLICIES, PROCEDURES, PLANS (“PPP”) REQUIRED TO BE REVIEWED AND/OR APPROVED
(Last Updated May 25, 2022)

<u>PPP Required by Law to be Reviewed</u>	<u>Frequency</u>	<u>Reviewer</u>
Attendance/Truancy	Annually	Board
Cash Handling	Annually	LEA
Donation and/or Fundraising	Annually	Board
Electronic Resources or Devices ¹	Once every three years	LEA
Emergency Response/Preparedness Plan	Once every three years	Emerg. Committee
Fee Waiver ²	Annually	Board
Financial Reporting	Annually	LEA
Parent and Family Engagement, Compact, Plan ³	Annually	LEA
Procurement	Annually	LEA
Purchasing and Disbursement	Annually	LEA
Sex Education Instruction	Every two years	Board
Wellness ⁴	Periodically	Wellness Committee

<u>PPP Required by PPP only to be Reviewed</u>	<u>Frequency</u>	<u>Reviewer</u>
Information Technology Security Policy & Plan	Periodically	IT Security Manager
Meal Charge/Alternate Meal Policy/Proc ⁴	Annually	LEA
Student Conduct and Discipline Policy & Plan	As Necessary	Not Specified

<u>PPP Required by Law to be Re-Approved</u>	<u>Frequency</u>	<u>Approver</u>
Electronic Resources or Devices ¹	Once every three years	Board
Fee Waiver ²	Annually	Board
Parent and Family Engagement ³	Periodically	Board
Wellness ⁴	Once every three years	Board

¹ Also includes Acceptable Use, Internet Safety, and other similar policies. A footnote should be added to the policy(ies) indicating the effective date of the last review.

² Law actually only requires annual review and approval if the school charges fees, but all of our schools’ policies require annual review and approval by the Board regardless if school charges fees or not.

³ Review and approval requirements only apply if school receives Title I funds.

⁴ Review and approval requirements only apply if school participates in USDA food program.

**Scholar Academy
Policy: Travel Policy
Adopted: June 2, 2022 PURPOSE**

The purpose of this policy is to establish procedures for authorization of travel by employees or agents of Scholar Academy (the "School") who may be required to travel to fulfill their official duties or to attend seminars, conferences or other professional or educational activities benefiting the School.

POLICY

1. This policy applies to all employee, official, or agent travel for School business. This includes but is not limited to:
 - a. Travel requiring an overnight stay; and
 - b. Conventions and conferences when no overnight stay is required.
2. This policy does not apply to field trips.
3. All travel must be approved in advance by the Principal, or the Board if the Principal is the traveler. Where possible, all requests for approval for travel outside of the state will be requested at least three weeks prior to the out-of-state departure date and prior to making any arrangements. All requests for approval for travel inside the state will be requested at least two weeks prior to the in-state travel, where possible. Any travel approved less than two weeks prior to the travel will be paid only by reimbursement. Travel requests shall explain the purpose of the travel and, where applicable, include the conference registration materials, proposed hotel accommodations, and approximate airfare.
4. Per Diem expenses will be paid for all approved travel events that are more than 100 miles from the School campus. The per diem will be paid to the traveler by check no less than 48 hours prior to departure date.
 - a. Out-of-State per diem of up to \$75 per day.
 - b. In-State per diem of up to \$60 per day.
5. Reasonable and necessary ground transfer and mileage rate expenses will be reimbursed based on receipts submitted for such expenses. The traveler is responsible for collecting receipts in order to present them for reimbursement. Mileage will be reimbursed at the standard IRS mileage reimbursement rates in effect at the time.
6. Reasonable and necessary hotel accommodations are approved for the number of days a conference is in session, less one. Additional 1-2 nights of hotel accommodations is approved when an additional travel day is required prior to or after a conference concludes. Other additional days of hotel accommodations will be allowed only when approved in advance of the conference start date by the Principal or the President of the Board of Directors.

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SCHOLAR ACADEMY

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Scholar Academy

Policy: LEA-Specific Educator License Policy

Adopted: October 1, 2020

Amended: **June 2, 2022**

Purpose

Scholar Academy (the "School") is committed to employing educators who are properly licensed and qualified for their positions. This policy is adopted in accordance with Rule R277-301 and governs the School's application for LEA-specific educator licenses and its employment of educators on such licenses.

The School acknowledges that the purpose of LEA-specific educator licenses is to allow the School to hire otherwise qualified educators during the period that they are preparing and completing requirements to qualify for an associate educator license or a professional educator license.

Policy

Applying for an LEA-Specific Educator License

The School's administration will propose to the Board of Directors (the "Board") candidates for an LEA-specific educator license as the need arises.

When the administration proposes a candidate for an LEA-specific license, they will follow the procedures below and provide the Board with an explanation and rationale for requesting an LEA-specific educator license under the criteria contained in this policy.

When the Board determines that it is appropriate under this policy, the Board will approve the request for an LEA-specific educator license in a public meeting. Approval will take place no more than 60 days prior to submitting the application to the USBE on behalf of the candidate.

The Board will apply for the LEA-specific educator license for one, two, or three years as requested by the administration and approved by the Board, and in accordance with R277-301-7.

The School may not issue an LEA-specific license area of concentration to an educator for the license areas identified in R277-301-7, including special education, pre-school special education, deaf education, school psychologist, school social worker, audiologist, speech language therapist, or speech language pathologist.

Deleted: An LEA-specific educator license for a license area in special education or preschool special education may only be issued for one school year and may not be renewed. If an educator at the School is granted such an LEA-specific educator license, the School will provide special education law training recommended by the USBE Superintendent within the first month of the educator's employment....

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SCHOLAR ACADEMY

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In accordance with R277-301-8, the Board may request an eminence designation for an LEA-Specific license, license area, or endorsement for a teacher whose employment with the School is no more than 37% of a teacher's regular instruction load.

Criteria for Employing Educators with an LEA-Specific Educator License

The School will use the following processes and consider the following criteria in determining whether to employ an educator and apply for an LEA-specific educator license:

1. Vet each candidate and contact references in order to verify that they are a strong candidate. In particular, ensure that the candidate does not have any prior misconduct that would impair their success in teaching.
2. Interview each candidate and verify that they support the School's IB focus.
3. Consider the extent to which each candidate has training in the content area and the ability to facilitate student learning in that content area.
4. Consider the extent to which each candidate has experience and the ability to effectively teach courses.
5. Consider whether the LEA-specific educator license is sought in a content area in which there is a shortage of qualified educators in the state.

When an LEA-specific license, license area, or endorsement is sought for an educator for a subject that comprises less than 50% of the educator's course load, the following criteria will also be considered:

1. Consider whether the educator is a certified teacher in other content areas.
2. Consider whether the number of periods to be taught under the LEA-specific license, license area, or endorsement constitutes a full teaching load.
3. Consider whether the School currently employs or is hiring a teacher who does not have a degree or endorsement in the content area but who can also teach other areas in which they are licensed.
4. Consider whether the educator has demonstrated proficiency in teaching these courses.

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SCHOLAR ACADEMY

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5. Consider whether the administration has identified other qualified candidates with the necessary dual licensing.

The School will also ensure that a candidate for an LEA-specific educator license has completed (or will timely complete) the required criminal background check and educator ethics review described in R277-301-7.

Educator Preparation and Support

Within the first year of employment, the School will train each educator holding an LEA-specific educator license on:

- (a) educator ethics;
- (b) classroom management and instruction;
- (c) basic special education law and instruction; and
- (d) the Utah Effective Teaching Standards described in R277-530.

Website Posting

This policy will be posted on the School's website.

The School will also prominently post the following information on its website:

- (a) disclosure of the fact that the School employs individuals holding LEA-specific licenses, license areas, or endorsements;
- (b) an explanation of the types of licenses issued by the USBE;
- (c) the percentage of the types of licenses, license areas, and endorsements held by educators employed in the School based on the employees' FTE as reported to the USBE Superintendent; and
- (d) a link to the Utah Educator Look-up Tool provided by the USBE Superintendent in accordance with Subsection [R277-312-7\(6\)](#).

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Board Approved: ✓

SCHOLAR ACADEMY

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Scholar Academy
Policy: Procurement Policy
Adopted: September 27, 2017
Amended: June 2, 2022

Policy

Scholar Academy (the "School") will follow applicable state and federal laws in connection with the procurement of services, supplies and equipment, including but not limited to the provisions of the Utah Procurement Code at Utah Code [§ 63G-6a-101](#), et seq. and the administrative rules in Title R33 of the Utah Administrative Code.

Procurement Processes

The School will follow the procurement processes below unless an exception applies.

Quotes or Bids Not Required

No procurement process is required for purchases of items up to \$5,000. The School may make such purchases from any vendor without obtaining competitive bids or quotes. However, the School may only purchase up to \$10,000 worth of items each costing \$5,000 or less from one vendor at one time without obtaining competitive bids or quotes. The School may also only purchase up to \$50,000 worth of items each costing \$5,000 or less from one vendor during one year without obtaining competitive bids or quotes.

Quotes or Bids Required

For small purchases as defined in R33-5-107, which will typically include purchases of items between \$5,000.01 and \$50,000 other than professional services or construction projects, the School will obtain at least two competitive bids or quotes that include minimum specifications and purchase from the responsible vendor offering the lowest bid or quote meeting the specifications. The School will also record and maintain as a governmental record the names of the vendors offering bids or quotes and the date and amount of each bid or quote.

Formal Procurement Process Necessary

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For purchases of items over \$50,000 other than professional services or construction projects, the School will conduct a formal procurement process, such as an Invitation for Bids or a Request for Proposals.

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Professional Services

For small purchases of professional service providers and consultants as defined in R33-5-108, which will typically include purchases of such services up to \$100,000 per project, the School will first review the qualifications of at least three companies, firms, providers, and/or individuals and then select one through direct negotiation. Obtaining competitive bids or quotes for the above-described small purchases is not required.

For small purchases of design professional services as defined in R33-5-105, which will typically include purchases of such services up to \$100,000 per project, the School will first review the qualifications of at least three design professional firms and then select one through direct negotiation. The School will also include minimum specifications when doing a small purchase of design professional services as defined in R33-5-105. Obtaining competitive bids or quotes for the above-described small purchases is not required.

However, if the cost of a professional service provider's, consultant's, or design professional's services exceeds \$100,000, the School will conduct a formal procurement process for such services, such as an Invitation for Bids or a Request for Proposals.

Construction Projects

For small purchases of construction projects as defined in R33-5-106, the School may procure a small construction project up to \$25,000 from a contractor without obtaining competitive bids or quotes after documenting that all building code approvals, licensing requirements, permitting, and other construction related requirements are met. When procuring a small construction project costing between \$25,000.01 and \$100,000, the School will obtain at least two competitive bids or quotes that include minimum specifications and will award the project to the contractor with the lowest bid or quote that meets the specifications after documenting that all applicable building code approvals, licensing requirements, permitting, and other construction related requirements are met.

The School will include minimum specifications when doing a small purchase of a construction project as defined in R33-5-106. Contractors selected by the School to do a small construction project must certify that they are capable of meeting the minimum specifications of the project.

If the cost of a construction project exceeds \$100,000, the School will conduct a formal procurement process, such as an Invitation for Bids or a Request for Proposals.

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Other Requirements

The School will not artificially divide purchases or otherwise take steps in order to avoid the requirement to obtain competitive [bids or](#) quotes or conduct a [formal](#) procurement process.

School personnel will comply with the provisions of the Procurement Code prohibiting the acceptance of gratuities or kickbacks from vendors during the procurement process. [The School's contracts with vendors, including any renewal or extension periods, will not have a term that is longer than five years unless an exception applies or the School complies with the requirements of the Procurement Code governing any contract with a term that is longer than five years.](#)

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The School will comply with the requirements of the Procurement Code in connection with any contract with a term that is longer than five (5) years, including any automatic renewals or extensions. The School

The School will comply with the requirements of the Procurement Code in connection with any construction or real property improvements undertaken by the School.

When entering into a contract, the School will ensure that the contract includes appropriate language regarding the scope of work to be performed, adequately addresses any applicable federal requirements, and includes language regarding data privacy and use, where appropriate. The School will ensure that the appropriate legal review of contract language is performed prior to entering into the contract.

[Any alleged violations of this policy or applicable law shall be reported in writing to the School's Principal or Board of Directors.](#)

Review

[The School shall review this policy annually.](#)

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Board Approved:

SCHOLAR ACADEMY

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Scholar Academy Donations and Fundraising Policy Board Approved: September 19, 2013

Although Scholar Academy (the "School") does not typically engage directly in fundraising, it may do so on certain occasions in order to help advance the School's mission. The School encourages the contributions of gracious donors who have the resources and the inclination to make donations for the benefit of the School and its students. This policy establishes guidelines and standards for the School's acceptance of donations and gifts as well as for when the School engages in or sponsors fundraising activities.

Donations and Gifts

The School may not transfer or expend donated property in a manner contrary to donor restrictions imposed as a condition of making the donation. The Director is also responsible for ensuring that donor restrictions of accepted donations are complied with and that compliance can be verified. The Director will ensure that charitable donation receipts are provided to donors as necessary.

The Director must approve voluntary donations from private individual or organization in excess of \$1,000 and any donation involving donor restrictions prior to accepting the donation. The Board of Directors must approve any voluntary donations from private individual or organization in excess of \$10,000. The School may not accept donations with the condition that the donation provide direct benefit to specific School employees, students, vendors, or name brand goods or services.

If advertising or other services are offered to a donor in exchange for a donation or gift, the School will objectively value the donation or gift in order to ensure the School receives at least fair value.

The Director must ensure that any applicable fiscal policies of the School are complied with in connection with donations. The School will comply with other applicable laws and regulations, including. But not limited to procurement requirements, rules related to construction of improvements, IRS regulations, and Title IX requirements.

Board Approved: 09.19.2013

Fundraising

Fundraising is defined as an organized effort to solicit individuals, businesses or foundations for money or in-kind gifts to be given directly to the School.

For the purposes of this policy, "school sponsored" means activities that are expressly authorized by the School's Director or Board of Directors that support the School or authorized curricular clubs, activities, sports, classes, or programs that are themselves school sponsored. School-sponsored activities must be managed or supervised by School employees. Activities sponsored by the School's parent organization are not school-sponsored activities, but the parent organization may be involved in and provided assistance in connection with school-sponsored activities.

The following guidelines must be followed in connection with School fundraising:

1. The fundraising activity must be undertaken with the intent of obtaining a benefit consistent with the School's mission.
2. The fundraising activity must not violate the School's charter, Board policies, or applicable law.
3. Proposals for fundraising activities must be submitted to the School's Director for approval.
4. The Director may restrict the time, place, and manner of any approved fundraising activity.
5. Fundraising activities should be planned and scheduled in a manner that does not create conflict, confusion, or excessive fundraising pressures on students, families or potential donors.
6. Fundraising activities that may expose the School to risk of financial loss or liability if the activity is not successful should not be approved.
7. The participation of School employees, students and parents in any fundraising activity must be voluntary. However, School employees may be assigned to supervise students in connection with School-sponsored fundraising activities in connection with their employment. Such employees may be compensated for such work as appropriate as determined by the Director.
8. Students may not be required to participate in a fundraising activity as a condition for belonging to a team, club or group, and a student's fundraising efforts may not affect his or her participation time or standing in any team, club or group.
9. Competitive enticements for student participation in fundraising efforts are generally discouraged, and any such rewards or prizes must be approved by the Director.
10. The Director will ensure that the School's Fee Waiver Policy is complied with in connection with all School-sponsored fundraising activities that involve fees. Any fee waivers must be granted in accordance with the Fee Waiver Policy.
11. All funds raised through school-sponsored fundraising activities are considered public funds and will be handled accordingly. The Director will ensure that all other applicable fiscal policies are complied with in connection with fundraising activities.
12. Any fundraising activities that are related to the School but not school

sponsored, such as fundraising activities of the parent organization, should clearly inform School patrons that the activity is not school sponsored. School employees may participate in such activities as volunteers but must not represent that they are acting as employees or representatives of the School.

13. The Director will ensure that charitable donation receipts are provided as necessary.
14. The School's Employer identification number and sales tax exemption number may only be used by School personnel in connection with school-sponsored activities. No other entity, including the School's parent organization, may use these numbers.
15. Any School employee involved in managing or overseeing non-School-sponsored fundraising must disclose to the Director any financial or controlling interest in or access to bank accounts of the fundraising organization or company.
16. The School may cooperate with outside entities such as the parent organization in connection with non-school-sponsored fundraising activities. The School may allow these groups to use School facilities at little or no charge. At the Director's discretion, the School may provide some level of support or pay for portions of these activities. The details of the arrangements for non-school-sponsored fundraising activities shall be understood and agreed to by the Director and the representatives of the outside entity. This must take into consideration the School's fiduciary responsibility for the management and use of public funds and assets.
17. The School is committed to principles of gender equity and compliance with Title IX guidance. The School commits to use all facilities, unrestricted gifts and other available funds in harmony with these principles. The School reserves the right to decline or restrict donations, gifts, and fundraising proceeds, including those that might result in gender inequity or a violation of Title IX. Fundraising opportunities should be equitable for all students, comply with Title IX, and be in harmony with Article X of the Utah Constitution.

The Director will ensure that School employees receive appropriate training in connection with these policies. Training shall be provided at least annually to employees whose job duties are affected by the School's fiscal policies.

The Board will review this policy at least bi-annually.

Scholar Academy
Policy: Sex Education Instruction Policy
Approved: November 27, 2018

POLICY

The purpose of this policy is to ensure that the Sex Education Curriculum taught at Scholar 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.

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Board Approved: 11.27.2018,

Administrative Procedures Sex Education Instruction 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;
- The School will teach personal skills that encourage individual choice of abstinence and fidelity; and
- The School will obtain prior parental consent before any sex education instruction, maturation education, or other instructional program.

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 School's Board of Directors will review and approve the membership of the committee on or before August 1 each year.

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 in an open meeting. 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.

The following topic 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;

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- 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 all 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.

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Board Approved: 11.27.2018

SCHOLAR ACADEMY

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Scholar Academy

Policy: Electronic Resources Policy

Approved: September 9, 2021

Purpose

Scholar Academy recognizes the value of computer and other electronic resources to facilitate student learning and help the School's employees accomplish the School's mission. The School has therefore made substantial investments to establish a network and provide various electronic resources for its students' and employees' use. Because of the potential harm to students and the School from misuse of these resources, the School requires the safe and responsible use of computers; computer networks, including e-mail and the Internet; and other electronic resources. This policy is intended to ensure such safe and responsible use and to comply with Utah Administrative Rule R277-495, the Children's Internet Protection Act, and other applicable laws.

Electronic Devices

The School recognizes that various forms of electronic devices are widely used by both students and employees and are important tools in today's society. The School seeks to ensure that the use of electronic devices, both privately-owned devices and devices owned by the School, does not cause harm or otherwise interfere with the learning, safety, or security of students or employees.

Definitions

"Electronic device" means a device that is used for audio, video, or text communication or any other type of computer or computer-like instrument including: a smart phone, a smart or electronic watch, a tablet, or a virtual reality device.

"Instructional time" means the hours during the School day designated by the School for class instruction.

"Privately-owned electronic device" means an electronic device that is not owned or issued by the School to a student or employee.

"School day" means the hours that make up the School day according to the School's schedule.

“School-owned electronic device” means an electronic device that is owned, provided, issued, or lent by the School to a student or employee.

“School-sponsored activities” means field trips, curricular and extracurricular activities, and extended School-sponsored trips or activities, including School-provided transportation to and from such activities.

Student Use of Electronic Devices

Electronic devices may only be possessed and used by students during the School day and during School-sponsored activities in accordance with the following standards:

- Electronic devices may not be used to view, access, download, store, or transmit pornography or other obscene or inappropriate material.
- Electronic devices may not be used to bully, threaten, humiliate, embarrass, harass, or intimidate other students, teachers, volunteers, School guests, or School employees.
- Electronic devices may not be used in ways that violate local, state, or federal laws.
- Electronic devices may not be used during quizzes, tests, and standardized assessments except as otherwise provided herein.
- Electronic toys are not allowed in the School.
- Students may have privately-owned electronic devices at School during the School day.
- Privately-owned electronic devices must remain out of sight in a bag or backpack and be turned off during the School day.
- Students may not use or respond to privately-owned electronic devices during instructional time or during other times designated by teachers or the Principal.

Exceptions

The Principal may give permission for a student to possess an electronic device for good cause, including medical reasons, if the device does not distract from the instructional or educational process and is not otherwise used inappropriately.

Parents may request that the Principal allow a student to possess an electronic device on active mode at all times during the School day, with the exception of during tests and standardized assessments, for good cause, including medical needs or unusual family situations.

A student may possess an electronic device on active mode at all times during the regular School day, including during assessments, if such an accommodation is specified in a written Section 504 plan, an Individualized Education Plan, or in connection with other legitimate circumstances determined by the Principal.

Electronic devices may be used in the event of an emergency during the limited period of the emergency in order to protect the safety of a student or School employee, visitor or volunteer.

Parents may make other individualized requests for exceptions to this policy to the Principal.

Consequences for Violation

A student will receive one warning prior to discipline for violating this policy unless the violation involves cheating or constitutes a violation of the School's Student Conduct and Discipline Policy or Bullying and Hazing Policy or at the discretion of the Principal. On the second violation of this policy, a privately-owned electronic device will be confiscated, labeled, and held in a secure location. The Principal, teachers, and other individuals designated by the Principal may confiscate privately-owned electronic devices under this policy.

An individual other than a student that finds or confiscates a privately-owned electronic device may search the device for the purpose of determining the device's owner. Students may not search electronic devices. Electronic devices that are used inappropriately may be subject to search by the Principal if there is a reasonable suspicion that the device contains obscene or pornographic material or has been used to cheat or to threaten, embarrass, harass, or intimidate other students, teachers, volunteers, School guests, or School employees.

The School is not responsible for loss, damage or theft of any privately-owned electronic devices. The School will make reasonable efforts to notify parents/guardians that the School has a student's electronic device in its possession. Parents/guardians who show identification may retrieve confiscated electronic devices during School hours or by appointment. The School will retain un-retrieved electronic devices until the end of the School year, at which the devices will be disposed of in a manner that ensures that no data stored on the device may be retrieved.

The Principal may impose additional disciplinary consequences for a student's violation of this policy, considering the nature of the violation and other disciplinary actions in which the student has been involved. Such disciplinary actions may include:

- Loss of the privilege to possess or use electronic devices
- Disciplinary letter to the student's parent/guardian that is placed in the student's file
- Detention
- In-School suspension
- Suspension
- Expulsion
- Loss of the privilege of participating in School-sponsored activities or of receiving honor recognition

The School may contact law enforcement if School employees believe that a student has used an electronic device in connection with a violation of criminal law, and criminal penalties may arise from inappropriate use of electronic devices.

Notice of the Policy

The School will make the Electronic Resources Policy and these procedures accessible on the School's website, including in the same location as the School's Data Governance Plan required in R277-487.

Creative and Innovative Uses for Electronic Devices

Teachers and other School employees are encouraged to use electronic devices creatively in order to effectively communicate with students and parents/guardians and to enhance instruction. Creative uses might include notifying absent students of assignments, communicating with parents when students excel or if they are behind or absent, notifying students and parents of news articles or events that would enhance the learning experience, providing feedback to students on tests and assignments, parents notifying the School when students are absent or tardy.

Other Provisions

Picture taking or sound or video recording by students is prohibited in School unless authorized by a teacher or the Principal. Picture taking or sound or video recording by students is prohibited in private areas of the School such as locker rooms, counseling sessions, washrooms, and dressing areas.

Students bring privately-owned electronic devices on School property at their own risk. The School is not responsible for lost, stolen or damaged privately-owned electronic devices.

Students are responsible for their privately-owned electronic devices and may be subject to discipline if their device is misused by another.

Parents, guests and visitors to the School may use privately-owned electronic devices at School and at School-sponsored activities only in accordance with rules established by the Principal. Such individuals who use the School's electronic resources, including the School's equipment, services, or connectivity, whether on or off School property, may not use such resources to access inappropriate material or information.

Internet Safety

It is the School's policy to: (a) prevent user access over its computer network to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) prevent unauthorized access and other unlawful

online activity; (c) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and (d) comply with the Children’s Internet Protection Act (section 254(h) of title 47, United States Code).

Definitions

Key terms are as defined in the Children’s Internet Protection Act.

“Technology Protection Measure” means a specific technology that blocks or filters Internet access to visual depictions that are:

- 1- Obscene, as that term is defined in section 1460 of title 18, United States Code.
- 2- Child Pornography, as that term is defined in section 2256 of title 18, United States Code; or
- 3- Harmful to minors.

“Harmful to Minors” means any picture, image, graphic image file, or other visual depiction that:

- 1- Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;
- 2- Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
- 3- Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

“Sexual Act” and **“Sexual Contact”** have the meanings given such terms in section 2246 of title 18, United States Code.

Access to Inappropriate Material

To the extent practical, the School will employ technology protection measures (or “Internet filters”) to block or filter Internet access to—or other forms of electronic communications containing—inappropriate information over the School’s network or by School-owned electronic devices.

Specifically, as required by the Children’s Internet Protection Act, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors.

Subject to staff supervision, technology protection measures may be disabled or, in the case of minors, minimized only for bona fide research or other lawful purposes. Procedures for disabling or otherwise modifying any technology protection measures shall be the responsibility of the Principal or designated representatives.

Inappropriate Network Usage

To the extent practical, steps shall be taken to promote the safety and security of users of the School online computer network when using electronic mail, chat rooms, instant messaging, social media, and other forms of direct electronic communications.

Specifically, as required by the Children's Internet Protection Act, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called "hacking" and other unlawful activities and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

Education, Supervision and Monitoring

It shall be the responsibility of all School employees to educate, supervise and monitor appropriate usage of the School's online computer network and access to the Internet in accordance with this policy, the Children's Internet Protection Act, the Neighborhood Children's Internet Protection Act, and the Protecting Children in the 21st Century Act. This includes educating students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms, as well as cyberbullying awareness and response. The School will also provide information regarding these matters to parents/guardians.

Student Acceptable Use of School Electronic Resources

The School makes various electronic resources available to students. These resources include computers and other electronic devices and related software and hardware as well as the School's network and access to the Internet. The School's goal in providing such electronic resources to students is to enhance the educational experience and promote the accomplishment of the School's mission.

Electronic resources can provide access to a multitude of information and allow communication with people all over the world. Along with this access comes the availability of materials that may be considered inappropriate, unacceptable, of no educational value, or even illegal. The School has initiated safeguards to restrict access to inappropriate materials, and use of the Internet and other electronic resources is monitored as well.

In order to use the School's electronic resources, students must be willing to abide by the rules of acceptable use. Use of the School's electronic resources is a privilege, and students have no expectation of privacy in connection with their use of the School's electronic resources.

Students who abuse this privilege by actions such as damaging the School's electronic resources; violating copyrights; bullying, hazing, intimidation, humiliation, harassment and threats; accessing pornography or other obscene or inappropriate material; inappropriate language; gambling; unauthorized games; hacking; invasion of the reasonable expectations of privacy of students or employees; or other unauthorized or

inappropriate use, will be subject to discipline. Violation of policies and rules regarding use of the School's electronic resources may also result in confiscation of School-issued devices and denial of access to the School's electronic resources. This may result in missed assignments, inability to participate in required assignments and assessments, and possible loss of credit or academic grade consequences.

The School may contact law enforcement if School employees believe that a student has used School electronic resources in connection with a violation of criminal law, and criminal penalties may arise from inappropriate use of electronic resources. This applies to use of the School's electronic resources at any time and place, whether on or off School grounds.

Students are personally responsible for School electronic resources provided to them and the students and their parents/guardians may be held responsible for loss or damage to such electronic resources.

Parents play an important role in helping students understand what does and does not constitute acceptable use.

The Principal shall ensure that additional rules and procedures regarding students' use of the School's electronic resources are established and clearly communicated to students and their parents/guardians. The Principal shall ensure that students receive appropriate training regarding these rules and procedures.

Staff Acceptable Use of School Electronic Resources

Improper use of the School's electronic resources by employees has the potential to negatively impact students, damage the School's image, and impair the School's electronic resources. Therefore, this policy is intended to govern employees' and volunteers' use of the School's electronic resources, and employees must agree to these terms as a condition of employment.

At-Will Employment

Nothing in this policy is intended to create additional rights for any employee or to otherwise alter or amend the at-will nature of the employment relationship between the School and any employee.

The School's Rights

It is the School's policy to maintain an environment that promotes safe, ethical and responsible conduct in all activities involve the use of the School's electronic resources. The School recognizes its legal and moral obligation to protect the well-being of students and to preserve the integrity of its electronic resources. The School's rights in connection with its electronic resources include but are not limited to the following:

1. All data, files, programs, and materials downloaded with or used, sent, received, or stored upon the School's electronic resources are the School's property, and the School may deal with such items as it deems appropriate.
2. The School may log network use and monitor server space utilization by users and assumes no responsibility or liability for files deleted due to violation of server space allotments.
3. The School may remove a user account on the network with or without notice.
4. The School may monitor all user activities on the School's electronic resources, including but not limited to real-time monitoring of network activity and/or maintaining a log of Internet activity for later review.
5. The School may provide internal and external controls of network usage as appropriate and feasible, including but not limited to restricting online destinations through software or other means.
6. The School may limit or restrict, with or without notice, access to the School's electronic resources for those who do not abide by this policy or other direction governing the use of the School's electronic resources.
7. The School may determine, in its sole discretion, what materials, files, information, software, communications, and other content or activity are permitted or prohibited.
8. The School may delete or remove, with or without notice, any files, programs, data or other materials from any of the School's electronic resources.
9. The School may provide additional policies or guidelines regarding acceptable use of electronic resources.

Employees' Responsibilities Regarding Students' Use of Electronic Resources

Employees who supervise students, control electronic resources, or otherwise have the ability to observe student use of School electronic resources are responsible for educating students on appropriate use of the School's electronic resources. Such employees shall make reasonable efforts to monitor such use to ensure that it is consistent with applicable rules. Employees should make reasonable efforts to become familiar with the Internet and the use of the School's electronic resources to help ensure effective monitoring, instruction, and assistance.

User Responsibilities

Use of the School's electronic resources is a privilege intended to help employees fulfill their responsibilities and promote the School's mission. In order to maintain this privilege, users must agree to comply with this policy. Users who are aware of any violation of this policy by any employee must report the violation to the Principal. Employees are responsible for any School electronic resources issued to them at all times and may be held responsible for any inappropriate use, regardless of the user.

Employees may use privately-owned electronic devices at School or at School-sponsored activities in accordance with rules and procedures established by the

Principal. Employees may not use privately-owned electronic devices at School or at School-sponsored activities to access inappropriate matter.

Violation of this policy is grounds for discipline, up to and including termination. The School may also notify law enforcement as appropriate, and such actions may subject an employee to criminal penalties.

Acceptable Use

Standards for acceptable use of the School's electronic resources include but are not limited to the following:

1. All use of the School's electronic resources, including but not limited to use of computers and other electronic devices, use of e-mail, and network and Internet access must be consistent with the School's mission.
2. Network accounts are to be used only by the authorized user of the account for the authorized purpose.
3. Users must take reasonable steps to protect the privacy of students, School employees and other members of the School community and must strictly maintain the confidentiality of information regarding such individuals.
4. Use of the School's electronic resources, whether inside or outside the School, must comply with the School's employee handbook, as established from time to time.
5. Employees must comply with applicable copyright laws, ethical rules, and other applicable laws and regulations.
6. Users must exercise appropriate professional judgment and common sense when transporting files to and from school, keeping in mind copyright and other legal issues, as well as ensuring that the non-School to or from which files are being transferred are employing appropriate virus-control technologies.
7. Users must exhibit professionally appropriate behavior when using the School's electronic resources in order to professionally represent and preserve the image the School.
8. Users must take reasonable precautions to protect the School's electronic resources in order to reduce repair costs, maintain the integrity of the network, and protect the School's assets. Employees who damage School electronic resources may be financially responsible for the cost of repair or replacement.
9. From time to time, the School will make determinations on whether specific uses of the School's electronic resources are consistent with the intent of this policy.

Unacceptable Use

The following uses of the School's electronic resources are prohibited:

1. Excessive use of the School's electronic resources for personal matters. "Excessive use" includes but is not limited to use of electronic resources in a

- manner that interferes with an employee's performance of work-related responsibilities or with the functioning of the School's electronic resources.
2. Use of the School's electronic resources in connection with social networking sites for non-academic purposes is prohibited.
 3. Use of the School's electronic resources for commercial or for-profit purposes.
 4. Use of the School's electronic resources for product advertisement or political lobbying.
 5. Personal electronic devices may only be connected to the School's network with appropriate authorization.
 6. Intentionally seeking information on, obtaining copies of, or modifying files, other data, or passwords belonging to other users, or impersonating or misrepresenting other users of the School's network.
 7. Unauthorized use or disclosure of personal student information in violation of R277-487 and the Family Educational Rights and Privacy Act, 34 CFR, Part 99.
 8. Use of the School's electronic resources in a manner that disrupts the use of the network by others.
 9. Destroying, modifying, or abusing the School's electronic resources in any way.
 10. Use of the School's electronic resources in a manner that threatens or impairs the integrity or security of the network.
 11. Use of the School's electronic resources for hate mail, chain letters, harassment, discriminatory remarks, and other antisocial behaviors.
 12. Downloading or installation of any software, including shareware and freeware, for use on the School's electronic resources without the approval of the Principal or designee.
 13. Use of any software on the School's electronic resources in violation of the applicable license or use agreement.
 14. Use of the School's electronic resources to access, process, store, send or receive pornographic, sexually explicit or otherwise inappropriate material (as determined by the Principal).
 15. Use of the School's electronic resources for downloading entertainment software, files or other material not related to the mission of the School. This prohibition pertains to freeware, shareware, copyrighted commercial and non-commercial software, and all other forms of software and files not directly related to the instructional and administrative purposes of the School.
 16. Downloading, copying, otherwise duplicating, and/or distributing copyrighted materials without the specific written permission of the copyright owner, except that duplication and/or distribution of materials for educational purposes is permitted when such duplication and/or distribution would fall within the Fair Use Doctrine of federal copyright law.
 17. Use of the School's electronic resources for any unlawful purpose.
 18. Use of the School's electronic resources to intentionally access, process, store, send or receive materials containing profanity, obscenity, racist terms, or other harassing, abusive, intimidating, threatening, discriminatory or otherwise offensive language or images.
 19. Use of the School's electronic resources for playing games unless it is for instructional purposes or otherwise approved by the Principal or designee.

20. Participating in activities, including but not limited to the preparation or dissemination of content, which could damage the School's professional image, reputation and/or financial stability.
21. Permitting or granting access to the School's electronic resources, including but not limited to granting use of an e-mail or network account or password, to another individual, including but not limited to someone whose access has been denied or terminated.
22. Portable data storage devices may only be used to backup or transport files and data between computers and use of such devices for the operation of unauthorized portable applications is prohibited.
23. Establishing connections to live communications, including text, voice, or video, may only be done in a manner approved by the Principal or designee.
24. Malicious use of the School's electronic resources to develop programs that harass other users or infiltrate a computer or computing system and/or damage the software components of a computer or computing system.

Disclaimer

1. The School cannot be held responsible for information that is retrieved via the network.
2. Pursuant to the Electronic Communications Privacy Act of 1986 (18 U.S.C. § 2510, et seq.), notice is hereby given that there are no facilities provided by the School's system for sending or receiving private or confidential electronic communications. System administrators have access to all mail and will monitor messages. Messages relating to or in support of illegal activities will be reported to the appropriate authorities.
3. The School is not responsible for any damage users may suffer, including loss of data resulting from delays, non-deliveries, or service interruptions caused by the School's negligence or your errors or omissions.
4. Use of any information obtained is at the user's own risk.
5. The School makes no warranties (expressed or implied) with respect to:
 - The content of any advice or information received by a user, or any costs or charges incurred as a result of seeing or accepting any information;
 - Any costs, liability, or damages caused by the way the user chooses to use his or her access to the network.
6. The School reserves the right to change its policies and rules at any time.

Privacy

Use of and access to the School's electronic resources is provided to employees as a tool for the School's business. The School reserves the right to monitor, inspect, copy, review, store or remove, at any time, without prior notice, any and all usage of the School's electronic resources such as the network and the Internet, including but not limited to e-mail, as well as any and all materials, files, information, software, electronic communications, and other content transmitted, received or stored in connection with this usage. All such information, content, and files are the property of the School.

Employees should have no expectation of privacy regarding them. Network administrators may review files and intercept communications for any reason, including but not limited to maintaining system integrity and ensuring employees are using the system consistently with this policy.

Training

The School will provide, within the first 45 days of each school year, a school-wide or in-classroom training to employees and students that covers:

- The contents of these procedures;
- The importance of digital citizenship;
- The School's conduct and discipline related consequences as related to a violation of these rules;
- The School's general conduct and discipline policies;
- The benefits of connecting to the Internet and utilizing the School's Internet filters while on School property; and
- Any specific rules governing the permissible and restricted uses of privately-owned electronic devices while in a classroom.

Each educator who allows the use of a privately-owned electronic device in the classroom must clearly communicate to parents and students the conditions under which the use of such a device is allowed.

The School will provide an annual notice to all parents of the location of information for in-home network filtering options (<https://consumerprotection.utah.gov/edu/filtering.html>) as provided for in Utah Code 76-10-1231.

This policy will be reviewed periodically to ensure that it continues to meet the School's needs.

Signature:

Board President

Date

**Staff Acceptable Use of School Electronic Resources
Acknowledgement of Receipt and Understanding**

I hereby certify that I have read and fully understand the contents of the School's policies regarding use of the School's electronic resources. Furthermore, I have been given the opportunity to discuss any information contained therein or any concerns that I may have. I understand that my employment and continued employment is based in part upon my willingness to abide by and the School's policies, rules, regulations and procedures. I acknowledge that the School reserves the right to modify or amend its policies at any time, without prior notice. I acknowledge that these policies do not create any promises or contractual obligations between the School and its employees and that my employment with the School continues to be at will. My signature below certifies my knowledge, acceptance and adherence to the School's policies, rules, regulations and procedures regarding the use of its electronic resources. I acknowledge that violation of any of these policies may be grounds for discipline, up to and including termination.

Employee Signature

Employee Name

Date

SCHOLAR ACADEMY

School Year 2022-2023

AUGUST 2022							SEPTEMBER 2022							OCTOBER 2022							YEAR AT A GLANCE		
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S			
	1	2	3	4	5	6					1	2	3							1	August 12	Opening Institute Aug 12	Teacher Work Days
							4	5	6	7	8	9	10								August 12-19	Professional Development	Teacher Work Days
7	8	9	10	11	12	13	11	12	13	14	15	16	17	2	3	4	5	6	7	8	August 17	Back to School Night	Back to School 6-7:30 pm
14	15	16	17	18	19	20	18	19	20	21	22	23	24	9	10	11	12	13	14	15	August 22	First Day of School	Term 1 begins - All Grades
21	22	23	24	25	26	27	25	26	27	28	29	30		16	17	18	19	20	21	22	August 22-24	Testing	Kindergarten Assessments
28	29	30	31											23	24	25	26	27	28	29	August 22-24	Kinder Early Release	Kindergarten Assessments & Early Out
														30	31						September 5	No School	Labor Day
NOVEMBER 2022							DECEMBER 2022							JANUARY 2023									
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S			
		1	2	3	4	5					1	2	3	1	2	3	4	5	6	7	October 13, 14	No School	Fall Break
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	October 27th	End of 1st Term	48 Days
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	October 28th	No School	Teacher Work Day/Legislative Day/Term 2
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	November 23	No School	Teacher Work Day/Legislative Day
27	28	29	30				25	26	27	28	29	30	31	29	30	31					November 24-25	No School	Fall Recess
																					December 19-Jan 2	No School	Winter Recess
FEBRUARY 2023							MARCH 2023							APRIL 2023									
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S			
			1	2	3	4				1	2	3	4							1	January 2	Resume School	Back from Break
5	6	7	8	9	10	11	5	6	7	8	9	10	11	2	3	4	5	6	7	8	January 13	End of 2nd term	43 Days
12	13	14	15	16	17	18	12	13	14	15	16	17	18	9	10	11	12	13	14	15	January 16	No School	Martin Luther King Jr. Day
19	20	21	22	23	24	25	19	20	21	22	23	24	25	16	17	18	19	20	21	22	January 17	No School	Teacher Work Day/ Legislative Day
26	27	28					26	27	28	29	30	31		23	24	25	26	27	28	29	February 16-17	Early Release Days	Parent Conferences
														30							February 20	No School	Washington and Lincoln Day
MAY 2023							JUNE 2023							JULY 2023									
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S			
	1	2	3	4	5	6					1	2	3							1	March 17	End of 3rd term	43 days
7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8	March 20	No School	Teacher work day/Legislative Day/Term 4 Begins
14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15	April 3-April 7	No School	Spring break
21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22	April 20	Early Release	Parent/Student Conference
28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29	May 26	Last Day of School	End of 4th term, 44 days- Early Release
														30	31								

Board Approved: 06.02.2022

SCHOLAR ACADEMY

ACHIEVING EXCELLENCE TOGETHER

Name	Position	Term End Date
Traelle Gailey	Principal	
Dusty Griffith	Board Member	06/30/23
Cami Cazier	Board Chair	06/30/24
Jared Hamner	Board Member	06/30/23
Dustin Laughlin	Financial Coordinator / Audit and finance committee	06/30/24
Johanna Leonelli	Board Member	06/30/23

Annual Board Meetings

Below are the tentative Scholar Academy Board Meeting dates for the 2022-2023 school year. Meetings are tentatively scheduled for the fourth Thursday regularly. These dates are subject to change and additional meetings may take place. All meetings will be posted on the Utah Public Meeting Notice website at least 24 hours in advance.

❖ August 25, 2022

Scholar Academy Library 5:00 PM

❖ October 27, 2022

Scholar Academy Library 5:00 PM

❖ January 26, 2023

Scholar Academy Library 5:00 PM

❖ March 30, 2023

Scholar Academy Library 5:00 PM

❖ May 25, 2023

Scholar Academy Library 5:00 PM

Please note that meetings will generally be held at 928 N 100 E, Tooele, UT 84074. Meetings may also be held electronically (HUB: 928 N 100 E, Tooele, UT 84074) or at different locations as specified by the Board of Directors.